

AGREEMENT BETWEEN THE CITY OF CERES AND
CERES PUBLIC SAFETY MANAGERS

Section I. RECOGNITION

- A. The City of Ceres and the Ceres Public Safety Managers group agree that for purposes of administration, this agreement shall pertain to the following positions:

Public Safety Managers

Battalion Chief
Police Captain
Police Lieutenant

- B. The City shall have the right to extend this agreement or modify the above to include other positions as it may deem necessary for the conduct of City business.
- C. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee these classifications or titles will continue to be utilized by the City, and neither is it an assurance by the City the positions will be budgeted or filled.
- D. In the event the Ceres Public Safety Managers requests that the City deduct dues from employee payroll on behalf of the Association, the City and the Association will agree on a "Hold Harmless" provision in advance of any deduction.

Section II. COMPENSATION

Salary for the identified positions shall be set as indicated on the schedule identified as Exhibit "A" to this agreement.

Battalion Chiefs assigned to a 56-hour workweek shall have the annual posted Battalion Chief salary adjusted by multiplying the posted Battalion Chief salary by 0.945455. The purpose of this adjustment is to ensure that the annual salaries of the 56-hour Battalion Chief position (including the increase in pensionable compensation due to the Paid Holiday component in Section IV (D) and the 40-hour Battalion Chief position remain equal. The salary table in Exhibit "A" reflects this calculation.

Section III. SALARY STEPS

The Salary Administration of the City shall be as follows:

- A. 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.

- B. Step B: The second salary step: Six (6) months of satisfactory service at the first salary step A shall make an employee eligible.
- C. Step C: The third salary step: Twelve (12) months of satisfactory service at the second salary step B normally shall make an employee eligible.
- D. 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.
- E. 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.
- F. Step F: The sixth salary step: Twelve (12) months of satisfactory service at the fifth salary step E and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.

Section IV. HEALTH & WELFARE

A. Term Life Insurance

1. During the term of this agreement, the City shall provide each employee covered by this agreement with a paid term life insurance policy equal to one time annual 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 insurance companies selected by the City.

B. Health Benefits

Effective through the plan year ending December 31, 2016, the Cafeteria Plan terms of the 2014-16 Agreement between the City of Ceres and Ceres Public Safety Managers shall be applicable.

Effective with the plan year beginning January 1, 2017, the following terms shall apply:

1. All employees must enroll in an available City medical plan unless they opt out. In order to opt out, an employee must provide the following:
 - a. proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through

another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and

- b. the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment.
2. The City shall contribute the following amounts toward the combined premiums for medical, dental and vision on a semi-monthly basis (24 pay periods). The City’s contribution shall not exceed the actual premiums or the contribution amounts listed below, whichever is less. The employee shall be responsible for the balance of premiums, if any.
 - a. \$355 semi-monthly (\$710 monthly) for employees enrolled in Employee-Only medical coverage.
 - b. \$735 semi-monthly (\$1,470 monthly) for employees enrolled in Employee + 1 medical coverage.
 - c. \$1,045 semi-monthly (\$2,090 monthly) for employees enrolled in Employee + Family (more than one dependent) medical coverage.
 3. The City shall pay one-hundred percent (100%) of the dental and vision premiums for employees who waive medical coverage.
 4. Employees who waive medical coverage shall receive \$100 semi-monthly (\$200 monthly) taxable compensation.
 5. The City shall continue a Section 125 program for pre-tax deductions for the employee share of medical, dental and vision insurance premiums.
 6. Benefits shall stop at the end of the month when City employment is ended 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 employee obligations beyond the month of termination of an employee's employment.

Cash payment for medical waivers will be paid only through the end of the month in which an employee's employment terminated. Such payment will be included in an employee's final pay received from the City.

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

The City retains the discretion to select the City plan(s) each year. In the event the City makes changes to the plan selection, the Group will receive advance notice and opportunity to discuss concerns regarding the changes.

