Item #18

Date: June 12, 2025

To: Board of Directors

From: David Aranda, Interim General Manager

Subject: Discussion and Approval of the Memorandum of Understanding (MOU) Between the Kensington Police Officers Association (KPOA) and the Kensington Police Protection District (KPPCSD) Effective July 1, 2025 through June 30, 2029

Recommendation

Approve the four-year Memorandum of Understanding between the KPOA and the KPPCSD effective July 1, 2025 through June 30, 2029.

Background

There have been ongoing negotiations between the General Manager and representatives from the KPOA for about five months.

The attached MOU has been approved by the KPOA. The significant item in the MOU is the four percent per year increase the officers will receive over the next four years. Some other minor changes were made to keep in line with other agencies regarding incentive pay.

I would like to thank Chief Gancasz for working with me to better understand the various nuances of police operations and the impact that specific items can have with the officers. The Chief was also instrumental in cleaning up the past MOU which contained numerous errors, unclear direction and concerning wording. I thank staff and Board President Spath for their assistance as well.

Exhibit(s)

- Memorandum of Understanding Between Kensington Police Protection and Community Services District and Kensington Police Officers' Association Effective Date: July 1, 2025 through June 30, 2029.

MEMORANDUM OF UNDERSTANDING

Between
KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

Effective Date: July 1, 2025 - June 30, 2029

This Memorandum of Understanding (MOU) is made and entered into on July 1, 2025, by and between the Kensington Police Protection and Community Services District, located in Contra Costa County, Kensington, California (hereinafter referred to as "The District"), and the Kensington Police Officers' Association (hereinafter referred to as "The Association").

This MOU aims to establish and maintain mutually beneficial working and economic relations between the parties. Both parties seek to promote cooperation and understanding in matters related to employment terms.

ARTICLE I: RECOGNITION

The District recognizes the Association as the exclusive representative of all police personnel, excluding the Chief of Police and the Lieutenant. The District further agrees to meet and confer with the Association on all matters relating to wages, hours, and other terms and conditions of employment.

ARTICLE II: RIGHTS

A. District Rights

1. Except as otherwise provided in this Agreement, the District retains the exclusive right to exercise control over the following: determining the mission and objectives of its departments, commissions, and boards; setting service standards; establishing procedures and criteria for employee selection and promotion; directing and managing its employees; taking disciplinary actions as necessary; relieving employees from duty due to lack of work, insufficient financial resources, or other business-related reasons as determined in the sole discretion of the District; maintaining operational efficiency; determining the methods, means, and personnel required to conduct government operations; assessing and defining job classifications; taking necessary actions in emergencies to fulfill its mission; and exercising complete control over its organizational structure and the technology used to perform its work, including the authority to contract for specified services.

2. Nothing contained within this article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under state and federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

B. Association Rights

1. The Association has the right to represent its members before the Board of Directors or advisory boards regarding wages, hours, working conditions, or other matters within the scope of representation.

2. The Association has the right to be given reasonable written notice of any proposed ordinance, rule, resolution, regulation, or amendment relating to matters within the scope of representation.

3. Under state law and the department's rules and regulations, employees represented by the Association shall be free to participate in Association activities without interference, intimidation, or discrimination.

ARTICLE III: SCOPE OF AGREEMENT

A. Conditions

The terms of this Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered or otherwise presented by the Association or the District for the duration of this agreement; provided, however, that nothing herein shall prevent the parties to this Memorandum of Understanding from meeting, conferring, and making modifications herein by mutual consent.

B. Procedure for Meet and Confer

The District, through its representatives, and representatives of the Association shall meet and confer in good faith regarding matters within the scope of this agreement.

ARTICLE IV: HEALTH PLAN BENEFITS/PENSION

A. Health Plan Benefits Current Employees

1. The District shall provide health benefits through the Public Employees' Retirement System Health Benefit Program.

2. The employer will pay 90% of the Kaiser Northern California premium at each coverage level through a cafeteria plan. The cafeteria plan option shall be integrated with the PEMHCA medical plan benefit.

3. The premium for active members shall be adjusted annually on or about January 1 of each year of this contract based on changes in Kaiser rates for that year.

B. Eligible Retirees

The District will pay the health care premiums for eligible retirees and their eligible dependents under the Public Employees Medical and Hospital Care Act (PEMHCA) and in the amounts required by the California Government Code §22892(b).

