

**SIDE LETTER AGREEMENT BETWEEN
THE CITY OF CERES AND
THE CERES PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 3636**

Pursuant to the reopener language contained in Section 24.2 of the parties' Memorandum of Understanding ("MOU"), the City of Ceres ("City") and the Ceres Professional Firefighters Association Local 3636 ("Association") agrees to change the parties' July 1, 2014 – June 30, 2016 MOU as stated below in this Side Letter Agreement ("Side Letter"). **All changes contained in this Side Letter Agreement shall be effective the first full pay period in January 2015.**

MOU language changes are noted below, with deletions in ~~strikeout text~~ and additions in **bold text**.

1. Section 10.1 of the MOU is amended as follows:

Section 10.1 Uniform Allowance

- a. **Effective with the first full pay period in January 2015, the City agrees to pay each regularly employed, uniformed Firefighter, Fire Engineer, and Fire Captain, covered by this agreement, a uniform allowance of \$1,150 per year paid out going forward from the effective date as provided in Subsection (b) of this Section.** ~~The uniform allowance remains suspended unless otherwise negotiated. This MOU provision replaces the June 30, 2014 implemented terms and conditions which would have returned the uniform allowance in Fiscal Year 2015-16.~~

2. Section 15.1 of the MOU is amended as follows:

Section 15.1. Paid Holidays

- a. Employees of this unit shall receive pay for holidays in lieu of time off. Holiday pay will be for 12 holidays, at 11.2 hours per holiday, for 134.4 total annual holiday hours. Holiday pay shall be calculated at time and one-quarter (1.25) of an employee's current hourly rate. ~~Holiday pay is suspended, except as noted below in this section.~~
- b. ~~Upon ratification by the CPFA and approval of the City Council, employees~~ **Effective with the first full pay period in January 2015, the Employees of this unit will be compensated for any owed holiday in lieu pay in the fiscal year as paid out over 26 pay periods in 1/26 increments of the total holiday in lieu pay. Employees leaving or beginning City service during the fiscal year, will only receive the owed holiday in lieu pay for those pay periods employed in the fiscal year. -This term is not retroactive to July 1, 2014 and will be prorated to the beginning of the first full pay period in January 2015 after the effective date of the agreement.**

~~e. Upon ratification by the CPFA and approval of the City Council, two (2) of the twelve (12) holidays will be restored, at 11.2 hours per holiday, for 22.4 total annual holiday hours. Effective July 1, 2015, an additional four (4) of the twelve (12) holidays will be restored for a total of six (6) of the twelve (12) holidays, at 11.2 hours per holiday, for 67.2 total annual holiday hours.~~

3. Section 24.2 of the MOU is deleted:

Section 24.2 – Reopen of Negotiations During Term of Agreement

~~For Fiscal year 2015-16, the parties shall meet and confer concerning the potential return of the remaining concessions which were implemented effective July 1, 2010. During these negotiations or any subsequent negotiations in which the concessions are still in effect, the parties will begin negotiations from pre-concession bargaining positions. It is the goal of the parties to eliminate the remaining concessions as soon as the City Council determined it is fiscally prudent.~~

The parties acknowledge that the revisions to the above-referenced sections are the sole issues addressed in this Side Letter to the July 1, 2014 – June 30, 2016 MOU between the City and the Ceres Professional Firefighters Association Local 3636. This Side Letter does not change, modify, or otherwise alter any other terms and conditions of the current agreement between the City and the Ceres Professional Firefighters Association Local 3636. The parties further acknowledge that agreement to this Side Letter satisfies and completes the meet and confer reopener provision as noted in Section 24.2 of the MOU and that no further reopener remains for the term of the MOU.

CITY OF CERES

CERES PROFESSIONAL FIREFIGHTERS
LOCAL 3636

Dated: 12/3, 2014

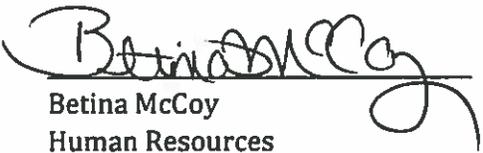
Dated: 12/3/, 2014



Toby E. Wells
City Manager



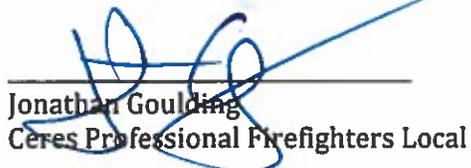
Dr. David H. Swim
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Betina McCoy
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Jonathan Goulding
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