C. Other Voluntary Benefits

Through a Section 125 program and effective with the plan year beginning January 1, 2017, the City shall provide each employee a \$1,200 annual allowance for payment of life/AD&D and long-term disability premiums, and contributions to Flexible Spending Accounts (daycare and unreimbursed medical expenses).

The selection of these benefits is voluntary on the part of the employees.

The allowance shall be provided on a semi-monthly basis—\$50 over 24 pay periods.

On a semi-monthly basis, and after payment of an employee's selected benefit(s), the City shall contribute any remaining balance of the allowance to an employee's deferred compensation account, Retiree Health Savings (RHS) account or Health Savings Account (HSA), as applicable.

Employees shall be required to make a single selection of account for this contribution. After initial selection, employees may change their account selection annually at open enrollment, to be effective for the next year.

The City shall continue a Section 125 program for pre-tax deductions for the employee share of life/AD&D and long-term disability premiums, and for Flexible Spending Accounts (daycare and unreimbursed Medical expenses).

The City retains the discretion to select the voluntary benefit plans offered to employees. In the event the City makes changes to the plan selection, the Association will receive advance notice and opportunity to discuss concerns regarding the changes.

Section V. LEAVES

A. Sick Leave and Sick Leave Conversion

1. Sick leave accumulation for employees who work a forty (40) hour workweek shall be one day [eight (8 hours)] per month (3.69 hours per pay period) for a total of 96 hours per year. Sick leave accumulation for employees who work a fifty-six (56) hour workweek shall be 5.1538 hours per pay period. Sick leave accumulation is unlimited.

2. An employee who works a forty (40) hour workweek and has not taken more than 36 hours of sick leave during the twelve (12) month period beginning the first pay period in January and ending the last pay period in December of each year (excluding sick leave used concurrently with protected leave) shall be entitled to convert up to 24 hours of unused sick leave to pay or leave with pay, providing that at no time shall the employee's sick leave balance fall below 192 hours.
3. An employee who works a fifty-six (56) hour workweek and has not taken more than 50 hours of sick leave during the twelve (12) month period beginning the first pay period in January and ending the last pay period in December of each year (excluding sick leave used concurrently with protected leave) shall be entitled to convert up to 33 hours of unused sick leave to pay or leave with pay, providing that at no time shall the employee's sick leave balance fall below 268 hours.
4. During open enrollment each year, employees may elect to contribute 40 hours of sick leave to their individual deferred compensation account to occur in the first pay period of January.
5. Accumulated sick leave shall be paid at 50% of the accumulated balance upon retirement from City service at the employee's current hourly rate of pay. Accumulated sick leave shall not be paid at separation of service for any other reason. For the purpose of this section, the term "retirement" 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 member 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 member to commence receipt of current benefits from the retirement system. Discontinuing paid work for the City under any circumstances other than defined herein, or election by the employee for deferral of retirement payments, are not considered as "retirement" for eligibility to receive payment for a portion of any unused sick leave benefits as stated herein.

B. Vacation

1. Full time employees assigned to a forty (40) hour workweek shall accrue vacation time as follows:

Years of Continuous Service	Hours Earned Per Pay Period	Annual
1-4	3.08	10 (8 hour) Days
5-10	4.62	15 (8 hour) Days

11-19	6.15	20 (8 hour) Days
20+		1 (8 hour) Addl. Day per year for each year over 20 to maximum of 25 days per year

2. Full time employees who work a forty (40) hour workweek, the maximum vacation accumulation shall be 480 hours. Effective January 1, 2001, vacation accrual will stop when an employee in this group reaches 480 hours of accrued vacation time. Vacation accrual will resume once the vacation balance has been reduced.
3. Full time employees assigned to a fifty-six (56) hour workweek shall accrue vacation time shall as follows:

Years of Continuous Service	Hours Earned Per Pay Period	Annual
1-4	4.615	5 (24-hour) Shifts
5-10	6.4615	7 (24-hour) Shifts
11-19	9.23	10 (24-hour) Shifts
20+	11.07	12 (24-hour) Shifts

