

AGREEMENT BETWEEN CITY OF CERES AND
FIRST LINE SUPERVISORS/CONFIDENTIAL GROUP

THIS AGREEMENT shall be the sole document governing salary and fringe benefits applicable to members of the First Line Supervisors/Confidential Group and is all encompassing and supersedes all previous agreements entered into between the City of Ceres and the First Line Supervisors/Confidential Group. No provision of this agreement shall negate any provision in any existing City Ordinance, Resolution, or any other policy of the City Council or any existing departmental procedures or policy.

SECTION I. TERM

This agreement for salary and employee benefits shall remain in effect for a period of ~~twenty four (24) months (2 years) commencing~~ commencing July January 1, 2012-2015 and ending on June 30, ~~2014~~2016.

SECTION II. MEMBERSHIP

A. The City of Ceres and the First Line Supervisors/Confidential Group agree that for purposes of administration, this agreement shall pertain to the following positions:

Account Clerk II – Confidential
Administrative Secretary-Confidential
Code Enforcement Supervisor
Facility Services Supervisor
Fleet Services Supervisor
Human Resources Analyst
Human Resources Assistant
Landscape Maintenance Supervisor
Public Safety Executive Assistant – Confidential
Public Safety Support Services Supervisor
Recreation Supervisor
Revenue & Customer Service Supervisor
Senior Account Clerk – Confidential

Streets Maintenance Supervisor
Wastewater Systems Supervisor
Water Distribution Supervisor

- B. The City shall have the right to extend this agreement to or modify the above to include other positions as it may deem necessary for the conduct of City business.
- C. The classification or job titles used above are for descriptive purposes only. The use of these job titles is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City, and neither is it an assurance by the City that the position(s) will be filled when vacant.
- D. Dues Deduction: Upon receipt of assignment forms requested by the member, the City agrees it will deduct each month a voluntary membership contribution. The City will make all deductions in the event a member quits or is discharged before final payment of such member. Amounts so deducted will be forwarded to the Association by the fifteenth (15th) day of the month along with the remittance copy of the invoice listing the names of the members from whose pay the contribution has been deducted.
- E. Hold Harmless: The First Line Supervisors/Confidential Group shall defend, indemnify and hold the City harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with the voluntary membership contribution provision in this Agreement.

SECTION III. CITY RIGHTS

It is understood and agreed that it is the interest and prerogative of the City to operate and manage its affairs to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive prerogative to: determine its organization; direct work of its employees,

determine the times and hours of site operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of employer operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take appropriate action on any matter in the event of an emergency. The City retains the rights to hire, lay-off, assign, evaluate, promote, transfer, terminate, and rehire employees, as long as it does not violate the provisions of this Agreement. It is understood and agreed that applicable law governs this provision and that it is in the party's interest and the prerogative of the City to operate and manage its affairs to the full extent of the law.

SECTION IV. RETIREMENT

- A. Except for "new members" as defined below in Subsection D, The City shall pay 100% of each FLSG member's contribution to the Stanislaus County Retirement System. Said member's contribution shall be vested in the name of the employee as permitted under the rules and regulations of the 1937 Act Stanislaus County Retirement System.
- B. Upon 30 years of service, or maximum employee benefit contribution requirement under the 1937 Act Stanislaus County Retirement System, the City shall continue to pay only the qualifying employee's portion of the retirement contribution into a City-approved deferred compensation program. The employee must designate in writing to Payroll into which plan the funds are to be disbursed. The deferred compensation contribution, in lieu of the retirement payment, shall be effective with the first payroll period following the employee's satisfaction of the 1937 Act maximum contribution requirement. The City's maximum obligation for deferred compensation contribution in lieu of retirement payments for the remainder of the member's

tenure with the City will be only for that actual amount being paid by the City for the employee portion when the member attained thirty (30) years of service or maximum employee benefit contribution requirements under the 1937 Act.

C. Effective July 1, 2004, the City provided enhanced retirement benefits pursuant to the formula outlined in Government Code Section 31676.14, commonly known as 2% at 55 for the members of this group, calculated on the single highest year of compensation.

