



STAFF REPORT

MEETING DATE: February 12, 2025

PRESENTER: John Jansons, City Manager

SUBJECT: Amendment of Memorandum of Understanding with the Kerman Police Officers Association revising Overtime and the use of Compensation Time and Vacation counting as hours worked (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Side Letter Agreement with the Kerman Police Officers Association revising Overtime and the use of Compensation Time and Vacation counting as hours worked.

BACKGROUND:

On September 27, 2024, a new Memorandum of Understanding (MOU) between the City and KPOA was approved for the period July 1, 2024 through June 30, 2027. The MOU contains a Reopener in Article XV which provides that during the negotiations for the MOU, KPOA had 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 agreed to reopen negotiations within ninety (90) days from the City Council’s approval of the MOU.

Following the 2024 holidays, discussion on this matter resumed to address the request of the KPOA that Comp Time be granted and administered in the same fashion as in the MOU by and between the City of Kerman (City) and the Kerman Municipal Employees Association (KMEA).

DISCUSSION:

The proposed changes mirror the parameters for earning, use of and payment of comp time as provided for members of the Kerman Municipal Employees association. In order to unify procedures and in recognition of fairness and equity, the proposed resolution approves a Side Letter approving an amendment to Section VII of the adopted 2024 MOU addressing Compensatory Time.

FISCAL IMPACT:

The fiscal impact is minimal as “comp time” is only earned occasionally and is often used outside of a current pay period thereby avoiding overtime pay rates.

ATTACHMENTS:

A. Resolution w/Exhibit

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A SIDE LETTER AGREEMENT WITH THE KERMAN POLICE OFFICERS ASSOCIATION REVISING OVERTIME AND THE USE OF COMPENSATION TIME AND VACATION COUNTING AS HOURS WORKED

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 MOU contains a Reopener in Article XV regarding an unresolved issue concerning the use of compensatory time off during a pay period and whether it that time should count as "hours worked" for purposes of computing overtime entitlement during that pay period; 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 proposed changes mirror the parameters for earning, use of and payment of comp time as provided for members of the Kerman Municipal Employees association; and

WHEREAS, in order to unify procedures and in recognition of fairness and equity, the proposed amendment to Section VII of the adopted 2024 MOU addressing Compensatory Time is recommended.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

Section 1. The forgoing recitals are true, correct, and incorporated by reference.

Section 2. The Council approves Side Letter Attached hereto as **Exhibit 'A'** and incorporated by reference.

Section 4. This resolution is effective upon adoption.

(Certification on next page)

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th of February 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

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

Kerman Public Safety Officers Association

John Jansons, City Manager

Brenden Barra, President

Date: _____

Date: _____