



Date: September 14, 2023
To: Board of Directors
From: David Aranda, General Manager
Subject: POA Side Letter Agreement Defining Police Lieutenant Role/Salary Schedule

Recommendation:

Approve the proposed language and salary schedule for inclusion into the current (July 1, 2022 – June 31, 2025) Kensington Police Officers Association Memorandum of Understanding.

Background:

The Police Lieutenant position was approved by the Board of Directors on July 8, 2021, with the understanding that language defining the role of the position along with a competitive salary schedule would be adopted at the next POA contract negotiation on July 1, 2022. This did not happen, and the Police Lieutenant has been working outside of the signed memorandum of understanding for ten months.

Discussion and Analysis:

The Kensington Police Department rank and file includes an executive (Chief), two first line supervisors (Sergeant) and six line-staff (Police Officer). Contemporary Police organizations employ a middle management rank between the Sergeant and Chief of Police. This rank is commonly known as Lieutenant, Commander, or Captain. The title depends largely on the size and needs of an organization and can include multiple positions and a variety of ranks in combination with one another. The most widely used rank in Contra Costa County is that of a Lieutenant. The work of a police lieutenant is that of a middle-management role for law enforcement. The Lieutenant will take directions from the Chief of Police and develop a plan of action for sergeants and front-line officers. Responsibilities include completing Internal Affairs Investigations, reviewing matters of use of force, policy development and overseeing grants. The Lieutenant will select and assign staff, ensuring equal employment opportunity in hiring and promotion, and set work schedules and priority tasks for officers. The Lieutenant is responsible for evaluating sergeants and other staff in performance reviews and identifying development and training needs for the department. On top of these precinct duties, the Lieutenant will work with other law enforcement agencies in the area and act as an ambassador of the police department in meetings, schools, and other community functions. Promotion to this rank demonstrates years of experience as well as an ability for leadership and strong public relations skills.

A salary schedule that is in-line with the current POA salary schedule has been developed for the district which is consistent with Lieutenant pay scales in Contra Costa County. Additional language defining the Lieutenant's hours of work and compensation were also developed to meet the needs of the police department and district operations. (See Attachment)

Fiscal Impact:

None, the proposed salary schedule, and compensation is consistent with the language already in place with the current KPOA MOU.

Attachment:

- Attachment 1: Side Letter Agreement for Kensington Police Lieutenant
- Attachment 2: Bay Area Police Lieutenant Salary Scale 4/23

**SPECIAL DISTRICT OF KENSINGTON AND
THE KENSINGTON POLICE OFFICERS’ ASSOCIATION SIDE LETTER AGREEMENT
RECOGNIZING THE RANK OF POLICE LIEUTENANT**

The Memorandum of Understanding between the Kensington Police Protection and Community Services District and the Kensington Police Officers’ Association effective July 1, 2022, through June 30, 2025, shall include the addition of:

ARTICLE I RECOGNITION Will include the additional language:

The Kensington Police Officers Association recognizes the rank of Police Lieutenant as a non-voting member of the Association. The Lieutenant may continue paying monthly membership dues for the purpose of servicing Legal Defense Fund (LDF) fees and any other benefits programs through regular payroll deductions. The association agrees to service applicable benefits programs for the Lieutenant through the same mechanisms afforded to other members.

The District agrees to meet and confer with the Association on matters related to wages, hours or work, and other terms and conditions of employment for the rank of Police Lieutenant.

The Kensington Police Association agrees to act in good faith on behalf of the Lieutenant and to meet and confer with the District on all matters related to wages, hours and other terms and conditions of employment.

The rank of Police Lieutenant is not an at-will appointment and all applicable POBAR rules and personnel regulations apply to the individual holding that assignment.

(A) USE OF VACATION Will include the additional language:

(6) - Number of Employees on Vacation – The Lieutenant will work with the Chief of Police to sign up for vacation dates and times that do not conflict with each other.

ARTICLE VII SALARIES Will include the additional language:

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 Lieutenants of the Kensington Police Department as follows:

(1) The Lieutenant shall be limited to a maximum of 15% incentive pay. They must meet the criteria defined by each incentive to receive the benefit.

10/01/2023	Step 1	Step 2	Step 3	Step 4	Step 5
Lieutenant	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
7/01/2024	Step 1	Step 2	Step 3	Step 4	Step 5
Lieutenant	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80

A. (2) STEP INCREASES Will include the additional language:

Classification - Sergeants and Lieutenants

C. WORKING OUT OF CLASS Will include the additional language:

The Lieutenant will be eligible for a working out of class incentive only when assigned to the Acting Chief of Police role and it falls under the 15% incentive cap. Acting in the capacity of a lower rank does not qualify for out of class pay.

D. SHIFT DIFFERENTIAL Will include the additional language:

The Lieutenant is eligible for a graveyard shift differential, and it falls under the 15% incentive cap.