~~D. For employees hired on or after the date the City establishes a new pension tier with StanCERA, the City shall provide retirement benefits pursuant to the formula commonly known as 2% at 55, calculated on the average of the three highest years of compensation, in accordance with StanCERA regulations. Unit members hired on and after January 1, 2013 and designated as "new members" to StanCERA who are miscellaneous employees shall be enrolled in the 2% @62 retirement formula as required by law under the California Public Employees' Pension Reform Act ("PEPRA" - AB 340/SB 197). As required under PEPRA, "new members" shall:~~

- ~~a. Individually pay an initial Member contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and~~
- ~~b. Have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.~~

~~D.E.~~ Upon retiring from the City of Ceres in good standing, a member of this group shall be compensated for 50% of the unused accumulated sick leave. Sick leave shall be paid at the current salary rate then being paid to the employee by the City of Ceres.

E.F. Definition of Retirement.

For the purpose of this Section, the term "retiring" is defined, understood and intended to mean, an employee's separation from employment with the City at a time when the employee qualifies for pension benefits through the 1937 Act Retirement System, concurrent with the filing of an application by the employee for retirement benefits and subsequent notification by the administrators of the 1937 Act Retirement System of approval of the application and the right of the employee to commence receipt of current benefits from the retirement system. Discontinuance of paid work for the City under any circumstances other than defined herein, or election by the member for deferral of retirement payments, is not considered as "retiring" for the purpose of eligibility to receive payment for a portion of any unused sick leave benefit as defined herein.

G. Any provision in this Agreement which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

SECTION V. BENEFITS

A. Term Life

1. The City shall provide each member covered by this agreement with a City-paid term life insurance policy equal to one-time annual base salary not to exceed \$50,000 policy value.
2. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or companies selected by the City.

B. Section 125 Cafeteria Plan

1. The City has established a cafeteria benefit selection plan for members of this group. The cafeteria plan covers a period of January 1 through December 31 of each year and is referred to as

the selection or cafeteria year. Cafeteria selections are made in writing and in the form designated by the City on an annual basis during open enrollment each year for the next cafeteria year. Selections will be binding for the selection year. Modification to selections, per IRS regulations governing Section 125 plans, will be allowed for extremely limited circumstances; i.e., loss of coverage from another source.

2. The City shall provide a monthly allowance for each member covered for the selection of benefits offered in the cafeteria plan. The allowance shall be paid as follows:
 - a. Effective July 1, 2010, the cafeteria plan allowance shall be capped at the current employer contribution amount of \$1,218.00 per month.
3. For each cafeteria year, in the event a member does not utilize the full dollar benefit allowance per month in benefit selection, such member shall be paid in a taxable cash payment each pay period twenty-four (24) times per year at 90% of the cash value of the remaining allowance.
4. Benefit coverage selected under the cafeteria plan shall cease at the end of the month in which the member separates from City employment for any reason. All coverage, except as required to be offered or extended under federal and state law, shall end. There is no responsibility on the part of the City to pay, either in money or premiums, any remaining City or member obligations chosen through the cafeteria plan beyond the end of the month of termination of a member's employment. Cash payment of the allowance will be paid only through the end of the month in which a member's employment terminated. Such payment will be included in a member's final paycheck received from the City in accordance with paragraph 3 above.

Any outstanding premiums required to continue benefits through the end of the month of a member's termination of City employment will also be withheld from the final pay received from the City.

SECTION VI. OVERTIME AND STANDBY PAY

A. Overtime

1. For FLSA non-exempt employees, all hours worked in excess of the normal work week (40 hours), when worked upon the direction or approval of the member's supervisor, shall be paid at the rate of one and one-half (1 ½) times the member's straight-time regular rate of pay or compensated by granting one and one-half (1 ½) times the number of overtime hours worked as compensatory time off. The member shall have the option to express his/her preference (overtime or compensatory time), to be made known to the employer not later than the end of the pay period in which overtime was earned. The final decision in each instance, however, shall be at the discretion of the employer.

If accrued compensatory time is to be taken, it shall be at a time convenient to the employee(s) and consistent with the operating needs of the employer. Compensatory time shall be taken under this Section as required by the Fair Labor Standards Act, if such continues to be applicable to local government employees.

2. Members shall receive a minimum of two (2) hours of compensation paid at the rate of one and one-half (1 ½) times the member's straight-time hourly rate, or compensated by granting one and one-half (1 ½) times compensatory time off, when required to return to work after regular work hours or on weekends or holidays. The member shall have the option to make his/her preference (overtime or compensatory time) known to the employer not later than the end of the pay period in which overtime is earned. The final decision in each instance, however, shall be at the discretion of the employer.

