



Date: July 10, 2022

To: Board of Directors

From: Anthony Constantouros, Interim General Manager

Subject: Approve KPOA MOU Effective July 1, 2022

Recommendations:

Approve a three-year Memorandum of Understanding (MOU) with the Kensington Police Officers Association (KPOA) effective July 1, 2022, and authorize the Board President to sign.

Rationale for Recommendation:

For the last twelve months the Kensington police officers have been working without a contract. The most recent Memorandum of Understanding expired June 30, 2021.

Discussion:

The Kensington police force has undergone significant changes over the past few years. Several new officers have been recruited with experience in other agencies. It has been noted that the most recent MOU adopted by the KPPCSD lacked many of the provisions commonly found in other agreements.

As authorized by the Board of Directors, negotiations between the KPOA and the former Interim General Manager have been ongoing since March 2022.

Highlights:

The proposed MOU addresses several issues. It has a three-year term commencing July 1, 2022 through June 30, 2025. It promotes a well-educated department and, consistent with other competing departments, provides for additional compensation when officers accept additional responsibilities.

Noting that the officers last received a pay adjustment in 2020, the agreement provides for a 7 ½% pay increase effective July 1, 2022 with a 5% increase in each of the next two years. The agreement also calls for the District to implement an employee assistance program, a standard benefit in most departments.

Financial Impact

Compensation cost increase of approximately \$115,000 during fiscal year 2022-23 which has been included in the approved 2022/23 budget..

MEMORANDUM OF UNDERSTANDING

Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

July 1, 2022 until June 30, 2025

This Memorandum of Understanding is made and entered into on _____, between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California, hereinafter referred to as "The District", and the Kensington Police Officers' Association, hereinafter referred to as "The Association". It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto. Unless otherwise provided herein, the terms of this Memorandum of Understanding are retroactive to July 1, 2022(the "Effective Date"). To the extent that this MOU refers to benefits effective upon ratification of the Tentative Agreement, the parties agree that such benefits were effective July 1, 2022.

ARTICLE I RECOGNITION

The District agrees to recognize the Association as the majority representative of all police personnel excluding the Chief of Police, and agrees to meet and confer with the Association in all matters relating to wages, hours and other terms and conditions of employment.

ARTICLE II RIGHTS

A. **District Rights Include:**

Except as otherwise provided in this Agreement, the rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work, lack of sufficient financial resources, or for other business related reasons as determined in the sole discretion of the District; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its

organization and the technology of performing its work, including contracting of specified services.

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 Include:

1. The Association's right to represent their members before the Board of Directors or advisory boards with regard to wages, hours and working conditions or other matters within the scope of representation.
2. The right to be given reasonable written notice of any proposed ordinance, rule, resolution, regulation or amendment thereto relating to matters within the scope of representation.
3. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and the Department's Rules & Regulations.

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 and 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

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

Effective the first full pay period beginning after January 1, 2020, the employee requirement to pay \$125 per month towards the cost of coverage, regardless of the coverage level selected, shall cease. Effective the first full pay period after January 1, 2020, the employer will pay through a cafeteria plan 90% of the Kaiser Northern California premium at each level of coverage. The cafeteria plan option shall be integrated with the PEMHCA medical plan benefit. The premium shall be adjusted annually on or about January 1 of each year of this contract based on changes in Kaiser rates for that year.

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

Eligible Retirees

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

The District obligation for existing retirees and retirement medical benefit 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. Upon 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 greater retiree contribution. Current employees and existing retirees as of the date of ratification by both parties, 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 personal situation, based upon the flat dollar amount (90% of the Kaiser rate) established in 2020. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

New Employees

New employees, as of the date the Tentative Agreement was ratified, shall receive only the PEMHCA minimum for a retiree health benefit.

B. 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 lieu 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, in accordance with PEMHCA regulations: (1) elect to opt-out of the District’s medical insurance and (2) provide proof of medical insurance coverage from an alternative plan.

