

FIRST EXTENSION AGREEMENT

The Memorandum of Understanding between the Kensington Police Protection and Community Services District, Contra Costa County, Kensington, California (hereinafter, "District") and the Kensington Police Officers' Association (hereinafter, "Association") for the duration of July 1, 2014 through December 31, 2017 is attached hereto as Exhibit A (hereinafter "MOU").

The District and the Association hereby agree that the MOU, incorporated herein by reference, is extended and modified as set forth below.

1. TERM

The term of the Agreement shall be extended between July 1, 2014 through December 31, 2018, subject only to the changes set forth below. Unless addressed in this Agreement, all terms set forth in the MOU shall remain unaltered and in effect until December 31, 2018.

2. PENSION

Article IV, subsection (C) of the MOU is amended as follows, with respect only to Classic Members.

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 January 1, 2018, the District will pay 4.0% of each Classic Member's employee contribution and the employee will pay 5.0%.

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.

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3. SALARIES

Article VII of the MOU is amended as follows.

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 pay period after January 1, 2018, salaries will be increased 3.0%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer shall be:

	Step 1	Step 2	Step 3	Step 4	Step 5
Master Sergeant	<u>\$ 8569.68</u>	<u>\$ 8,826.76</u>	_____	_____	_____
Sergeant	<u>\$ 7,468.32</u>	<u>\$ 7,767.04</u>	<u>\$ 8,000.06</u>	<u>\$ 8,320.08</u>	_____
Corporal	<u>\$ 7,402.15</u>	_____	_____	_____	_____
Officer	<u>\$ 5,852.96</u>	<u>\$ 6,174.88</u>	<u>\$ 6,514.50</u>	<u>\$ 6,872.80</u>	<u>\$ 7,257.00</u>

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4. PERSONNEL ACTIONS

Article XII, subsection (I) of the MOU is amended as follows.

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 a suspension, punitive transfer, demotion, or termination 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 by an Administrative Law Judge (ALJ) from the state Office of Administrative Hearings (OAH). The ALJ shall conduct the hearing in accordance with the procedure set forth in **ATTACHMENT 1**.

Either party, or both, may seek Board review of the ALJ decision by submitting a request in writing to the District General Manager within twenty (20) days of the date of notice of the ALJ's decision. The request(s) for review shall identify with specificity all perceived deficiencies in the proposed findings of fact, conclusions of law, and/or remedial order, and shall be served on the other party. Any response to the request for review shall be made within 20 days of service of the request. A party seeking an extension of either due date is entitled to a further 20-day extension as a matter of right.

If a timely request for review is filed, the Board shall review the ALJ decision and thereafter issue a decision affirming, reversing or modifying the decision of the ALJ. A decision of the Board is subject to judicial review pursuant to section 1094.5 of the Code of Civil Procedure.

If no timely appeal is filed, the ALJ decision shall be final and shall not be subject to Board or judicial review.

The decision of the ALJ shall be final administratively, subject to judicial review.

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Each party shall bear the cost of its own presentation.

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.

5. DURATION

Article XV of the MOU is amended as follows.

This agreement shall be in full force and effect from the July 1, 2014 through December 31, 2018.

Agreed and accepted this 8 day of June 2018.

SIGNATORIES



Anthony Constantouros
General Manager

Kensington Police Protection and
Community Services District



Keith Barrow
President

Kensington Police Officers Association

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ATTACHMENT I HEARING PROCEDURE

The following sets forth the hearing procedure for Personnel Actions as described in Article XII, subsection I (Right of Appeal to Matters Involving Suspension, Punitive Transfer, Demotion, and Termination).

1. The Administrative Procedures Act (Government Code section 11500 et seq.) shall not apply.
2. The parties will treat all documents and transcripts in this matter as confidential. The record at the Office of Administrative Hearings shall be sealed.
3. The employer bears the burden of proof. Each party has a right to present argument, call and cross-examine witnesses, and submit exhibits.
4. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. The ALJ has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time or create substantial danger of undue prejudice or confusing the issues.
5. The parties may file post-hearing briefs.
6. After the record closes, the ALJ shall issue a proposed decision containing findings of facts, conclusions of law, and any remedial order.