For those employees in this unit who were initially employed at the District on or before January 6, 2020, the District obligation for existing retirees and retirement medical benefits of existing employees who later retire and are entitled to retirement health benefits under PEMHCA rules shall be set at a fixed dollar amount equal to 90% of the 2020 Kaiser Northern California rate or $125 per retiree per month, whichever is greater. The rates paid by the District shall be as follows:

Coverage Level	2020 Kaiser Bay Area Monthly Premiums	KPOA Member Contribution Effective 1/1/2020	Maximum District Contribution Effective 1/1/2020
Employee Only	$768.49	$76.85	$691.64
Employee + 1	$1,536.98	$153.70	$1,383.28
Employee + 2	$1,998.07	$199.81	$1,798.26

Upon a retiree achieving Medicare eligibility, the District shall pay 90% of the applicable 2020 Medicare rate at each level of coverage, or the employee shall pay $125 per month, whichever leads to a higher retiree contribution.

Employees employed on or before January 6, 2020, and retirees who were hired on or before January 6, 2020, shall have a vested right to a retiree benefit of their choosing at the fixed dollar amount applicable (e.g., Medicare/non-Medicare) to their situation, based upon the flat dollar amount (90% of the Kaiser rate) established in 2020. This vesting shall be subject to California law and applicable PEMHCA rules.

Employees and retirees hired at the District on or after January 6, 2020, shall receive only the PEMHCA minimum for retiree health benefits.

C. In Lieu or Dual Medical Coverage

Employees who elect not to receive the District's medical insurance shall be provided an alternative benefit in the form of a monthly five-hundred-dollar ($500) cash payment in place of benefits listed in Article IV, A., 'Health Plan Benefits Current Employees,' of this Memorandum of Understanding.

Eligibility for receipt of alternative benefits is restricted to those employees in regular or probationary status who, following PEMHCA regulations, (1) elect to opt out of the District's medical insurance and (2) provide proof of medical insurance coverage from a qualifying alternative plan.

D. Dental and Vision Benefits

The District shall provide for a vision plan through VSP, and a dental plan through Delta Dental, maintaining the same benefit package as is currently provided under the District's VSP Group Vision Care Plan, effective October 1, 2013, and the District's Contract with Delta Dental, effective October 1, 2007, as amended. Except as provided in subsection (C) above, the District will pay the premiums for the eligible employee and his or her eligible dependents.

E. Pension Retirement Plan

The District provides CalPERS retirement benefits in accordance with applicable law and the District's CalPERS contract (in general, this means 3% at 50 for "classic" members, 2.7% at 57 for PEPRA members; member definitions are determined by CalPERS.) Any conflict between this Agreement and applicable law or the District's CalPERS contract is unintentional, and the applicable law/CalPERS contract shall govern.

Classic members' required contribution is 9%, and their final compensation is based on their highest year of average annual pensionable compensation during any consecutive 12-month period.

PEPRA members' required contribution is 50% of the normal annual cost, as determined by CalPERS, and their final compensation is based on the highest consecutive 36-month average of pensionable compensation.

F. Life Insurance

The District provides a one hundred-thousand-dollar ($100,000) term life insurance policy, and the District will pay the base premiums and provide policy documentation for such coverage to employees covered under this MOU. The employee may voluntarily elect additional coverage, in which case the employee shall pay any additional costs over the standard base premium.

G. Disability Insurance

The District provides and pays premiums for disability benefits through the California Law Enforcement Association (CLEA) "Plan A" or the Police Officers Research Association of California (PORAC) "Premier Plus" plan.

H. Deferred Compensation

The District has established a Deferred Compensation Plan to be available to all eligible district employees under Federal legislation permitting such plans. Employees can invest portions of their current income to meet their future financial requirements and supplement their District retirement at no cost to the District.

I. Flexible Spending Account

The District has established a Flexible Spending Account plan to which employees may contribute on a pre-tax basis. The District pays the associated administrative fee to operate the FSA plan. All

other contributions and costs are at the employee's expense, and both contributions and usage of funds are subject to the restrictions of applicable law. Further information about this benefit is available through Human Resources.

