

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

DECEMBER 11, 2014 AGENDA

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, December 11, 2014, at 6:00 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California. The Board will commence its monthly Regular Meeting in open session at **7:30 P.M.** If further Closed Door Session is required, the Board will return to Closed Door Session following the end of the Regular Meeting.

Roll Call
Public Comments

1. General Manager/ Chief of Police Greg Harman will administer the oath of office to newly elected board members, Alan "Len" Welsh, Vanessa Cordova, and Rachelle Sherris-Watt, prior to the Board entering into Closed Session. A second ceremonial oath will be administered at the start of the Open Session.

SPECIAL MEETING; CLOSED SESSION 6:00 P.M.

1. Conference with Legal Counsel- Existing Litigation (Government Code Section 54956.9(a))
Leonard Schwartzburd v. Kensington Police Protection and Community Services District (Case Number N12-1625).
2. Conference with Labor Negotiators (Government Code Section 54957.6)
Agency Representatives: Patricia Gillette and Chuck Toombs
Employee Organization: Kensington Police Officers Association
3. Pursuant to California Government Code Section 54957b:
 - a. The Board will enter into closed session to discuss the General Manager/ Chief of Police performance review pursuant to California Government Code Section 54957b.
 - b. The Board will discuss the possible contract extension and terms of the extension of the General Manager/ Chief of Police.
 - c. The General Manager/ Chief of Police will discuss personnel appointment, employment, and evaluation of performance of District personnel.

REGULAR MEETING; OPEN SESSION 7:30 P.M.

The Board will return to Open Session at approximately 7:25 PM and report out on the Closed Door Session.

A Regular Meeting of the Board of Directors of the Kensington Police Protection and Community Services District will be held **Thursday, November 13, 2014, at 7:30 P.M.**, at the Community Center, 59 Arlington Avenue, Kensington, California.

Note: All proceedings of the open session meeting will be videotaped.

1. General Manager/ Chief of Police Greg Harman will administer the ceremonial oath of office to newly elected board members, Alan "Len" Welsh, Vanessa Cordova, and Rachelle Sherris-Watt, prior to the seating of the new Board.
2. Board President Len Welsh will report out on the Closed Session meeting.

Roll Call
Public Comments
Board Member/ Staff Comments

APPROVAL OF CONSENT CALENDAR

- a) Minutes of the Special & Regular Meeting November 13, 2014, Page 3
- b) Unaudited Profit & Loss Report for November 2014, Page 14
- c) Park Revenue & Expense Report for November 2014, Page 19
- d) Board member Reports- None This Month
- e) Police Report October 2014, Page 26
- f) Training/ Reimbursement Report- None This Month
- g) Correspondence in November, Page 38
- h) Recreational Report for November 2014, Page 47
- i) Monthly Calendar, Page 48
- j) General Manager's November Report, Page 50

DISTRICT - NEW BUSINESS

1. Directors Chuck Toombs & Pat Gillette will present the proposed contract between the District and the Kensington Police Officer's Association. Possible Board Action. Page 58
2. Per KPPCSD Board Policy #5010.60, the Board will elect a President and Vice-President for calendar year 2015. Per KPPCSD Board Policy 4060.1, the Board President shall appoint and publicly announce the members of the standing committees and Board Coordinators for calendar year 2015 no later than the Board's Regular meeting in January. Board Action.

(If needed, the Board will return to Closed Session following the end of the Regular Open Session meeting.)

ADJOURNMENT

General Information

Accessible Public Meetings

NOTE: UPON REQUEST THE KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT WILL PROVIDE WRITTEN AGENDA MATERIALS IN APPROPRIATE ALTERNATIVE FORMATS, OR DISABILITY-RELATED MODIFICATION OR DISABILITIES TO PARTICIPATE IN PUBLIC MEETINGS. PLEASE SEND A WRITTEN REQUEST, INCLUDING YOUR NAME, MAILING ADDRESS, PHONE NUMBER AND A BRIEF DESCRIPTION OF THE REQUESTED MATERIALS AND PREFERRED ALTERNATIVE FORMAT OR AUXILIARY AID OR SERVICE AT LEAST 2 DAYS BEFORE THE MEETING. REQUESTS SHOULD BE SENT TO:

General Manager/ Chief of Police Greg Harman, Kensington Police Protection & Community Services District, 217 Arlington Ave, Kensington, CA 94707

POSTED: Public Safety Building-Colusa Food-Library-Arlington Kiosk- and at www.kensingtoncalifornia.org
Complete agenda packets are available at the Public Safety Building and the Library.

All public records that relate to an open session item of a meeting of the Kensington Police Protection & Community Services District that are distributed to a majority of the Board less than 72 hours before the meeting, excluding records that are exempt from disclosure pursuant to the California Public Records Act, will be available for inspection at the **District offices, 217 Arlington Ave, Kensington, CA 94707** at the same time that those records are distributed or made available to a majority of the Board.

Meeting Minutes for 11/13/14

A Special Meeting (Closed Session) of the Board of Directors of the Kensington Police Protection and Community Services District was held Thursday, November 13, 2014, at 6:00 P.M., at the Community Center, 59 Arlington Avenue, Kensington, California. The Regular Meeting of the Board of Directors (BOD) of the Kensington Police Protection and Community Services District (KPPCSD) followed.

