

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) EFFECTIVE JULY 1, 2014  
BETWEEN CITY OF KERMAN AND CITY OF KERMAN  
PUBLIC SAFETY EMPLOYEES ASSOCIATION (KPSEA)**

**WHEREAS**, the parties hereto have previously entered into a Memorandum of Understanding (MOU) that was amended to be effective September 16, 2009 through June 30, 2011, and that MOU was then supplemented by an Exhibit A dated and signed by the representatives of the parties on January 31, 2011 and February 1, 2011 which extended the term of the MOU to be effective through June 30, 2012. The MOU was then further amended by a SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) EFFECTIVE JULY 1, 2012 BETWEEN CITY OF KERMAN AND PUBLIC SAFETY EMPLOYEES ASSOCIATION (KPSEA), executed on July 18 and 19, 2012, followed by an AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) EFFECTIVE JULY 1, 2013 BETWEEN CITY OF KERMAN AND PUBLIC SAFETY EMPLOYEES ASSOCIATION (KPSEA), which amended the MOU and extended it to be effective to June 30, 2014.

**WHEREAS**, after extensive sessions to meet and confer, the City of Kerman and the City of Kerman PUBLIC SAFETY EMPLOYEES ASSOCIATION (KPSEA) have agreed to further modify the terms of the MOU as set forth below.

**NOW THEREFORE, THE PARTIES DO AGREE THAT** the Memorandum of Understanding (MOU) and the successive amendments to it as identified above shall be modified as follows:

**1. Duration of Agreement**

This agreement shall be effective for three (3) years from July 1, 2014 to June 30, 2017.

**2. Salaries**

Public safety employees shall receive a two percent (2%) cost of living adjustment effective July 1, 2014, and shall receive a one percent (1%) cost of living adjustment effective July 1, 2015.

**3. POST Certification Pay**

Public safety employees shall receive additional compensation for attaining POST certificates as follows:

- a. 2.5% for Intermediate POST Certificate.
- b. 2.5% pay for Advanced POST Certificate.
- c. The maximum additional compensation for POST certification is 5%.

**4. Compensatory Time**

Article VII, sub-paragraph F of the MOU shall be modified as follows:

F. Compensatory Time: Compensatory time carried over from one fiscal year to the next shall not exceed 40 80 hours, but no more than 80 hours of compensatory time can be accrued at any time. Employees (including Sergeants) planning to use compensatory time will provide City with five (5) working days' the written notice and said request will be approved if desired staffing levels are able to be maintained shall submit requests to the Chief of Police or supervising Sergeant within five (5) working days of intended use. The request will be approved if desired-staffing levels are able to be maintained. Employees with 40 80 hours of compensatory time on the books at the time of this agreement may not earn additional compensatory time. All circumstances which previously would have resulted in additional compensatory time will be compensated as overtime pursuant to this agreement. While an employee has credit for 80 hours of compensatory time on the books, no additional compensatory time may be accrued, and any overtime hours worked by the employee must be compensated at applicable overtime rates.

**5. Holiday Pay**

Employees working on a recognized holiday shall be paid at the rate of time and one-half (1½) of their regular rate of pay.

**6. Sundays/Holidays**

Article VII, sub-paragraph E of the MOU shall be modified as follows:

E. Sundays/Holidays: Saturday and/or Sunday shall not be considered overtime if the same falls within the regular work period of an employee. Call back overtime *for which seven day's advance notice of work on Sunday or Holidays is not given* shall be compensated at double time (~~i.e., regular time plus holiday hours~~).

**7. Sick Leave**

Article 5.13, sub-paragraph 2 (iii) of the City of Kerman Personnel Policies and Procedures shall be revised as follows:

If the employee is absent on sick leave for more than one (1) day the employee will keep the immediate supervisor informed as to the date the employee expects to return to work. Additionally, on the third (3<sup>rd</sup>) consecutive day absent, a doctor's note ~~is required~~ may be required upon return to work.

**8. Personal Leave**

Article VII, sub-paragraph F of the MOU shall be modified by adding the following:

Sergeants shall be entitled to two (2) days of additional personal leave, which leave shall be deducted from sick leave. Personal leave does not accumulate from year to year.

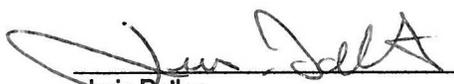
**9. Affirmation of all other Provisions**

The parties hereby affirm the continuing effectiveness and validity of all other terms and conditions set forth in the MOU as it has been amended to date, except as they may conflict with the above-stated amendment.