ARTICLE V: SICK LEAVE

A. Accrual

Employees accrue sick leave at the rate of ten (10) hours for each calendar month they worked. Employees may accumulate an unlimited amount of sick leave. At the discretion of the Chief of Police, a medical professional's note may be required for any period of sick leave that exceeds three (3) consecutive days.

B. Unused Sick Leave

Service credit for unused sick leave is subject to the rules and regulations set forth by CalPERS at the time of separation. The District will follow these rules and regulations. Sick leave has no cash value and may not be converted to cash or payout from the District.

C. FMLA, CFRA, PDL

The District adheres to the provisions of the Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and California Pregnancy Disability Leave (PDL). Eligible employees may utilize accrued sick leave for illness or injury to their immediate family members as defined by the California Family Rights Act (CFRA). In severe or extreme cases, the Chief of Police may grant additional unpaid leave for family care, during which an employee may utilize any of their accrued District paid leave and/or apply for any external wage replacement benefits for which they may be eligible.

D. Catastrophic Sick Leave Sharing Plan

Eligible employees may donate up to 100 hours of sick leave to affected employees' time bank accounts. Requests to donate time must be submitted to the Chief of Police via the chain of command. To be eligible for this benefit, the receiving employee must:

1. Be a full-time employee.
2. Have sustained or have an immediate family member who has suffered a catastrophic, severe, or debilitating illness, injury, death, or condition.
3. Have exhausted all accumulated paid leave, including vacation, sick, and compensatory time.
4. Be unable to return to work for at least 30 days, or if the condition affects the immediate family member, that member must need prolonged and significant personal care.
5. Conform to the Family Medical Leave Act requirements.
6. Not be eligible for workers compensation (4850) benefits.

E. Bereavement Leave

Eligible employees must be employed with the District full-time for at least thirty (30) days.

1. Emergency leave of forty (40) hours with pay may be granted to an employee who experiences the death of an immediate family member. Time will not be deducted from the affected employee's sick leave or vacation accrual accounts to cover the 40 hours. Pay shall be calculated at the employee's base hourly rate and issued for the pay period during which the leave is taken.
2. The Chief of Police shall be notified immediately of such need.
3. “Immediate Family" includes the affected employee's spouse, children, parents, parents-in-law, siblings, grandparents, grandchildren, or domestic partner is the immediate family.
4. Bereavement leave must be taken within three months of the death but need not be taken all at one time during that period.
5. Employees may be required to provide documentation of death within thirty (30) days of the first day of leave. This documentation may be a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.
6. This documentation shall be kept confidential and not disclosed except as necessary to internal personnel or counsel or if required by law.
7. Additional requests for bereavement leave without pay (during which accrued District paid leave may be utilized) shall be submitted to the Chief of Police.

ARTICLE VI: VACATION AND LEAVES OF ABSENCE

A. Eligibility

All personnel shall be eligible to take paid vacation leave after twelve (12) months of continuous service. Requests for vacation inside the twelve-month minimum requirement are subject to the sole discretion of the Chief of Police and must be submitted to the Chief of Police via the chain of command.

B. Vacation Accrual Schedule

Vacation time is earned and accrued according to the Vacation Accrual Schedule below. Employees shall have access to their time-bank account balances through the department's timekeeping or payroll module.

Year(s) of Service	Total Yearly Hourly Accrual	Accrued Hours Per Month
1	104	8.67
2	112	9.33
3	120	10.00

4	128	10.67
5	136	11.33
6	144	12.00
7	152	12.67
8	160	13.33
9	160	13.33
10	168	14.00
11	168	14.00
12	176	14.67
13	176	14.67
14	184	15.33
15	184	15.33
16	192	16.00
17	192	16.00
18	200	16.67
19	200	16.67
20	208	17.33

C. Sign-Up Process: Vacation/Shifts

1. Shift sign-ups will be available annually from October 1 through November 15. By seniority, employees will have forty-eight (48) hours to sign up for a shift, allowing for three (3) cycles.
2. A vacation roster will be available annually from November 15 through December 31. By seniority, employees will have forty-eight (48) hours to sign up for vacation, allowing for three (3) cycles.
3. Employees must sign up for at least one work week/block (thirty-six or forty consecutive hours) per selection.
4. Consecutive days may not break up across multiple weeks.
5. Employees may pass on their day to sign up three (3) times.
6. Supervisors are responsible for ensuring no more than one officer and no more than one sergeant is scheduled for vacation during the same period.

