

2017-2018
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KINGSBURG AND
THE KINGSBURG POLICE OFFICERS ASSOCIATION

This is a "Memorandum of Understanding" ("MOU") between the CITY OF KINGSBURG ("CITY") and the KINGSBURG POLICE OFFICERS ASSOCIATION ("ASSOCIATION"). This MOU sets forth the full and only agreement on wages, hours and terms and conditions of employment that are subject to negotiation between the ASSOCIATION and the CITY.

ARTICLE 1.
ASSOCIATION/RECOGNITION

CITY has recognized ASSOCIATION as the exclusive representative of the full-time employees, including probationary employees, employed in the job classifications listed below and their representative agent Silver & Katz. For purposes of this MOU a "full time employee" is (1.) one who is regularly scheduled to work an average of forty (40) hours per week and (2.) has successfully completed the probationary period.

CLASSIFICATION TITLES

Police Sergeant ("**Sworn**")

Police Officer ("**Sworn**")

Records Supervisor ("**Non-Sworn**")

Police Services Technician ("**Non-Sworn**")

Unless otherwise expressly stated, the singular or plural of the word "employee" as used in this MOU means "full time employee" as defined above.

ARTICLE 2.
HOURS OF WORK

The 12-hour shift pilot program begun in 2015 shall continue at the discretion of the Chief of Police. In addition, eight (8), nine (9), and ten (10) hour shifts are also established for all Sworn and Non-Sworn employees. Employees on these shifts shall be assigned at the discretion of the Chief of Police. The Chief of Police reserves the right to assign staff based upon the needs of the police department.

Standard Schedule

Standard Work Schedule – The Standard Work Schedule is defined as five (5) eight (8) hour days in each week of the pay period, for a total of 80 hours in the pay period.

1. Sworn personnel – The Standard Work Schedule for Sworn personnel shall be five (5) eight (8) hour shifts per week, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The Standard Work Schedule for Non-Sworn personnel shall be five (5) eight (8) hour shifts per week, with a non-paid meal period of 30 minutes.

Alternative Schedules

9/80 Alternative Work Schedule – The 9/80 Alternative Work Schedule is defined as five (5) nine (9) hour shifts in one week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the other week of the same pay period, for a total of 80 hours in the pay period. Scheduling of the weeks shall be at the discretion of the Chief of Police or designee.

1. Sworn personnel – The 9/80 Alternative Work Schedule shall be five (5) nine (9) hour shifts in one week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the other week of the same pay period, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The 9/80 Alternative Work Schedule shall be five (5) nine (9) hour shifts in the first week of the pay period and three (3) nine (9) hour shifts and one (1) eight (8) hour shift in the second week of the same pay period, with a non-paid meal period of 30 minutes.

4/10 Alternative Work Schedule – The 4/10 alternative Work Schedule is four (4) ten (10) hour shifts in each week of the pay period, for a total of 80 hours

1. Sworn personnel – The 4/10 Alternative Work Schedule for Sworn personnel shall be four (4) ten (10) hour shifts per week, with a non-guaranteed meal period not to exceed 30 minutes.
2. Non-Sworn personnel – The 4/10 Alternative Work Schedule for Non-Sworn personnel shall be four (4) ten (10) hour shifts per week with a non-paid meal period of 30 minutes.

12 Hour Alternative Work Schedule – The 12 Hour Alternative Work Schedule is defined as six (6) 12 hour shifts and one (1) eight (8) hour shift inside of a two (2) week pay period, for a total of 80 hours in the pay period.

1. Sworn Personnel – The 12 Hour Alternative Work Schedule for Sworn personnel shall be six (6) 12 hour shifts and one (1) eight-hour shift in a two (2) week pay period, with a non-guaranteed meal period not to exceed 30 minutes.

It is understood that sick leave and vacation time are earned at the same (current) rate, but are utilized on an hour for hour basis.

Employees working a 12-hour workday may be held over or asked to report to work early in order to cover shifts. Every effort will be made to limit a workday to 18 consecutive hours.