C. 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 (B) above, the District will pay the premiums for the eligible employee and his or her eligible dependents.

D. Pension/ Retirement Plan

Classic Member (Definition): “Classic Member” means an employee who first became a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before January 1, 2013, and who did not have a break in service of more than six months before returning to membership in CalPERS with a new employer.

No Change to Classic Members: Three Percent (3%) at Age 50
CalPERS plan. To Include: One Year Final Compensation 01/06/93

1959 Survivor Benefit	09/01/79 Inc. 59 Survivor
Benefit	07/04/80

Pension Cost Sharing under AB 340 (PEPRA), as amended: Per this Memorandum of Understanding;

Effective the first full pay period following ratification of the Tentative Agreement by both parties, Employees shall contribute 6% of pensionable compensation to the employee’s share of pension contributions, and the District shall contribute 3% of the employee’s share.

Effective the first full pay period after July 1, 2020, Employees shall contribute 8% of pensionable compensation to the employee’s share of

pension contributions, and the District shall contribute 1% of the employee's share.

Effective the first full pay period after July 1, 2021, Employees shall contribute the full 9% of pensionable compensation to the employee's share of pension contributions, and the District shall not contribute to the employee's share.

The District shall adopt and file with CalPERS a resolution providing that employee pension contributions will be picked up by the District under section 414(h)(2) of the Internal Revenue Code.

New Member: "New Member" means an employee who first becomes a member of CalPERS on or after January 1, 2013, and who was not a member of another public retirement system that has reciprocity with CalPERS before that date, or, if he or she was a member of CalPERS, or another public retirement system that has reciprocity with CalPERS, before that date, returned to CalPERS membership with a new employer after a break in service of more than a six months.

Pension Plan: CalPERS Option Plan Two; 2.7% at Age 57.

Final compensation for New Members shall be the average of the pensionable compensation earned during the 36-consecutive month period of employment that produces the highest average.

Pension Cost Sharing under AB 340: New Members must contribute 50% of the normal cost of pension benefits, as defined by CalPERS, with no cap in place as for Classic Members. AB 340 (PEPRA), as amended, prohibits the employer from paying this contribution on the employee's behalf (Govt. Code Sect. 7522.30(c)).

E. Life Insurance

The District shall provide an one hundred thousand dollar (\$100,000) term life insurance policy for all sworn personnel. The District shall purchase and pay for the base premium and provide documentation of the purchase to the employee. The employee shall pay any additional costs over the standard base premium.

F. Disability Insurance

The District agrees to provide disability benefits through California Law Enforcement Association (CLEA) "Plan A" or Police Officers Research Association of California (PORAC) "Premier Plus" plan. The District shall increase each members' base pay by the cost of the plan premium.

The employee shall pay the premium for the plan through payroll deduction.

G. Deferred Compensation

The District has established a Deferred Compensation Plan to be made available to all eligible district employees pursuant to 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.

H. Contra Costa County Employees' Federal Credit Union

Optional participation by payroll deduction at no cost to the District.

ARTICLE V SICK LEAVE

A. Accrual

All employees shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee has 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. Requests for medical notes shall not be subject to the grievance procedure.

B. Termination of Sick Leave

If an employee has accumulated and unused sick leave at the time of termination, resignation, or retirement, he or she shall not be eligible for a cash payout for that sick leave time. However, retirement credit for any such accumulated and unused sick leave may be allowed per CalPERS agreement in effect at the time of the employee's retirement or resignation.

C. Family Sick Leave

Employees may utilize up to 60 hours of accrued sick leave per year for illness or injury to members of their immediate family as defined by the California Family Rights Act (CFRA).

233. Additional family sick leave may be granted at the discretion of the Chief of Police.

D. Family Care

The District will adhere to the provisions of the Family Medical Leave Act of 1993

(FMLA), the California Family Rights Act (CFRA), and California Pregnancy Disability Leave (PDL).