4. Full time employees who work a fifty-six (56) hour workweek, the maximum vacation accumulation shall be 672 hours. Vacation accrual will stop when an employee in this group reaches 672 hours of accrued vacation time. Vacation accrual will resume once the vacation balance has been reduced.
5. Vacation hours paid at separation of service shall be paid at the employee's current hourly rate of pay, and shall be limited to an employee's current accumulated vacation balance and limited to 480 hours for an employee who works a forty (40) hour workweek and 672 hour for an employee who works a fifty-six (56) hour workweek.
6. Any employee may convert up to thirty (30) hours of accrued vacation leave per fiscal year into cash. Payment will be at the employee's current hourly rate of pay (1:1 ratio).

C. Sick Leave and Vacation Hour Conversion (Forty hour employees versus fifty-six hour employees)

In order to convert rates of leave accrual for employees who move from a forty (40) hour work week to a fifty-six (56) hour work week or vice versa, the following formulas for conversion of Vacation and Sick Leave hours will be applied:

From 40 to 56 hours Multiply by 1.4
From 56 to 40 hours Multiply by .714285

D. Paid Holidays

1. Employees who work a fifty-six (56) hour workweek shall receive pay for holidays in lieu of time off. Holiday pay will be for twelve (12) holidays, at 11.2 hours per holiday, for 134.4 total annual holiday hours. Holiday pay for the term of this contract shall be calculated at time and one-quarter (1.25) of an employee's current hourly rate.

Holiday in lieu pay for employees who work a fifty-six (56) hour workweek shall be paid over twenty-six (26) pay periods per fiscal year with the hours divided equally among each pay period.

2. Employees who work a forty (40) hour workweek shall receive the following paid holidays:

- (1) New Year's Day
- (2) Martin Luther King, Jr. Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veteran's Day
- (8) Thanksgiving Day
- (9) The Day after Thanksgiving
- (10) Christmas Eve Day
- (11) Christmas Day
- (12) New Year's Eve Day
- (13) One (1) personal holiday to be selected by the employee who has completed at least six (6) months of employment with the City. Said holiday shall be one (1) per employment year and does not accrue from year to year.

E. Management Leave

1. Employees of this group are declared as exempt under FLSA executive exemption guidelines.
2. Employees shall receive ten (10) management days (eighty (80) hours) of leave per year. Management leave must be used in the fiscal year in which it is earned or will be lost. Unused management leave does not accumulate from year to year.

F. Jury Duty and Witness Appearances

1. Employees who are called or required to serve as a trial juror, or as a witness under subpoena who is not a party to a court action, shall be granted leave for such purpose upon notification and appropriate verification of the period of required absence submitted to his/her supervisor. The employee shall be paid regular salary for the time served as a juror or witness under subpoena as above, provided the jury or witness fees paid to the employee are deposited with the City.
2. Employees who are called or required to serve as a trial juror, or as a witness under subpoena who is not a party to a court action, shall be considered to be on the payroll at the start of their assigned shift and during the course of their assigned (48 hour) shift. They will not be required to submit time off requests to cover any portion of an assigned (48 hour) shift to serve as a trial juror, or as a witness under subpoena.

The employee shall be paid regular salary for the leave time, provided the jury or witness fees paid to the employee are deposited with the City.

3. Any employee who, on their day(s) off are required to appear as a witness for the City shall receive a minimum of four (4) hour at time and one-half pay.

G. Bereavement Leave

When death occurs to member of an employee's immediate family; bereavement leave shall be granted at full pay and shall not be charged against the employee's accrued vacation or sick leave. Request for bereavement leave with pay up to five (5) working days (non-shift), and up to two regularly scheduled workdays (48 hours) (shift members), shall be granted. The immediate family shall include the spouse, registered domestic partner, mother, step-mother, father, step-father, grandparents and step grandparents, son, daughter, brother, sister, step children or foster child of the employee or employee's spouse or registered domestic partner. Such leave does not accrue or have any cash value.