**10. Continuing Cooperation**

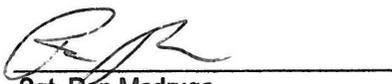
The parties acknowledge that the MOU referenced above has been subject to successive modifications, amendments and supplementation, and that it is desirable that the parties should cooperate to create a restated and updated Memorandum of Understanding. The parties pledge to make good faith efforts to create and execute such a restatement of the currently effective provisions of their Memorandum of Understanding.

**CITY OF KERMAN**

  
Luis Patlan  
City Manager

8/4/2014  
Date

**KERMAN PUBLIC SAFETY EMPLOYEES ASSOCIATION**

  
Sgt. Ron Madruga  
Vice-President, KPSEA

8-3-14  
Date

"City"

**SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) EFFECTIVE JULY 1, 2012  
BETWEEN CITY OF KERMAN AND THE CITY OF KERMAN PUBLIC SAFETY EMPLOYEES  
ASSOCIATION**

WHEREAS, the parties hereto have previously entered into an MOU that was amended to be effective September 16, 2009 through June 30, 2011, and that MOU was then supplemented by an Exhibit A dated and signed by the representatives of the parties on January 21, 2011 and January 31, 2011 which extended the term of the MOU to be effective through June 30, 2012.

WHEREAS, after extensive sessions to meet and confer, the City of Kerman and the City of Kerman Public Safety Employees Association (KPSEA) have agreed to modify the terms of the MOU as set forth below.

NOW THEREFORE, THE PARTIES DO AGREE THAT the Memorandum of Understanding (MOU) identified above shall be modified as follows:

**1. Duration of Agreement**

This agreement shall be effective for two years from July 1, 2012 to June 30, 2014.

**2. Retirement**

Current employees shall pay three percent (3%) of their salary as a contribution toward Cal PERS retirement. Employees hired on or after July 1, 2012 shall pay seven percent (7%) of their salary as a contribution toward Cal PERS retirement.

**3. Salaries**

KPSEA employees shall receive a two percent (2%) cost of living adjustment effective July 1, 2013.

**4. Affirmation of all other Provisions**

The parties hereby affirm the continuing effectiveness and validity of all other terms and conditions set forth in the MOU that was amended to be effective September 16, 2009 through June 30, 2011, as supplemented by an Exhibit A dated and signed by the representatives of the parties on January 21, 2011 and January 31, 2011, except as they may conflict with the above stated amendment.

**5. Continuing Cooperation**

The parties acknowledge that the MOU referenced above has been subject to successive modifications, amendments and supplementation, and that it is desirable that the parties should cooperate to create a restated and updated Memorandum of Understanding. The parties pledge to make good faith efforts to create and execute such a restatement of the currently effective provisions of their Memorandum of Understanding.

CITY OF KERMAN

  
\_\_\_\_\_  
Luis Patlan  
City Manager

7/27/2012  
Date

KERMAN PUBLIC SAFETY EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
James Nevis  
President, KPSEA

7-26-12  
Date

"City"

**SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) EFFECTIVE JULY 1, 2012  
BETWEEN CITY OF KERMAN AND THE CITY OF KERMAN SERGEANTS' ASSOCIATION**

WHEREAS, the City of Kerman has previously recognized the Sergeant's Association as a bargaining unit separate from the Kerman Public Safety Employee's Association ("KPSEA") but the members of the Sergeant's Association have continued as parties to MOU with the KPSEA.

WHEREAS, the parties hereto have previously entered into an MOU that was amended to be effective September 16, 2009 through June 30, 2011, and that MOU was then supplemented by an Exhibit A dated and signed by the representatives of the parties on January 21, 2011 and January 31, 2011 which extended the term of the MOU to be effective through June 30, 2012.

WHEREAS, after extensive sessions to meet and confer, the City of Kerman and the City of Kerman Sergeants' Association have agreed to modify the terms of the MOU as set forth below.

NOW THEREFORE, THE PARTIES DO AGREE THAT the Memorandum of Understanding (MOU) identified above shall be modified as follows:

**1. Duration of Agreement**

This agreement shall be effective for two years from July 1, 2012 to June 30, 2014.