E. Sick Leave Sharing Plan for Catastrophic Illness or Injury

The District agrees to establish a ‘Sick Leave Sharing Plan’ to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Sick Leave Sharing Plan (SLSP) will allow each bargaining unit employee to donate up to 10 days of sick leave to affected employees in the unit, so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition. This donated time will be placed in the SLSP and drawn down from the SLSP by the eligible employee.

Eligibility: To be eligible for this benefit, the receiving employee must: (1) be a regular full time employee, (2) have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, (3) have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; (5) conform to the requirements of the Family Medical Leave Act , and (6) not be eligible for workers compensation (4850) benefits.

ARTICLE VI VACATION AND LEAVES OF ABSENCE

A. Eligibility

All personnel shall be eligible to take paid vacation leave at the end of twelve (12) months of continuous service. An employee may request to be allowed to take 52 hours of vacation upon completion of continuous service for six (6) months. Such a request must be made in writing and submitted to the Chief of Police, and may be granted at the Chief’s discretion.

B. Vacation Accrual

Accrued vacation time shall be posted monthly. Employees shall receive a total of 104 hours (13 days) of accrued vacation time upon completion of the first year. Except as modified by Paragraph C, accrued vacation time shall be determined according to the Vacation Accrual Schedule below.

<u>Year(s) of Service</u>	<u>Total Yearly Hourly Accrual</u>	<u>Accrued Hours Per Month</u>
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

A. Use of Vacation:

1. Workweek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31 in the order of their seniority. (Signup sheet to be posted on or around December 15.) Not to include single day vacation requests, employees must sign up for a minimum of one (1) workweek per vacation selection. Employees shall have the option to pass on one or both selections. Vacation period runs from February 1 through January 31.

2. Single Day Vacations - Employees are allowed one single day vacation per shift page. Request must be turned in a minimum of 72 hours prior to the vacation day and are not to be used during the following holidays: Christmas, New Year's Day and Thanksgiving Day. Note: If two (2) or more employees are away, either on vacation, sick or school, single vacation days shall be allowed only if it does not incur overtime or present an undue hardship to the department.

3. Remaining Vacations Days - Upon completion of the initial posting of vacations, employees may sign up for additional vacation time on a first come first serve basis. Additional vacation day requests shall be allowed at the discretion of the Chief of Police. It shall be the policy of the department not to cancel days off during the above-mentioned holidays to allow additional vacation day requests.

4. Vacation Accrual Limit - An employee's maximum for vacation accrual shall be two times their annual accrual but shall not exceed 320 hours. Employees are allowed to cash out up to 100 accrued vacation hours, no more than twice annually, once on December 1st and once on June 1st.
5. Lateral Seniority – Seniority for the purpose of vacation accrual for lateral employees shall be determined based upon overall years of service as a peace officer as described in California Penal Code sections 830.1 and 832.6, or the equivalent legal authority in another state, whether or not with the District. The burden of proof regarding verification of prior employment status shall fall upon the lateral employee.
6. Number of Employees on Vacation - One officer or sergeant allowed off per team, when at full strength, a maximum of two (2) officers or two (2) sergeants may be off on vacation per workday. Department will make every effort to allow assigned vacations when not at full strength. The Chief of Police has the authority to change the number of employees allowed if circumstances warrant it.
7. Vacation at Termination - Employees leaving the district with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued Vacation shall be at the employee's current rate of pay.
8. Effect of Extended Military Leave - An employee who interrupts his or her service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.
9. Sick Leave During Vacation - Vacation leave may be converted to sick leave, subject to the review and approval of the Chief of Police, if an employee is injured or sick during his or her vacation for a period in excess of twenty-four (24) hours.
10. Transfer of Vacation Time to Bereavement Leave - Vacation leave may be converted to bereavement leave, subject to the review and approval of the Chief of Police, if a death or anticipated death in the immediate family of an employee occurs during that employee's vacation period.
11. Leaves of Absence - The Board of Directors has the power to grant leaves of absence with or without pay. The decision is normally

based upon the recommendation of the Chief of Police. The Chief of Police has the authority to grant leaves of absence not to exceed three (3) days.