If compensatory time is to be taken, it shall be at a time convenient to the employee(s) and consistent with the operating needs of the employer. Compensatory time shall be taken under

this Section as required by the Fair Labor Standards Act, if such continues to be applicable to local government employees.

3. Members shall have the option of being paid for overtime worked or accumulating up to eighty (80) hours for compensatory time off. All overtime hours accumulated over the maximum accrual of eighty (80) hours shall be cashed out at the employee's current regular rate of pay on a quarterly basis. Payment shall be at a straight time hour-for-hour regular rate of pay. Quarterly payment dates shall be the first payroll following September 30, December 31, March 31 and June 30 of each year. Upon separation from employment, compensatory time off shall be cashed out at the higher of the employee's final regular rate of pay, or the employee's average regular rate of pay during the last three years of employment.

B. Standby Time

Employees assigned "stand-by" by the appropriate Department Head shall receive a minimum of two (2) hours straight-time pay each weekday and two (2) hours straight-time pay each weekend day when assigned to standby. Employees required to be on stand-by on recognized City holidays shall receive six (6) hours of straight-time pay. Members may accrue CTO in lieu of standby pay.

C. Out of Class Assignments

1. Out-of-classification assignment for purposes of this section is defined as performing, as directed by a supervisor or department head, the major portions of the assigned higher classification's duties for the period indicated in Section VI(C)(2) below.
2. Once an employee has worked in a higher classification for forty (40) cumulative hours and is assigned to work in that higher classification for a period exceeding three consecutive working days, that employee shall be compensated as provided by the terms of this Section. The higher compensation shall begin on the fourth (4th) working day and shall be retroactive to the

beginning of the work assignment. It is understood and agreed that this provision applies only in those instances where the responsibilities of the employee's classification do not include assuming the duties of a higher classification for periods of absence of the higher classification incumbent.

3. In no event shall the employee receive a lower than five percent (5%) increase in pay for an out-of-class assignment.

SECTION VII. LEAVE PROVISIONS

A. Holidays

1. ~~For the term of this agreement the~~ Employees in this group will receive ~~no pay for the~~ following twelve (12) City holidays, ~~which were previously paid holidays.~~

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve Day

2. One (1) paid personal holiday beginning each fiscal year shall be provided on a date acceptable to both the member's supervisor and the group member, and after completion of six months of initial employment by a group member. The paid holiday does not accumulate from year-to-year, but must be taken within the fiscal year earned. Paid personal holidays not taken within the fiscal year accrued will be forfeited. Additional holidays may accrue to this group if declared by the City Council or as may be granted to the Miscellaneous Bargaining Unit from

negotiations.

B. Vacation

1. The City shall provide the following vacation accumulation rates for full-time City employees who are members of the First Line Supervisor/Confidential Group:

<u>Years Continuous Service</u>	<u>Hours Earned Per Pay Period</u>	<u>Annual</u>
1 - 4 years	3.08 hours	10 Days/80 hrs.
5 - 10 years	4.62 hours	15 Days/120 hrs.
11 - 19 yrs.	6.15 hours	20 Days/160 hrs.
20+ yrs.	1 Addl. Day/yr. for each year of service over 20 years	25 Days Maximum

Part time City employees who work 75% FTE or greater are entitled to prorated vacation benefits.

2. Full-time employees who have completed 20 years or more of continuous service with the City will be entitled to earn one extra vacation day per calendar year for each year of service over 20 to a maximum accrual of five (5) additional days or 25 days per year.
3. Maximum vacation accumulation shall be 480 hours. Vacation accrual will stop when an employee reaches 480 hours of accrued vacation time. Vacation accrual will resume once the vacation balance has been reduced through time off. Members of this group may convert up to 30 hours of accrued vacation leave per fiscal year into cash. Payment will be at the member's current hourly rate of pay (1:1 ratio)
4. A member shall be paid for accumulated vacation hours up to the maximum accrual amount stated in paragraph 3 above at separation of service at the member's current hourly rate.

C. Sick Leave

1. Each member shall accumulate sick leave at the rate of 8.0 hours of sick leave for each

completed month of service, such sick leave shall accrue at the rate of 3.69 hours per pay period. There shall be no limit on the amount of sick leave accumulated.

