

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF KERMAN
AND
KERMAN PEACE OFFICERS ASSOCIATION

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2027

CONSOLIDATED VERSION

PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered between the City of Kerman (“City”) and Kerman Peace Officers Association (“KPOA”) also referenced as “Association” in this MOU. This MOU is entered pursuant to California Government Code, Section 3500 *et seq.* The City and KPOA (collectively “Parties”) have met and conferred in good faith regarding employment terms and conditions of the employees in the City and have reached agreement as set forth in this Memorandum of Understanding.

RECITALS

WHEREAS, the City of Kerman historically recognized two public safety bargaining units (the Kerman Public Safety Employees Association (“KPSEA”) and the Kerman Public Safety Sergeants Association (“KPSSA”) and negotiated separately with each; and

WHEREAS, at times one Memorandum of Understanding (“MOU”) was used to memorialize agreements with the two public safety associations and at other times one MOU was used; and

WHEREAS, effective July 1, 2017 through June 30, 2021, the City entered separate MOU’s with KPSEA and KPSSA; and

WHEREAS, on October 28, 2020, the City Council adopted Resolution No. 20-90 approving and recognizing the Kerman Peace Officers Association as the employee group representing City of Kerman Police Department Employees formerly represented by the Kerman Public Safety Employees Association (KPSEA) and the Kerman public Safety Sergeants Association (KPSSA); and

WHEREAS, the Parties met and conferred on a Successor MOU with KPOA and agree to enter into an MOU effective July 1, 2021, through June 30, 2024 with the understanding that they would continue to meet to create a Consolidated MOU comprised of terms and conditions in the prior KPSEA and KPSSA MOUs (“Prior MOUs”); and

WHEREAS, the parties have agreed on a Consolidated MOU for July 1, 2021, through June 30, 2024.

WHEREAS, the Parties met and conferred on a Successor MOU and agree to enter into an MOU effective July 1, 2024, through June 30, 2027.

AGREEMENT

ARTICLE 1 – INTENT

This MOU is intended to establish the rates of compensation, hours of work, and other terms and conditions of employment for all members of KPOA and shall be effective per the dates set forth below.

ARTICLE II - DURATION AND SUCCESSOR AGREEMENT

This Agreement shall be effective as of July 1, 2024 continues through June 30, 2027. Prior to March 1, 2027, the Parties will begin Meet and Confer sessions regarding considerations of a new MOU effective July 1, 2027.

ARTICLE III - GOVERNING LAWS

- A. The legal relationship between the City, and the employees shall be governed to the extent required by law 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 Rules and Regulations ("Employee Handbook") of the City of Kerman.
 - 3. The Fair Labor Standards Act, Title 29 United States Code, Chapter 8.
- B. Employees in KPOA shall be governed by all existing agreements of the City of Kerman except as may be modified by or voided by this MOU including those agreements as adopted by the Kerman City Council as the condition of employment or appointment of office. If the Personnel Rules and Regulations conflict with this MOU, this MOU shall prevail.

ARTICLE IV - CITY RIGHTS

Nothing in this MOU 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 policies, which include, but are not limited to the following rights of the City to:

- A. Determine 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 personnel system.
- E. Relieve or lay-off its employees from duty for periods of time because of lack of work, inclement weather conditions, or for other reasons within the discretion and upon review 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 established Personnel guidelines and determine the content or classifications 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.

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.
- B. Right to Refuse to Join: As provided for pursuant to Government Code Section 3500 *et seq.* Employees shall have 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.
- C. Right of Representation: Any employee shall have the right to be represented in their employment relations with the City
- D. 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, however, 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 state and federal laws.
- E. Discrimination by City: The City shall not interfere with nor 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.
- F. 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.

- G. Non Discrimination: The provisions of this MOU 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.
- H. Other Employees: Any form of part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this MOU.

