



# Memorandum of Understanding Between City of Ceres and Ceres Police Officer Association

EFFECTIVE THROUGH JUNE 30, 2029

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# AGREEMENT BETWEEN THE CITY OF CERES AND THE POLICE OFFICER ASSOCIATION

## ARTICLE I PREAMBLE

### SECTION 1.1 Sole Compensation and Benefits

The following shall be the sole compensation and fringe benefits applicable to employees of the Ceres Police Officers' Association (CPOA) and is all encompassing and supersedes all previous memoranda of understanding and agreements entered into between the City of Ceres and The Ceres Police Officers' Association. Except as modified or changed by the provisions of this Agreement, all provisions contained in any existing city ordinance, resolution, or any other policy of the City Council, or any existing departmental procedures or policies shall remain in full force and effect and may be modified or changed so long as such modification or change is not inconsistent with the provisions of this Agreement.

### SECTION 1.2 Terms of Agreement

This Agreement for terms and conditions of employment shall be effective the first full pay period following ratification by the Association and adoption by the City Council and shall expire June 30, 2029. The provisions of this Agreement will continue thereafter until such time as a new Agreement is negotiated except for those provisions that are identified to expire.

## ARTICLE II RECOGNITION

### SECTION 2.1 Exclusive Representative

The City of Ceres recognizes the Ceres Police Officers' Association as the sole and exclusive representative as provided in the City's Employer/Employee Relations Resolution for regularly employed, full-time employees of the Ceres Police Officers' Association which includes all sword officers and sergeants.

### SECTION 2.2 Payroll Deduction

The City agrees to enter into a payroll deduction plan with employees of the Ceres Police Officers' Association with respect to credit union membership, representation fees, and CPOA dues. The Association 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 provisions of the dues deduction provision in this Agreement.

### SECTION 2.3 Union Orientation

The City shall provide the Association with a roster of current bargaining unit members every 120 days, identifying the member, whether they are an agency shop or union member. The City will provide the Association with at least two business days' notice prior to the orientation of a new bargaining unit member.

## ARTICLE III SALARIES

### SECTION 3.1 Compensation

Salary Adjustments: Provided that this Agreement has been ratified by the bargaining unit and approved by the City Council, the City agrees to provide a 5% base salary increase for bargaining unit employees, effective the first full pay period following July 1, of each year covered by this agreement. The annual increase shall occur each subsequent fiscal year for the duration of this agreement as outline below:

- Year one: 5% effective first full pay period after July 1, 2025
- Year two: 5% effective first full pay period after July 1, 2026
- Year three: 5% effective first full pay period after July 1, 2027
- Year four: 5% effective first full pay period after July 1, 2028

### SECTION 3.2 Salary Ranges

For the purposes of this Agreement, Range 36U applies to sworn Peace Officers, Range 40U applies to Sergeants.

### SECTION 3.3 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. Appointments 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.

## ARTIVE IV BENEFITS

### SECTION 4.1 Health Benefits

Effective with the plan year beginning January 1, 2025, the following terms shall apply:

- a. 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 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.
- b. 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. \$405 semi-monthly (\$810 monthly) for employees enrolled in Employee-Only medical coverage.
  - b. \$800 semi-monthly (\$1,600 monthly) for employees enrolled in Employee+ 1 medical coverage.
  - c. \$1,125 semi-monthly (\$2,250 monthly) for employees enrolled in Employee + Family (more than one dependent) medical coverage.
- c. The City shall pay one hundred percent (100%) of the dental and vision premiums for employees who waive medical coverage.
- d. Employees who waive medical coverage shall receive \$100 semi-monthly (\$200 monthly) taxable compensation.
- e. The City shall continue a Section 125 program for pre-tax deductions for the employee share of medical, dental, and vision insurance premiums.
- f. 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 employees employment.

Cash payments 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.

In the event that the Affordable Care Act is repealed, the City agrees to meet and confer with the Union regarding this issue.

#### SECTION 4.3 Term Life

1. The City shall provide each employee 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.

### ARTICLE V RETIREMENT

#### SECTION 5.1 Membership

The City shall continue membership in the Stanislaus 1937 Act Retirement Plan.

#### SECTION 5.2 Retirement Benefits

For employees hired before the date the City establishes a new pension tier with StanCERA, the City shall provide retirement benefits pursuant to the formula outlined in Government Code Section 31664.1 commonly known as 3% at 50, calculated on the single highest year.

The California Public Employees' Pension Reform Act of 2013 (PEPRA)

Any provisions 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.

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 PEPRA. As required under PEPRA, "new members" shall:

- 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



- Have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

### SECTION 5.3 City/Employee Contribution

Except for "new members" as defined above in Section 5.2, the employee contribution for retirement will be as follows:

- Classic members shall pay full employee retirement contribution.
- Employee'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.

### SECTION 5.4 Deferred Compensation and Retiree Health Benefits

- a. During open enrollment each year, members of the CPOA may contribute 40 hours per year of a combination of sick and/or vacation leave to their individual deferred compensation account in the first pay period of January each year.
- b. Upon retirement, employees may contribute to their individual deferred compensation account any unused accrued vacation, CTO or holiday time in whole or in part, as allowed in Section 7.3 (a) of this agreement.
- c. Upon retirement, the City will permit all employees in the bargaining unit to enroll in a retiree health savings plan as designated by the bargaining unit (including the City's existing plan) at no cost to the City.