2. Any member who has not taken more than 36 hours of sick leave (excluding sick leave used concurrently with protected leave) during a twelve (12) month period beginning the first pay period in January and ending the last pay period in December of each year shall be entitled to convert up to 24 hours of unused sick leave to pay, at the employee's current hourly rate of pay, to vacation time or to a contribution to the employee's individual deferred compensation account, provided that the employee's sick leave balance does not fall below 192 hours.
3. Members may use sick leave, vacation, compensatory time off or mandatory time off during time away from work to attend medical, dental or vision appointments, subject to supervisory approval.

D. Bereavement Leave

1. A member of this bargaining unit shall be entitled to leave with pay for a maximum of ~~three~~ (3)five (5) scheduled work days in the event of a death in the employee's immediate family. Such leave does not accrue or have any cash value.
2. Immediate family shall be understood to include spouse, registered domestic partner, children, mother, father, siblings (includes foster parent, step-parent, step-sibling,) grandchildren, or grandparent of employee and employee spouse or registered domestic partner.
- ~~3. A member of this bargaining unit shall be granted five (5) scheduled work days in the event of a death in the employee's immediate family as defined in Section VI(D)2 above and the employee must travel over a 300 mile radius. Such leave does not accrue or have any cash value.~~
34. A member of this bargaining unit shall be entitled to leave with pay for a maximum of one (1) scheduled work day in the event of the death of an employee's aunt, uncle, niece, nephew, or first cousin. Such leave does not accrue or have any cash value.

45. Additional time may be granted and paid from accrued vacation or CTO time upon request from the employee and approval of the appropriate department designee.

~~E. Mandatory Time Off (MTO)~~

~~1. The MTO program will require employees to take thirteen (13) days off work, four (4) days during City closure days (with the exception of designated positions) and nine (9) days designated by the employee (whenever feasible), without pay in each fiscal year of the agreement (FY 2012/13 and FY 2013/14).~~

~~With the exception of designated positions, four (4) of the thirteen (13) days of MTO per fiscal year will occur on the following dates:~~

~~In 2012/13:~~

~~Friday, December 21, 2012
Wednesday, December 26, 2012
Thursday, December 27, 2012
Friday, December 28, 2012~~

~~In 2013/14:~~

~~Monday, December 23, 2013
Thursday, December 26, 2013
Friday, December 27, 2013
Monday, December 30, 2013~~

~~Designated positions required to work on City closure days will take alternate, floating MTO days. Employees who will work during City closure days and take in-lieu floating MTOs will be identified by agreement between supervisors and management.~~

~~2. Paid leave time cannot be used in lieu of MTO.~~

~~3. Employees shall not be penalized for not working the day before or the day after a furlough day.
Employee shall not be penalized for taking a MTO day.~~

~~4. Call Back Pay: If an employee is called back to work on a scheduled furlough day, the employee shall be paid at his/her regular straight time rate of pay.~~

~~F. Effect of MTO and Unpaid Holidays~~

- ~~1. MTO and unpaid holidays will count as paid time in determining sick leave accrual, vacation leave accrual, holidays, retirement contributions, and overtime calculations.~~
- ~~2. MTO will not affect agreed-to health and welfare insurance capped amounts.~~

SECTION VIII. UNIFORMS AND WORK BOOTS

1. Parks, Facilities and Grounds Maintenance, Wastewater Treatment, Fleet, Code Enforcement, Streets, and Water employees shall be provided uniform service with City patches and caps with the City logo. Uniforms shall be worn by employees in the above divisions during their designated work shifts. Employees not in uniform may be subject to disciplinary action.
2. Members of this unit, who are required by their department to wear work boots on the job, will be reimbursed up to \$200 per year for the work boots. Reimbursement will be based on presentation of appropriate receipts to the department designated individual.
 - a. The intent of the work boot allowance is to provide those required to wear work boots with assistance to purchase a pair of sturdy, quality work boots.
 - b. The per year allowance is based upon the contract year of July 1 through June 30.
 - c. More than one pair of work boots may be purchased within the 12-month period, but employee will only be reimbursed to the maximum \$200.00 allowance after the first pair.
 - d. Work boots may be purchased using a city credit card. Employee must provide the sales receipt of the transaction to his/her supervisor. Employees will be held responsible for amounts spent over \$200.00.
 - e. Employees purchasing work boots with personal funds must provide a sales receipt and complete the necessary forms for reimbursement as may be requested by the department and/or finance.

