

AGREEMENT BETWEEN CITY OF CERES AND FIRST LINE SUPERVISOR GROUP

EFFECTIVE THROUGH JUNE 30, 2027

Table of Contents

SECTION I. TERM	3
SECTION II. MEMBERSHIP	3
A. Representation:	3
B. Rights:	4
C. Job Titles:	4
D. Dues Deduction:	4
E. Hold Harmless	4
F. Roster and Orientation:	4
SECTION III. CITY RIGHTS	4
SECTION IV. RETIREMENT	5
A. Retirement Contribution:	5
B. 30 Years of Service:	5
C. Classic Member:	6
D. New Member:	6
E. Sick Leave Conversion:	7
F. Definition of Retirement	7
G. PEPRA:	7
SECTION V. BENEFITS	7
A. Term Life	7
B. Health Benefits	8
SECTION VI. OVERTIME AND PAY INCENTIVES	10
A. Overtime	10
B. Standby Time	11
C. On-Call/Call back	11
D. Shift Differential – Police Dispatch Supervisor Only	12
E. Out of Class Assignments	12
E. Longevity Pay	13
SECTION VII. LEAVE PROVISIONS	13
A. Holidays	13
B. Vacation	14
C. Sick Leave	15
D. Bereavement Leave	16

SECTION VIII. UNIFORMS AND WORK BOOTS	16
SECTION IX. COMPENSATION	17
A. Salaries	17
B. Classic Member Pay	18
C. Salary Steps	18
SECTION XI. NO CESSATION OF WORK	19
SECTION XII. ENTIRE AGREEMENT	19

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, 2027.

SECTION II. MEMBERSHIP

A. **Representation:** 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
Payroll Technician I/II
Police Dispatch Supervisor
Recreation Supervisor
Revenue & Customer Service Supervisor
Senior Account Clerk – Confidential
Streets Maintenance Supervisor
Wastewater Systems Supervisor
Water Distribution Supervisor

- B. **Rights:** 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. **Job Titles:** The classification or job titles used above are for descriptive purposes only. The use of these job titles is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City, and neither is it an assurance by the City that the position(s) will be filled when vacant.
- D. **Dues Deduction:** Upon receipt of assignment forms requested by the member, the City agrees it will deduct each month a voluntary membership contribution. The City will make all deductions in the event a member quits or is discharged before final payment of such member. Amounts so deducted will be forwarded to the Association by the fifteenth (15th) day of the month along with the remittance copy of the invoice listing the names of the members from whose pay the contribution has been deducted.
- E. **Hold Harmless:** The First Line Supervisors/Confidential Group shall defend, indemnify, and hold the City harmless from any and all liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with the voluntary membership contribution provision in this Agreement.
- F. **Roster and Orientation:** 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. **Retirement Contribution:** Except for "new members" as defined below in Subsection D, the employee contribution for retirement will be as follows:
- 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. **30 Years of Service:** 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.

Effective July 1, 2025, this benefit shall be removed; however, the benefit shall be grandfathered and will continue to apply only to employees who meet the criteria: a) Are actively employed in a classification eligible for this benefit as of July 1, 2025, and b) reach thirty (30) years of service or the maximum employee contribution requirement under the 1937 Act while continuously employed in the same classification without a break in service.

- C. **Classic Member:** 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. **New Member:** Unit members hired on or after January 1, 2013, and designated as "new members" to StanCERA who are miscellaneous employees shall be enrolled in the 2% at 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:

1. 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
2. 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. **Sick Leave Conversion:** 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. A member shall have the option of 1) being paid all or any portion of the retirement cash-out amount; 2) contributing all or any portion of the retirement cash-out amount to a retiree health savings account; 3) contributing all or any portion of the retirement cash-out to a deferred compensation account. 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. **PEPRA:** 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, 2025, 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. \$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.
- 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 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.
- 7. 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.
- 8. 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.

SECTION VI. OVERTIME AND PAY INCENTIVES

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 ($1\frac{1}{2}$) times the member's straight-time regular rate of pay or compensated by granting one and one-half ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) times the member's straight-time hourly rate, or compensated by granting one and one-half ($1\frac{1}{2}$) 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 period in advance of the end of the 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 a minimum of 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. On-Call/Call back

Employees Not Required to Report to a Work Location

Employees who are required to use their telephone to conduct City business outside of their regularly scheduled hours shall be compensated for that time at the overtime rate of time-and-one-half. The employee will round the time he or she spent conducting City business on the phone and performing related tasks up to the nearest quarter-hour, which is considered one work session. Any

other work performed within that quarter-hour work-session shall not entitle the employee to additional compensation.