## ARTICLE VI UNIFORMS

### SECTION 6.1 Uniform Allowance

- a. For the term of this Agreement the annual uniform allowance shall be \$1,500.
- b. The annual uniform allowance is to provide for all costs for uniform care including alterations, cleaning, repair, purchase and replacement of duty uniform clothing, and uniform related accessories, i.e., shoes, name badges, inclement weather gear, hats, etc. Uniforms damaged in the line of duty may be replaced by the department upon proper application through departmental procedures. All uniform and uniform-related items worn are to be approved and recognized by the department as proper duty-uniform pieces. Items specifically excluded from uniform allowance purchase are those deemed to be safety items by the department and listed in Section 6.4, of this Article VI.
- c. The uniform allowance will be paid to each employee under this agreement in two fifty percent (50%) payments per year, on the regular issued payroll check. One- half the allowance will be paid on second payroll issued in June. The second half of the allowance will be paid on the second payroll issued in December.

- d. It is understood that the department has maintained a high standard for officer and uniform appearance. Each employee shall agree to maintain and care for uniforms in a manner that continues, and will in the future continue, to meet appearance and uniform standards as directed by the department.
- e. The City shall pay the same uniform allowance under the same terms as Section 6.1. (b) above per year to officers assigned to plain clothes duty. The uniform allowance covers all items as listed in Section 6.1(b) above in the event an employee is assigned from plain clothes duty to patrol or engages in patrol activities.
- f. The City shall pay uniform allowance, on a pro-rated basis to any employee leaving City service. Payment of pro-rated uniform allowance will be part of the employee's final compensation.

#### SECTION 6.2 Recruit Uniforms

- a. The City agrees to provide recruit officers entering the police service, at the time of appointment, the following:
  - Two (2) shirts, long sleeve Two (2) shirts, short sleeve Two (2) trousers
  - One (1) cap
  - One (1) utility jacket One (1) necktie
- b. The uniform allowance for an entry officer shall be pro-rated beginning with the next month following the date of hire through the remainder of the calendar year.

#### SECTION 6.3 Special Assignment Issue

- a. The City agrees to purchase the following initial equipment upon appointment of an employee to a special assignment:
  - 1) Motorcycle Officer:
    - Helmet
    - Eye protection (day and night)
    - Winter/summer gloves
    - Riding pants
    - Riding boots
    - One (1) set (pant and/or shirt) per year upon department approval.
  - 2) SWAT Team:
    - Eye protection
    - Balaclava
    - Helmet Nomex gloves
- b. The assigned employee thereafter shall be responsible for care, natural wear and tear, replacement, excluding items damaged in the line of duty and additional items as per the terms of Section 6.1 of this Article VI during the remainder of the assignment.

## SECTION 6.4 Uniform Safety Equipment

- a. The City and the Association agree that certain items are considered safety equipment and department issued. Such department issued safety equipment shall include, but not be necessarily limited to:
  1. Bulletproof vest.
  2. Weapon and three magazines approved by the department for use.
  3. Duty leather to accompany dept. issued equipment.
  4. Handcuffs
  5. O.C. spray
  6. Baton
  7. Flashlight
- b. The above items are considered issued items and City property and as such the employee is responsible for maintenance and care of the above items. The items will be considered for replacement upon determination by the department designee as to have sustained normal wear and tear to no longer be serviceable or damaged in the line of duty. Replacement under other circumstances remains at the discretion of the department.

## ARTICLE VII LEAVE PROVISIONS

### SECTION 7.1 Sick Leave and Sick Leave Conversion

- a. Each full-time employee will receive eight (8) hours sick leave for each full month of employment, to a total of ninety-six (96) hours per year. Each employee of the CPOA shall be allowed to accumulate an unlimited amount of sick leave.
- b. Any employee covered by this Agreement who has not taken more than the equivalent of 4.5 days of sick leave (excluding sick leave used concurrently with protected 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 shall be entitled to convert 24 hours of unused sick leave to leave with pay or contribute to their individual deferred compensation account, providing that at no time, including the 24 hour conversion, shall the employee's sick leave balance fall below 192 hours.

### SECTION 7.2 Sick Leave Abuse

The City Manager or department head shall have the authority to demand certification of sick leave by a licensed physician, dentist, or other recognized health practitioner. Normally this certification will only be required from those individuals who have established a record clearly identifiable as potential abuse. Examples of said abuse may be, but are not limited to, the following:

- a. A recognizable trend of sick leave abuse involving sick leave days being used to extend normal days off.
- b. An excessive use of sick leave. Excessive use is defined as sick leave use which exceeds the average sick time usage of the department within any twelve-month period. Any major illness or injury or other extenuating circumstance, should be noted when determining excessive use.
- c. Any other developable trend which could cause suspicion, when documented, as abuse of sick leave.