**2. Retirement**

Current employees shall pay three percent (3%) of their salary as a contribution toward Cal PERS retirement. Employees hired on or after July 1, 2012 shall pay seven percent (7%) of their salary as a contribution toward Cal PERS retirement.

**3. Salaries**

Sergeants shall receive a two percent (2%) cost of living adjustment effective July 1, 2013.

**4. Affirmation of all other Provisions**

The parties hereby affirm the continuing effectiveness and validity of all other terms and conditions set forth in the MOU that was amended to be effective September 16, 2009 through June 30, 2011, as supplemented by an Exhibit A dated and signed by the representatives of the parties on January 21, 2011 and January 31, 2011, except as they may conflict with the above stated amendment.

**5. Continuing Cooperation**

The parties acknowledge that the MOU referenced above has been subject to successive modifications, amendments and supplementation, and that it is desirable that the parties should cooperate to create a restated and updated Memorandum of Understanding. The parties pledge to make good faith efforts to create and execute such a restatement of the currently effective provisions of their Memorandum of Understanding.

**CITY OF KERMAN**

  
Luis Patlan  
City Manager

7/19/2012  
Date

**KERMAN SERGEANTS' ASSOCIATION**

  
Tern Cubillos for Ron Madruga  
President, Sergeants' Association

7/18/12  
Date

## EXHIBIT A

*SUPPLEMENT: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF KERMAN AND CITY OF KERMAN PUBLIC SAFETY EMPLOYEES ASSOCIATION (KPSEA) BARGAINING UNIT (amends and extension agreement Amended September 16, 2009 through June 30, 2011*

### **CHANGES ARE ONLY RELATED TO THE FOLLOWING AREAS:**

This supplement extends the contract period from June 30, 2011 to June 30, 2012

### **ARTICLE VII - EMPLOYEE BENEFITS**

G. Health Insurance: The City Council shall determine the group health and life insurance provider. All employees covered by the Agreement are eligible for coverage. The City's contribution to the selected plan is as follows:

Effective January 1, 2011

- Prescription Co-Pay - \$10 co-pay for generic and \$30 co-pay for brand prescriptions
- Office Visits Co-Pay - \$10 per office co-pay
- Deductible – Add deductible of \$100 (single); \$200 (Employee + 1); \$350 (family)
- Hospital Emergency Room Deductible - \$100 per ER visit – Fee Waived if admitted
- Plan Changes from 90/10 to 80/20 Plan - Employee Dependents out of pocket expenses will increase from 10 to 20%, after deductible is met.

Kaiser Changes - Deductible – Add deductible of \$100 (single); \$200 (Employee + 1); \$350 (family)

**All Other Medical Coverage benefits, co-pays and deductibles to remain the same as in effective Nov. 30, 2010.**

Individual Employee's coverage for medical, vision, dental and life (\$25,000) insurance per City selected plan shall be paid by City. For employees who select to cover dependents for medical, vision, or dental the employee contribution shall be: Employee contribution shall be limited to 30 of premium difference between individual coverage and selected type (s) of dependent coverage. Employee may select to include premium payment for his/her share of dependent coverage in the City's Section 125 Program for Tax credit purposes

City Manager will set up an employee advisory committee regarding health insurance costs and benefits within 60-days of group representative signing this MOU.

City will establish a three to four person Health Insurance Committee (management representation not include in this number) for the following purposes:

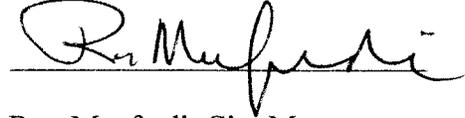
- Input regarding cost reduction and enhancement of services
- Review of utilization & related expenditures
- Recommendations for enhance benefit while simultaneously attempting to reduce costs.
- Informed & Improved understanding and utilization of existing benefits

Committee (3/4 members) will be named by representative labor groups (KPSEA & KMEA) and be in place prior to Feb. 28, 2011.

City Manager will convene first meeting prior to Feb. 28, 2011

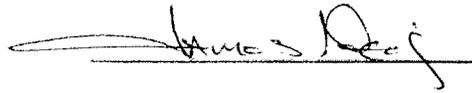
Per this agreement City will not present or change any areas of health coverage until January 1, 2013. It is understood by all parties that any changes at that time are subject to the Meet & Confer process.

