

07/08/13

SIDE LETTER AGREEMENT TO THE CERES PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3636 AND THE CITY OF CERES LABOR AGREEMENT

This side letter agreement is to modify the language and intent of Article XIII Assignment and Incentive Pay, in the current labor agreement adopted July 6, 2012. The following section will be added:

Section 13.4 Canine Assignment

- a. The Director of Public Safety or designee may utilize a selection method of his or her discretion to fill this assignment. The assignment may be delegated to a captain, fire engineer or firefighter.
b. The K-9 Assignment shall not be considered a promotion. Moreover, the assignment may be removed from an employee at the discretion of the Public Safety Director or designee, and unless specifically stated as such, removal of the assignment is not punitive in nature.
c. 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 for kennel care (feeding and grooming) of canines. The parties agree to discuss canine care prior to June 30, 2014.
d. The following formula establishes a weighted pay rate by defining total monthly pay, combining the assigned employee's regular base pay and federal minimum wage for kennel care. The total monthly pay is divided by the total hours worked, defined as regularly scheduled duty hours and kennel care as described above, excluding 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 demonstration, training and fire work shall be paid in accordance with Article VIII of this Memorandum of Understanding.
e. The employee assigned shall receive assignment pay based on the following formula for canine care:

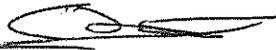
Table with 2 columns: Calculation steps and descriptions. Row 1: .3 hours per day; Row 2: x 7 days per week; Row 3: = 2.1 hours per week; Row 4: x 52 weeks per year; Row 5: = 109.20 hours per year; Row 6: /12 months in the year; Row 7: = 9.1 hours per month kennel care; Row 8: x \$N.NN current federal minimum wage; Row 9: = \$NN.NN monthly kennel care pay; Row 10: + \$NNNN.NN current monthly base pay; Row 11: = \$NNNN.NN Total monthly pay

$\frac{\$NNNN.NN}{252.4}$ $= \$NN.NN$	Total monthly pay Total hours worked (kennel care 9.1 + 243.3 scheduled duty hrs) Hourly weighted pay rate
$\$NN.NN \times 1.5$ $= \$NN.NN$ $\times 9.1$ $= \$NNN.NN$ $\times 12/26$	Hourly weighted pay rate OT rate Weighted OT pay rate hours per month kennel care Monthly K-9 pay Bi-weekly K-9 premium

The City agrees to retroactively implement this provision beginning April 13, 2013.

The above section and language are the sole issues regarding the current contract between the City and the Ceres Professional Firefighters Association Local 3636. This side letter does not change, modify, or otherwise alter any other terms or conditions of the current labor agreement between the City of Ceres and the Ceres Professional Firefighters Association Local 3636, dated July 6, 2012.

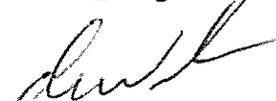
Agreed:

  
 \_\_\_\_\_  
 Eric Holly, President  
 Ceres Professional Firefighters Local 3636

6/20/13  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jonathan Goulding, Secretary  
 Ceres Professional Firefighters Local 3636

6-20-13  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Art deWerk, Acting City Manager  
 City of Ceres

6/27/13  
 \_\_\_\_\_  
 Date