Shift Coverage For Scheduled Community Events – Shift schedules designed to provide staffing for annual, recurring community events as determined by the Police Chief will be completed and posted by the department at least fourteen (14) days in advance of the event. Exceptions may occur when events take place or information is received that necessitates changes in staffing levels within the 14 day period.

All employees available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Officer to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Officer being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

ARTICLE 3. **OVERTIME**

With the exception of the 12 hour shifts for Sworn personnel, all overtime work must be authorized by the Department Head or his designee in advance. For the purpose of computing overtime, all hours in paid status shall be considered as hours worked. Overtime pay at the rate of one and one-half (1-1/2) times the employee's straight time hourly wage rate shall be paid for all hours worked in excess of forty (40) hours per week.

Alternatively, employees may elect to accrue compensatory time at the rate of one and one-half (1-1/2) times the number of overtime hours worked. All current KPOA employees may accrue a maximum of 240 hours at any given time. Once this maximum is reached there shall be no further accrual of compensatory time, until the accrual is below the maximum. All new employees hired on or after January 1, 2017, may accrue a maximum of 120 hours of compensatory time. Effective January 1, 2017, any employees who compensatory time bank exceeds the maximum cap will be unable to accrue further comp time until they are below the maximum set forth herein. Any employee who is separated from CITY service shall be entitled to payment for accrued compensatory time at the employee's base hourly wage at the time of the employee's separation, less all normal deductions.

ARTICLE 4. **NON-SWORN EDUCATION EXPENSE REIMBURSEMENT**

Non-Sworn employees who receive advance approval (Department Heads' approval is based upon a finding that courses are job related and sufficient funds remain in the training appropriation), and who voluntarily attend and successfully complete (with a grade of "C" or better) community college/California State University undergraduate courses of instruction or equivalent (including technical institute courses), will be reimbursed for documented out-of-pocket expenditures for course fees and books limited to \$400 per school year.

ARTICLE 5. **REST PERIODS**

Employees working eight hour/five-day week shifts shall be allowed a rest period not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Employees who work

more than 10 hours in a day may take a third rest period of at least 10 minutes. Rest periods will be scheduled with the employees' supervisor so that the delivery of services is not adversely impacted. If events interfere with a scheduled rest period, the employee will contact his/her supervisor to reschedule a rest period sometime during the same four (4) hour period. Employees who believe they have not been provided the opportunity to take all rest periods should inform their supervisor immediately.

ARTICLE 6.
MEAL PERIOD

All employees working over five hours in a day shall normally be scheduled for their 30-minute meal break near the middle of the normal work day. Meal periods will be scheduled with the employees' supervisor so that the delivery of service is not adversely impacted. If events interfere with a scheduled meal period, the employee shall contact his/her supervisor to reschedule a lunch period at some other convenient time as near the middle of the work day as feasible. Employees who believe they have not been provided the opportunity to take all meal periods should inform their supervisor immediately.

ARTICLE 7.
HOLIDAYS

The following days are recognized as paid holidays for Non-Sworn employees:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	2nd Monday in February
Washington's Birthday	3d Monday in February
Good Friday	One-half day Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31, full day if Monday, Tuesday or Wednesday; one-half day if Sunday, Thursday, Friday or Saturday
Employee's Birthday	May be used as a floating holiday; must be used in the same calendar year or it is lost

Holidays which fall on Saturday are observed on the preceding Friday; and holidays which fall on Sunday are observed on the following Monday. Holidays that occur during an employee's vacation will be treated as a paid holiday rather than a vacation day. This holiday schedule shall apply solely to Non-Sworn employees in the bargaining unit.

All Sworn employees in the unit shall be scheduled for twelve paid holidays per year, typically one per month or one every two pay periods, at the discretion of the Chief, plus the employee's birthday, which may be used as a floating holiday, and must be used in the same calendar year or it is lost.

If, due to the necessities of the Department, an employee is unable to take the scheduled paid holiday, the hours shall be scheduled for use the following month or will be moved to comp time, at the discretion of the City.