ATTENDEES

<u>Elected Members</u>	<u>Speakers/Presenters</u>
Len Welsh, President	Tracy Swanborn, HF&H
Linda Lipscomb, Vice President	Haig Harris, Atty. for Bay View Refuse
Chuck Toombs, Director	Celia Concus
Pat Gillette, Director	Dan O'Brien
Tony Lloyd, Director	Jim Watt
	Rick Ardis
<u>Staff Members</u>	Karl Kruger
GM/COP Gregory Harman	Simon Brafman
Sgt. Hui (on duty)	Nick Day
Lynn Wolter, District Administrator	Paula Black
Sgt. Barrow (own time)	Gail Feldman
	Mabry Benson
<u>Press</u>	Andrew Reed
Joel Koosed, Outlook	Gloria Morrison
	Steve Bates
	Leonard Schwartzburd
	Peter Liddell

Board President Welsh called the meeting to order at 6:10 PM and took roll call. President Welsh, Vice President Lipscomb, Director Gillette, Director Toombs, Director Lloyd, General Manager/Chief of Police Harman, and District Administrator Wolter were present.

PUBLIC COMMENTS

None

CLOSED SESSION

The Board entered into Closed Session at 6:11 P.M. to:

1. Confer with Legal Counsel – Existing Litigation (Government Code Section 54956.9(a))
Leonard Schwartzburd v. Kensington Police Protection and Community Services
District (Case Number N12-1625).

1. Confer with Labor Negotiators (Government Code Section 54957.6)
 - a. Agency Representatives: Patricia Gillette and Chuck Toombs
 - b. Employee Organization: Kensington Police Officers Association

2. Pursuant to California Government Code Section 54957b;
 - a. Discuss the General Manager/Chief of Police performance review pursuant to California Government Code Section 54957b.
 - b. Discuss the possible contract extension and terms of the extension of the General Manager/Chief of Police.
 - c. The General Manager/Chief of Police will discuss personnel appointment, employment, and evaluation of performance of District personnel.

OPEN SESSION

The Board returned to Open Session at 7:32 P.M.

President Welsh took roll call. President Welsh, Vice President Lipscomb, Director Toombs, Director Gillette, and Director Lloyd were present.

President Welsh reported that the Board:

- Item 1. Met with Legal Counsel about the Schwartburd et al vs. Kensington Police Protection and Community Services District lawsuit and gave guidance to the District's attorney and instructed him on how to take further action on the matter.
 - Item 2. Met with the Labor Negotiators and took no action.
 - Item 3. Had a discussion about a potential contract for the Chief of Police but took no action.
- Other items: took no action.

PUBLIC COMMENTS

Karl Kruger said he appreciated the candidates' having picked up all their signs the day after the election. He noted that this was Director Lipscomb's last meeting and said he appreciated what she had done. With respect to the contract, he asked if any officer would be leaving and asked if the proposed agreement would be going to the Finance Committee. Director Toombs replied that there would be two readings of the contract, with the intention of Board voting on it at the next meeting. He said that the proposal could not have been presented to the Finance Committee prior to the first reading because it had been in draft form. President Welsh responded that the Finance Committee could review it. Mr. Kruger said this should occur because compensation was almost 90% of total expenses.

Andrew Reed thanked retiring Directors Lipscomb and Lloyd and said he was impressed by the time and effort they had put forth.

Peter Liddell reported that the fuel reduction work hours for the winter season would be 2:00 – 4:00 PM on Thursdays. He thanked Directors Lloyd and Lipscomb for supporting the Kensington Public Safety Counsel.

BOARD MEMBER COMMENTS

In appreciation of their service, President Welsh presented plaques to retiring Directors Lipscomb and Lloyd. He said he had learned a lot from them and that they had put in many long hours in service to the community. Directors Lipscomb and Lloyd received a standing ovation.

Director Lipscomb thanked the other Directors for their support and thanked the community for making the work worthwhile. She said she was deeply grateful.

Director Lloyd said it had been an interesting and challenging four years. He thanked his colleagues and GM/COP Harman.

Vice President Lipscomb also thanked GM/COP Harman.

Director Toombs thanked Directors Lloyd and Lipscomb for all their hard work.

Director Gillette said she wished that more people paid the same kind of attention all the time as they did during election cycles and said she would like to see big turnouts at every meeting. She said Directors Lloyd and Lipscomb had been invaluable – Director Lloyd for his business experience and leadership and Director Lipscomb for her intelligence. She noted that Director Lipscomb did excellent research that made decisions possible. Director Gillette concluded by saying she hoped that the civility that had been brought to the Board during the prior two years would continue with the new Board, and she thanked Directors Lipscomb and Lloyd.

President Welsh said he, too, hoped the new Board would work with civility.

STAFF COMMENTS

District Administrator Wolter reported that the new website was up and running and that staff was becoming adept at posting documents. She also reported that, as part of the introduction of the new website, the District's internet service had been upgraded to facilitate video postings and to enable the District to send larger files by email.

GM/COP Harman said he was grateful for Director Lloyd's and Director Lipscomb's friendship during the prior four years.

CONSENT CALENDAR

Karl Kruger asked that Item (d) be pulled in order to discuss accounts 594, 530, 564, 830, and 840. He noted that, for the month of October, the variances for the first three accounts were negative and were positive for the other two accounts. He questioned why there were such large variances as compared to the budget. GM/COP Harman responded that the Profit and Loss Statement was structured such that the first column showed amounts spent in the month just ended.