12. Bereavement/Emergency Leave of Absence

- a. Time off, consisting of 40 hours with pay, may be granted to any employee in the event of the death of a member of the employees' immediate family. One day of death leave for deaths occurring to persons not in the immediate family may also be granted at the discretion of Chief of Police.
- b. In addition to the 40 hours, additional hours may be granted at the discretion of the Chief of Police,
- c. Bereavement leave shall not be charged against either vacation or sick leave accumulation.
- d. The Chief of Police shall be notified as soon as possible of any event requiring an emergency leave of absence.
- e. Definition of Family

For the purpose of bereavement or emergency leaves of absence, family as, used herein shall be construed as being the following relatives of the employee:

Spouse	Brother	Mother-in-law	Step Child
Child	Sister	Father-in-law	Step Sibling
Mother	Grandmother	Sister-in-law	Step Parent
Father	Grandfather	Brother-in-law	Step Grandparent

ARTICLE VII SALARIES

The Board of Directors provides that an employee must be paid a salary within the range established for his or her classification. The District and the Association agree the District will compensate all members of the Association as follows:

Effective the first full pay period after July 1, 2022, Sworn Employee salaries shall increase by 7.5% . Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Sergeant and Officer shall be:

7/1/2022 7.5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$9,288.08	\$9,659.58	\$9,949.37	\$10,347.38	
Police Officer	\$7,279.12	\$7,679.47	\$8,101.85	\$8,547.44	\$9,025.26

Effective the first full pay period after July 1, 2023, Sworn Employees shall receive a salary increase of 5%. Specifically, the monthly base wage rate salary schedule and compensation

7/1/2023 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$9,752.48	\$10,142.56	\$10,446.84	\$10,864.75	
Police Officer	\$7,643.08	\$8,063.44	\$8,506.94	\$8,974.82	\$9,476.52

Effective the first full pay period after July 1, 2024, Sworn Employees shall receive a salary increase of 5%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Sergeant and Officer shall be:

7/1/2024 5%	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Sergeant	\$10,240.11	\$10,649.69	\$10,969.18	\$11,407.99	
Police Officer	\$8,025.23	\$8,466.61	\$8,932.28	\$9,423.56	\$9,950.35

A. Step Increases

1. Classification - Police Officers
 - a. Step One: Minimum hiring rate.

- b. Step Two: Employees shall be eligible for advancement to Step Two upon completion of twelve, (12) months employment, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.
- c. Additional Steps: Employees shall be eligible for advancement to additional steps upon completion of one year at the previous step, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

2. Classification - Sergeants

- a. Step One: Minimum hiring rate,
- b. Steps Two: through Step four: Employees shall be eligible for advancement to the next higher Step upon completion of twelve (12) months employment in grade, affirmation by the Chief of Police that there has been satisfactory growth in the service value of the employee.

B. Hourly Rate of Pay

The hourly rate shall be 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. Working Out of Class

Prior approval must be obtained from the Chief of Police in the event an employee covered by this MOU is temporarily assigned the duties of a higher classification. Effective on the first day of temporary assigned duties in the higher classification, the employee shall be paid one percent (1%) above their current salary step, if the employee works at least one (1) full day. If the temporary assignment to a higher classification lasts more than thirty (30) days and includes the full range and scope of duties of a higher classification, the employee shall be paid five percent (5%) above their current salary step following the first thirty (30) days. The District shall report temporary upgrade pay which lasts more than thirty (30) days to CalPERS in accordance with California Public Employees' Retirement Law.

D. Shift Differential

Shift differential shall be paid at the rate of three percent (3%) above the base rate for employees who work the 'graveyard shift'. The graveyard shift shall be defined as

hours actually worked between the hours of 9 p.m. and 7 a.m.

E. Field Officer Training Pay

Members who serve as Field Training Officers shall be compensated an additional five percent (5%) of base salary for all hours worked as compensation for this assignment.