ARTICLE 8.
VACATION

Employees shall be entitled to annual vacation leave, with pay, at the convenience of CITY, and shall earn annual vacation credits at the following rates:

<u>Years of Service</u>	<u>Days of Vacation</u>
1-5 years	12 days
6 years	13 days
7 years	14 days
8 years	15 days
9 years	16 days
10 years	17 days
11 years	18 days
12 years	19 days
13 years	20 days
20 years	25 days

Vacation leave accrual shall be hourly as calculated by the City every pay period, in accordance with the above schedule. Vacation leave accrual shall have a maximum cap of 240 hours. Thus, when an employee reaches this cap, there will be no vacation leave accrual until the vacation leave accrued is below the maximum cap of 240 hours. Employees with hours in excess of 240 hours as of 1/1/2013 had such excess hours addressed in the following manner: The employee will have two separate vacation leave banks for a temporary period of time. In the first, original, accruing vacation leave bank ("Leave Bank 1"), on 1/1/2013, the amount in Leave Bank 1 was set at 160 hours, and the excess hours over 160 hours were set aside in a separate, non-accruing vacation leave bank. ("Leave Bank 2"). From 1/1/2013 through 12/31/2013, all vacation leave utilized by the employee was deducted from Leave Bank 1. Beginning 1/1/2014, and continuing through this MOU period, 25% of all vacation leave utilized by the employee will be deducted from Leave Bank 1 and 75% will be deducted from Leave Bank 2 until the excess is depleted and Leave Bank 2 is thereby eliminated. Use of compensatory time for scheduled vacation is not allowed.

ARTICLE 9.
UNIFORMS/UNIFORM ALLOWANCES

In accordance with CITY regulations, Sworn employees shall be required to wear CITY prescribed, full uniforms (including footwear) at all times when on duty, on an assignment that requires a uniform or as directed by the Chief of Police or his designee. Uniforms shall only be worn while performing City duties or as authorized by the Chief of Police. The uniform allowance for all Sworn employees shall be \$1,000.00 per year, paid in the second month (February) of the pay year. For a newly hired Sworn employee, hired between January 1 and June 30, the uniform allowance will be \$500 total. For Non-Sworn employees, the uniform allowance shall be \$800.00 per year, payable in the second month (February) of the pay year. However, the uniform allowance for Non-Sworn employees hired on or after January 1, 2017, shall be \$200 per year, payable in the second month (February) of the year. This amount shall include costs of uniform purchase, maintenance, damage, and repair. Employees shall be responsible for paying all associated PERS contributions, if any.

ARTICLE 10.
SICK LEAVE

Employees earn fifteen (15) days of sick leave per year, at a rate of ten (10) hours per month. Upon retirement from CITY service, an employee is entitled to cash out one-half of the sick leave hours accumulated at date of retirement.

Sick leave accrual shall have a maximum cap of 800 hours. Thus, when an employee reaches this cap, there will be no sick leave accrual until the sick leave accrued is below the maximum cap of 800 hours. In January 2013, the cap was set at 400 hours and employees with hours in excess of 400 hours, as of 1/1/2013, had all such excess hours addressed in the following manner: The employee had two separate sick leave banks for a temporary period of time. In the first, original, accruing sick leave bank ("Leave Bank 1"), on 1/1/2013, the amount in Leave Bank 1 will be 320 hours, and the excess hours over 320 hours will be set aside in a separate, non-accruing sick leave bank. ("Leave Bank 2"). From 1/1/2013 through 12/31/2013, all sick leave utilized by the employee was deducted from Leave Bank 1. Beginning 1/1/2014, and continuing through this MOU, 25% of all sick leave utilized by the employee will be deducted from Leave Bank 1 and 75% will be deducted from Leave Bank 2 until the excess is depleted and Leave Bank 2 is thereby eliminated. All hours of sick leave accrued during the time of this MOU shall be placed in Leave Bank 1.