- For Account 530 (Workers' Compensation), GM/COP Harman said there had been no expense during the month just ended, but there had been expenses earlier in the year, which were shown in the third, year-to-date, column. He said the fourth column was the amount set for the fiscal year's budget. District Administrator Wolter added that workers' compensation premiums were paid periodically. She said she would research the specific year-to-date expenses and report back at the next Board meeting.
- For Account 564 (Communications), GM/COP Harman responded that the current month showed no expense because the City of Richmond hadn't yet sent the bill. He added that Richmond tended to be about three months late with its billing.
- For Account 594 (Community Policing), GM/COP Harman said the amount spent, year-to-date, exceeded the budgeted amount because the Board had approved the expenditure of \$7,500 for a new District website after it had approved the Fiscal Year 2014-15 Budget. He added that this additional expenditure would cause this account to be over-budget for the rest of the fiscal year.
- For Account 830 (Legal), GM/COP Harman responded that the District hadn't received an invoice during October but that an invoice had just been received and processed for payment in the upcoming check run. He said he had included an explanation for this variance in his General Manager's Report contained in the Board packet.

- For Account 840 (Accounting), GM/COP responded that the accountant was late in submitting her invoice and that this expense would be reflected in the next month's report.

MOTION: Vice President Lipscomb moved, and President Welsh seconded, to adopt the Consent Calendar.

Motion passed 5 to 0.

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

DISTRICT NEW BUSINESS

1. Board President Len Welsh presented, for Board discussion, a draft of the proposed contract between the District and Bay View Refuse & Recycling for services following the expiration of the current Bay View contract in August 2015.

President Welsh provided a background summary on the agreement. He noted that there were some members of the community who liked Bay View and that there were others who didn't want the relationship to continue. He said that going out for bids could be a "wild card" because Kensington's a small community with very little commercial base and because it's hilly, which would make mechanized truck service difficult. He noted that Kensington also wanted to continue its backyard service. He reported that consultants HF&H had analyzed the proposed rates and had determined that they were competitive, citing that HF&H had performed a rate review just one year earlier. He said that the proposed contract had been made available to the community for review once the District's legal counsel had reviewed it. President Welsh concluded by thanking Lewis Figone, Greg Christie and Haig Harris and by saying that he thought it was a good deal and that Vice President Lipscomb and GM/COP Harman had been important members of the team.

Director Gillette said that President Welsh and Vice President Lipscomb had been selected to negotiate the agreement because President Welsh had the idea and because Vice President Lipscomb had been the skeptic. She noted that the community had made it clear that it didn't want to part ways with Bay View Refuse, even though the community would give up something by not going out for an RFP. She said the Board had spent four meetings discussing the issue and the contract had been available for public review for two weeks.

Director Lloyd said that, at first, he was of the opinion that pursuing a single source negotiation was not a good idea because it broke just about every rule – that normally an RFP process would be followed. He noted that, among the important ingredients of the negotiations were that all parties wanted a deal and that the District had spent the community's money wisely. He concluded by saying that the Board had an opportunity to move forward with an agreement that would replace the expiring contract and by thanking President Welsh, Vice President Lipscomb, and GM/COP Harman for leading the effort.

President Welsh solicited public comments.

Jim Watt said he wanted to recognize the newly elected Board members; his daughter-in-law, Rachelle Sherris-Watt, and Vanessa Cordova. Of the proposed agreement, he said that he liked Bay View Refuse's workers and that he favored pursuing an agreement but that he had concerns about the way it had been written. Among his concerns were: the high profits Bay View would earn; the lack of food scraps recycling; the absence of good economic incentives for people to reduce waste; the CPI increase range of 3% to 5%, in light of the fact that CPI increases would likely be less than 3% in the coming few years; the franchise fee paid to the District would be increased from 2% to 4% because he thought 2% would be adequate; and the assignment and default clauses.

Vice President Lipscomb addressed Mr. Watt's concerns regarding assignment and about default. She said

the language regarding these issues was clear and thorough and that it offered good protection for the District.

President Welsh noted that almost every point Mr. Watt raised had been addressed during the prior three Board meetings and that Mr. Watt had not been present at those meetings.

HF&H Consultant Tracy Swanborn said she appreciated the time and effort Mr. Watt invested in his research. She said that the solid waste industry was complex, that she had been in the business for 25 years, and that she brought a lot of experience to the Kensington contract. She said the District had a good contract on the table. She said the industry-standard profit calculation, based on an operating ratio, determined that Bay View's profit would be 12% and that this was within the range of normal. She said that she had addressed rate benchmarks two meetings earlier and that the District could negotiate a change to the scope of service to include food scraps but that such a change likely would double green waste charges. She noted that, with respect to AB939's 50% waste reduction requirement, Kensington reported as part of the County and that economic incentives to reduce would exist because the rates for 64 and 96-gallon cans were two and three times higher than those for a 32-gallon can. She also noted that the proposed simplified rate adjustment process would be an improvement over the costly rate review process of the existing contract. With respect to the proposed 3% to 5% annual CPI increases, Ms. Swanborn said that Bay View operated with Teamster's Local 315 drivers, and the wage rates were defined over the term of the next eight years, with annual increases of 3% for labor costs, 3% for pension costs, and 8% for health and benefits costs. She noted that, historically, labor costs represent 40% of total costs and that when these labor costs were factored in, a total 3% increase would reflect the increased labor costs the company would incur. Ms. Swanborn also said that the 2% increase in the franchise fee would generate approximately \$20 - \$24K additional revenue, which could be used for public solid waste education and for a future RFP.

President Welsh said that the proposed 7% franchise fee was lower than that of many other agencies. Ms. Swanborn responded that the average rate was 10%, with some agencies' rates significantly higher.

Steve Bates said that he agreed with comments made by Ms. Swanborn and that he thought the proposal was decent.