ARTICLE VIII OVERTIME

A. Overtime Policy - Definition

Overtime work for all employees, except as otherwise provided, shall be defined as any time worked beyond the normal working day or shift, or beyond the normal working week. Time worked in excess of the basic workweek because of changes in days off or shifts shall not be considered overtime. Except as otherwise provided herein, overtime shall commence at the time an employee reaches the place where he or she is directed to report and shall continue until he or she is released or the work is completed, whichever is the earlier. Compensation for overtime shall be at one and a half the current rate of pay.

B. Compensatory Time Policy - Defined

Compensation for overtime hours worked shall be paid at one and one-half times the employee's basic hourly salary every pay period. Compensatory time off at the rate of one and one-half times the number of hours worked may be accrued at the employees' written request in lieu of time and one-half pay.

Compensatory time off may be requested and taken, as long as it does not cause overtime.

Employees shall be allowed to cash in compensation time four specific times per year, and may cash out any amount up to the accrual limit of eighty (80) hours. Employees will be allowed to hold a maximum of one hundred eighty (180) hours on the books. The specific dates are:

July 1, November 1, and March 1, and a fourth date to be mutually agreed upon.

C. Reimbursement for Meals

District agrees to reimburse members of the Association for up to two (2) meals per month at a cost not to exceed ten (10) dollars per meal when they work over twelve

(12) hours during a single shift.

D. Minimum Call-Out Compensation

Employees who are called out to perform unscheduled work shall be compensated for a minimum of four (4) hours work at the time and one-half rate.

E. Non Call-Out Overtime

Non Call-Out overtime, or that overtime which represents a simple extension of, the normal workday, is not subject to any minimum period for pay purposes. Compensation will be based on the nearest one-half hour, to be rounded off; except that overtime worked during the first one-half hour following a normal shift shall be compensated by a minimum of one-half hour overtime.

F. Appearances in Court

Officers directed to appear in court outside of normal shift hours shall receive a minimum of four (4) hours overtime. Court time exceeding the minimum four (4) hours shall be granted on an hour 'by hour basis unless part of normal shift.

G. Call-Out Standby

When any employee is placed on standby by the Police Department or any related department in regards to official police duties, the employee shall receive the minimum of two (2) hours overtime (time and a half).

H. On-Call Pay

Employees assigned to on-call duty shall receive 1% of base salary incentive per on-duty day while on such standby duty. Employees are on standby when they are assigned by the Chief of Police to be available for calls for service while in a non-working status during off-duty hours. Employees assigned to standby duty shall be required to:

- Be ready to respond in a reasonable time to calls for service
Reasonable response time shall be the time required to get ready and then drive at normal speeds to the designated duty location (including the need to first stop at the station if necessary). Employees subject to this provision must be able to arrive at the designated duty location within one (1) hour of notification.
- Be readily available at all hours by telephone, or other communications devices
- Refrain from activities, which employees should reasonably know, might impair the performance of their assigned duties upon call.

ARTICLE IX EDUCATION / LONGEVITY BENEFITS

A. Education Incentive Program

A monthly incentive payment of five percent (5%) of their base salary shall be paid to qualified personnel, who have obtained an Intermediate Post Certificate,

An additional monthly incentive payment of five percent (5%) of base salary shall be paid to qualified personnel who obtain an Advanced POST Certificate, for a total of ten percent (10%) of base salary, effective beginning October 31, 2019.

Members shall receive the following monthly incentive payment as a percentage of their base salary for possession of a college degree from a college or university that has been accredited by an organization that is recognized by the U.S. Department of Education as an accrediting agency (e.g. WASC or Northwest Commission on Colleges and Universities):

- (a) A.A. 1%
- (b) B.A. 2%
- (c) Masters 3%

B. Educational Reimbursement

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of two-thousand dollars (\$2,000.00) per individual per year. The money shall, be used for tuition, books, materials and supplies. Employees shall be working towards a degree, POST Certificate or taking a class that benefits the District, as approved by the General Manager prior to enrollment. The course must be completed with a passing grade and must be conducted on the employee's personal time. Employees are not eligible for the benefits set forth in this Section B until they have completed two years of service with the District as full-time officers and only if they are working full time at the time they seek to utilize these benefits. The Chief, in his sole discretion, will be allowed to grant an exception from this policy.