Agreed By:



Ron Manfredi, City Manager

Date: 01-21-2011



James Nevis, President KPSEA

Date: 1-31-2011

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN CITY OF KERMAN AND CITY OF KERMAN  
PUBLIC SAFETY EMPLOYEES BARGAINING UNIT  
Amended September 16, 2009 through June 30, 2011

WHEREAS, the City Council of the City of Kerman and the City of Kerman Public Safety Bargaining Unit desire to continue promoting systematic and coordinated administration of all matters of employee relations between the City of Kerman and its employees and of protecting the public interest by assuring at all times the orderly and uninterrupted operations and services of City government both parties agree to enter into this Memorandum of Understanding (MOU).

In all matters of employee relations referenced in this document and other personnel matters, employees of the Public Safety Bargaining Unit are represented by the Kerman Public Safety Employees Association, hereinafter referred to as KPSEA.

**ARTICLE 1 - INTENT**

This Agreement shall define the terms of employment between the City of Kerman and the City of Kerman KPSEA and shall be effective September 1, 2009. Said Agreement shall be binding upon both parties per the approval of the City Council and the following action:

A. The City Council of the City of Kerman acts by majority vote at a regular meeting formally to approve said Agreement.

B. The City Council of the City of Kerman enacts any and all amendments to existing laws and regulations of the City necessary to implement this Agreement.

C. The City Council of the City of Kerman takes that action necessary annually to appropriate the funds required for the implementation of the provisions of this

agreement by adopting an annual fiscal budget reflecting the expenditures provided for herein.

## **ARTICLE II - DURATION AND SUCCESSOR AGREEMENT**

This amended Agreement commences on September 16, 2009 and continues through June 30, 2011. The provisions of this Agreement shall remain in force until a successor Agreement is accepted by both parties or until the City Council declares, after due deliberate meet and confer and consideration, that an impasse has occurred and that it has no other option but to enforce a new wage and benefit policy.

This agreement was initially amended in July 2, 2007 and extend to June 30, 2009 whereas certain salary increases were approved and reflected in the Salary Schedule at that time and the position of Corporal (as assigned by the Chief of Police) was created and incorporated into the Salary Schedule. This agreement is again modified September 16, 2009 with various changes incorporated here within.

## **ARTICLE III –GOVERNING LAWS**

A. The legal relationship between the City, and the employees shall be governed by the following:

1. Chapter 10 of Division 4, Title 1 of the State of California Government Code section 3500 et seq. (Meyers-Milias-Brown Act).
2. Personnel System Rules of the City of Kerman.
3. Only those provisions of the Fair Labor Standards Act, Title 29, United States Code, Chapter 8 which are applicable to the City's employment practices affecting the members of the KPSEA.

B. All employees shall be governed by all existing ordinances and resolutions of the City of Kerman except as specifically modified by this Agreement. However, if the Personnel System Rules conflict with this agreement, this agreement shall prevail.

#### **ARTICLE IV - CITY RIGHTS**

Nothing herein this Agreement shall be construed to restrict any legal or inherent exclusive rights of the City of Kerman with respect to matters of general legislative or managerial policy, which include, but are not limited to the following:

- A. The exclusive right to determination the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.
- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the City Personnel System
- E. Relieve or layoff its employees from duty for periods of time because of lack of work, inclement weather conditions, or for other reasons within the discretion of the City Council.
- F. Maintain the efficiency of governmental operations, determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.

H. Hire, promote, demote, transfer, assign, and classify employees within the City and Police Departments established personnel guidelines and determine the content or classification and job titles.

I. Take action as may be necessary to carry out the mission of the agency in emergencies.

J. Determine the methods, means and personnel by which operations are to be carried on.

K. Determine its budget, organization merits, and level of any activity or service provided to the public.

L. The City of Kerman City Council reserves the right and authority to adopt rules and regulations not inconsistent with law which shall be applicable to any and all departments of the City in establishing and enforcing the employee relations program provided for herein.

#### **ARTICLE V - EMPLOYEE RIGHTS**

A. Right to Join, Form, and Participate: As provided for by Government Code section 3500 et seq., employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations, as well as the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the City, as provided by law.

B. Right of Representation: Any employee shall have the right to be represented in his or her employment relations with the City, as well as the right to appear on his or her own behalf in his employee relations with the City.

C. Scope of Representation: The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act, when such accommodations are in compliance with City's Disability Discrimination Policy and Complaint Procedure as adopted on April 7, 1992.