Rick Ardis thanked Mr. Watt for his letter and said that the information it contained made him look at the math. He thanked Ms. Swanborn and said the contract was sensible. He said that he was a chemist and that, as such, he was a numbers person. He noted that the proposed CPI range increases would equal about \$1.00 per year and concluded by saying the job had been well done.

Simon Braufman said he was concerned about the franchise fee increase and said he would like the Board to think creatively about how to use the money.

Haig Harris said he was happy with the agreement and reiterated that a lot of hard work had gone into it. He said that, if Kensington didn't have Lewis Figone, it likely wouldn't have gotten another vendor. He said one of the positive elements of the agreement was that there would be no more rate reviews, which would save approximately \$25 - \$30K per year. Mr. Harris said he was a trial lawyer and that he didn't see litigation in the future with the proposed contract. He said Mr. Figone liked the community and that he hoped the Board would approve the agreement.

Dan O'Brien said the process had been excellent and the contract seemed fine.

Leonard Schwartzburd said he was glad there was a deal.

Director Toombs asked if a Proposition 218 Hearing would be needed. Mr. Harris said Bay View Refuse wouldn't object to a hearing. GM/COP Harman said he had spoken with legal counsel and that it wasn't clear whether a hearing would be needed; there likely would not need to be one for the contract itself, but there might need to be one at the end of the first year. GM/COP Harman said he would report on this at the Board's next meeting.

Director Gillette thanked Mr. Watt for his comments and his work but said she was disappointed by the lateness of them. Mr. Watt responded that the proposed contract had been made available to the public just two weeks earlier.

**MOTION: Director Gillette moved, and President Welsh seconded, that the Board adopt the contract was was part of tonight's packet.
Motion passed 5 to 0.**

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

2. Directors Chuck Toombs and Pat Gillette presented the draft of the proposed contract between the District and the Kensington Police Officers Association.

Director Gillette said that she and Director Toombs had been the negotiators for the District, and that she was a labor lawyer, and that Director Toombs was a business attorney. She reported that the Board was obligated to enter into negotiations and that the law required the District's negotiators to bargain in good faith. She said she and Director Toombs had taken direction from the Board, and the officers had taken direction from the Kensington Police Officers Association (KPOA). She reported that negotiations had begun in May 2014 in anticipation of the contract's expiration on June 30, 2014.

Director Gillette reported that the Board's goals and restrictions had been:

- Keep Kensington's local police department.
- Pay officers fair and competitive salaries at the median of those paid in similar communities.
- Provide competitive terms and benefits to ensure that the department continued to attract and keep high caliber officers.
- Budget restrictions.
- Future burdens on the community
- How officers contribute towards health benefits and vesting in retiree health benefits.
- Phasing out Employer Paid Member Contributions.
- Appropriate salary increases.
- Clarify language

Director Gillette reported there were incredible legal limitations with respect to benefits and many heated discussions with Corporal Stegman and Sergeant Barrow, who had negotiated on behalf of the KPOA. She said the Board had had to make difficult decisions.

Director Toombs reported that a year ago the officers had received a 3% pay increase, but prior to that, the officers hadn't had a pay increase since their contract expired in June 2010. Director Toombs reviewed the financial terms of the proposed new agreement.

- The proposed pay increase would be combined with a phased reduction in the portion of the member contributions paid by the District to PERS for classic members – those who were hired prior to January 1, 2013 and have a 3% at 50 retirement benefit.
 - In the first year, the officers would receive a 3.75% increase, with 3% being paid by the officers to CalPERS, for a net salary increase of 0.75%.
 - The terms of the second year would repeat those of the first year.
 - In the third year, the officers would receive a salary 4.25% pay increase but would pay an additional 3% to CalPERS, for a net pay increase of 1.25%.
 - In year four, the officers would receive a 4.25% pay increase and would be required to contribute 50% of the normal cost rate of the pension benefit – up to 12% of reportable compensation.

Director Toombs summarized:

- The financial terms would go into effect in January 2015, once the District filed the necessary enabling resolutions with CalPERS.

- Over the four years of the agreement, the officers would receive a gross pay increase of 16% but would be required to contribute an estimated 12% of pay as member contributions to CalPERS, including all 9% of the officers' portion.
- The net cost to the District over the four-year term would be an estimated \$233,000.
- Over the same four-year period, the officers would be contributing an estimated \$282,000 toward their pension costs.

Director Gillette clarified that, in the past, the District had been paying 100% of the officers pension costs and that, under the proposed contract, the officers would, over four years, gradually increase their contribution to equal 12% of this cost, which would be required by law at that time.

Director Toombs continued his summary of the proposed terms.

- He clarified that, for officers who would become new members of PERS after January 1, 2013, the same pay increases would apply, but they would have their pension benefits determined by PEPR. They would have a 2.7% at 57 retirement, based on the three-year highest average pay and member contributions equal to 50% of the normal cost of pension benefits, with no cap.
- The Board determined that it was not advisable to try to change existing health benefits because doing so could bring legal challenges and could cause the District to have to withdraw from the Public Employees' Medical and Hospital Care Act benefits plan, which could prove costly and complex.
- Under the proposed contract, employees hired after the date of the contract would be required to work for the District for five years before qualifying for any District contribution to retiree health benefits, they would have to retire from the District, and they would have to complete 10 years of CalPERS service to become 50% vested in the District contribution for retiree health benefits, which would increase over time to 100% at twenty years.
- Officers would be required to wear safety vests while on duty.

Director Toombs concluded by saying that the contract would be discussed again at the next Board meeting.

Gloria Morrison said she was happy there would be more than one hearing on the contract and that the Board was considering a two-tiered system. She asked how unused sick leave, unused uniform allowances, and unused vacation would be handled, with respect to retirement. Director Toombs responded that many add-ons would no longer be pensionable.

