

2015-2016
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")
Dispatcher ("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 AND OVERTIME

The Sworn personnel in the department will move to 12 hour shifts beginning on or after January 1, 2015, based upon a mutually agreeable date, between KPOA and the Chief of Police. This shall be a one year pilot program, subject to reopening by CITY in the second year of the MOU, dependent upon how this schedule change impacts the CITY, including, but not limited to overtime, costs, coverage, and/or community issues. Employees on this shift will receive meals and breaks as required by law. Further, the 12 hours shifts shall be in compliance with FLSA 7(k) exemption. To this end the Chief of Police will adopt and implement 12 hour shift schedules setting forth the work periods, with a corresponding overtime threshold in compliance with the 7(k) exemption.

The normal work week for all other employees in the bargaining unit shall consist of five (5) days of work per week with eight (8) hours of work per day with a paid meal period not to exceed one-half (1/2) hour at approximately mid-shift.

With the exception of the 12 hour shifts for Sworn personnel, all overtime work must be authorized by the Department Head 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. 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 3. **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 4. **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 5.
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 6.
HOLIDAYS

The following days are recognized as paid holidays:

<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	2 nd Monday in February
Washington's Birthday	3 rd 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 one paid holiday each month. The remaining holiday hours, between 12 and 16 hours, dependent upon which day of the week is New Year's Eve, shall be designated as hours that will be added to the officer's floating holiday bank and must be used within the next calendar year.

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.

ARTICLE 7.
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 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 shall have 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.

ARTICLE 8.
UNIFORMS/UNIFORM ALLOWANCES

In accordance with City regulations, employees shall be required to wear City prescribed, full uniforms (including footwear) at all times when on duty. Uniforms shall only be worn while performing City duties. The uniform allowance for all sworn employees shall be \$1,000.00 per year, payable at \$250.00 per quarter, and the uniform allowance for all non-sworn employees shall be \$800.00 per year, payable at \$200.00 per quarter. 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 9.
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, 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 10.
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 11.
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.

ARTICLE 12.
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 three 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).

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 13. **DIRECT DEPOSIT/DEFERRED COMPENSATION PLANS**

Employees may participate on a voluntary basis 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.

ARTICLE 14. **HEALTH PLANS**

A) Plans. In accordance with the provisions of the City selected applicable plan(s), employees will pay \$60/pay period for medical, dental, vision, and life cost/premiums for current employee plus 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 15.
BILINGUAL PAY

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

ARTICLE 16.
WAGES

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

January 1, 2015	1%
July 1, 2015	1.5%
January 1, 2016	1.0%
July 1, 2016	1.0%

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. The City will recognize the two current active employees who are acting as Watch Commanders, with a 2% increase in salary. Watch Commanders are not a new classification. Should there be any changes in personnel as Watch Commanders, their salary shall be at the sole discretion of the Chief of Police.

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 17.
SWORN INCENTIVE PAY

The Incentive Pay program for Sworn employees utilizes the following base salary adjustments [ten percent (10%) maximum]:

Intermediate POST Certificate	Two and one-half percent (2.5 %)
Associate of Arts/Science Degree	Two and one-half percent (2.5 %)
<u>Either</u> Advanced POST Certificate or Bachelor of Arts/Science Degree	Five percent (5 %)

Non-sworn employees in the bargaining unit who have worked for the City for at least 5 years, who obtain an Associate degree or higher will receive a salary adjustment of 2%.

ARTICLE 18.
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 19
REOPENER/TWELVE HOUR PILOT

In year two of the MOU (2014), the City may reopen two economic items in the MOU if it publicly declares a fiscal emergency or if the parties mutually agree to reopen.

The City and the POA agree to conduct a pilot program addressing a 12-hour workday plan for Patrol Officers only. The 12-hour workday shall not include any non-safety unit members nor will it include members assigned to Detectives or School Resource Officers. The trial period shall begin as set forth in Article 2. The trial period shall be for a minimum of twelve (12) calendar months. The Chief of Police will have the authority to cancel the program with a thirty (30) calendar day notice to the POA after the trial period ends.

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.

If, at any time during the trial period, or at any time after the trial program and the 12-hour workday is in effect, extenuating circumstances outside normal operational standards exist;

the 12-hour workday may be suspended or terminated based on the following procedure. The Chief of Police would petition the City Manager to cease operating the 12-hour workday. The City Manager would petition the City Council with a recommendation. The City Council would make a decision, which would be conclusive and binding on the parties. Action of the City Council regarding the 12-hour workday does not constitute a reopener.

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.

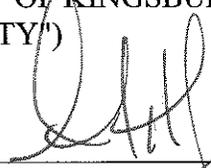
All employees available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

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.

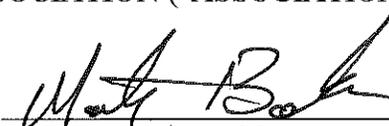
ARTICLE 20.
TERM OF MOU

Regardless of dates or sequence of execution by CITY and ASSOCIATION representatives, this MOU shall be effective for all purposes as of January 1, 2015; and shall terminate December 31, 2016.

CITY OF KINGSBURG
("CITY")

By:  _____
Alex Henderson, City Manager Date 1/22/16

KINGSBURG POLICE OFFICERS
ASSOCIATION ("ASSOCIATION")

By:  _____
Marty Baker, President Date

F:\WORD\11\1141.228\KPOA 2015 2016 MOU HIGHLIGHTED 1-12-15