SECTION IX. COMPENSATION

~~For the term of this agreement, salaries for the positions identified in Exhibit A will be reduced by 10% through a combination of concessions detailed in this agreement. The effect of these concessions will be applied equally to each pay period.~~

A. Salaries

Effective with the first full pay period in January 2015, salaries for employees in the Ceres' First Line Supervisors/ Confidential Group are restored to pre-concession levels as identified in Exhibit A to this Agreement.

B. Salary Steps

The salary administration of the City shall be as follows:

1. Step A: The first salary step is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the normal entering salary step upon recommendation of the Department Head and upon the approval of the City Manager.
2. Step B: The second salary step. Six (6) months of satisfactory service at the first salary step (A) shall make an employee eligible.
3. Step C: The third salary step. Six (6) months of satisfactory service at the second salary step (B) normally shall make an employee eligible.
4. Step D: The fourth salary step. Twelve (12) months of satisfactory service at the third salary step (C) and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.
5. Step E: The fifth salary step: Twelve (12) months of satisfactory service at the fourth salary step (D) and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.

SECTION X. EXTENSION OF RE-EMPLOYMENT LIST

Employees laid-off from employment in accordance with Ceres Personnel Rule XVI. Layoff Policies and Procedure shall be maintained upon the City's re-employment list for three (3) consecutive years while employees who are demoted, shall have five (5) consecutive years in which to be reinstated to a previously held position.

SECTION XI. NO CESSATION OF WORK

It is agreed between the City and the Association that there shall be no lock-outs of any kind or for any cause on the part of the City, and that there will be no strikes or any other cessation of work of any kind on the part of the Association on account of any controversy whatever during the term of this Agreement.

SECTION XII. ENTIRE AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Supervisor/Confidential group, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, may not have been

within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual written consent. Items not specifically addressed in this Agreement are considered silent as to interpretation and the City's adopted Personnel Rules shall apply as to administration of personnel policies.

2. Other benefits, with respect to terms and conditions of employment granted pursuant to the agreement with the Miscellaneous Bargaining Unit, shall continue in full force and effect as applicable to this group.
3. In the event the City makes changes to the Personnel Rules during the term of this agreement, the City will provide this group with the opportunity to meet and confer over the changes as required by law.

CITY OF CERES

Dated: December 3, 2014



Toby Wells, City Manager



Betina McCoy, Human Resources

FIRST LINE SUPERVISORS/CONFIDENTIAL GROUP

Dated: 12-2, 2014



Olga Mendoza
First Line Supervisors/Confidential Group



Tim Palecek
First Line Supervisors/Confidential Group



Joseph Reyes
First Line Supervisors/Confidential Group

Exhibit "A"

SALARY SCHEDULE

FIRST LINE SUPERVISORS/CONFIDENTIAL:						
Account Clerk II - Confidential	J41C	2,843	2,985	3,135	3,291	3,456
Administrative Secretary - Confidential	J49C	3,615	3,796	3,986	4,185	4,394
Code Enforcement Supervisor	J59S	4,138	4,345	4,562	4,790	5,030
Facility Maintenance Supervisor	J59S	4,138	4,345	4,562	4,790	5,030
Fleet Services Supervisor	J61S	4,347	4,565	4,793	5,033	5,285
Human Resources Analyst	J68C	5,168	5,426	5,698	5,982	6,282
Human Resources Assistant	J49C	3,615	3,796	3,986	4,185	4,394
Landscape Maintenance Supervisor	J59S	4,138	4,345	4,562	4,790	5,030
Public Safety Executive Assistant - Confidential	J49C	3,615	3,796	3,986	4,185	4,394
Public Safety Support Services Supervisor	J61S	4,347	4,565	4,793	5,033	5,285
Recreation Supervisor	J57S	3,939	4,136	4,342	4,560	4,788
Revenue & Customer Service Supervisor	J59S	4,138	4,345	4,562	4,790	5,030
Senior Account Clerk - Confidential	J45C	3,127	3,284	3,448	3,621	3,802
Streets Maintenance Supervisor	J59S	4,138	4,345	4,562	4,790	5,030
Wastewater Systems Supervisor	J63S	4,568	4,796	5,036	5,288	5,556
Water Distribution Supervisor	J63S	4,568	4,796	5,036	5,288	5,556