Leonard Schwartzburd asked what comparable compensations for other police departments had been used. Director Toombs replied that the Board hadn't looked at a lot of comparable information, but it had looked at El Cerrito, with respect to how that city had structured its approach to salary increases and PERS paybacks. Director Toombs said the Board didn't have a database of comparable salaries because that hadn't been its focus. The focus had been to give a moderate increase, with the officers giving back money toward their pension. He said that, when the Board did the Koff report in 2010, Kensington's officers were in the bottom one-third of rankings. He said the Board didn't have a current ranking and indicated that this wasn't part of the Board's task. He said that compiling comparable compensation data was complex because it required an examination of both salary and benefits.

Dr. Schwartzburd said he understood that the officers would be receiving a 16% increase in salary over four years. Director Toombs clarified that the net increase to the officers, over the four years, would be 4% because the balance of the increases would be paid back to the District to cover pension costs. Director Toombs said the details of the salary increases and pension paybacks were summarized on the last page of his handout. Director Toombs said the agreement would be a good deal for the District.

Karl Kruger asked why the officers would purchase life insurance, with the District reimbursing them for the cost. Director Gillette replied that this was a continuing benefit but that the language and a cap had been clarified. Mr. Kruger also asked what the cost was for disability insurance. District Administrator Wolter replied that the cost was \$245 per month for all of the officers.

Jim Watt said he would prefer that Board would put the decision on the proposed agreement off until January and asked whether the proposed agreement would comply with state mandates scheduled to be in effect in 2018. Director Toombs confirmed the agreement would meet this State mandate.

Steve Bates asked if average pay included overtime and if it made sense to have the Finance Committee review the proposed agreement. Director Toombs responded that it would be up to President Welsh if he wanted to have the Committee discuss it. President Welsh said the Finance Committee would be meeting on November 20th.

Simon Brafman asked from where the \$233,000 would be coming. Director Toombs replied that the Board had just saved \$100,000 by not proceeding with the RFP and that, with luck, there wouldn't be such high legal fees in the coming year or thereafter. He said additional cost savings would need to be found. President Welsh said the other piece was that the District didn't know what revenue would be. Director Toombs said the District was at the mercy of the County, with respect to revenue. He said that the last County Assessor, as part of his election campaign, voluntarily reduced peoples' property values and, thereby, their property taxes. He said this action cost every community in Contra Costa County a good 10% to 15% of their property tax revenues. This constituted a structural change imposed by the County, due to the recession. Director Toombs said he didn't want the proposed agreement to be a cause of a deficit but that, in fairness to the officers, the Board wanted the proposed agreement to provide incentive for the officers to stay. He reported that San Jose had lost 30% of its officers because of pension issues.

Celia Concus asked if the Board had looked at how the Fire District's compensation packages compared. Director Toombs responded that, over four years the firefighters would receive a 17% salary increase and then contribute 12% back to cover pension costs. He said this was similar to what had been negotiated with El Cerrito's police officers. A member of the public clarified that the cited percentages would occur over three years, not four. Ms. Concus asked for clarification about whether overtime was pensionable. A member of the public responded that it was not. She also asked whether retiree benefits were given to family members. Director Toombs responded that they were. Director Gillette added that research had revealed that most retirees would not have dependents upon retirement.

President Welsh noted that it was 9:45 PM and that the Board needed to decide whether to continue the meeting beyond 10:00 PM.

MOTION: Director Gillette moved, and Director Toombs seconded, that the meeting continue past 10:00, for as long as necessary to finish the business.

Motion passed 5 to 0.

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

Ms. Concus concluded by suggesting that the Board look into what the Fire District was doing.

Paula Black asked whether new officers were less expensive for the District. Director Toombs replied that they were. He said new officers would have the same pay raise but would have a different retirement and health benefit structure, which would save the District money. He clarified that the costs shown assumed the existing nine-person police force over the next five years. Ms. Black asked whether such assumptions were conservative and asked, if there were to be attrition, would the total projected cost decline. Director Toombs replied, yes. She also asked if there were projections for medical costs. Director Toombs said the Board didn't have information from PEMHCA about projected costs, but there would be a cap of \$1,600 under the proposed contract. GM/COP Harman added that, during the past few years, premium increases had been double-digit and that, last year – following the introduction of the Affordable Healthcare Act – the increase had declined to about 5%. He said that, for the upcoming year, this cost was estimated to decline by about 5%.

Leonard Schwartzburd asked for clarification of what the 27% normal cost referred to. Director Toombs replied that it had to do with a present value calculation – this was the amount that would need to be set aside for a future benefit. President Welsh clarified that, in 2018, the employee would have to pay 50% of this amount, with a cap of 12% for the employee and with the District paying the balance.

Nick Day said the proposed agreement was a good first step and that the District was in the same boat as many cities and many private companies.

President Welsh said that getting the contract in place was long overdue and that a month was long enough to look at the proposal. He said the Board was elected to conduct the District's business. He welcomed members of the public to submit suggestions.

Director Gillette said the law, especially with respect to benefits, was extremely complicated.

Paula Black questioned whether newly elected Directors would have adequate time to review the proposed agreement and whether they would be able to consider public input received by email. President Welsh said they would. Director Toombs clarified that the Board, including the newly elected Directors, would be subject to the Brown Act. Director Gillette said the new Directors would need to do their homework between this and the next meeting. Director Gillette noted the proposed increases would not be retroactive and that the officers had been waiting a long time for the contract. She also said that, because of the concessions made by the officers, it was important to conclude the discussions.