D. Additional Leave, Account Limits, Cash Conversion Options

1. Requests for additional vacation leave must be submitted to an employee's supervisor for review. At the supervisor's discretion, a memo may be required.
2. Employees will stop accruing vacation time at 320 hours. It is the employee's responsibility to ensure they do not exceed this limit. Vacation time over 320 hours will not be converted into cash disbursements or time off without the approval of the Chief of Police.
3. The Chief of Police may raise the vacation accrual limits during emergencies, including extended durations of inadequate staffing.
4. Employees may submit a request that a maximum of one hundred (100) accrued vacation hours be converted to cash at the employee's base hourly rate and issued twice per calendar year. The two allowable dates are December 1 and June 1. Requests shall be made using the timekeeping module and a corresponding memo to the employee's supervisor. Employees must indicate whether disbursement will be incorporated into their regular payroll check or issued separately.
5. Vacation accrual rates for eligible lateral officers are based on their years of service as a POST-certified peace officer defined in California Penal Code sections 830.1 and 832.6 or the equivalent peace officer status/authority from a state outside California. Time spent as a military officer, reserve officer, volunteer, dispatcher, prison guard, police cadet, or federal agent will generally not be considered years of service for accrual rates. The Chief of Police shall have discretion in determining eligibility.
6. Employees separating from employment with the District who hold accrued vacation leave shall be paid their entire account balance at the employee's current base hourly pay rate at the time of separation.
7. The district adheres to all applicable state and federal laws for military leave.
8. Special circumstances may require converting vacation hours to other forms of leave, such as bereavement, sickness, or extended leave. All requests for vacation leave conversion shall be submitted to the Chief of Police via the chain of command.
9. All requests for extended leaves of absence with or without pay shall be submitted to the Chief of Police through the chain of command.

ARTICLE VII: SALARY AND INCENTIVES

The District will compensate all members of the Kensington Police Officers Association as follows:

Effective July 1, 2025, the monthly salary schedule shall be:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$10,649.71	$11,075.68	$11,407.95	$11,864.31	$12,338.88
Police Officer	$8,346.24	$8,805.27	$9,289.57	$9,800.50	$10,348.36

Effective July 1, 2026, the monthly salary schedule shall be:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$11,075.70	$11,518.70	$11,864.27	$12,338.88	$12,832.44
Police Officer	$8,680.09	$9,157.49	$9,661.15	$10,192.52	$10,762.30

Effective July 1, 2027, the monthly salary schedule shall be:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$11,518.73	$11,979.45	$12,338.84	$12,832.44	$13,345.74
Police Officer	$9,027.29	$9,523.78	$10,047.60	$10,600.22	$11,192.79

Effective July 1, 2028, the monthly salary schedule shall be:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	$11,979.48	$12,458.63	$12,832.39	$13,345.73	$13,879.56
Police Officer	$9,388.38	$9,904.74	$10,449.50	$11,024.23	$11,640.50

A. Step Increases in Pay

1. Step one shall be the minimum monthly salary for a given rank.
2. Step increases shall be merit-based and subject to annual satisfactory performance evaluations.
3. Supervisors shall conduct annual employee evaluations (appraisals) and submit them to the Chief of Police through the established chain of command. The evaluation date shall be

determined by the employee's hire date. Evaluations shall include recommendations for either advancement to the next pay step or delay based on the employee's performance during the preceding year. Affirmation that satisfactory growth in the employees' service value shall be one of the primary determining factors for step increases.

4. Upon approval for advancement to the next pay step, the employee's base monthly pay rate shall increase to the next step.
5. If retroactive pay is necessary, the Chief of Police will notify the Finance Department before the next pay cycle.

B. Hourly Rate of Pay

The straight-time hourly rate is calculated by multiplying the monthly salary by twelve (12) and dividing by the total number of working hours per year, which by convention is 2080.