Employees failing to complete the course or failing to receive a passing grade shall reimburse the District the amount paid in full. Additionally, in the event than an employee voluntarily severs employment within 12 months of receiving educational reimbursement, any educational reimbursement received shall be returned to the District.

C. Training

Training shall be provided as mandated by the State of California, at a minimum.

D. Longevity Pay

Represented employees will receive Longevity Pay of 2.5% of base pay beginning with the 8th year of service with the District and an additional 2.5% (5% total) of base pay beginning with the 12th year of service with the District.

ARTICLE X EMPLOYEE ASSISTANCE PROGRAM

The District shall provide an Employee Assistance Program (EAP) available to all employees in the bargaining unit. Final selection of the plan provider to provide this service shall be made by the District with the input of KPOA.

ARTICLE XI CLOTHING ALLOWANCE /SAFETY EQUIPMENT

A. Installments- Amount

The District shall provide a clothing allowance in the amount of one-thousand two hundred dollars (\$1200.00) per year, to be paid in twenty-four (24) installments of \$50.00.

The district will provide new hires with their initial uniform and equipment.

If and when an Employee leaves the department the Employee shall return their uniform(s) and equipment to the District.

B. Damaged Uniforms

It is the policy of the District to pay for the cost of repairing and/or replacing uniforms that are damaged in the line of duty.

C. Safety Equipment

As soon as practical, the District shall purchase body armor vests for all officers pursuant to Kensington Police Department Policy #1024.3. Once issued, body armor vests are to be worn pursuant to Kensington Police Department Policy #1024.1 through 1024.3.3.

The District also agrees to reimburse members of the Association for safety equipment up to two hundred and fifty dollars (\$250.00) per year each year the officer is employed under this contract. Unused reimbursement funds may be

rolled over by individual officers to the following year for the life of the contract, not to exceed seven hundred fifty dollars (\$750.00). The Chief of Police shall review and approve all purchases of safety equipment for which the officer seeks reimbursement before such items are purchased.

ARTICLE XII HOLIDAY PAY

A. **Holidays**

Employees are paid for the following fourteen (14) Holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas. Employees are not entitled to any extra compensation if they are required to work on these days.

ARTICLE XIII PERSONNEL ACTIONS

A. **Authority**

The information contained in the Kensington Police Department Policy Manual is furnished to acquaint officers with some of the more important personnel policies and practices pertaining to employment with the Kensington Police Department. Although not presented in the form of regulations, each of the subjects covered in subsequent paragraphs has substantive authority in the powers granted to the Board of Directors or 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 his or her 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 Discipline**

Consistent with Kensington Police Department Policy Manual #340.8, discipline shall include suspension, punitive transfer, demotion, and termination.

D. **Discharge**

The Chief of Police may discharge an employee for just cause. Any employee who has been discharged is entitled to receive a written

statement of reasons for such action and shall have ten (10) days in which to respond.

E. Suspension

An employee may be suspended from his or her position by the Chief of Police at any time for a disciplinary purpose, or for other just cause. Suspension without pay cannot exceed thirty (30) days per occurrence.

A Master Sergeant or Sergeant, may for the good of the service, detach an employee from active duty, require that the employee relinquish his or her badge and other official police credentials, and assign the employee to remain at his or her home pending action by the Chief of Police at the earliest practical moment.

F. Demotion

The Chief of Police can demote an employee whose ability to perform required duties falls below standard or for disciplinary purposes. Notice of the demotion must be given the employee no later than two (2) weeks prior to the effective date of demotion.

G. Reduction in Departmental Seniority

The Chief of Police can reduce an employee in departmental seniority with attendant loss of privileges normally determined by such seniority and by such seniority and as outlined elsewhere in this Memorandum.