ARTICLE VI - ASSOCIATION RECOGNITION

- A. Association Recognition: The City recognized the KPOA as the recognized employee organization for the Unit comprised of the following City Police Department classifications:
- Police Sergeant
 - Police Corporal (by assignment of Police Chief)
 - Police Officer
 - Police Records Manager,
 - Police Records Clerk
 - Administrative Assistant
 - Community Service Officer
 - Animal Control Officer
- B. Meet and Confer: 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.
- 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. 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 84 hours of work in a fourteen day period, but subject to call at any time.
1. Pursuant to section 7(k) of the FLSA, the City has adopted a 14-day/84 hour work period for sworn personnel.
 2. Non-sworn personnel shall have a work period of 40 hours during a seven-day calendar week.

- 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:

1. Overtime Rate (FLSA) For Sworn Personnel: Commencing July 1, 2017, Sworn employees working 12 hour days shall be paid for overtime or receive compensatory time at the rate of time and one-half (1½) their regular rate of pay as defined in the Fair Labor Standards Act (FLSA). The City shall pay overtime in excess of 12 hours worked in a day or 84 hours worked in a 14 day work period.

Commencing July 1, 2017, sworn employees working non 12 hours days shall have hours adjusted to reflect an 84 hour work period and shall be paid for overtime or receive compensatory time at the rate of time and one-half (1½) their regular rate of pay as defined in the Fair Labor Standards Act (FLSA). The hours will be adjusted at the discretion of City Management. The City shall pay overtime in excess of 12 hours worked in a day or 84 hours worked in a 14 day work period.

All overtime shall be recorded and paid on the basis of 15 minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one quarter hour of overtime.

2. Overtime For Non-sworn Personnel:

Non-sworn employees shall be paid overtime or receive compensatory time for hours worked in excess of forty hours per week.

- 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. Holiday Pay: Employees working on a recognized holiday shall be paid at the rate of time and one-half (1 ½) of their regular rate of pay.

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 days' advance notice of work on Sunday or Holidays is not given shall be compensated at double time.

- F. Compensatory Time: Compensatory time carried over from one fiscal year to the next shall not exceed 80 hours, but not more than 80 hours of compensatory time can be accrued at any time. Employees planning to use compensatory time 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 more than 80 hours compensatory time on the books at the time of this agreement may not earn additional compensatory time. 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.

- 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 any time. 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.

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 \$1,100 per year (\$275 per quarter).
- 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.. Said request shall be made during the work period in which holiday falls. It is understood that based on CalPERS requirements, the City will identify and report compensation for the pay period in which the compensation was earned regardless of when paid and that it not exceed compensation earnable per California Government Code Section 20630.

Credit for working a holiday will be based on whether a person's work shift started on the holiday. Holidays are specifically defined in the City Employee Handbook.

The City provides a maximum total of 88 hours paid holiday time per calendar year. This equals to eleven regular 8-hour work days.

The current agreed upon days recognized as holidays are:

1. New Year's Day, January 1
2. Martin Luther King holiday, Third Monday in January
3. Washington's Birthday, Third Monday in February
4. Memorial Day, Fourth Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day, Fourth Thursday in November
9. Day After Thanksgiving Day
10. Four (4) Hours -Christmas Eve Day, December 24
11. 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:

1. 1-5 years 112 hours
2. 6-15 years 150 hours
3. 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

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:

1. Up to and including five years of service -ten (10) working days.
2. Six years through fifteen years of service -fifteen (15) working days.
3. Sixteen years of service or more -twenty (20) working days.

- G. Vacation Cash Out: Employees who reach the cap for vacation are entitled to cash out excess vacation leave twice each fiscal year provided that they retain at least an 80 hour balance of leave after each cash-out.

- H. 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.

I. Personal Leave: Each employee is entitled to three (3) 8-hour days of personal leave each fiscal year. This time will be taken from earned sick leave. Personal leave does not accumulate from year to year and must be scheduled in the same manner as vacation time.

J. 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 30% 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.

The capped 2017-2018 rates paid by the City on health insurance for those employee hired after July 1, 2017 are rescinded.

Each employee shall include eligible premium payments for his or 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; if dental and vision are declined as well, the compensation will be a total of \$150/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.