D. Discrimination by City: The City agrees not to interfere with or discriminate in any way against any employee by reason of his or her membership in employee association activities. The City agrees not to intimidate any employee, not to attempt to restrain any employee, nor in any way to limit the full and free expression of any employee's right to participate in lawful activities.

E. Discrimination by Employees: Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any Association or partake in the activities thereof.

F. The provisions of this Agreement shall be applied equally to all employees without favor or discrimination because of race, color, sex, age, national origin, or political or religious opinions or affiliations.

G. At Will Employees: All employees shall be hired or terminated at the pleasure of the City Manager pursuant to the rules of the personnel system. Nothing in this Agreement shall be construed to infer that any City employee has any tenure or vested rights to employment with the City of Kerman.

H. Other Employees - Part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this Agreement.

## ARTICLE VI - ASSOCIATION RECOGNITION

A. Association Recognition: The City of Kerman acknowledges the Kerman Public Safety Employees Association (KPSEA) as the recognized employee organization representing City of Kerman Public Safety Association Bargaining Unit as defined in the Personnel System Rules of the City of Kerman.

B. Meet and Confer.

1. The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a mutual agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City's budget must be adopted for the ensuing fiscal year.

2. Accommodations made on an individual basis in order to comply with the Americans with Disabilities Act shall not be subject to this meet and confer requirement.

C. Association Representative and Officers: The City and the Association recognize and agree to deal with one another's accredited officers and representatives in all matters relating to grievances and the interpretation of this Memorandum of Understanding.

D. Unit Description: The Kerman Public Safety Bargaining Unit shall consist of the following classifications: Police Sergeant, Police Corporal (by Police Chief assignment) Police Officer, Police Records Manager, Police Records Clerk and Administrative Assistant

E. Payroll Deduction: The City shall allow payroll deductions on behalf of the KPSEA to be made in accordance with City guidelines.

## **VII - WORK PERIODS, OVERTIME, AND WORK SCHEDULE**

A. Work Period: For sworn members of the Police Department the work period shall be defined as 80 hours of work in a fourteen day period, but subject to call at any time.

B. Schedules: The City Manager or Police Chief may alter or arrange the schedule of employees' hours to fit the needs of the Police Department, allowing or requiring employees to work more or less hours than theretofore enumerated.

C. Overtime: For sworn members of the Police Department overtime is defined as those hours worked over 80 in a fourteen day work period. Employees who are required to work overtime shall be compensated at time and one half their base salary (as defined by the Fair Labor Standards Act) as either compensatory time or paid time at the employee's discretion per the guidelines established under VII (f). The request for paid time must be made during the work period that the overtime is earned. For purposes of this section, "hours worked" during a pay period will include approved vacation hours.

D. Authorization: All overtime shall be approved by the Watch Commander prior to being worked. The Police Chief shall review and approve all overtime. The City Manager may review overtime pay prior to disbursement.

E. Sundays/Holidays: When approved in advance, call back overtime for Sundays and Holidays shall be compensated at double time (i.e., Regular time plus holiday hours). Saturday and/or Sunday work shall not be considered overtime if the same falls within the regular work period of an employee.

F. Compensatory Time - Compensatory time carried over from one fiscal year to the next shall not exceed 40 hours. Employees (including Sergeants) planning to use compensatory time will provide the City with five (5) working days' the written notice and said request will be approved if desired-staffing levels are able to be maintained. Employees with more than 40 hours compensatory time on the books at the time of this agreement may not earn additional compensatory time; all circumstances which previously would have resulted in additional compensatory time will be compensated as overtime pursuant to this agreement.

G. Work Period Non Sworn Personnel: The regular work week is defined as 40 hours of work during a calendar week, but subject to call at anytime. Work periods are defined as 80 hours of work in a fourteen (14) day period, except that approved vacation hours will be considered "hours worked".

All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement. All other provisions of Article VII, e.g., paragraphs B through F, are applicable to non-sworn employees, unless modified by paragraph (G).

H. Call-out and Standby Pay

Any employee placed on court standby on his or her day(s) off shall be compensated for all standby hours at twenty five (25%) percent of their regular rate of pay beginning at the hour noted on the subpoena and terminating at the time the employee departs his or her residence for court. Officers on court standby, if issued a pager, will be required to carry such while on standby. When contacted, the officer will respond to court within the time frame specified by Department policy. The Chief of Police may develop other reasonable

procedures. Upon the employee's departure for court, he or she will be entitled to compensation at the overtime (time and one-half his or her regular rate of pay) rate, at a minimum of three (3) hours, or actual time spent, whichever is greater.