H. Right of Appeal to Matters Not Involving Discipline

An employee has the right to appeal to the Board of Directors relative to any situation affecting his or her employment status or conditions of employment, except in those cases involving a general plan affecting the department as a whole, pursuant to Kensington Police Department Policy Manual #1006. The decision of the Kensington Police Protection and Community Services District Board is considered final.

I. Right of Appeal to Matters Involving Suspension, Punitive Transfer, Demotion, and Termination

The probationary period for the original appointment of employees shall be for a period of eighteen (18) months. Individual probationary periods may be extended upon decision of the Chief of Police. Consistent with Kensington Police Department

Policy Manual #340.9, during the probationary period, an employee may be terminated or otherwise rejected with or without cause, at any time, without right of appeal.

After the probationary period, any employee challenging discipline shall have the option of choosing between the dispute-resolution provisions of Kensington Police Department Policy Manual #1006, or in addition to the grievance procedure and after it is exhausted, requesting an evidentiary hearing to 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 a Notice of Discipline, submit in writing to the Chief of Police a separate written statement indicating that he or she wishes 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 own presentation, including preparation and post-hearing briefs, if any. The decision of the Kensington Police Protection and Community Services District Board is considered final.

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. The time lines contained in this Article XII Personnel Actions and Policy 1006 may be waived for a specific time period at any step with the mutual agreement of the parties.

J. Probationary Periods

The probationary period for newly hired sworn employees with no previous sworn law enforcement experience shall begin on the date of employment and shall continue for a period of eighteen (18) months. The probationary period for new hires with previous law enforcement experience and who possess a valid P.O.S.T Basic Certificate shall begin on the date of employment and shall continue for a period of twelve (12) months. However, the twelve-month probationary period may be extended up to an additional six months at the discretion of the Police Chief.

ARTICLE XIII ANNUITANTS

The District may utilize annuitants to fill shifts when necessary. Annuitants shall not supplant full- time positions. Prior to service, such annuitants shall: (1) submit a fully executed employment application; and (2) have completed a California POST background check. Full-Time Police Officers shall be given preference over all annuitants for scheduling days off, holidays, leaves, and vacations. All annuitants shall abide by all applicable Department policies and comply with California POST training standards throughout their tenure. Annuitants will be hired at an “at- will” basis and in no event will their employment extend beyond 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 exercised of their rights to engage or not to engage in any activities pursuant to Section 3500, *et seq.*, of the Government Code.

ARTICLE XVI ACCESS TO FILES

The District and all covered Employees shall exercise good faith efforts to secure all confidential material at Public Safety Building. Only authorized individuals may have access to confidential files and records.

ARTICLE XVII SCOPE AND SEVERABILITY

It is mutually agreed that ratification and approval of this Memorandum of Understanding relieves the Association and the District of any and all further obligation to meet and confer pursuant to Section 3500, *et seq.*, of the California Government Code for the period covered by the Memorandum of Understanding. Meet and confer sessions may, however, be reopened during the life of the Memorandum of Understanding by mutual consent of the Association and the District.

The District shall meet and confer to the extent required by law on contracting out, should the District decide to contract out any or all services currently performed by sworn officers.

Nothing in this agreement shall foreclose proposals by either party, and, to the extent within the mandatory scope of bargaining, requests to meet and confer on the following subjects: Reserve Officers/Probationary Period; internal affairs investigations; non-sworn background checks; uniform regulations; vacation/training requests; firearms policy.

In case of material conflict between this Agreement and the approved District policies and procedures, the provisions of the Agreement shall govern.

If any portion of this Memorandum of Understanding is declared null and void by superseding Federal or State Law, 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 XVIII DURATION

This agreement shall be in full force and effect from July 1, 2022, through June 30, 2025:

Kensington Police Protection & Community
Association
Services District Board of Directors

Kensington Police Officers

Sylvia Hacaj
President

Amit Nath
President

Date

Date