Upon retirement from CITY service, and having worked for at least ten (10) consecutive years with the CITY, an employee is entitled to cash out one-half (1/2) of the sick leave days accumulated, up to a maximum of 200 hours, at the date of retirement.

ARTICLE 11.
SICK LEAVE CONVERSION

Employees who have an accumulated balance of thirty-five (35) or more days of sick leave as of the end of the last full pay period in June may elect either of the following sick leave conversion options once per calendar year during the month of July so long as the employee's remaining sick leave balance is not less than thirty (30) days after the conversion. Employees may annually convert five (5) accumulated sick days into five (5) vacation days. The election will be done by responding to City on the form designated for this purpose provided by the payroll clerk.

ARTICLE 12.
COURT STAND-BY PAY

Employees shall be paid one-half (1/2) pay at their overtime rate for all time recorded as Court Stand-by Pay. If an employee is summoned to court, they will be paid a minimum of 2 hours overtime.

ARTICLE 13.
RETIREMENT

A) Public Employees' Retirement System "PERS". CITY shall provide all Eligible Sworn employees access to the Public Employees' Retirement System ("PERS") "Police Safety Employees" retirement plan benefits. CITY shall provide all eligible Non-Sworn employees access to the Public Employees' Retirement System ("PERS") "Miscellaneous Employees" retirement plan benefits. All current Sworn and Non-Sworn employees shall pay 100% of the employee contribution/share required to participate in PERS. CITY shall pay the employer's contribution. The existing PERS "Police Safety Employees" and "Miscellaneous Employees" retirement plan elements are set by the existing contract(s) between CITY and PERS; and are generally described as follows:

- 1) a) For Sworn: PERS credit of three percent (3%) per year of PERS membership at age 55.
- b) For Non-Sworn: PERS credit of two percent (2%) per year of PERS membership at age 55.
- 2) Social Security coordination;
- 3) 1957 Survivor's Benefits;
- 4) Final compensation determined as highest of thirty-six (36) consecutive months of PERS membership;
- 5) Ordinary Disability Retirement;
- 6) Two percent (2 %) maximum annual cost -of-living allowance after retirement;
- 7) Pre-retirement death benefit of total contribution plus interest earned returned to survivor plus one (1) month pay for each year in the retirement system up to six (6) years; and

- 8) Post-retirement death benefit of \$500 (in addition to normal retirement benefits)

Contribution rate and formula for "new members" to comply with California Public Employees' Pension Reform Act of 2013 (AB 340).

Classic members currently contribute 9% for PERS costs. On January 1, 2017, this shall increase to 10% and on January 1, 2018 this will increase to 11%

B) Social Security ("FICA"). CITY participates in the Social Security retirement system [the Federal Insurance Contribution Act ("FICA")]. Employee participation and benefits are required and provided in accordance with law. CITY paid and shall continue to pay the employer's FICA contribution.

C) State Disability Insurance ("SDI"). CITY participates in the California State Disability Insurance program ("SDI"). Eligible employees shall pay for and be covered by and receive SDI benefits in accordance with law, to be coordinated as determined by CITY with accrued paid time off benefits under this MOU.

ARTICLE 14.

DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS

All employees shall participate in the direct deposit and/or deferred compensation plans offered by CITY through its payroll system. Such participation must be effected using forms approved by CITY. The City will allow one separate check per year for non-payroll type payments.

ARTICLE 15.

HEALTH PLANS

A) Plans. In accordance with the provisions of the City selected applicable plan(s), employees will pay 12% per pay period for medical, dental, vision, and life insurance cost/premiums for the current employee, and if applicable, eligible dependents.

B) Incentive. City will offer a, three-tiered cash incentive (subject to taxation as wages) to those who opt out of the medical insurance plan during open enrollment or qualifying events and who provide proof satisfactory to the City of comparable, alternative health insurance coverage, and there must be no break in the employee's health plan coverage. Failure to notify the City of loss of health plan coverage will require employee to pay his/her insurance premiums retroactively. By opting out of insurance for the employee and/or dependent(s), employees will receive a cash incentive for changing "tiers": For each tier that employees qualify for and drop down from, employees will receive \$100/month as cash wages. The three tiers are defined as:

1st Tier

*Family (Employee and 2 or more dependents)

2nd Tier

*Employee + Spouse)

*Employee + Child(ren)

3rd Tier

*Employee (Employee only)

Example: If an employee with a spouse and a child opts out of insurance for the dependents, that employee moves down tiers from "Family" to "Employee" and will receive \$200/month. If that same employee chooses to completely opt out of insurance for the whole family, \$300/month would be paid.