In the event of the death of a person not immediately related to an employee, as defined above, the employee's department head may grant up to five (5) working days (non-shift) and up to two regularly scheduled workdays (48 hours) (shift members), of leave to be charged against the employee's accrued sick leave. If in the event the employee does not have sufficient amount of sick leave to cover the charged shifts the employee's vacation or CTO leave may be used. The amount of leave (sick leave, vacation, and/or CTO) granted to the employee shall be a minimum of six (6) consecutive calendar days if requested.

Section VI. OVERTIME

The parties agree that all employees in this bargaining group are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). However, the following special provisions for the payment of non-FLSA overtime will apply for the position of Fire Battalion Chief only:

A. Battalion Chief Non-FLSA Overtime

Non-FLSA overtime will only be paid for coverage of a twenty-four (24) hour shift or any portion thereof. Any employee holding the rank of Battalion Chief shall be eligible for non-FLSA overtime. Overtime shall be paid in thirty (30) minute increments for all eligible overtime hours worked.

Overtime hours shall be paid at the rate of one and one-half (1.5) times the employee's base hourly rate.

The hourly rate for computation of overtime for employees assigned to a forty (40) hour workweek will be based on a forty (40) hour workweek.

The hourly rate for computation of overtime for employees assigned to a fifty-six (56) hour workweek will be based on a 56 hour workweek.

Overtime pay shall not be paid for the following:

- Staff meetings
- Special projects
- Conferences and seminars
- Appearances before City Council and commissions,
- Public information presentations,
- Activities involved with the completion of normal activities.

Section VII. MISCELLANEOUS BENEFITS

A. Retirement

1. Effective January 1, 2005, the City provided enhanced retirement benefits pursuant to the formula outlined in Government Code Section 31664.1, commonly known as 3% at 50 for the safety employees, calculated on the single highest year of compensation.
2. Unit members hired on and after January 1, 2013 and designated as “new members” to StanCERA who are safety employees shall be enrolled in the 2.7% @57 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.

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

3. Except for “new members” as defined above in Subsection 2, the City shall pay 100% of the employee's contribution into the 1937 Act Stanislaus County Employees' Retirement system and shall vest said contribution in the employee's name.
4. Upon attaining 30 years of service with the City, or attaining the maximum employee benefit contribution requirement under the 1937 Act Stanislaus County Employees' Retirement System, the City shall continue to pay only the qualifying member's employee portion of the retirement contribution into a City-approved deferred compensation plan. The employee must designate, in the proper written format, into which plan the funds are to be disbursed in their name. The deferred compensation contribution, in lieu of the retirement payment, shall be effective with the first payroll period following the member's satisfaction of the 1937 Act maximum contribution attainment. The City's maximum obligation for deferred compensation contribution in lieu of retirement payments for the remainder of the employee's tenure with the City will be only for that actual amount being paid by the City for the member portion when the employee attained 30 years of service or maximum employee benefit contribution requirements under the 1937 Act.

B. Retiree Health Savings Account

The City agrees to implement upon retirement a retiree health savings plan administered by a provider selected by the City. Employees in this group will contribute upon retirement 100% of allowable Sick Leave Conversion and or Cash Out to a Retiree Health Savings account.

C. Memberships

Annual dues will be paid for employees in this unit for one service club or organization in the Ceres community. Discretion as to the appropriateness of the club or organization shall rest with the City Manager. Any time spent in service to such club or organization shall be strictly voluntarily and shall not constitute hours worked for the City.

D. Uniform Allowance

Each employee will be reimbursed for replacement uniforms per 12-month period up to a maximum reimbursement cost of \$1,150.

E. Educational Incentives

1. In order to promote highly trained and skilled professionals, the City is willing to provide education incentive to those individuals who demonstrate their improved education level. Education must be from an accredited college. The incentives provided shall be as follows:
 - a. Battalion Chiefs and Police Lieutenants with a Bachelor's degree, or Battalion Chiefs with a Fire Officer certification shall receive an additional pay incentive of five percent (5%).
 - b. Police Captains, Battalion Chiefs and Police Lieutenants with a Master's degree, or Battalion Chiefs with a Chief (Fire) Officer certification shall receive an additional pay incentive of seven and one-half percent (7.5%).
 - c. The percentages shall be applied singularly and not compounded; i.e., five percent (5%) for Bachelor's degree or Fire Officer certification, and seven and one-half percent (7.5%) for a Master's degree or Chief (Fire) Officer certification shall not be combined to be twelve and one-half percent (12.5%).