Mabry Benson asked if Directors would be answering emails. Director Toombs replied that, because of the Brown Act, answering would be unlikely.

Gail Feldman asked if more time could be granted to consider the financial impacts of the contract and said that the District had a structural deficit. She said 80% of the budget was police services, which included the officers' salaries and benefits. She said that, with the proposed agreement, there would be an increased deficit. She also cited that, in 2013, the District had picked up an additional \$200,000 of cost because of retiree health benefits. She said that, if the District were to add another \$200,000 of cost, it would have to find the revenue, and taxpayers were already paying \$500 in special taxes for police. President Welsh questioned what Ms. Feldman meant by the term "structural". He said that, to him, it meant there was something built into the budget that would force the District into a deficit every year and that wasn't the case. He said the \$233,000 was the cumulative amount that would be paid over a four-year period. He said that, if the District weren't sued for a few years, it would be in good shape. Director Gillette added that the community did pay for police services and that the community had voted that it wanted a local police department that was filled with the highest caliber officers possible. She said having a local police department was the primary reason the District existed and there had been a community mandate that this should be so.

3. District Administrator Wolter presented the Proposed Agreement between the Kensington Police Protection and Community Services District and the West Contra Costa Unified School District.

District Administrator Wolter reviewed the memo she had prepared for the Board packet, which summarized the history and rationale for entering into the agreement.

Vice President Lipscomb said that, initially, she hadn't thought this would be a good idea because she didn't think school money should be diverted. She said she hadn't realize that the School District was in such good financial condition. She said that the KPPCSD had taken over services when the School District had been in tough financial times and this proposed agreement would return things to the way they had been before. She thanked Director Lloyd, Sergeant Barrow, and District Administrator Wolter for their work.

President Welsh said this was something Director Lloyd and District Administrator Wolter had pursued this right away a long time ago. He noted that this would be a nice final legacy for Director Lloyd.

Director Lloyd said there were unique ways of solving the District's financial challenges. He said that Superintendent Dr. Harter and School District Board Member Madeline Kronenberg understood the importance of school safety and that it made sense for the School District to resume paying for services it had paid for in the past. He said that the Services District had asked for \$30,000 and the School District had passed a motion approving up to \$50,000 per year for three years. He said both the School District and the Services District would benefit from the agreement.

President Welsh noted this would address the deficit problem by \$50,000 per year over the next three years.

Rick Ardis said he remembered when students used to be the crossing guards for the school. He said that, because of the traffic and safety issues he'd observed as a school neighbor, he was happy about the proposal. He said that, in the past, the school District had provided crossing guard service at the two drop-off locations, in addition to Arlington Avenue – areas now being tended to by Kensington's police officers.

Steve Bates said he was in favor of the agreement and asked whether the amounts would be sufficient to cover costs. Director Lloyd indicated they would be. Director Lloyd also said the School District was considering additional safety measures such as surveillance cameras and more fencing.

Director Toombs said this would be a way to recapture the cost of providing protection to the largest non-profit in town. Director Toombs said that the University of California didn't pay Berkeley taxes and, therefore, had its own police force. Likewise, the School District didn't support Kensington's police force and so, this proposal would enable the Services District to recover some of the money it spends protecting the School District's property and students.

**MOTION: Director Toombs moved, and President Welsh seconded, that the Board instruct General Manager/Chief of Police Greg Harman to enter into this agreement with the West County Unified School District for reimbursement of our cost for police service pursuant to this agreement.
Motion passed 5 to 0.**

AYES: Welsh, Lipscomb, Toombs, Gillette, Lloyd NOES: 0 ABSENT:

4. Vice President Lipscomb presented, for a third reading, the draft of the KPPCSDF Policy Manual Section 1000.

Vice President provided a brief background, explaining that Section 1000 was being presented for a third reading. She asked if anyone had comments.

At this point, Director Lloyd left the meeting.

Director Gillette said that, as she had committed to do at the prior meeting, she had drafted some language for Section 1030.30. She recommended that the Board amend the process for non-police complaints, including complaints against a Director. She said this section should be changed because the Chief of Police shouldn't investigate complaints against himself. She also said the Board should weigh in when a complaint was made against a Director. Director Gillette said that, currently, the Chief of Police investigates complaints against Directors and that she thought there was potential conflict inherent in this arrangement because the Chief reports to the Directors.

Paula Black said she had concerns about the Manual's conflict of interest definition. She said that, because the language was very broad, it could make the Board vulnerable. She said that the Manual's definition was broader than that for the State legislature. Ms. Black suggested that the District's legal counsel should review the language. Vice President Lipscomb responded that the language had come from legal counsel and that its breadth didn't trouble her.

Director Toombs said he agreed with Ms. Black's concerns.

Director Toombs also said he wasn't in favor of Director Gillette's proposed change for Section 1030.30 because he thought the existing process worked well. He said that, under the current language, people went to the Chief and that, if they didn't like what the Chief had to say, they could go straight to the Board.

Director Gillette said she would send suggested language regarding non-police complaints to Vice President Lipscomb, who said she would prepare it for the Board's future consideration.

President Welsh said Ms. Black's comments about conflict of interest were well stated. He proposed working with Director Gillette on honing the language and then forwarding the revision to the District's attorney.

**MOTION: Vice President Lipscomb moved, and Director Gillette seconded, that consideration of Section 1000 be put over to be pursued by the President of the Board in respect of the comments of this evening.
Motion passed 4 to 0.**

AYES: Welsh, Lipscomb, Toombs, Gillette NOES: 0 ABSENT: Lloyd

**MOTION: Director Toombs moved, and Vice President Lipscomb seconded, to adjourn.
Motion passed 4 to 0.**

AYES: Welsh, Lipscomb, Toombs, Gillette NOES: 0 ABSENT: Lloyd

The meeting was adjourned at 11:00 PM.