Example:

- Monday night: Employee receives one five-minute call at 8:00 p.m. that concludes at 8:05 p.m. The employee fields another call at 8:10 p.m. that ends at 8:15 p.m. The employee is entitled to fifteen (15) minutes of call-back compensation at the overtime rate (time and one-half). This is considered one work session.
- Tuesday night: Employee takes a call at 8:00 p.m. lasting ten (10) minutes. The employee would be compensated for fifteen (15) minutes call-back (at time and one-half).
- Wednesday night: Employee takes a call at 8:00 p.m. lasting ten minutes. Employee takes another call at 9:00 p.m. lasting ten minutes. No work is performed between 8:10 p.m. and 9:00 p.m. The employee is paid for (30) minutes of call back (at time and one-half).

D. Shift Differential – Police Dispatch Supervisor Only

The following shall apply to employees in the classification of Police Dispatch Supervisor:

- a. For salary administration purposes, shifts entitled to a differential, as set forth below, shall be defined as follows:

Swing 6:00 p.m. to 10:00 p.m.

Graveyard 10:00 p.m. to 6:00 a.m.

- b. The City agrees to pay a two and one-half percent (2.5%) shift differential to the employee working swing shift. The City agrees to pay a five (5%) shift differential to the employee working graveyard shift.

E. Out of Class Assignments

1. Out of classification assignments for purposes of this section is defined as performing, as directed by a supervisor or department head, the major portions of the assignment 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 incumbent.
3. In no event shall the employee receive a lower than five percent (5%) increase in pay for an out of class assignment.

E. Longevity Pay

Bargaining unit employees with ten (10) or more years of continuous full-time service with the City shall be eligible for a five percent (5%) wage increase on their base hourly rate of pay. This increase shall exclude premium pays, specialty pays, or temporary compensation adjustments. To qualify, the employee must have received an overall rating of "Satisfactory" or better on their most recent performance evaluation.

The longevity increase shall become effective on the first full pay period following the date the employee meets both the service and performance criteria outlined above. This provision is not subject to grievance or disciplinary appeal procedures and shall not be considered a disciplinary action or denial of a merit increase under the City's MOU or personnel rules.

SECTION VII. LEAVE PROVISIONS

A. Holidays

1. Employees in this group will receive the following thirteen (13) paid City holidays.

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Juneteenth 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 accrued 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 workdays 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, stepparent, 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 workday in the event of the death of an employee's aunt, uncle 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 \$250.00 per year for the work boots. Reimbursement will be based on presentation of appropriate receipts to the department designated individual.
 - a. The intent of the work boot allowance is to provide those required to wear work boots with assistance to purchase a pair of sturdy, quality work boots.
 - b. The per year allowance is based upon the contract year of July 1 through June 30.
 - c. More than one pair of work boots may be purchased within the 12-month period, but employee will only be reimbursed to the maximum \$250.00 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 \$250.00.
 - 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

Upon ratification by the bargaining unit and Council approval of this MOU, the City agrees to provide a three percent (3%) salary increase to the base pay reflected in the applicable salary ranges set forth in the City's 2024-2025 Class Title and Salary Schedule to be effective the first full pay period following Council approval. The annual increase shall occur in the subsequent fiscal year as outlined below:

- Year two: 3% effective the first full pay period after July 1, 2026.

B. Classic Member Pay

Classic employees hired (and continuously employed by the City of Ceres) prior to June 30, 2018, shall be eligible for 9.5% 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.

C. 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 of this step.
5. Step E: The fifth salary step. Twelve (12) months of satisfactory service at the fourth salary step (D) and the recommendation of the Department Head with the approval of the City Manager shall be required for advancement to this step.

SECTION X. EXTENSION OF RE-EMPLOYMENT LIST

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

a previously held position.

SECTION XI. NO CESSATION OF WORK

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

SECTION XII. ENTIRE AGREEMENT

1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Supervisor/Confidential group, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual written consent. Items not specifically addressed in this Agreement are considered silent as to interpretation and the City's adopted Personnel Rules shall apply as to administration of personnel policies.
2. Other benefits, with respect to terms and conditions of employment granted pursuant to the

agreement with the Miscellaneous Bargaining Unit, shall continue in full force and effect as applicable to this group.

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

CITY OF CERES

Dated: July __, 2025

Douglas D. Dunford, City Manager

Delilah Vasquez, Human Resources Director

FIRST LINE SUPERVISORS/CONFIDENTIAL
GROUP

Dated: July __, 2025

Al Burkett,
First Line Supervisors/Confidential Group

Scott Keys,
First Line Supervisors/Confidential Group