

**SIDE LETTER AGREEMENT BETWEEN  
THE CITY OF CERES AND  
THE CERES POLICE OFFICERS' ASSOCIATION**

Pursuant to the reopener language contained in Section 1.3 of the Parties' Memorandum of Understanding ("MOU"), the City of Ceres and the Ceres Police Officers' Association ("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 1.3, of the MOU shall be deleted:*

**~~SECTION 1.3. Reopen of Negotiations During Term of Agreement~~**

~~For fiscal year 2015-2016, the parties shall meet and confer concerning the potential return of 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, but are not limited to concession issues. It is the goal of the parties to eliminate the remaining concessions as soon as the City Council determines it is fiscally prudent.~~

*2. Section 3.1 of the MOU shall be amended as follows:*

**SECTION 3.1.        Salary**

a.        Salaries are set at the rates last established under the agreement for Fiscal Year 2009-2010.

~~During the term of this Agreement, effective July 1, 2014~~ **For the time period from July 1, 2014 through June 30, 2015 through the last full pay period of December 2014** salaries will be reduced by two percent (2%), ~~for a net 3% increase from the status quo.~~ **Effective July 1, 2015 through June 30, 2016 in the first full pay period of January 2015, salaries will be increased by two percent (2%) bringing base salary ranges back shall be returned** to the levels established under the agreement for Fiscal Year 2009-2010.

3. *Section 7.7 of the MOU shall be amended as follows:*

SECTION 7.7 Holidays

d. ~~During the term of this agreement, July 1, 2014 through June 30, 2016, employees shall not accrue holiday time (i.e., they shall not be allowed to cash out or take Holiday time off). This will result in a forfeiture of 240 hours of holiday time per employee during fiscal years 2014-15 and 2015-16, as described in this Section (an estimated cost savings of approximately \$278,000 per fiscal year (5% concession)). Employees will forfeit ten hours per month (sixty (60) hours between July 1, 2014 and December 31, 2014; one hundred twenty (120) hours in 2015; and sixty (60) hours between January 1, 2016 and June 30, 2016.~~

Holiday leave credited for calendar year 2010, and 2011 and 2012, shall be maintained in a separate leave account and may be taken as paid time off as determined by the employee with supervisory approval. There shall never be a monetary or cash value of this leave earned during calendar year 2010, and 2011 and 2012, even if severing employment.

4. *The following language for subsection of Section 8.1, shall replace the language in the current MOU:*

b. Four-Eleven (4/11) Schedule

1. Employees assigned to Patrol or the Street Crimes Unit normally work a 4/11 schedule. The 4/11 schedule shall consist of four (4) consecutive work days 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, 2015 **employees assigned to a 4/11 schedule** ~~While the remainder of the previous years' concessions are in effect, employees will be responsible to account for an additional fifty-six (56) hours to attend required training, provide shift coverage, or other assignments as determined by the department. Once the remaining concessions are eliminated, employees will be responsible to account for seventy-eight (78) additional hours per year, as follows:~~

a. **Fifty-six (56) hours of required training**

- b. **Twenty-two (22) hours** (~~twenty-two (22) hours additional~~) to attend ~~required training~~, provide shift coverage, or other assignments and needs as determined by the department.

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.

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 Police Officers' Association. 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 Police Officers' Association. The parties further acknowledge that agreement to this Side Letter satisfies and completes the meet and confer reopener provision as noted in Section 1.3 of the MOU and that no further reopener remains for the term of the MOU.

CITY OF CERES  
Dated: November 26, 2014

CERES POLICE OFFICERS' ASSOCIATION  
Dated: November 26, 2014

\_\_\_\_\_  
Che Johnson  
Liebert Cassidy Whitmore

Paul Konsdorf  
Paul Konsdorf  
Labor Representative

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Toby Wells, City Manager

[Signature]  
Danny Vierra  
Ceres Police Officers' Association

Betina McCoy  
Betina McCoy, Human Resources

RETIRED  
James Robbins  
Ceres Police Officers' Association

[Signature]  
Joseph Wren  
Ceres Police Officers' Association

[Signature]  
James Yandell  
Ceres Police Officers' Association

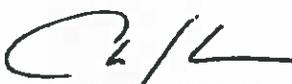
- b. ~~Twenty-two (22) hours (twenty-two (22) hours additional)~~ to attend ~~required training~~, provide shift coverage, or other assignments and needs as determined by the department.

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.

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 Police Officers' Association. 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 Police Officers' Association. The parties further acknowledge that agreement to this Side Letter satisfies and completes the meet and confer reopener provision as noted in Section 1.3 of the MOU and that no further reopener remains for the term of the MOU.

CITY OF CERES  
Dated: December 1, 2014

CERES POLICE OFFICERS' ASSOCIATION  
Dated: November \_\_\_\_\_, 2014

  
\_\_\_\_\_  
Che Johnson  
Liebert Cassidy Whitmore

\_\_\_\_\_  
Paul Konsdorf  
Labor Representative

  
\_\_\_\_\_  
Toby Wells, City Manager

\_\_\_\_\_  
Danny Vierra  
Ceres Police Officers' Association

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Betina McCoy, Human Resources

\_\_\_\_\_  
James Robbins  
Ceres Police Officers' Association

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Joseph Wren  
Ceres Police Officers' Association

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James Yandell  
Ceres Police Officers' Association