Reopener on effects of Patient Protection and Affordable Care Act when it becomes legally operable.

ARTICLE 16. BILINGUAL PAY

Employees who pass a bilingual proficiency test administrated by CITY will receive two and one-half percent (2.5 %) additional pay calculated on base wages.

ARTICLE 17. WAGES

A) Wage Increase: The City will provide the following wage increases to all employees in this bargaining unit as follows:

January 1, 2017 2.5%

January 1, 2018 2.5%

B) Extra Duty Differential ("EDD"): An across-the board "Extra Duty Differential" of two percent (2 %) ("EDD ") was combined and paid, and shall continue to be combined and paid, to all classifications throughout the term of this MOU. The EDD is in lieu of all other individual payments and/or differentials of any kind for other assignments/duties commonly recognized in other departments surveyed, including, but not limited to, individual payments for investigator, detective, narcotics, juvenile, youth services, undercover, FTO, acting shift or department supervisor, dispatching/records for other health and/or safety services, and/or similar assignments/duties. New City employees in this bargaining unit will not receive this EDD pay until successful completion of their Probation period and will have a separate salary structure, from all current employees of the department.

For those Police Officers designated by the Chief of Police or his Designee as a scheduled Officer-In-Charge (OIC), for a period of at least 4 weeks, or as otherwise determined by the Chief, shall be compensated an additional two percent (2%) for the period of time they are scheduled as an OIC.

C) Step Increases: Step increases within a pay range shall not be automatic but shall be based upon merit and then only upon written approval by the employee's Department Head and the City Manager. Upon successful completion of six months of employment, an employee at the "A" step shall be eligible for consideration for a step increase to "B" step. Eligibility for consideration for "C" step requires six (6) months minimum service at "B" step. Eligibility for consideration for "D" and "E" steps requires one (1) year minimum service at each of the lower steps.

ARTICLE 18.
SWORN INCENTIVE PAY

Incentive pay for Sworn positions defined:

POST Intermediate Certificate	Two and one half percent (2.5%)
POST Advanced Certificate and/or Associate's Degree	Two and one half percent (2.5%)
Bachelor's Degree	Five percent (5%)

Compensation for all of the above may be made in the following combination:

POST Certificates without education

POST Intermediate Certificate	Two and one half percent (2.5%)
POST Advanced Certificate	Two and one half percent (2.5%)

POST Certificates with education

POST Intermediate Certificate	Two and one half percent (2.5%)
Associate's Degree	Two and one half percent (2.5%)

POST Certificates with education

POST Intermediate Certificate	Two and one half percent (2.5%)
POST Advanced Certificate	Two and one half percent (2.5%)
Associate's Degree	Two and one half percent (2.5%)

POST Certificate with education

POST Intermediate Certificate	Two and one half percent (2.5%)
Bachelor's Degree	Five percent (5%)

POST Certificates with education

POST Intermediate Certificate	Two and one half percent (2.5%)
POST Advanced Certificate	Two and one half percent (2.5%)
Bachelor's Degree	Five percent (5%)

Accreditation shall be by a national or regional accrediting body that is recognized by the Secretary of the United States Department of Education.

The above incentive pay shall not exceed ten percent (10%) in any combination. All incentive pay shall be paid to those qualified employees who are off probation. There shall be no reduction in pay for all current employees who may be receiving incentive pay which exceeds 10%. All other employees shall be paid incentive pay as set forth herein.

Non-Sworn employees in the bargaining unit who obtain an Associate degree will receive a salary adjustment of 2.5% and another 2.5% for a Bachelor's degree.