C. Recognition (Incentive) and Limits (CAP)

An employee's cumulative incentive amount shall be limited to eighteen percent (18%). Employees may not receive more than eighteen percent additional incentive pay without prior approval from the Chief of Police. Such instances may include emergency staffing situations or other measures. The following incentives fall under the eighteen percent cap:

1. Shift differential incentive of 3%
2. Field Training Officer incentive of 5%
3. On-call incentive of 1%
4. Education incentive of 1-3%
5. POST intermediate certificate of 5%
6. POST advanced certificate of 5%

D. Working Out of Class Recognition (Not subject to incentive cap)

1. Officers: Officers who have completed Acting Sergeant Training and have been approved by the Chief of Police to act in that capacity shall be paid an additional five percent (5%) of their base hourly wage when assigned to and performing the duties of Acting Sergeant.
2. Sergeants: Sergeants who have completed Acting Lieutenant Training and have been approved by the Chief of Police to act in that capacity shall be paid an additional five percent (5%) of their base hourly wage when assigned to and performing the duties of Acting Lieutenant.
3. Per the California Public Employees' Retirement Rules, the District shall report all temporary upgrades or out-of-class pay lasting more than thirty (30) days to CalPERS.

E. Shift Differential Recognition (subject to incentive cap)

1. Officers assigned to the graveyard shifts shall be paid an additional three percent (3%) of their base hourly wage when working those shifts. The graveyard shift shall be defined as patrol

shifts that regularly schedule a minimum of eight (8) continuous hours between 2200 and 0600. This shift differential does not transfer to other shifts (example – Vacation Relief Assignment)

2. Court appearances, training, light duty, or work performed before or after a regular graveyard shift are not applicable for the 3% shift differential incentive pay.

F. Field Training Officer (FTO) Recognition (subject to incentive cap)

Officers appointed as Field Training Officers, and when acting in that capacity, shall be paid an additional five percent (5%) of their base salary for hours worked as Field Training Officers.

G. On-Call Duties (subject to incentive cap)

Supervisors assigned to on-call status will receive an additional one percent (1%) of their base hourly wage for a time equal to their regular shift. For example, a Sergeant assigned to a ten-hour shift will receive an additional ten hours of incentive pay while on call. Supervisors on call shall receive this compensation, regardless of whether they are called after hours.

Supervisors in on-call status are required to promptly answer all calls after hours and respond to assist in a reasonable time to oversee an incident if necessary. Depending on the circumstances, supervisors may provide telephonic/electronic communication and support to staff reaching out to them after hours. Supervisors should constantly assess each situation in the best interest of the officers, departments, and community. Supervisors who respond to work after hours shall be compensated with a minimum of four (4) overtime hours.

H. Vacation Relief Officer (not subject to incentive cap)

The vacation relief officer assignment allows KPD to schedule personnel effectively, ensuring that all officers can take their earned time off without compromising public safety and departmental operations while ensuring fiscal sustainability. The vacation relief officer is crucial to maintaining adequate staffing levels when officers take time off or are unavailable. Officers assigned to the vacation/relief position will receive an additional five percent (5%) of their base hourly wage for the duration of that assignment. The vacation relief assignment is not subject to the incentive cap.

Key aspects of a vacation relief officer's role include:

1. **Covering vacant shifts:** The primary responsibility is to cover multiple shifts for employees on a scheduled vacation or attending training, and to fill patrol vacancies for extended periods.
2. **Flexible scheduling:** The assignment is subject to variable scheduling. The supervisor in charge of scheduling shall determine the most efficient time to schedule the vacation relief shift. (Shifts A through F)
3. **Maintaining sufficient staffing:** They support adequate staffing.
4. **Coordinating with scheduling managers:** Vacation relief officers work closely with supervisors to determine when and where their services are needed. Supervisors will make efforts to provide advanced notice of schedule changes when allowable.

5. **Adapting to different roles:** Depending on the shift relief officers cover, they may need to perform various duties, requiring versatility and a broad skill set.
6. **Supporting department efficiency:** By providing coverage for vacationing or otherwise absent officers, they help maintain operational continuity and prevent understaffing issues.
7. **Balancing seniority and fairness:** The vacation relief assignment is available to all patrol-eligible officers during shift sign-up.

I. Longevity Recognition (not subject to incentive cap)

Employees will receive an additional two and a half percent (2.5%) of their base hourly wage upon completing their sixth (6th) continuous year of service with KPD and a further two and a half percent (2.5%) of their base hourly wage after their twelfth (12th) year of service with KPD. This incentive is not subject to the cap. Employment outside of Kensington is not factored into longevity.

J. POST Certificate Recognition (subject to incentive cap)

Employees who possess an Intermediate Post Certificate issued by the California Commission on Peace Officers Standards and Training shall receive an additional five percent (5%) of their base hourly wage for each hour they work.