### SECTION 7.3 Sick Leave Compensation

- a. Fifty percent, 50%, of unused sick leave shall be paid as compensation at retirement or contributed to the employees deferred compensation account in accordance with Section 5.S(b) as determined by the employee. Sick leave shall be paid at retirement at the current salary rate the employee is receiving from the City.
- b. 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 whether service or non-service connected 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 employee for deferral of retirement payments, is not considered as "retiring" for eligibility to receive payment for a portion of any unused sick leave benefit as stated herein.

### SECTION 7.4 Payment of Uniform Allowance and Assignment Pay on Non- Industrial Disability

- a. Uniform allowance shall stop at the end of the 12th consecutive week of non- industrial disability leave and will not resume until the employee returns to duty. The allowance will resume on a pro-rated basis upon the employee's return to duty and paid in accordance with Section 6.I(a) herein.
- b. Special assignment pay for employees shall stop at the end of the 12th consecutive week of non-industrial disability leave. Assignment pay may resume upon an employee's return to duty and reassignment to special duty by the Chief of Police or designee.

### SECTION 7.5 Leave for Department Promotional Exams

- a. Off-duty employees participating in department promotional exams will not be paid overtime if they elect to take part in department promotional exams.

- b. Employees who are on-duty during the time of the exam shall be given release time to attend the examinations. Release time is compensable.
- c. If the department promotional exam is on the off-duty time of the employee and the employee is scheduled to work a shift following or prior to the scheduled department promotional exam, the employee will work the shift unless they make arrangements to submit for the time off.
- d. If the department promotional exam is during the employee's scheduled shift, the time spent during the department promotional exam process is paid and the employee is considered on duty. The employee must finish their shift upon completing the department promotional exam. If the employee chooses not to complete their shift, they must submit for time off to cover the time that remains on their scheduled shift.

#### SECTION 7.6 Shift Trades and Early Relief

- a. The practice of shift trading shall be voluntary on the part of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.
  - 1. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.
  - 2. A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").
  - 3. If one individual fails to appear for the other (regardless of the reason the person who was "traded in" will be listed as absent without leave and may be subject to disciplinary action.
- b. **Early Relief (Partial Shift Trades)**

The practice of early shift relief shall be voluntary on the part of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief.

"Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

## SECTION 7.7 Holidays

- a. Employees shall receive six (6) holidays on the first full pay period per calendar year, credited at ten (10) hours per holiday for a total of 60 (sixty) hours. This credit is to recognize that employees may be required to work on an observed city holiday. Holiday time credit will be pro-rated for all newly hired employees in their initial calendar year.
- b. Employees on the 4/10 or 4/11 work schedule who take the holiday off will be charged 10 hours for the holiday.
- c. Holidays not taken by December 31 for holidays accrued in the calendar year shall be paid to an employee at the employee's hourly pay as of December 31, the second pay period in January of the following calendar year. Unused holiday time shall not be allowed to accrue or carried forward from one calendar year to the next calendar year.
- d. Employees assigned to other than a 4/10 or 4/11 shift plan observe the holidays as listed in paragraph 7.7(g) below.
- e. City shall audit the holidays used by an employee and the holidays which have been observed by the City upon employee's termination, resignation, reassignment to a 5/2 (5 days on, 2 days off) shift, or retirement from the City. The City shall deduct any owed holiday time from accumulated vacation, CTO, or if accumulated time is not sufficient, from the final pay issued upon ending city employment for holiday time used, but not yet observed by the City in that calendar year.
- f. Accumulated holidays shall be paid to an employee at the hourly rate of pay calculated on a 260-day, 2,080 hour work year upon termination, resignation, or retirement from City service.
- g. Holidays are as follows:

New Year's Day

Martin Luther King Day Presidents' Day Memorial Day

Fourth of July Labor Day Veterans Day

Thanksgiving Day & day after

One-half day Christmas Eve and one-half day New Year's Eve Christmas Day

Floating Holiday

## SECTION 7.8 Vacations

- a. Vacation leave administration is as stated in Personnel Rules, Rule X, Section 10.5(a) through (c)(3).
- b. Paid vacation time for full time employees shall accrue, dependent on work schedule, as follows:

<b>Years of Continuous Service</b>	<b>Annual Accumulation</b>	<b>Equivalent Hours Earned per Pay Period 4/10 or 4/11 Schedule</b>	<b>Equivalent Hours Earned per Pay Period Other Schedule</b>
1 – 4	10 Days	3.846 Hours	3.08 Hours
5 – 10	15 Days	5.769 Hours	4.62 Hours
11 – 19	20 Days	7.692 Hours	6.15 Hours
20 +	1 additional day per year for each year over 20, maximum of 25 days per year.		

- c. The above accruals will apply if the 4/10 detective and/or the 4/11 patrol shift are implemented.
- d. Employees will not be allowed to accrue more than 480 hours of vacation time. Employees who have reached the 480 hour maximum vacation accumulation shall not accrue additional vacation hours. Accrual of vacation hours shall resume once the balance is reduced through time off.
- e. An employee may request a temporary waiver of the maximum accrual rate provision in 7.8 d. above. A temporary waiver of the vacation accrual cap shall be granted by the department head with approval of the City Manager only when a properly requested vacation has been denied and the employee's accrued balance will exceed 480 hours as a result of the inability to use the planned vacation. The temporary waiver will only be applied to those hours over the maximum which would have been used for an authorized vacation. The waiver hours shall be available for only six months from the date of the originally planned vacation and shall be used first for time off when taken. The waiver hours will be accounted for separately and will not appear on the vacation earned column on an employee's pay stub.

