Letter of Agreement
Between the City of Ceres and
The Ceres Professional Firefighters
Association Local 3636

This Letter of Agreement is made by and between the City of Ceres hereafter designated as "CITY" and the Ceres Professional Firefighters Association Local 3636, hereafter designated as "ASSOCIATION", and collectively referred to as the "PARTIES".

This Letter of Agreement is further made in reference to the following recitals which the parties acknowledge are true and correct.

RECITALS

A. The CITY plans to recruit and hire five (5) additional Firefighters and retain one (1) Firefighter with funds from the Department of Homeland Security, FEMA, FY 2014 Staffing for Adequate Fire & Emergency Response (SAFER) Grant.

B. Said grant fund revenues will provide funds for the payment of salaries and benefits for the six (6) Firefighters for a period of two years. The grant Performance Period is two years from March 3, 2016 (ending March 2, 2018), or two years from the employees' hire or retention date, commencing before March 3, 2016.

C. By the terms of the grant, funding for salary and benefits will cease at the end of the Performance Period, and the retention of any grant-funded Firefighter after that date will be the total financial responsibility of the CITY.

D. Given the current economic conditions, the CITY anticipates that it will not have sufficient General Fund revenues to continue the employment of any grant-funded Firefighter after the expiration of the grant Performance Period.

E. If at the end of the Performance Period the CITY determines, in its sole discretion that it does not have sufficient funds to continue the employment of the grant-funded Firefighters, the CITY will be required to layoff said employees. To ensure that no General Fund revenues will be spent after the exhaustion of the grant funds, the CITY wishes to complete the layoffs in a prompt and expeditious manner without payment of severance benefits, and without a duty to meet and confer with the ASSOCIATION or the affected employees regarding the impacts of the layoffs of said employees.

F. The purpose of this Letter of Agreement is to eliminate the possible use of General Fund revenues to effect the layoffs of said grant-funded Firefighters.

G. The ASSOCIATON and the CITY both wish to increase the level of fire protection services for the period of the grant and they both acknowledge the modification of the layoff

procedures sought by the provisions of this Letter of Agreement are necessary to preserve the CITY'S limited General Fund revenues.

NOW THEREFORE, in consideration of the recitals contained hereinabove, the PARTIES do agree as follows:

1. Any Fire Service employee employed to fill one of the six (6) Firefighter positions to be funded with grant fund revenues from the FY 2014 SAFER Grant may be laid off by the CITY immediately upon the exhaustion of the grant funding without cause, severance benefits, and without any duty to the ASSOCIATION or the affected employee to meet and confer regarding the impacts of layoff.

2. The CITY shall provide written notice from the City Manager no later than sixty (60) days prior to the end of the Performance Period for the purpose of allowing grant-funded Firefighters to apply for placement on the State's Displaced Firefighter Hiring List.

3. Should the CITY have necessity to hire any other Firefighters during the grant Performance Period, the least senior Firefighter(s) will be placed in a grant-funded position while maintaining the number of SAFER positions at six (6).

4. Prior to the employment of any of the said five (5) new grant-funded Firefighters, each shall execute a document acknowledging and accepting the special terms and conditions of their employment as set-forth herein.

5. The one (1) retained Firefighter shall execute a document acknowledging and accepting the special terms and conditions of his employment as set-forth herein to be effective on the same date as the last new Firefighter is appointed. Upon execution of said document, this Firefighter shall no longer be subject to the letter of agreement which terms were authorized by the Ceres City Council on September 22, 2014 by Resolution Number 2014-124.

6. Except for the special conditions set-forth herein, all of the other terms and conditions of employment contained in the MOU with the ASSOCIATION and the CITY'S Personnel Rules shall remain in full force and effect.

FOR THE
CITY OF CERES
Dated: Nov 24, 2015

Toby Wells, City Manager

Betina McCoy, Human Resources

FOR THE CERES PROFESSIONAL
FIREFIGHTERS LOCAL 3636
Dated: Nov. 5, 2015

Jeffrey Serpa, President

Bret Presson, Vice President