B. Any employee who is recalled to work one (1) hour after the conclusion of, or prior to, his or her normal shift is entitled to compensation at one and one-half times his or her normal hourly rate, at a minimum of three hours or actual time worked, whichever is greater. This minimum applies only to call back.

### **VIII - EMPLOYEE BENEFITS**

A. Uniform Allowance and/or Uniform Provision: Regular full-time employees of the Police Department shall receive uniform allowance, paid quarterly with separate checks, of \$890 per year, effective July 1, 2003; effective July 1, 2004, set amount shall be increased to \$1,000 per year. Effective July 1, 2007 set amount to increase to \$1,100 per year.

B. Mileage: In the event an employee shall occasionally use his or her privately owned automobile for City business during the course of their employment, and meet the minimum requirements established in the Administrative Procedures Manual Personnel System Rules, said employee shall be compensated at the rate established by City per IRS standards cents per mile; provided that no City employee shall use his or her privately owned automobile for City business during the course of their employment without prior approval of the City Manager. The employee must demonstrate proof of auto liability insurance prior to such approval.

C. Education Reimbursement Any employee desiring special training within his City vocation may be reimbursed for partial tuition expense thereof, provided that said employee shall receive the prior recommendation of the Police Chief and approval therefore from the

City Manager and shall complete the training course with a minimum grade of “C” or its equivalent. Any veteran’s allowance or other education benefit payable to said employee with respect thereto shall be deducted from this reimbursement. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition expenses paid to said employee within the past 12 months shall be returned to the City.

D. Holidays Employees are eligible for a maximum of 88 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a recognized City holiday shall receive compensation at straight time for that individual holiday equal to the actual holiday hours per the below schedule, in addition to regular pay. In lieu of compensation time-off an employee may request pay at straight time. Such pay request will follow established City procedures and be paid twice a year. The accrued holiday pay shall be paid to the employee at the first pay day in December and the first pay day in June. Said request shall be made during the work period in which holiday falls.

The City provides a maximum total of 88 hours paid holiday time per calendar year. This equals to (10) ten regular 8 hour work days and two (2) ½ days or four (4) work hours each.

The current agreed upon days recognized as holidays are:

1. New Year’s Day, January 1
2. Martin Luther King holiday (3<sup>rd</sup> Monday in January)
3. Washington’s Birthday, Third Monday in February
4. Four (4) hours, Friday before Easter Sunday
5. Memorial Day, Fourth Monday in May
6. Independence Day, July 4
7. Labor Day, First Monday in September
8. Veterans Day, November 11

9. Thanksgiving Day, Fourth Thursday in November
10. Day After Thanksgiving Day
11. Four (4) Hours - Christmas Eve Day, December 24
12. Christmas Day, December 25

Any days declared by the State or Federal government as national/state holidays may be recognized as compensable holidays only if the total holiday time in one calendar year does not exceed 88 hours.

If such cases occur, the appropriate employee recognized representative or agent may meet and confer with City Manager to select the day(s) to exchange in order that total does not exceed 88 hours/calendar year.

E. Vacation An employee may accrue no more than the maximum vacation hours shown in the following schedule as of his or her anniversary date:

- |                      |           |
|----------------------|-----------|
| (a) 1-5 years        | 112 hours |
| (b) 6-15 years       | 150 hours |
| (c) 16 or more years | 200 hours |

When maximum vacation hours have been accrued, no additional vacation hours will be earned until the vacation hours have been reduced to less than the maximum allowed. The employee will not be given retroactive credit for any period of time when vacation did not accrue. **This will require a 12 to 18 month phase in period.**

An employee may make a written request for permission to accrue hours in excess of the maximum to permit a scheduled surgery, extended vacation or leave, or other extraordinary circumstance. Such requests may be granted only if the Chief of Police and the City Manager determine that such accrual will not have a detrimental effect upon the operations of the City or the Police Department.

The above schedule is applicable only to completed years of full time regular service. Partial years, or part time service, or types of employment other than full time regular service will not be considered in calculating maximum vacation hours.

F. Vacation Earned: Subject to the accrual limits set forth in the previous paragraph, all vacation time shall be earned and credited to the employee on a monthly basis.