## SECTION 7.9 Bereavement Leave

- a. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of five (5) scheduled work days in the event of the death of the employee's spouse, registered domestic partner, or children, including stepchildren. Other than said paid leave, such leave does not accrue or have any cash value.

- b. An employee of this bargaining unit shall be entitled to leave with pay for a maximum of three (3) scheduled work days, in the event of the death of the employee's parents, siblings, grandchildren or grandparents. Other than said paid leave, such leave does not accrue or have any cash value.

The definition of parent and siblings as used herein shall mean stepparent or half-sibling, foster parent as well as natural parents of the employee.

- c. An employee 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 brother-in-law, sister-in-law, or parents or grandparents by marriage or registered domestic partnership. Other than said paid leave, such leave does not accrue or have any cash value.
- d. Additional time may be granted and paid from accrued vacation or CTO time upon request from the employee and approval of the appropriate department representative.
- e. The City reserves the right to request proof of the death of the deceased and the employee's relationship to the deceased.

## ARTICLE VIII

### STANDARD WORK PERIOD AND TRAINING DAYS

#### SECTION 8.1 Work Schedules

- a. Four-Ten (4/10) Schedule

Employees assigned to Detectives, or the Traffic Unit normally work a 4/10 schedule. The 4/10 schedule shall consist of four (4) consecutive workdays of ten (10) hours each followed by three (3) consecutive days off in a twenty-eight (28) day work period.

- b. Four-Eleven (4/11) Schedule

1. Employees assigned to Patrol normally work a 4/11 schedule. The 4/11 schedule shall consist of four (4) consecutive workdays of eleven (11) hours each followed by four (4) consecutive days off in a twenty-five (25) day work period. The eight-day work cycle repeats every eight (8) weeks.
2. Effective January 1, 2017, employees assigned to a 4/11 schedule will be responsible to account for forty (40) additional hours per year. These hours shall be scheduled by the department for required training or additional duties as assigned. Effective July 1, 2021, 38 hours will be credited/coded as non-paid vacation time to reflect the hours are StanCERA pensionable hours.

Employees who do not meet the required yearly regular hours may elect to use vacation, comp time or holiday time to make up any deficit hours. Employees on approved sick leave may utilize sick leave to make up time. Employees shall be required to make up mandated training.



## ARTICLE IX

### OVERTIME/STANDBY/COURT APPEARANCE/CALL OUT

#### SECTION 9.1 Overtime

- a. Overtime is defined as actual time worked in excess of a regularly scheduled shift. The City agrees to provide overtime at the premium rate of one and one-half times the actual hours worked. In calculating overtime eligibility, sick leave, vacation leave, bereavement leave, and compensatory time shall not be considered as time “worked” in meeting the work performed in excess of the member’s designated regular daily work hours minimum in calculating overtime eligibility.
- b. The employee shall have the option of being paid or accumulating CTO for overtime worked. Request for payment of overtime shall be made on the employee time card submitted covering the pay period during which the overtime was earned. Compensatory time off shall be scheduled with the approval of the department head, or designee.
- c. If an employee accumulates more than one hundred twenty (120) hours of compensatory time off during any calendar quarter, consideration for payment at a regular rate shall be made in accordance with the following:
  1. All time in excess of 120 hours at the end of each calendar quarter shall be paid on the first pay period following the end of the quarter at the employee's current regular rate of pay. In addition, employees may request CTO hours in excess of 48 hours at the end of each calendar quarter to 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.
  2. Employee may option to split time off and payment with department approval.
  3. CTO usage will occur within a reasonable time period after making a request unless using the CTO will unduly disrupt operations. CTO usage requires the approval of the Chief of Police or his/her designee.
- d. Upon separation from employment, compensatory time off shall be cashed out at the higher rate of employee pay, either the employee's final regular rate of pay, or the employee's average regular rate of pay during the last three years of employment. (Overtime shall be calculated at the premium rate of one and one-half times per hour times the regular rate of pay for the employee if payment is made.)

## SECTION 9.2 FLSA 7K Exemption

- a. Pursuant to the provisions of the Fair Labor Standards Act, the City of Ceres hereby declares a 7K exemption for Sergeants and Police Officers represented by this Agreement effective December 31, 2005. Accordingly, the work period for employees on a 4/11 work schedule shall be 25 days encompassing 153 hours; the work period for employees on a 4/10 work schedule shall be 28 days encompassing 171 hours.
- b. The Purpose of this Section is to permit compressed work schedules. This Section does not change the past nor current practice of how overtime is calculated or paid for all work performed beyond the regularly scheduled work shifts.
- c. For purposes of administration, it will be assumed that unless the employee directs the Finance Department otherwise, all overtime will be paid. The employee shall have the responsibility to request, in writing, compensatory time off for those hours specified in this Agreement.
- d. Should FLSA be rescinded for employees represented by this agreement, the City and the CPOA agree to re-open the overtime provisions of this agreement.