E. FIELD TRAINING OFFICER PAY Will include the additional language:

The Lieutenant is eligible for a Field Training Officer incentive when performing those duties, and it falls under the 15% incentive cap.

ARTICLE VIII OVERTIME Will include the additional language:

The Lieutenant is not eligible for overtime and is considered an "Exempt Employee". Time worked more than the basic workweek because of changes in days off, extended shifts, call outs where they respond to work, training, or backfilling shifts, may be flexed by coming in later the following day/week or accumulated in "flex hours account" to be used later. The Lieutenant is responsible for submitting requests for Flex hours to the Chief of Police for approval through the District's timekeeping module. Flex hours will be capped at 100 hours and these hours may not be substituted for conversion to a vacation account without the approval of the Chief of Police. Hours worked more than the basic workweek will be transferred into the Flex account using the hour-for-hour (straight time) formula and not the overtime rate. Hours should not be carried over year to year and are not eligible for a cash payout.

ARTICLE IX EDUCATION / LONGEVITY BENEFITS Will include the additional language:

The Lieutenant is eligible for Education /Longevity Benefits consistent with the language defined in the current KPOA MOU and they all fall under the 15% incentive cap.

The Lieutenant is eligible to receive a monthly incentive payment of five percent (5%) of base salary upon obtaining a POST Supervisory Certificate and this falls under the 15% incentive cap.

The Lieutenant is eligible to receive a monthly incentive payment of five percent (5%) of base salary upon graduating from a POST Management School and this falls under the 15% incentive cap.

The Lieutenant is not eligible to receive a monthly incentive payment for any other POST certificates or schools (Basic/Intermediate/Advanced).

All other provisions of the Memorandum of Understanding between the Kensington Police Protection and Community Services District and the Kensington Police Officers Association shall remain in effect unless specifically modified or amended.

The parties hereto have caused this Side Letter Agreement to be executed this 1st day of October 2023. This will be effective on this day and there shall be no retroactive pay or benefits associated with this agreement.

KENSINGTON POLICE OFFICERS'
ASSOCIATION

KENSINGTON POLICE PROTECTION
AND COMMUNITY SERVICES
DISTRICT

By: Jose Fajardo, Police Association
President / Date

By: David Aranda General Manager / Date

Bay Area Police Lieutenant Salary Scale 4/23

	Step 1	Step 2	Step 3	Step 4	Step 5
Kensington Police Lieutenant	\$10,106	\$10,510	\$10,930	\$11,368	\$11,822
Pinole Police Lieutenant	\$12,771	\$15,529			
El Cerrito Police Lieutenant	\$12,382	\$15,478	\$19,347		
Martinez Police Lieutenant	\$11,392	\$13,225			
San Pablo Police Lieutenant	\$14,301	\$15,016	\$15,767	\$16,555	\$17,383
Albany Police Lieutenant	\$11,958	\$12,556	\$13,184	\$13,843	\$14,535
				\$ 15,262	\$16,025

CURRENT (2021) SALARY SCHEDULE

Kensington Police Protection & Community Services District					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
	Monthly	Monthly	Monthly	Monthly	Monthly
Police Lieutenant	\$ 10,106.25	\$ 10,510.50	\$ 10,930.92	\$ 11,368.16	\$ 11,822.88
Incentives	AA Degree or Intermediate POST Certificate is 5% per month				
	BA Degree or Advanced POST Certificate in addition is 5% per month				

Recommended October 1, 2023					
Kensington Police Protection & Community Services District Lieutenant Salary Schedule					
Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Salary	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
Incentives	Education: Same as POA				
CAP 15%	POST Certificates: Management Cert 5% & Supervisor Cert 5%				
No Overtime	Longevity: Same as POA (2.5 x 2 = 5%)				
	Incentive limited to 15%				

July 1, 2024 (5% increase with POA)

Kensington Police Protection & Community Services District Lieutenant Salary Schedule

Steps	Step 1	Step 2	Step 3	Step 4	Step 5
Salary	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80
Incentives	Education: Same as POA No Compound				
CAP 15%	POST Certificates: Management Cert 5% & Supervisor Cert 5%				
No Overtime	Longevity: Same as POA (2.5 x 2 = 5%)				
	Incentive limited to 15%				

Sergeant/Lieutenant Comparison

7/1/2023	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	\$9,752.48	\$10,142.56	\$10,446.84	\$10,864.75	\$11,299.32
Lieutenant	\$11,407.00	\$11,862.00	\$12,337.00	\$12,831.00	\$13,344.00
7/1/2024	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	\$10,240.11	\$10,649.69	\$10,969.18	\$11,407.99	\$11,864.31
Lieutenant	\$12,262.52	\$12,751.65	\$13,262.27	\$13,793.32	\$14,344.80

➤ If Sergeants Average 10 hrs./week overtime. Approx \$50,000 per year.