K. Retirement: The City and KPOA agree with the following Cost Share contributions:

1. CalPERS Classic Member (hired prior to July 1, 2012) - retirement benefit formula is 2% @ 60 retirement benefit formula, three year average, with employee paying three percent (3%) of their salary as a contribution toward CalPERS retirement (City pays four percent (4%).
2. CalPERS Classic Member (hired after July 1, 2012) - retirement benefit formula is 2% @ 60% retirement benefit formula, three year average and employee pays seven percent (7%) contribution amount of their salary as a contribution toward CalPERS retirement.
3. CalPERS New Members (hired after January 1, 2013 –Post PEPR) - retirement benefit formula is 2% @ 62% retirement benefit formula, three year average and employee pays current 11% employee contribution amount.

Note: Pension formulas are determined based on provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA) and the contribution amount is subject to adjustment annually by CalPERS.

L. Take Home Vehicles: 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 Police Department guidelines as to the care, parking and maintenance of such units.

ARTICLE IX – SALARIES

A. Salary: Salary ranges for all unit classifications will be increased 4% effective the first full pay period following City Council approval of the new MOU, but no sooner than the pay period that includes July 1, 2024; 4% effective the pay period that includes July 1, 2025; and 4% effective the pay period that includes July 1, 2026.

B. One-Time Payment: The City will provide a One-Time Payment of Five Hundred Dollars (\$500) as soon as possible after the first full pay period following City Council approval of the new MOU and Five Hundred Dollars (\$500) on July 1, 2025 and July 1, 2026 to KPOA members who are employed at such time.

C. Special Assignment Pay: Effective July 1, 2000, in addition to any other pay specified in this Agreement, sworn employees except sergeants assigned to any of the following special details are

entitled to an additional two percent (2) increase over his or her regular rate of pay during such time as he or she is assigned to perform said detail:

1. Detective
2. Evidence and Property
3. Crime Prevention
4. Training Officer

Any employee who is assigned to two (2) of the above details simultaneously shall receive an additional three percent (3%) 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 1/2%) percent increase over their regular rate of pay, pursuant to the provisions of said program.

- E. Educational Incentive: Commencing July 1, 2018, employees shall receive \$50.00 per month for having an A.A./A.S. degree, an additional \$75.00 per month for having a B.A./B.S. degree, and an additional \$25.00 per month for a Master's degree if the degrees benefit the Police Department. Educational majors that are automatically considered as benefitting the Police Department are: Criminology, Computer, Business, English, Psychology, Sociology, Kinesiology, and Liberal Arts. The Liberal Arts major will only be recognized with an A.A. All other majors will be considered on a case by case basis by Human Resources.
- F. Longevity Pay: Employees who have been employed on a full time basis with the City for a continuous period of ten years shall receive a 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date. Employees who have been employed on a full-time basis with the City for a continuous period of 15 years shall receive a second 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date. Employees who have been employed on a full-time basis with the City for a continuous period of 20 years shall receive a third 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date.
- G. 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 certificate is 5%

- H. Additional Pay for 1800-0600: Effective July 1, 2024, employees scheduled the shift of 1800-0600 shall receive an additional one dollar (\$1) differential in salary. This additional pay also applies to employees scheduled to work an overtime shift of 1800-0600.

ARTICLE XII - GENERAL PROVISIONS

- A. Nothing in this MOU 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 Rules and Regulations.
- B. Nothing in this MOU 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 MOU.
- D. The enactment of this MOU 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 MOU 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 - SEVERABILITY

If any provision of this MOU, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this MOU 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.

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ARTICLE XV – REOPENER

During the negotiations for this MOU, KPOA requested that “Employees using compensatory time off during a pay period may count that time as “hours worked” for purposes of computing overtime entitlement during that pay period.” The parties were unable to reach agreement. However, the parties agree to reopen negotiations on this item only within ninety (90) days from the City Council’s approval of this MOU.

ARTICLE XVI – MODIFICATION

This Memorandum of Understanding shall be effective as of July 1, 2024, and shall remain in full force and effect through June 30, 2027. 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 in 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, KPOA and the City of Kerman have executed this MOU as set forth below.

KERMAN PEACE OFFICERS ASSOCIATION



Brenden Barra, President

Date: 9-27, 2024

CITY OF KERMAN



John Jansons, City Manager

Date: 09-27 -, 2024