

MEMORANDUM OF UNDERSTANDING

Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

October 31, 2019 until July 30, 2021

This Memorandum of Understanding is made and entered into on April 14, 2016, 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 October 31, 2019 (the "Effective Date"). This is based upon the Board's prior ratification of the Tentative Agreement with The Association on December 12, 2019. To the extent that this MOU refers to benefits effective upon ratification of the Tentative Agreement, the parties agree that such benefits were effective December 12, 2019.

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. 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. The District will pay the premiums for the eligible employee and his or her eligible dependents.

C. 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)).

D. 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.

E. 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.

F. 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.

G. 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 California Labor Code

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

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 |

C. Use of Vacation:

- 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 - Employees shall be allowed up accrue up to 240 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 240 hours through the use of vacation leave. Current employees may retain any vacation accrued as of the date of ratification of this contract by the Association and the District without having such accrual counted as part of the 240 hour accrual limit. The Chief of Police may approve vacation carryovers in excess of the 240 hour accrual limit due to staffing shortages and other operational needs of the District. Such excess carryovers shall only be permitted for a one year period.
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, corporal or sergeant allowed off per team, when at full strength, a maximum of two (2) officers or two (2) corporals 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 |

DS
WAL

DS
KB

DS
CD

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 October 21, 2019, sworn employee salaries shall increase by 8%. In lieu of retroactive payments to the effective date of this agreement, Employees shall receive a one-time non pensionable lump sum payment in the amount of two thousand five hundred dollars (\$2500). Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Captain, Master Sergeant, Sergeant, Corporal, and Officer shall be:

| 11/1/2020 8% | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Captain | \$ 11,182.70 | \$ - | \$ - | \$ - | \$ - |
| Master Sergeant | \$ 9,255.25 | \$ 9,532.92 | \$ - | \$ - | \$ - |
| Sergeant | \$ 8,065.79 | \$ 8,388.40 | \$ 8,640.06 | \$ 8,985.69 | \$ - |
| Corporal | \$ 7,994.32 | \$ - | \$ - | \$ - | \$ - |
| Police Officer | \$ 6,321.20 | \$ 6,668.87 | \$ 7,035.66 | \$ 7,422.62 | \$ 7,837.56 |

Effective the first full pay period after July 1, 2020, Sworn Employees shall receive a salary increase of 4.0%. Specifically, the monthly base wage rate salary schedule and compensation

| 7/1/2020 4% | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Captain | \$ 11,630.01 | \$ - | \$ - | \$ - | \$ - |
| Master Sergeant | \$ 9,625.46 | \$ 9,914.22 | \$ - | \$ - | \$ - |
| Sergeant | \$ 8,388.42 | \$ 8,723.94 | \$ 8,985.66 | \$ 9,345.12 | \$ - |
| Corporal | \$ 8,314.09 | \$ - | \$ - | \$ - | \$ - |
| Police Officer | \$ 6,574.05 | \$ 6,935.62 | \$ 7,317.09 | \$ 7,719.52 | \$ 8,151.06 |

Effective the first full pay period after July 1, 2021, Sworn Employees shall receive a salary increase of 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Captain, Master Sergeant, Sergeant, Corporal, and Officer shall be:

| 7/1/2021 3% | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|--------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Captain | \$ 11,978.91 | \$ - | \$ - | \$ - | \$ - |
| Master Sergeant | \$ 9,914.22 | \$ 10,211.65 | \$ - | \$ - | \$ - |
| Sergeant | \$ 8,640.07 | \$ 8,985.66 | \$ 9,255.23 | \$ 9,625.47 | \$ - |
| Corporal | \$ 8,563.51 | \$ - | \$ - | \$ - | \$ - |
| Police Officer | \$ 6,771.27 | \$ 7,143.69 | \$ 7,536.60 | \$ 7,951.11 | \$ 8,395.59 |



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.

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).

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.

B. Tuition Refund Plan

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of five hundred dollars (\$500.00) 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 and must complete the course with a passing grade. 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.

C. Training

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

D. Longevity Incentive Benefit

The District agrees to provide Longevity Incentive to each member of the Association. There will be an annual bonus of one hundred dollars (\$100.00) for each year of service with the District, beginning with the 10th year of service, to be paid every year at the end of the first pay period in December.

ARTICLE X CLOTHING ALLOWANCE./SAFETY EQUIPMENT

A. Installments – Amount

The District shall provide a clothing allowance in the amount of one thousand dollars (\$1000.00) per year, to be paid in twenty-four (24) installments of \$41.66.

Employess hired on or after January 1, 2019 shall be entitled to receive a one-time payment of one thousand dollars (\$1,000) which shall be used for the Employee’s initial purchase of their uniform and equipment. If the new Employee leaves voluntarily within six months of their initial hire date, Employee shall reimburse the District the one-thousand dollar (\$1,000) one-time payment.

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 XI 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 XII 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.

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 XV 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 XVI 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 XVI DURATION


This agreement shall be in full force and effect from October 31, 2019, through July 30, 2021.


Kensington Police Protection &
Community Services District
Board of Directors

Kensington Police Officers
Association Representatives

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Chris Deppe, Board President
7/13/2020

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Keith Barrow, KPOA President
7/10/2020

DocuSigned by:

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By William Lindsay
General Manager
7/10/2020