## SECTION 9.3 On-Call Pay

- a. Employees required to be on-call will be paid two (2) hours of straight time hourly pay per day when assigned to be on-call.
- b. Rotation of on-call status will be fair and equitable. While on-call, each employee agrees to be readily accessible via telephone, radio, and answer all calls promptly.
- c. The City is not required to assign any employee to on-call status and nothing contained in this Article, Section or Agreement commits or requires the City to assign employees to on-call duty.
- d. Detectives shall be eligible for on-call pay.

## SECTION 9.4 Court Appearance

- a. For actual court appearance from 8 AM to 1 PM, four (4) hours minimum at time and one-half shall be paid.
- b. For actual court appearance from 1 PM to 5 PM, four (4) hours minimum at time and one-half shall be paid.
- c. The option of paid compensation or compensatory time-off shall be granted at time and one-half rate.
- d. Court appearance time will be credited toward the hours worked as established by the Fair Labor Standards Act referred to in Article IX; Section 9.2(a) of this agreement. Court appearance within one (1) hour prior to or after regularly scheduled shift shall be paid at time and one-half and the four (4) hours court minimum does not apply.

- e. Those employees on standby shall receive a minimum of two (2) hours at the time and one-half premium rate. The two (2) hours shall be paid unless compensatory time off is elected by the employee within the framework established in Article IX, Section 9.1(b) of this agreement.
- f. Should an employee on standby pursuant to Section 9.4(e) be called to court, then Section 9.4(a) or (b) shall apply and overtime shall be paid according to Section 9.4(a) or (b).
- g. The provisions of Section 9.4(a) or (b) shall prevail when an employee on standby who proceeds and appears at court after receiving a call to do so, is subsequently then "called-off".
- h. Employees who are off duty and appearing for court will furnish their own transportation to and from court.

#### SECTION 9.5 Call Out

- a. Call out to duty shall not apply to court appearance as outlined in Section 9.4 above.
- b. Calls to begin a regularly assigned shift 2 hours or less before an assigned shift shall be reckoned by the time actually worked and shall not be considered call out to duty. Employee requested to report to work more than two (2) hours early on a regularly assigned workday shall be paid a minimum of four (4) hours at time and one-half.
- c. Requests to work past a regularly assigned shift when presented prior to the normal end of shift shall not be considered call out time.
- d. Employees who receive a minimum of seventy-two hours (72 hours) notice to work on an unscheduled workday shall be paid a minimum of two (2) hours at time and one-half upon reporting for duty. A minimum of four (4) hours at time and-one-half shall be paid to employees who are called to duty and who report to duty on an unscheduled workday who do not receive a minimum of seventy-two hours (72 hours) advance notice.
- e. The above paragraph d. does not apply when an employee voluntarily agrees to work overtime which may be less than the seventy-two hour (72 hour) notice.
- f. Employees receiving call-out pay of 4 hours may be assigned additional duties for the full time paid.

### ARTICLE X PAY INCENTIVES

#### SECTION 10.1 Educational Incentive

In order to promote more highly trained and skilled officers in the field, the City is willing to provide an education incentive to those individuals who demonstrate their improved training and education level.

The method for demonstrating improvement shall be the acquisition of certificates issued by the Peace Officers Standards and Training. The incentive provided shall be as follows:

- a. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Intermediate Certificate issued by the Commission on Peace Officers Standards and Training, and between 30 and 60 acceptable college units, the City will provide an additional pay incentive of two and one-half percent (2 ½%).
- b. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Intermediate Certificate issued by the Commission on Peace Officers Standards and Training, and between 61 and 90 acceptable college units shall receive an additional pay incentive of five percent (5%).
- c. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Advanced Certificate issued by the Commission on Peace Officers Standards and Training and less than 90 acceptable college units, shall receive an additional pay incentive of seven and one-half percent (7.5%).
- d. For those individuals who currently have, or who obtain during the terms and conditions of this contract, an Advanced Certificate issued by the Commission on Peace Officers Standards and Training, and 91 or more acceptable college units, to and including a college degree, shall receive an additional pay incentive of ten percent (10%).
- e. It shall be the employee's responsibility to request and ensure that the proper documentation to obtain educational incentive pay is submitted to the department. Documentation and request for educational incentive pay is required for each level obtained. Educational incentive pay is effective from the date the written request is approved by the department.
- f. Acceptable college units will be determined by the appropriate college catalog under which the employee is enrolled. The college shall provide proof of a declared major and the date of the appropriate catalog. Any question as to the validity of acceptable units shall be determined by the college in which the employee is enrolled.
- g. The percentages shall be applied singularly and not compounded; i.e., two and one-half percent (2 ½%) for Intermediate Certificate and an additional five percent (5%) for higher educational attainment shall not be combined to be 7.5%.