Employees who possess an Advanced Post Certificate issued by the California Commission on Peace Officers Standards and Training shall receive an additional five percent (5%) of their base hourly wage for each hour they work.

These incentives may be combined and are subject to the department's incentive cap.

K. Degree Recognition (subject to incentive cap)

Employees who possess a degree from a college or university accredited by an agency recognized by the U.S. Department of Education shall, upon approval from the Chief of Police, receive additional incentive pay based on their degree type. This accreditation ensures that the institution meets established academic standards and provides quality education. The incentives for college degrees are not compounded and are limited to one degree or the highest degree.

- Associate's degree: An additional 1% of their base hourly wage for each hour worked
- Bachelor's degree: An additional 2% of their base hourly wage for each hour worked
- Master's degree: An additional 3% of their base hourly wage for each hour worked

ARTICLE VIII: OVERTIME, COMP TIME, MEALS CALL OUT, COURT

A. Overtime

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the typical working day or shift or beyond the normal working week. The work week is

considered Sunday through Saturday. Overtime compensation shall be one and a half times the employee's hourly rate.

B. Overtime Converted to Compensatory Time (comp)

Employees may bank or convert overtime hours into compensation or "comp-hours." Comp accounts and balances are kept within the District's timekeeping module and are accessible to all employees for review.

1. Employee comp accounts are limited to accrue no more than one hundred and eighty hours (180 hrs.)
2. Comp hours are automatically multiplied in the District-approved timekeeping module (Intime) equal to one and one-half (1 1/2) times an employee's base hourly pay rate.
3. Employees who withdraw hours from their account to accommodate time off or a cash disbursement are appropriately withdrawn at a base hourly pay rate.
4. Employees may convert compensation hours into cash twice per calendar year.
5. Withdrawal amounts are limited to eighty hours.

C. Meal Reimbursement

Employees assigned to a ten–hour (10-hour) shift who work more than fourteen (14) hours, in a single shift, are eligible for reimbursement for a meal not exceeding twenty-five dollars ($25.00). Similarly, employees assigned to a twelve–hour (12-hour) shift who work more than sixteen (16) hours in a single shift are eligible for reimbursement for a meal not exceeding twenty-five dollars ($25.00). Requests for reimbursement must be submitted to the employee's supervisor and include all receipts.

D. Minimum Call-Out Compensation

Employees who respond to the Police Department to perform unscheduled work shall be compensated for a minimum of four (4) overtime hours. Extended shifts, late prisoner transports, or late report writing are not applicable for this minimum exception.

E. Court

Officers subpoenaed or directed by a judicial officer to appear in court outside of their regular shift hours shall receive a minimum of four (4) hours of overtime so long as they appear in person in court. Officers who appear in court via teleconference, video appearance, or online meeting (DMV) shall be compensated for four (4) hours of overtime so long as they participate in the hearing.

ARTICLE IX: EDUCATION AND EMPLOYEE ASSISTANCE PROGRAM

A. Education Program Reimbursement

The District reimburses some educational costs associated with pursuing a college degree. Eligible employees who obtain authorization in advance from the Chief of Police can receive a maximum of six thousand dollars ($6,000.00) reimbursement per calendar year.

1. Receipts and transcripts are required for all reimbursements.
2. Reimbursement is restricted to enrollment, tuition, credit, and unit costs. Books, materials, and supplies are the employee's responsibility.
3. The General Manager must approve all education reimbursement applications.
4. Employees must receive an average GPA of 3.0 at the end of their course.
5. To receive this benefit, eligible employees must have two years of full-time service with the District. The Chief of Police may grant an exception from this service requirement.
6. All education reimbursements are subject to the review and approval of the Chief of Police.

B. Employee Assistance Program

The District shall provide an Employee Assistance Program (EAP) available to all employees in the bargaining unit. With the input of KPOA, the district shall select the plan provider to provide this service.

ARTICLE X: UNIFORMS AND EQUIPMENT

A. Uniforms, Equipment, and Duty Boots

The Police Department shall maintain a list of authorized uniforms and equipment and provide and maintain (repair or replace) all uniforms and equipment for its sworn members. Requests for uniform/equipment repair or replacement shall be submitted to a supervisor for review. Employees are prohibited from issuing, wearing, or deploying unapproved/unauthorized uniforms and equipment without the approval of the Chief of Police. Upon separation, employees shall return all department-issued uniforms, equipment, and property, other than boots/shoes.

