



STAFF REPORT

MEETING DATE: December 11, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Amendment Number One to 2024 Memorandum of Understanding with Kerman Peace Officers Association (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving amendment number one to 2024 Memorandum of Understanding with Kerman Peace Officers Association clarifying night shift premium pay.

DISCUSSION:

In September of 2024, the City Council approved a revised and updated Memorandum of Understanding (MOU) with the Kerman Peace Officers Association (KPOA) to conclude its collective bargaining for the period of July 1, 2024 through June 30, 2027.

Article IX.H included a new benefit of additional salary compensation, “premium pay” of \$1.00 (one dollar) per hour for officers working the “Night Shift” which is duty from 1800 hours (6 PM) to 0600 hours (6 AM).

Since that time, questions of applicability and implementation by both KPOA and Management have occurred which require amendment of Article IX.H to provide clarity and specificity to assist with departmental scheduling and in payroll processing.

The City Attorney, KPOA leadership and Management have collaborated to provide for a more detailed description of Night Shift Differential Premium Pay as follows:

Article IX.H - Night Shift Differential

A sworn officer or CSO who is assigned to work “Night Shift” (i.e. 1800 hours to 0600 hours) will receive shift differential premium pay in the amount of \$1 per hour for all hours worked during the night shift. In addition, sworn officers or CSOs assigned to the Night Shift, whose shift continues beyond the designated Night Shift (i.e., held over beyond 0600 hours) will continue to receive the additional \$1 per hour premium. Likewise, if a sworn officer or CSO assigned to the night shift is required to report early (i.e., before 1800 hours) as part of their duty assignment, they will receive the \$1 per hour premium for that “early start”.

Sworn officers and CSOs assigned to “Day Shift” that are called in to work an entire “Night Shift” shall receive the premium. However, “Day Shift” employees do not receive any additional compensation for working parts of the “Night Shift.”

This shift differential will also be applicable in cases of a special duty assignment, i.e., a nighttime DUI Checkpoint or Saturation Patrol that occurs primarily during the hours of “Night Shift.”

For example, if the majority of a Special Assignment or Special Duty occurs during the Night Shift, premium pay differential will also apply to hours worked before 1800 hours (IE: 1600 start time through 2200 hours) .

Shift differential is not payable where a “day shift” employee works beyond the end of their regularly scheduled shift or is called in early for shift coverage.

The premium is only paid for hours actually worked and is not paid for leave hours (sick, vacation, comp time, etc.). The premium shall be paid in 15-minute increments of working time.

Adoption of the attached resolution (**Attachment ‘A’**) will authorize staff to amend Article IX.H of the MOU and effectuate the new, specific language defining “Night Shift Differential Premium Pay”.

FISCAL IMPACT:

Adoption of the resolution and clarifying Article IX.H of the MOU will result in payroll and administrative savings.

ATTACHMENTS:

A. Resolution w/Exhibit

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AMENDMENT NUMBER ONE TO 2024 MEMORANDUM OF UNDERSTANDING WITH KERMAN PEACE OFFICERS ASSOCIATION CLARIFYING NIGHT SHIFT PREMIUM PAY.

WHEREAS, on September 25, 2024, the City Council of the City of Kerman approved a Successor Memorandum of Understanding with Kerman Peace Officers Association for the period July 1, 2024 through June 30, 2027; and

WHEREAS, Article IX.H provides for Night Shift Premium Pay; and

WHEREAS, both KPOA and Management recognize both a lack of specificity in the definition of that benefit as originally intended and a need for clarity in its application is necessary; and

WHEREAS, an Amendment Number 1 to the MOU (**Exhibit 'A'**) clarifies and specifies implementation of the Night Shift Premium Pay benefit to the mutual satisfaction of both Management and KPOA.

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 Amendment Number One to the 2024 KPOA MOU as attached hereto as **Exhibit 'A'**.

Section 3. The Memorandum of Understanding by and between the City of Kerman and the Kerman Peace Officers Association Effective July 1, 2024 through June 30, 2027 (Consolidated Version) is hereby amended.

Section 4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 11th day of December 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

EXHIBIT 'A'

"NIGHT SHIFT PREMIUM PAY"

The Successor Memorandum of Understanding by and between the City of Kerman and the Kerman Peace Officers Association for the period July 1, 2024 through June 30, 2027 ("Successor MOU") is amended to address night shift premium pay as follows:

AS ADOPTED - September 25, 2024

ARTICLE IX – SALARIES

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.

AS REVISED AND AMENDED (Effective December 22, 2024)

ARTICLE IX – SALARIES

H. A sworn officer or CSO who is assigned to work "Night Shift" (i.e. 1800 hours to 0600 hours) will receive shift differential premium pay in the amount of \$1 per hour for all hours worked during the night shift. In addition, sworn officers or CSOs assigned to the Night Shift, whose shift continues beyond the designated Night Shift (i.e., held over beyond 0600 hours) will continue to receive the additional \$1 per hour premium. Likewise, if a sworn officer or CSO assigned to the night shift is required to report early (i.e., before 1800 hours) as part of their duty assignment, they will receive the \$1 per hour premium for that "early start".

Sworn officers and CSOs assigned to "Day Shift" that are called in to work an entire "Night Shift" shall receive the premium. However, "Day Shift" employees do not receive any additional compensation for working parts of the "Night Shift."

This shift differential will also be applicable in cases of a special duty assignment, i.e., a nighttime DUI Checkpoint or Saturation Patrol that occurs primarily during the hours of "Night Shift."

For example, if the majority of a Special Assignment or Special Duty occurs during the Night Shift, premium pay differential will also apply to hours worked before 1800 hours (IE: 1600 start time through 2200 hours) .

Shift differential is not payable where a "day shift" employee works beyond the end of their regularly scheduled shift or is called in early for shift coverage.

The premium is only paid for hours actually worked and is not paid for leave hours (sick, vacation, comp time, etc.). The premium shall be paid in 15-minute increments of working time.

END