ARTICLE 19. **LONGEVITY PAY**

A longevity benefit in the form of a one-time only lump sum benefit equal to \$500 for each five years of service payable at the beginning of the first year of service after each fifth-year increment, e.g. \$500 at the beginning of the 6th year, \$1,000 at the 11th year, \$1,500 at the 16th year, \$2,000 at the 21st year, and \$2,500 at the 26th year.

ARTICLE 20 **SHIFT ROTATION**

Shift rotation shall be every six (6) months, beginning on the first (1st) pay period of the pay year and again beginning on the thirteenth (13th) pay period. Shift sign-ups will be for Police Officer positions only, not in a specialty assignment, and not on probation. Police Sergeants are not entitled to sign-up for shift selection.

Shift sign-ups for both rotations for each pay year will be conducted no earlier than six (6) weeks before the first pay period of the pay year and no later than three (3) weeks before the first pay period of the pay year.

All efforts will be made to keep the schedule for the fifty-two (52) weeks of the shift sign-up however; the Chief of Police shall have the right to alter the schedule based upon the needs of the department.

ARTICLE 21 **VACATION SIGN UP**

Vacation sign-ups will be for a 52-week duration, or 26 pay periods; commencing at the start of each pay year. Vacation sign-ups will be conducted immediately after shift sign-ups and completed no later than two weeks before the beginning of the pay year.

Vacation sign-ups shall be conducted by department seniority within assignment.

ARTICLE 22.
SWORN OFFICER TAKE HOME VEHICLE PROGRAM

The CITY will implement a pilot Take Home Car Program, allowing officers who reside within 40 miles of the Kingsburg Police Department to take their police vehicle home. The assignment of police vehicles to officers will be at the sole discretion of the Police Chief and shall be dependent upon the following factors including, but not limited to, fleet size, mechanical issues, and/or costs. Said vehicles are not for personal use and only the officer may operate said vehicle for City authorized business and travel to and from the Kingsburg Police Station, assigned duty stations, and/or the officer's residence. The Chief of Police will develop a Take Home Vehicle Policy related to care, maintenance, and the implementation of the program.

ARTICLE 23
SAVINGS CLAUSE

The provisions of this MOU are declared to be severable, and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this MOU, but they shall remain in effect. It is the intent of the parties that this MOU shall stand notwithstanding the invalidity of any part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for that provision or portion of the MOU found to be invalid or unconstitutional.

ARTICLE 24
FULL UNDERSTANDING

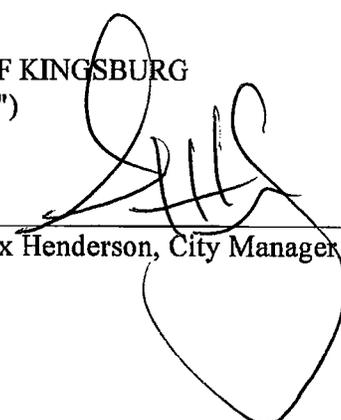
It is intended that this MOU set forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understandings or agreements by the parties, with the exception of addenda and side letter agreements, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addenda and side letter agreements all previously existing side letter agreements and addenda and side letter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each addendum and side letter. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addenda, or in a side letter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing City ordinances, rules, and regulations pertaining to wages, hours, and other terms and conditions of employment but otherwise such ordinances, rules, and regulations shall be effective and the City Council, and other City Boards and Commissions retain the power to legislate pertaining to such matters subject to compliance with the Meyers-Miliias-Brown Act.

ARTICLE 25.
TERM OF MOU

Regardless of dates or sequence of execution by CITY and ASSOCIATION representatives, this MOU shall be effective for all purposes as of January 1, 2017, and shall terminate December 31, 2018.

CITY OF KINGSBURG
("CITY")

By:  _____
Alex Henderson, City Manager Date

KINGSBURG POLICE OFFICERS
ASSOCIATION ("ASSOCIATION")

By:  _____
Rick Mejia, President Date 2-8-17