Employees covered by this Agreement shall earn vacation per the following:

A. Up to and including five years of service - ten (10) working days.

B. Six years through fifteen years of service - fifteen (15) working days.

C. Sixteen years of service or more - twenty (20) working days.

G. Sick Leave

Upon termination, sick leave earned will be paid to the employee based up the following schedule:

1. An employee must complete five (5) years of employment prior to any sick leave cash-out eligibility.

2. An employee serving a total of 6-15 years may cash out forty (40%) percent of his or her sick leave hours at his or her current rate of pay.

3. An employee who retires or terminates after 16-20 years of service may cash out seventy five (75%) percent of his or her sick leave hours at his or her current rate of pay.

4. An employee who retires or terminates after 20 years of service may cash out ninety (90%) percent of his or her sick leave hours at his or her current rate of pay.

An employee upon retirement and in lieu of cash-out of sick leave time may convert unused/unpaid sick leave to time-in service per the conditions of the Sick Leave Conversion Benefits of the City's PERS retirement plan.

5. Sick Leave Cash out is available only as set forth above. The former Annual Sick Leave Cash Out policy has been eliminated.

H. Personal Leave - Each employee is entitled to two (2) days of personal leave each fiscal year. This time will be taken from earned sick leave. This does not accumulate from year to year. Personal leave must be scheduled in the same manner as vacation time.

I. Health Insurance The City Council shall determine the group health and life insurance provider. All employees covered by the Agreement are eligible for coverage. The City's contribution to the selected plan is as follows:

Employees' coverage for medical, vision, dental and life (\$25,000) insurance per City related plan shall be paid by City. For employees who select to cover dependents for health insurance the employee contribution shall be:

Employee shall contribute minimum of 25% of total premium of selected level of dependent coverage.

City will continue the existing Long-Term Disability program for sworn employees. The costs will be shared equally by the City and each employee. The City plan applicable to miscellaneous employees, non-sworn employees in this bargaining unit will participate on the same basis as other miscellaneous employees and share the costs with City.

Each employee shall include eligible premium payments for his/her share of dependent coverage in the City's section 125 Program for tax credit purposes.

**1. Cash for Termination of Health Insurance Coverage** – If employee provides satisfactory evidence of health insurance coverage from another source and elects to drop all City-provided Health Insurance, City will pay employee as compensation an additional \$100/month. As permitted by the Insurer, employee may elect to re-enter the City's Health Insurance to obtain insurance for employee and eligible family members.

**2. Life Insurance Optional Increase** – If permitted by the insurance plan, employee may elect to pay additional premiums to obtain additional life insurance coverage.

J. Bereavement Leave: Employees are eligible for up to three (3) days of bereavement leave per guidelines established in the City’s Personnel System Rules. However, the four (4) hours referenced in City’s Personnel System Rules is no longer applicable.

K. Retirement the City is enrolled in the PERS “2% at 55” plan for all sworn officers. Section 21369 (2% 55 Modified formula), Section 209938 (Limited Prior Service to Members Employed on Contract Date), Section 20965 (Credit for Unused Sick Leave), Section 21024 (Military Service Credit as Public Service), and Section 21031 (Public Service for Limited Prior Service) with 0% prior service for local police members.

**1. Non Sworn positions are covered as follows:**

PERS Miscellaneous Plan @5 @ 60 Modified Formula, 0 % Prior Service:

- a. Limited prior service to Member Employed on Contract Date
- b. Credit for used sick leave
- c. Military Service Credit as public service
- d. Public service credit for limited prior service with 0% prior service credit

**2. Cost Share contributions and other provisions of CalPers:**

a. City will pay the CalPers Employee Contribution, except that **one (1)% contribution of the current 7% CALPERS Employee contribution shall be paid by employee. This payroll deduction will be discontinued June 30, 2011. Effective July 1, 2011 the City will pay the 7% Employee contribution rate.**

**1. Employer Contribution CAP –**

a) Employer PERS contribution is currently at a fixed percentage amount. This amount may change within the contract period. Any increase or decrease in this amount is subject to meet and confer within the contract period. The City will not automatically assume any increase in this amount.

b. Should the City's PERS Employer Contribution "Decrease", during the period of the contract, City shall set up a reserve to be used solely for the of payment of such Employer Contribution increases over the amount @ 6/30/05

L. All employees who have individually assigned patrol vehicles and live within the boundaries of the Kerman Unified School District will be provided with a take home vehicle and will follow Department guidelines as to the care, parking and maintenance of such units.

