

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 through June 30, 2024.

**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
- Accountant
- Administrative Secretary – Confidential
- Code Enforcement Supervisor
- Deputy City Clerk
- Facility Maintenance Supervisor
- Fleet Services Supervisor
- Human Resources Analyst
- Human Resources Technician
- Landscape Maintenance Supervisor
- Police Dispatch 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 (15<sup>th</sup>) 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.
- F. Effective January 1, 2018, the City shall provide the Group with a roster of current bargaining unit members every 120 days, identifying the member, whether they are a union member. The City shall give the Group a minimum of two business days' notice prior to the orientation of a new bargaining unit member.

### 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 employee contribution for retirement will be as follows:

- Year 1 – 2/3 of the employee share of the current fiscal year retirement rate.
- Year 2 – 5/6 of the employee share of the current fiscal year retirement rate.
- Year 3 – 100% of the amount of the employee share of the current fiscal year retirement rate.

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. 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.
- 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. At the employee's option, sick leave

shall be paid or contributed to the employee's individual deferred compensation account at the current salary rate then being paid to the employee by the City of Ceres.

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. Health Benefits

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 amount stated herein, 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 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 Association 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 pre-tax life/AD&D, long-term disability or other supplemental insurance premiums, and contributions

to Flexible Spending Accounts (daycare and unreimbursed medical expenses) or Health Savings Accounts (HSA).

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.

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

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.

D. Retirement Health Savings

The City agrees to implement upon retirement of an employee a retiree health savings plan administered by a provider selected by the City. Employees in this group will contribute upon retirement 50% of allowable Sick Leave Conversion and/or Cash Out to a Retiree Health Savings account.

**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.

4. Employees may request all available CTO hours at the end of each calendar quarter be cashed out on the first pay period following the end of the quarter, at the employee's current regular rate of pay. Requests will be submitted two pay periods in advance of the end of calendar quarter. Calendar quarters end the last day of March, June, September and December.

B. Standby Time

Employees assigned "stand-by" by the appropriate Department Head shall receive three (3) hours straight-time pay each weekday and three (3) 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 then assigned to work in that higher classification for a period exceeding three (3) 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 first day worked in the higher classification. 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. Employees in this group will receive the following twelve (12) paid City 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. Employees in this group shall receive one (1) paid personal holiday to be selected by the employee who has completed at least six (6) months of employment with the City. The holiday is to be used on a date acceptable to both the member's supervisor and the 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 40 hours of vacation leave to be accrued in the coming fiscal year into cash, so long as the employee irrevocably elects to convert the amount of vacation leave at least twelve (12) months prior to the conversion. 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 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 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 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.
4. 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.
5. Additional time may be granted and paid from sick leave accruals for no more than five (5) working days in the following cases: When approved bereavement leave under 1-4 has been exhausted, but additional time is needed for the mental health of the employee:
  - Employee can request and be granted up to 5 working days to be charged against their accrued sick leave bank.
  - When someone other than a family member has died and the employee requests bereavement Leave.

## 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 annual 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

### A. Salaries

The City agrees to provide three (3%) cost-of-living increases in each year of the agreement, beginning upon ratification by City Council.

ARPA Funds:

- Full time employees hired on or prior to March 1, 2020 shall receive a one-time lump sum amount of ARPA Funds payment of \$5,000.00. This amount shall not be retirement reportable and will not be included in the regular rate of pay for overtime purposes. This one-time payment shall be issued within two pay-periods of ratification of this agreement and City Council approval.
- The First full pay-period following October 1, 2022, full time employees hired on or prior to October 25, 2021 shall receive a receive a one-time lump sum amount of ARPA Funds payment of \$5,000.00. This amount shall not be retirement reportable and will not be included in the regular rate of pay for overtime purposes.

Classic Member Pay

Classic employees hired (and continuously employed by the City of Ceres) prior to June 30, 2018, shall be eligible for an additional 5% base wage increase, so long as the employees have received at least an overall rating of satisfactory on their most recent performance evaluation. This provision will not trigger an employee's right for a disciplinary appeal under the City MOU or personnel rules. Classic members who are picking up the additional employee contributions for retirement shall receive an additional 1.5% wage increase as longevity pay (each year of 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

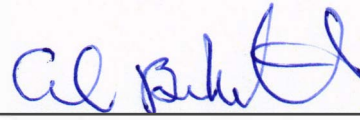
FIRST LINE SUPERVISORS/CONFIDENTIAL GROUP

Dated: 10/27, 2021

Dated: October 26, 2021



Alex Terrazas  
City Manager



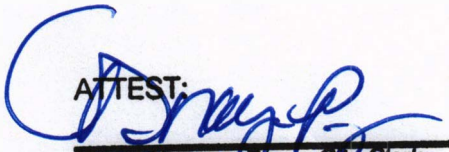
Al Burkett  
First Line Supervisors/Confidential Group

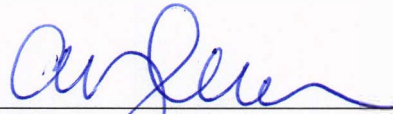


Theresa Roland  
Director of Human Resources



Marcy Pederson  
First Line Supervisors/Confidential Group

ATTEST:  
  
Diane Navares-Perez, City Clerk  
City of Ceres



Andrea Magdeleno  
First Line Supervisors/Confidential Group

Resolution 2021-110  
October 25, 2021

ATTEST  
Diane Havens, Clerk  
City of Orem