1. The District will annually provide full-time patrol officers and Sergeants who have completed the Kensington FTO program with a $150.00 boot/shoe allowance.
2. The $150.00 will be distributed to each employee on July 15, regardless of the FTO program completion date.
3. Employees are expected to apply the allowance towards purchasing new duty-use footwear.
4. Supervisors are responsible for ensuring employee duty boots/shoes are safe, by industry and KPD standards, and present a professional appearance consistent with KPD's approved uniforms.
5. Employees may use the allowance to purchase Class A shoes.

ARTICLE XI: RECOGNIZED HOLIDAYS/PAY

A. Holidays

The District recognizes fourteen (14) Holidays annually:

1. January 1 New Year's Day
2. January 20 Martin Luther King's Birthday (the third Monday of January)
3. February 17 President's Day (the third Monday of February)
4. March 31 Cesar Chavez Day
5. May 26 Memorial Day (the last Monday of May)
6. June 19 Juneteenth
7. July 4 Independence Day
8. September 1 Labor Day (the first Monday of September)
9. September 9 Admission Day
10. October 13 Indigenous Peoples Day (Columbus Day)
11. November 11 Veterans Day
12. November 27 Thanksgiving Day (the fourth Thursday of November)
13. November 28 The day after Thanksgiving (the fourth Friday)
14. December 25 Christmas Day

Compensation for these holidays is equally distributed to all employees during regular payroll distribution throughout the year. Therefore, employees are not entitled to additional compensation (overtime) if they work on these days.

ARTICLE XII: PERSONNEL ACTIONS

A. Authority

The information in the Kensington Police Department Policy Manual is furnished to acquaint officers with some of the more critical personnel policies and practices pertaining to employment with the Kensington Police Department. Although not presented in the form of regulations, each subject covered in subsequent paragraphs has substantive authority in the powers granted to the Chief of Police by special laws of the State of California.

B. Definition of Just Cause

Just Cause for employment actions, up to and including termination, shall include, but not be limited to, the following: Failure of an employee either willfully, or through negligence or incompetence, to perform the duties of their rank or assignment, or violation by an employee of any police policies or order, or instruction having the effect of a policy or order.

C. Definition of Actions

1. **Counseling & Warning Notice:** A Counseling or Warning Notice is an informal procedure a supervisor uses to caution an employee and is not an official disciplinary action. It may be issued verbally or in writing. Notices in writing must be purged from all files within twelve months of issuance if the situation corrects itself. Warning notices are not subject to the grievance procedure or discipline appeal process; however, they may be considered pertinent evidence or information in any hearing resulting from any subsequent official action.
2. **Reassignment, Transfer, Loss of Specialty Appointment:** Employees whose ability to perform the required duties falls below standard may be reassigned, transferred, or lose their specialty appointments. The employee must be notified of the decision no later than two (2) weeks before the effective date.
3. **Written Reprimand:** A written reprimand is an official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if the cause is not corrected. Written reprimands shall be part of the employee's official personnel record and may be considered pertinent evidence or information in subsequent hearings or disciplinary processes.
4. **Suspension:** Suspension without pay is a temporary separation from the District and cannot exceed thirty (30) consecutive days.
5. **Reduction in Pay:** This temporary measure becomes effective on the action date, and its term shall be identified in the Order of Discipline. In such a case, the employee's pre-disciplinary salary, including incentives, shall be reinstated after the defined term, unless designated in the Order of Discipline.
6. **Reduction in Rank:** An employee whose ability to perform the required duties falls below standard, or for disciplinary purposes, can be reduced in rank (demoted). The employee must be notified of the demotion no later than thirty (30) days before the effective date.
7. **Dismissal:** This means the termination of an employee from the District.

D. Due Process

1. Police officers have due process rights (POBAR), including the right to a hearing and to appeal disciplinary decisions.
2. In any pre-disciplinary investigation or interrogation, the employees covered under this MOU shall be afforded ALL the due process protections in Government Code Section 3300 et. seq.
3. Disciplinary procedures are outlined in the KPD Departmental Policy and the District Policy and Procedure manual.