## ARTICLE IX - SALARIES

### A. All Represented Employees

The Salary Chart effective September 1, 2009 (to include Sergeant Adjustment) and attached hereto as Exhibit C shall be effective unless otherwise amended by the City Council. No Cost of Living Adjustments ("COLA") shall be operative during the term of this agreement

B. **Sworn Personnel** - Effective the first full payroll period in January, 2006 all sworn personnel will receive a 5% adjustment per Salary Range

C. **Sergeant Compensation**- Sergeant pay scale shown on Salary Chart includes an increase 5% above prior salary range, but individual sergeants will move back a step and therefore not immediately realize an increase. Such an increase would be implemented in Fiscal Year 2009-2010 dependent upon merit based upon evaluation on the individual sergeant's anniversary date.

D. Special Assignment Pay: Effective July 1, 2000, in addition to any other pay specified in this Agreement, an employee assigned to any of the following special details is entitled to an additional two (2) percent increase over his or her regular rate of pay during such time as he or she is assigned to perform said detail:

Detective  
Evidence and Property  
Crime Prevention  
Training Officer

Motorcycle Officer (effective anniversary date 09/10)

Any employee who is assigned to two (2) of the above details simultaneously shall receive an additional three (3%) percent increase over his or her regular rate during the time when s/he is performing work in both details.

All assignments to which this section refers are within the discretion of the Chief of Police, subject to approval of the City Manager, and no employee has, or may claim, any property right to any of the foregoing assignments.

Bargaining unit employees who qualify for, and participate in, the City of Kerman bilingual program shall be entitled to a two and one-half (2 ½%) percent increase over their regular rate of pay, pursuant to the provisions of said program.

#### **ARTICLE X - RANDOM DRUG TESTING**

All sworn personnel including reserves are subject to random drug test. The specific standards and policy are detailed in Exhibit C attached to this document and are hereby incorporated into MOU.

#### **ARTICLE XI - PHYSICAL FITNESS TESTING**

All sworn personnel are required to complete physical fitness tests on an annual basis. The specific standards and policy are detailed in Exhibit D hereto and are hereby incorporated into the MOU.

#### **ARTICLE XII - GENERAL PROVISIONS**

A. Nothing in this Agreement shall abrogate any portion of any existing Agreement hiring or appointing or establishing conditions of employment for the employees of the City of Kerman. However, when in conflict this Agreement supersedes the City of Kerman Personnel System Rules.

B. Nothing in this Agreement shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.

C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Agreement.

D. The enactment of this Agreement shall not be construed as making the provision of Section 923 of the California Labor Code applicable to employees of the City.

E. The provisions of this Agreement are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.) as amended.

### **ARTICLE XIII - SEPARABILITY**

If any provision of this Agreement, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this Agreement or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

### **ARTICLE XIV - PRIOR ACTIONS SUPERSEDED**

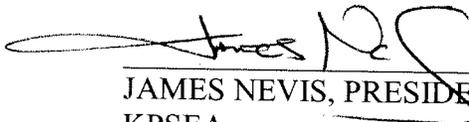
This agreement is intended as a Memorandum of Understanding setting forth the full and entire agreement of the City and its employees regarding the matters covered hereby. All other prior enactments and agreements relating to the subject matter hereof are superseded and terminated in their entirety.

### **ARTICLE XV - MODIFICATION**

This memorandum of Understanding shall be effective as of September 16, 2009 and shall remain in full force and effect through June 30, 2011. During the life of this Memorandum of Understanding, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, not addressed to this Memorandum of Understanding, such party shall request in writing to meet and confer on the item, which shall be specified in writing. Meeting and conferring shall not be required on any matter preempted or specifically provided for by state or federal law, including, without limitation, the Americans with Disabilities Act. No changes in this Agreement shall be made without the mutual consent of both the Association and the City of Kerman, and any such changes shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands this 15 day of December, 2009.

FOR THE KERMAN POLICE  
OFFICERS ASSOCIATION  
BARGAINING UNIT

  
\_\_\_\_\_  
JAMES NEVIS, PRESIDENT  
KPSEA

FOR THE CITY:

  
\_\_\_\_\_  
RON MANFREDI,  
CITY MANAGER