## SECTION 10.2 Bilingual Pay

- a. Employees that meet the bilingual pay requirements and obtain certification of proficiency will receive 2.5% per month pay incentive on hourly salary.
- b. Bilingual pay will be paid for one language only to include the following: Spanish, Portuguese, and any Middle Eastern or Southeast Asian language.
- c. Bilingual pay requirements, standards, testing and documentation for bilingual pay procedures will be established by the Chief of Police and the City Manager's office.

### SECTION 10.3 Longevity Pay

Bargaining unit member with 10 or more years of full-time law enforcement experience as a sworn peace officer are eligible to receive a five percent (5%) longevity pay differential. Three of the ten years of law enforcement experience must be continuous years of service with the City of Ceres. A break in service of less than six months will count towards the ten years or more of full-time law enforcement experience as a sworn peace officer for eligibility.

## ARTICLE XI ASSIGNMENT PAY

### SECTION 11.1 Detective

- a. The assignment of Detective and Detective Sergeant is designated at the discretion of the Chief of Police or designee. An employee assigned as a Detective or Detective Sergeant shall receive assignment pay of 5% of his/her base monthly salary for the duration of the assignment. Assignment pay shall cease when the assignment of Detective or Detective Sergeant is removed.
- b. Assignment of a patrol officer to Investigations is not considered a promotion. The Chief of Police, or designee, may utilize any criteria or selection method of his discretion to fill the assignment of Detective. The Detective assignment may be removed from an employee at the discretion of the Chief of Police, or designee, and unless specifically stated as such, removal of the assignment is not considered punitive in nature.

### SECTION 11.2 Field Training Officer

- a. The assignment of Field Training Officer is hereby established. Field Training Officers are assigned at the discretion of the Chief of Police or designee. An officer assigned as a Field Training Officer shall receive assignment pay of 2.5% of his/her hourly compensation. The assignment pay shall cease when the assignment of Field Training Officer is removed.
- b. A Field Training Officer is an assignment of a patrol officer from the Police Division and shall not be considered a promotion rating.
- c. The Chief of Police, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment of Field Training Officer may be removed from an employee at the discretion of the Chief of Police, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

### SECTION 11.3 Out of Class Assignment

- a. The department may work employees out of classification for up to twenty (20) consecutive working days without additional compensation. On the twenty-first (21st)

consecutive working day the employee works out of classification and for each additional consecutive working day the employee works out of classification, they will be paid at the step A of the class to which assigned.

- b. In no event shall the employee receive lower than a five percent (5%) increase in pay for out of class assignment.
- c. Investigators and Field Training Officers designated to an out-of-class assignment shall receive only the class assignment pay.

#### SECTION 11.4 Canine Unit

- a. CANINE PAY: The parties agree that three tenths of an hour (.3) per day, 365 days per year or 9.1 hours per month is hereby recognized as the amount of time required per day for kennel care (feeding and grooming) of police canines. The parties agree to discuss canine care during the term of the Agreement.
- b. The following formula establishes a weighted pay rate by defining total monthly pay, combining a police officer's regular salary and minimum wage for kennel care. The total monthly pay is divided by the total hours worked, defined as regularly scheduled on-duty police officer hours and kennel care as described above, excluding regular overtime. The weighted pay rate shall be paid at time and one half for kennel care only. All other overtime worked including, but not limited to, canine demonstrations, training and police work shall be paid in accordance with Article IX of this Memorandum of Understanding.
- c. Officers assigned to the department's K-9 unit shall receive assignment pay based on the following formula and based upon :LU minutes per day for canine care:

.3	hours per day
x7	days per week
2.1	hours per week
x52	weeks per year
109.20	hours per year
)12	months in the year
9.1	hours per month kennel care
\$X.XX	current federal minimum wage
\$XX.XX	monthly kennel care pay
+\$XXX.XX	current officer base pay
<b>=\$XXX&gt;XX</b>	<b>Total monthly pay</b>

\$XXXX.XX	total monthly pay
)182.4	total hours worked (Kennel care 9.1 + scheduled duty 173.3)
<b>=\$XX.XX</b>	<b>hourly weighted pay rate</b>
x 1.5	OT rate
<b>=\$XX.XX</b>	<b>weighted OT pay rate</b>
9.1	hours per month
<b>=\$XXX.XX</b>	<b>monthly OT kennel care pay</b>

- d. The Chief of Police, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment of K-9 unit may be removed from an employee at the discretion of the Chief of Police, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

#### SECTION 11.5 SWAT

- a. Officers assigned to the department's SWAT unit shall receive a flat rate assignment pay equal to two and one-half percent (2.5%) of a top step police officer's monthly salary for the rank of police officer, regardless of rank per month.
- b. The Chief of Police, or designee, may utilize a selection method of his discretion to fill this assignment. The assignment to SWAT unit may be removed from an employee at the discretion of the Chief of Police, or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.

#### SECTION 11.6 Motor Officer

In lieu of assignment pay and for recognition of equipment and vehicular maintenance requirements for the motorcycle, the City agrees to provide 14 hours per month, 30 minutes per shift, to the motor officer for motorcycle maintenance and care. The parties recognize that this is release time from the officer's duty shift, flexed within the pay period, as determined by the officer with supervisory approval. The parties agree that this time fully covers the motorcycle maintenance and care requirements.