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

FORWARDED TO:

Date: Friday, December 05, 2014

Subject: Consent Calendar Item B- Unaudited Profit & Loss Report

For the month of November, the Unaudited Profit & Loss Budget Performance Report is attached for review.

Variances in revenue and expenses for the month, as well as year to date fiscal projections can be found in the "Budget" portion of the General Manager's Report.

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KPPCSD
Unaudited Profit & Loss Budget Performance
 November 2014

	Nov 14	Budget	Jul - Nov 14	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
400 · Police Activities ...					
401 · Levy Tax	0.00		1,319,273.42	1,413,620.00	1,413,620.00
402 · Special Tax-P...	0.00		681,690.00	680,000.00	680,000.00
403 · Misc Tax-Police	0.00		69.00		
404 · Measure G Su...	0.00		501,949.76	501,443.00	501,443.00
410 · Police Fees/Se...	136.00		924.95	375.00	1,500.00
414 · POST Reimbur...	0.00		751.59		
415 · Grants-Police	19,247.05		19,247.05		
416 · Interest-Police	0.00		0.00	625.00	2,500.00
418 · Misc Police In...	1,543.94	1,500.00	8,086.24	7,500.00	18,000.00
400 · Police Activiti...	0.00		20.00		
Total 400 · Police Acti...	20,926.99	1,500.00	2,532,012.01	2,603,563.00	2,617,063.00
420 · Park/Rec Activiti...					
424 · Special Tax-L&L	0.00		34,334.92	33,000.00	33,000.00
427 · Community Ce...	590.00	1,000.00	20,628.00	7,900.00	30,000.00
436 · Interest-Park/...	0.00		0.00	25.00	100.00
438 · Misc Park/Rec ...	40.00	50.00	82.00	250.00	500.00
Total 420 · Park/Rec A...	630.00	1,050.00	55,044.92	41,175.00	63,600.00
440 · District Activitie...					
448 · Franchise Fees	0.00		16,870.54	7,000.00	21,000.00
456 · Interest-District	0.00		0.00	87.50	350.00
458 · Misc District R...	407.00		407.00		
Total 440 · District Act...	407.00		17,277.54	7,087.50	21,350.00
Total Income	21,963.99	2,550.00	2,604,334.47	2,651,825.50	2,702,013.00
Expense					
500 · Police Sal & Ben					
502 · Salary - Officers	81,652.82	81,748.58	407,434.34	408,742.94	980,983.00
504 · Compensated ...	0.00	2,933.34	2,315.83	5,866.67	8,800.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 November 2014

	Nov 14	Budget	Jul - Nov 14	YTD Budget	Annual Budget
506 · Overtime	5,604.93	3,750.00	25,071.14	18,750.00	45,000.00
508 · Salary - Non-S...	3,893.02	6,825.00	21,181.15	34,125.00	81,900.00
516 · Uniform Allow...	666.60	666.66	3,333.00	3,333.30	8,000.00
518 · Safety Equipm...	0.00		0.00	2,500.00	2,500.00
521-A · Medical/Visi...	14,897.94	15,858.83	87,877.60	95,153.02	190,306.00
521-R · Medical/Visi...	12,054.68	11,312.33	70,775.67	67,874.02	135,748.00
521-T · Medical/Visi...	0.00		58,058.00	58,058.00	58,058.00
522 · Insurance - Po...	245.00	436.67	2,396.00	2,183.31	5,240.00
523 · Social Securit...	1,338.85	1,359.00	4,184.78	6,795.00	16,308.00
524 · Social Securit...	273.49	423.17	1,483.24	2,115.81	5,078.00
527 · PERS - District...	31,794.22	31,565.00	158,650.58	157,825.00	378,780.00
528 · PERS - Officer...	7,408.76	7,417.33	36,969.12	37,086.69	89,008.00
530 · Workers Comp	0.00		28,817.91	20,000.00	50,000.00
Total 500 · Police Sal ...	159,830.31	164,295.91	908,548.36	920,408.76	2,055,709.00
550 · Other Police Exp...					
552 · Expendable P...	232.34	125.00	3,931.35	625.00	1,500.00
553 · Range/Ammun...	0.00		0.00	2,000.00	3,000.00
560 · Crossing Guard	1,051.48	876.25	3,329.67	4,381.25	10,515.00
562 · Vehicle Operat...	3,605.68	5,000.00	19,606.58	25,000.00	60,000.00
564 · Communicatio...	28,871.03	13,005.83	44,071.36	65,029.19	156,070.00
566 · Radio Mainten...	181.69	1,812.50	726.76	9,062.50	21,750.00
568 · Prisoner/Case ...	500.00	450.00	2,426.38	2,250.00	5,400.00
570 · Training	28.86	833.33	5,345.87	4,166.69	10,000.00
572 · Recruiting	0.00	541.67	0.00	2,708.31	6,500.00
574 · Reserve Office...	0.00	337.50	1,972.19	1,687.50	4,050.00
576 · Misc. Dues, M...	45.00	261.67	2,285.00	1,308.31	3,140.00
580 · Utilities - Police	1,629.05	746.67	4,207.65	3,733.31	8,960.00
581 · Bldg Repairs/...	0.00	83.33	275.95	416.69	1,000.00
582 · Expendable Of...	659.53	500.00	2,232.34	2,500.00	6,000.00
588 · Telephone(+Ri...	697.60	742.00	3,343.97	3,710.00	8,904.00
590 · Housekeeping	450.31	333.33	1,896.30	1,666.69	4,000.00
592 · Publications	50.00	183.33	227.50	916.69	2,200.00
594 · Community Po...	1,230.17	166.67	8,152.02	833.31	2,000.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 November 2014