F. Right of Appeal to Matters Not Involving Discipline

Employees have the right to appeal and bring matters of grievance to Supervisors, the Chief of Police, and the Board of Directors regarding any situation affecting their employment status or conditions of employment, except in cases involving a general plan affecting the department as a whole. The decision of the Kensington Police Protection and Community Services District Board is considered final.

G. Right of Appeal to Matters Involving Discipline

A. Employees not on probation may challenge the discipline in a manner outlined in Kensington Police Policy and the Kensington Police Kensington Police Protection and Community Service District Policy and Procedure Manual Section 3000 or, in addition to the grievance procedure after it is exhausted, request an evidentiary hearing before the Board of Directors. Any employee who wishes to preserve the right of appeal and request an evidentiary hearing must, within twenty (20) days of the date of the Notice of Discipline, submit in writing to the Chief of Police a separate written statement indicating that they wish a hearing before the Board of Directors consistent with due process rights and the Public Safety Officers Procedural Bill of Rights Act. Each party shall bear the cost of its presentation, including preparation and post-hearing briefs, if any. The decision of the Kensington Police Protection and Community Services District Board is considered final. The District Board may, at its discretion and expense, assign the matter to a hearing officer of their choice to conduct the hearing and render an advisory written decision to the Board for consideration. Any grievance not filed or appealed within the specified time limits shall be settled based on the last disposition. The timelines may be waived for a specific period at any time in accordance with the parties' mutual agreement.

B. Employees who have completed their probationary period may challenge written reprimands through an administrative appeal to the Chief of Police. Written notice of such an appeal must be filed within twenty (20) days of the written reprimand. The Chief of Police will (a) hold an informal, non-evidentiary hearing with the employee at a mutually agreeable time, typically within ten (10) days of receiving notice of appeal, and (2) shall issue a written response to the appeal within five (5) days of the informal hearing. The determination of the Chief of Police shall be final.

H. Probationary Periods

The probationary period for newly hired officers who do not possess a P.O.S.T. Basic Certificate shall be eighteen (18) months. The probationary period for newly hired officers with a valid P.O.S.T. Basic Certificate may be reduced to twelve (12) months at the discretion of the Chief of Police. During any applicable probationary period, an employee may be disciplined or terminated, with or without cause, and not subject to any appeals process.

ARTICLE XIII: ANNUITANTS

The District may employ retired PERS annuitants (formerly sworn police officers) to fill vacancies during emergency staffing situations or when necessary. Annuitant employment shall not supplant full-time positions. Full-Time Police Officers shall be given preference over all annuitants for scheduling days off, holidays, leaves, and vacations. Annuitants shall meet all hiring and background standards required by the California P.O.S.T. (CA Commission on Peace Officers Standards and Training), adhere to all District and Department policies, and comply with CA P.O.S.T. training standards. Annuitants' employment status shall be "at-will", and employment terms cannot exceed 960 hours in any fiscal year.

ARTICLE XIV: NO UNLAWFUL DISCRIMINATION

No employee shall be demoted or dismissed, or in any way unlawfully discriminated against because of race, color, religion, creed, sex, pregnancy, childbirth or related medical condition, ancestry, citizenship, national origin, age, marital status, sexual orientation, physical or mental disability, medical condition or any other characteristic protected by federal, state, or local law.

Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercising of their rights to engage or not to engage in any activities under Section 3500, et seq., of the Government Code.

ARTICLE XV: SCOPE AND SEVERABILITY

It is mutually agreed that ratification and approval of this Memorandum of Understanding relieve the Association and the District of any further obligation to meet and confer under Section 3500, et seq., of the California Government Code for the period covered by the Memorandum of Understanding. However, meetings and conference sessions may be reopened during the life of the Memorandum of Understanding by mutual consent of the Association and the District.

Should the District decide to contract out any or all services currently performed by sworn officers, it shall meet and confer to the extent law requires. Nothing in this Agreement shall foreclose either party's proposals and, to the extent within the mandatory scope of bargaining, requests to meet and confer. In case of material conflict between this Agreement and the approved District policies and procedures, the provisions of the Agreement shall govern.

Suppose any portion of this Memorandum of Understanding is declared null and void by superseding Federal or State Law. In that case, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as possible to the original intent.

ARTICLE XVII: DURATION

This agreement shall be in full force and effect from July 1, 2025, through June 30, 2029.