F. Professional Development

1. As an incentive for further individual professional and managerial growth for each employee, the professional development allowance will be \$750. Independent of, supplemental to, and not to be used as a substitution for or in conjunction with other budgeted City funds for training or conferences, the purpose of this benefit will be to assist in the payment of expenses for the employee to attend a national or international professional conference associated with or related to the employee profession and responsibilities with this City, enrollment in pertinent management training courses, enrollment in academic/educational classes or curriculum relative to their City employment, and/or payment for applicable tuition, books, or reference resources.
2. Acquisition of computer hardware, computer software and other technological equipment may be allowed, provided it is for the employee's individual use and benefit in the course of performing their City-employment responsibilities. Upon separation from City employment, the employee may request, and the City Manager may approve, employee purchase of any item previously purchased with professional development funds and in use for at least twenty-four (24) months previously, for the amount of one dollar (\$1). If the City Manager determines that an item which has been in use for less than twenty-

four (24) months is no longer required by the City, he/she can approve sale to the employee for the amount of one dollar (\$1). The decision of the City Manager shall be final.

3. Each employee shall obtain the City Manager's written approval of their intended use of said professional development funds prior to each encumbrance or expenditure. The annual allocation of funds for this purpose may be carried over into one subsequent fiscal year. No portion of these monies shall be provided to the employee for cash purposes or as additional compensation during employment or upon separation from employment.

G. **Strike Team Activity**

Battalion Chiefs shall receive 33% of reimbursement received by the City for time worked within their regular 40-hour work week and 60% of reimbursement received by the City for time worked in excess of the regular 40-hour work week for strike team emergency response participation.

Such compensation shall be paid only for actual response and only upon reimbursement to the City from the reimbursing agency.

Battalion Chiefs assigned to a 56-hour work week shall receive regular pay for regular assigned shifts and a rate of one and one-half (1.5) times the employee's base hourly rate for all other hours for strike team emergency response participation. Such compensation shall be paid only for actual emergency response.

H. **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.

I. **Continuation of Benefits**

Other health and welfare benefits (excluding pension) not specifically stated in this agreement or in the City's personnel rules shall be granted pursuant to the agreement with the Miscellaneous Bargaining Unit and shall continue in full force and effect for this group.

Section VIII. 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 IX. TERM OF AGREEMENT

The term of this agreement shall be from date of ratification through June 30, 2017.

During the course of this agreement, the Group retains the right to request a reopener regarding a Cost of Living Adjustment (COLA).

In the event the City makes changes to the Personnel Rules during the term of the agreement, the City will provide the Group with the opportunity to meet and confer over the changes as required by law.

CITY OF CERES

CERES PUBLIC SAFETY MANAGERS

Dated: November 15, 2016

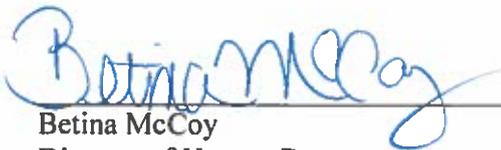
Dated: NOVEMBER 14, 2016



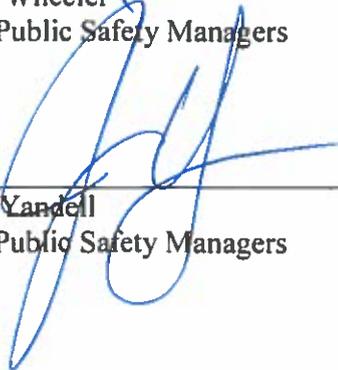
Toby E. Wells
City Manager



Randy Wheeler
Ceres Public Safety Managers



Betina McCoy
Director of Human Resources



James Vandell
Ceres Public Safety Managers