

Exhibit 'A'

**SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF KERMAN AND KERMAN POLICE OFFICERS ASSOCIATION RELATING TO  
OVERTIME AND THE USE OF COMPENSATION TIME AND VACATION**

WHEREAS, a Memorandum of Understanding (MOU), by and between the City of Kerman and the Kerman Police Officers Association (the Parties), dated July 1, 2024 was approved by the parties; and

WHEREAS, the Article XV of the MOU provides that the matter of use of and payment for Compensatory Time ("Comp Time") earned would be subject to a Reopener; and

WHEREAS, the Parties met in January and mutually agreed to modification of the MOU to address earning, use of and payment for, "Comp Time" for KPOA members; and

WHEREAS, the Parties have agreed on changes that mirror the parameters for earning, use of and payment of comp time as provided for members of the Kerman Municipal Employees association.

NOW THEREFORE, by executing this Side Letter Agreement, the City and KPOA agree as follows:

Section 1. Section VII of the adopted 2024 MOU addressing Compensatory Time is amended to read as follows:

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.

Hours worked will include regularly scheduled vacation time, compensatory time and holidays. However, sick leave will not be calculated as hours worked for the purpose of overtime eligibility.

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.

Hours worked will include regularly scheduled vacation time, compensatory time and holidays. However, sick leave will not be calculated as hours worked for the purpose of overtime eligibility.

Section 2. Effective Date: The new parameters for accrual and use of comp time by KPOA members is effective February 16, 2025, in alignment with a new payroll period.

**Except as expressly modified in this Side Letter Agreement, the terms and conditions of the MOU and the rights, duties, and obligations of the parties thereunder are unchanged and remain in full force and effect.**

City of Kerman

  
John Jansons, City Manager

Date: 02-12-25

Kerman Public Safety Officers Association

  
Brenden Barra, President

Date: 2-18-25