#### SECTION 11.7 School Resource Officer, DARE Officer, Equestrian Unit

- a. Officers assigned to School Resource Officer (SRO) and DARE assignments shall receive five percent (5%) assignment pay effective January 1, 2004. Assignment pay ends when the assignment is removed.
- b. SRO and DARE are assigned at the discretion of the Chief of Police or designee.
- c. The Equestrian Unit assignment is at the discretion of the Chief of Police or designee and they may utilize a selection method at their discretion to fill this assignment.
- d. It is agreed and understood that the City Council Resolution 2002-26 and the attached agreements are the governing documents which cover the terms and conditions under which assigned officers/sergeants will provide their horses for use in the Equestrian Unit.

#### SECTION 11.8 Ceres Neighborhood Enhancement Team

- a. Assignment to the Ceres Neighborhood Enhancement Team (CNET) is given at the discretion of the Chief of Police and in accordance with Department Policy. An officer assigned to CNET shall receive assignment pay of five percent (5%). For salary administration purposes only, assigned Police Officers shall be paid at the same salary range as Investigator, 38U, and the assigned Sergeant shall be paid at the same salary

range as Investigative Sergeant, 44U. The assignment pay shall cease when the assignment to CNET ends.

- b. Assignment to CNET shall not be considered a promotion. The Chief of Police may utilize a selection method of his/her discretion to fill the assignment. The assignment may be removed from an employee at the discretion of the Chief of Police, and unless specifically stated as such, removal of the assignment is not considered punitive in nature.
- c. This provision and the assignment pay shall be effective, retroactively, to July 13, 2015 for the Sergeant assigned to CNET as of that date, only. All other officers who may be assigned in the future shall receive the assignment pay as of the date of their assignment to CNET.

#### SECTION 11.9 Internal Affairs Sergeant

- a. Sergeants assigned by the Chief of Police to Internal Affairs shall receive five percent (5%) assignment pay. Assignment pay ends when the assignment is removed.
- b. Assignment to Internal Affairs is not considered a promotion. The Chief of Police, or designee, may utilize any criteria or selection method of his discretion to fill the assignment of Internal Affairs. The Internal Affairs assignment may be removed from an employee at the discretion of the Chief of Police, or designee, and unless specifically stated as such, removal of the assignment is not considered punitive in nature.

## ARTICLE XII SAFETY

#### SECTION 12.1 Participation in Employee Safety Program

The CPOA will actively cooperate with the City in the development and implementation of an Employee Safety Program, and in the improvement of employee safety practices. CPOA employees will, at all times, observe proper employee safety practices, and the City Manager will meet with CPOA representatives to discuss safety practices upon request.

#### SECTION 12.2 Safety Equipment

CPOA employees will, at all times, wear and use all safety equipment provided by the City, and the CPOA will cooperate in the enforcement of this policy. Safety equipment purchased by the City remains the property of the City.

#### SECTION 12.3 Firearms Training

Employees will attend firearms training a minimum of one (1) time during each calendar quarter and shall qualify a minimum of two (2) times per calendar year.



## ARTICLE XIII FITNESS

### SECTION 13.1 Use of City Gym

The City provides an equipped gym for the use of employees. Use of the gym is recognized as strictly voluntary and does not constitute compensable time under FLSA regulations.

## ARTICLE XIV SERVICE TO THE PUBLIC

The CPOA will actively assist in and encourage improved service to the citizens of Ceres, and CPOA employees will, at all times, provide helpful and courteous service to the citizens of Ceres.

## ARTICLE XV PUBLIC RELATIONS, PROFESSIONAL POSTURE AND CONDUCT

All CPOA employees will, at all times, maintain themselves in a respectful and proper manner, and the CPOA will cooperate with the City to achieve this goal.

## ARTICLE XVI CPOA RESPONSIBILITIES

- a. Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the CPOA agrees that it will take all reasonable steps to cause the employees covered by this Agreement individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- b. The CPOA, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.
- c. The CPOA further agrees that it shall not encourage any strikes, sit-down, stay-ins, slow-downs, speed-up, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

## ARTICLE XVII MANAGEMENT RIGHTS

It is understood and agreed that it is the interest and prerogative of the employer 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 time 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, 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. In addition, the employer retains the rights to hire, lay-off, classify, terminate, or otherwise discipline for good cause, assign, evaluate, and promote employees, as long as it does not violate the provisions of the Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement.

Whenever practicable, the employer shall initiate meeting and negotiating sessions with the CPOA concerning the impact of the emergency prior to implementing the modifications to the agreement.

But, in any event, when an emergency has been declared either party may serve notice on the other that it desires to meet and negotiate concerning the impact of the emergency upon the agreement, and the other party shall agree to meet and negotiate within five (5) working days from receipt of notice.

## ARTICLE XVIII APPEALS PROCEDURE

### SECTION 18.1 Appeal Procedure for Disciplinary Action

Pursuant to this Agreement bargaining unit employees shall relinquish the right to an appeals board hearing in accordance with City Personnel Rule Sections 13.7-13.13 for discipline imposed which is considered a non-disciplinary transfer, a written reprimand, or less (by normal progressive discipline standards).

#### a. Modification of Personnel Rule XIII Disciplinary Action

Effective November 27, 2017, the City's Personnel Rule XIII - Disciplinary Action, is modified with regard to disciplinary action involving the following proposed disciplinary actions:

- Discharge;

- Disciplinary suspension or reduction in pay resulting in loss of compensation of 40 work hours or more;
- Disciplinary demotions;
- Disciplinary transfers (excluding non-disciplinary transfers such as rotations or assignments based on managerial preference).

1. Written Notice

In the event that the Department determines that a permanent employee should be disciplined as stated in Section 18.1(a) above, written notice of the proposed discipline shall be served on the employee either by personal service or by U.S. mail addressed to the employee at his/her last known address. Said written notice shall state: (1) the reason(s) for the proposed discipline, (2) the effective date of the action, and (3) the specific acts or omissions upon which the proposed action is based, stated in ordinary and concise language. Service shall be deemed complete on the day the employee is personally served, or if service is by mail, two days after notice is deposited in the U.S. Mail.

2. Employee Review The employee will be given an opportunity to review the documents or materials upon which the proposed discipline is based, and, if practical, the employee will be supplied with a copy of the documents at the time the written notice of the proposed discipline is served on the employee.

3. Employee Response and Decision of Department Head. Within seven (7) working days after service of the notice of proposed discipline, the employee will have the right to respond orally or in writing, at the employee's option, to their respective Department Head or the Department Head's designee concerning the proposed disciplinary action. The employee may have a representative of his/her choice present at the time such response is made. The Department Head or designee, shall consider the employee's response and shall affirm, modify, or suspend the proposed disciplinary action. The decision of the Department Head or designee shall be served on the employee in the same manner as provided in Section 13.3 of the Personnel Rules for the service of the notice of proposed disciplinary action within seven (7) working days of receipt of the employee's written response or oral presentation. The decision of the Department Head, or designee, shall advise the employee of his/her appeal rights.

4. Right of Appeal

The employee may, within seven (7) days of service of the decision of the Department Head, or designee, appeal the decision. The appeal must be in writing and state specifically the reason(s) upon which the appeal is based and the restitution being sought. If the employee fails to appeal within the specified time, or subsequently withdraws his/her appeal, the disciplinary action taken by the Department Head, or designee, shall be final. The appeal shall be filed with the City Manager.

5. Type of Appeal

Upon filing the request for an appeal, the employee shall state whether he/she wishes to process the appeal under the current provisions of Personnel Rule, Section 13.8 to the Appeals Board, or whether he/she wishes to process the appeal by the Arbitration provisions provided herein. The Arbitration procedure may be used only when the Department Head, or designee, decision imposes discipline as stated in Section 18.I(a) above.

6. Submission of the Disciplinary Appeal to Arbitration

In lieu of appealing a discipline before the Appeal Board, an employee may elect to appeal the discipline to Arbitration by an outside arbitrator.

a. Selection of Arbitrator

If the employee elects to have the disciplinary proceeding heard by an arbitrator, the arbitrator may be selected by mutual agreement between the City Manager, or his designee, and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of nine (9) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one name remains, and that person shall serve as arbitrator.

The City Manager, or his designee, shall forthwith transmit the order and appeal to the arbitrator for hearing. The arbitrator shall, within a reasonable time of the filing of appeal and the selection of the arbitrator, commence the hearing thereof, and the City Manager, or his designee, shall notify the interested parties of the time and place of hearing at least ten (10) days in advance thereof.

b. Arbitration Issues

The parties shall exchange summaries of evidence, and a list of witnesses to be used by each side, which shall be submitted not less than five (5) working days prior to the arbitration hearing.

c. Arbitration Expenses Shared

The cost of employing the arbitrator and the court reporter, excluding the transcript, shall be borne equally by both parties to the arbitration. All other costs such as, but not limited to, attorney fees shall be borne only by the party incurring that cost.

d. Arbitrators Decision Due

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 60 days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee. A copy of the written decision shall be transmitted to the Department Head and the City Manager or his designee. The City Manager, or his designee, shall cause to be served a copy of the decision upon the employee. Service by mail at the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the employees personal history file. The decision of the arbitrator shall be final and binding on both parties.

e. Non-Employee Organization Representation

In the event that an employee chooses to represent himself /herself, or arranges for representation independent of the recognized employee organization, the costs of the hearing officer or arbitration as provided herein shall be borne equally by both parties to the arbitration. This includes the cost of employing the arbitrator and the court reporter, excluding the transcript.

## ARTICLE XIX LAYOFF REINSTATEMENT

### SECTION 19.1 Layoff Reinstatement

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

CITY OF CERES

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_

\_\_\_\_\_  
Douglas D. Dunford, City Manager

\_\_\_\_\_  
Delilah Vasquez, Human Resources Director

CERES POLICE OFFICERS' ASSOCIATION

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Tony Arguelles  
Goyette & Associates

\_\_\_\_\_  
Kevin Gallenkamp  
Ceres Police Officers' Association