	Nov 14	Budget	Jul - Nov 14	YTD Budget	Annual Budget
596 · WEST-NET/CA...	0.00		13,655.00	13,925.00	13,925.00
599 · Police Taxes A...	0.00		1,681.81	1,650.00	3,300.00
Total 550 · Other Polic...	39,232.74	25,999.08	119,367.70	147,570.44	332,214.00
600 · Park/Rec Sal & ...					
601 · Park & Rec Ad...	518.17	650.00	2,742.15	3,250.00	7,800.00
602 · Custodian	1,750.00	1,895.83	8,750.00	9,479.19	22,750.00
623 · Social Securit...	0.00	49.75	0.00	248.75	597.00
Total 600 · Park/Rec S...	2,268.17	2,595.58	11,492.15	12,977.94	31,147.00
635 · Park/Recreation ...					
640 · Community Ce...					
642 · Utilities-Co...	342.45	468.00	2,207.96	2,340.00	5,616.00
643 · Janitorial Su...	0.00	66.67	895.59	333.31	800.00
646 · Community ...	980.00		1,930.84	3,000.00	3,000.00
Total 640 · Commun...	1,322.45	534.67	5,034.39	5,673.31	9,416.00
672 · Kensington Pa...	2,852.95		20,603.26	79,524.00	79,524.00
678 · Misc Park/Rec ...	0.00		170.00		
Total 635 · Park/Recre...	4,175.40	534.67	25,807.65	85,197.31	88,940.00
800 · District Expenses					
810 · Computer Mai...	0.00	2,024.00	12,706.00	10,120.00	24,288.00
820 · Cannon Copie...	387.05	475.00	2,627.20	2,375.00	5,700.00
830 · Legal (District/...	16,816.50	12,500.00	40,377.85	62,500.00	150,000.00
835 · Consulting	0.00	625.00	0.00	3,125.00	7,500.00
840 · Accounting	1,332.50	2,979.17	2,860.00	14,895.81	35,750.00
850 · Insurance	0.00		29,531.20	29,000.00	30,000.00
860 · Election	3,853.49	4,000.00	3,853.49	10,000.00	10,000.00
865 · Police Bldg. L...	0.00		0.00	1.00	1.00
870 · County Expen...	0.00		2,716.38	1,500.00	22,300.00
890 · Waste/Recycle	6,373.74	9,883.33	29,510.18	49,416.69	118,600.00
898 · Misc. Expenses	5,288.00	1,000.00	5,443.40	5,100.00	12,300.00

KPPCSD
Unaudited Profit & Loss Budget Performance
 November 2014

	Nov 14	Budget	Jul - Nov 14	YTD Budget	Annual Budget
Total 800 · District Ex...	34,051.28	33,486.50	129,625.70	188,033.50	416,439.00
950 · Capital Outlay					
962 · Patrol Cars	0.00		0.00		30,000.00
963 · Patrol Car Acc...	0.00		0.00		16,000.00
972 · Park Buildings...	0.00		0.00		
Total 950 · Capital Out...	0.00		0.00		46,000.00
Total Expense	239,557.90	226,911.74	1,194,841.56	1,354,187.95	2,970,449.00
Net Ordinary Income	-217,593.91	-224,361.74	1,409,492.91	1,297,637.55	-268,436.00
Other Income/Expense					
Other Expense					
700 · Bond Issue Expe...					
701 · Bond Proceeds	0.00		-175,583.24		
710 · Bond Admin.	0.00		4,681.72		
720 · Bond Principal	0.00		123,024.10		
730 · Bond Interest	0.00		20,606.66		
Total 700 · Bond Issue...	0.00		-27,270.76		
Total Other Expense	0.00		-27,270.76		
Net Other Income	0.00	0.00	27,270.76	0.00	0.00
Net Income	-217,593.91	-224,361.74	1,436,763.67	1,297,637.55	-268,436.00

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, December 05, 2014

FORWARDED TO:

Subject: Consent Calendar Item C- Park Revenue & Expenses

The KPPCSD Board and the Park Buildings Committee has requested a separate and detailed accounting of park revenues and expenses.

This information is obtained through our QuickBooks software. Revenue and expenses from July 1, 2014 through November 30, 2014 are attached to this memo.

7:11 PM
 12/04/14
 Accrual Basis

KPPCSD
Account QuickReport
 July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
420 · Park/Rec Activities Revenue						
424 · Special Tax-L&L						
General Journal	10/1/2014	JV07...	CCC Taxes-LLD	SP ASSESS ...	114 · Land & L...	34,334.92
Total 424 · Special Tax-L&L						34,334.92
427 · Community Center Revenue						
Deposit	7/9/2014	V918...		CCC Primary...	112 · General ...	100.00
Deposit	7/9/2014	109		July & Aug 2...	112 · General ...	90.00
Deposit	7/9/2014			Partial Paym...	112 · General ...	125.00
Deposit	7/9/2014	150		Partial Paym...	112 · General ...	175.00
Deposit	7/9/2014	2073		CC Rental 7/...	112 · General ...	600.00
Deposit	7/9/2014	6717		CC Rental ad...	112 · General ...	75.00
Deposit	7/9/2014	7397		2nd Half of R...	112 · General ...	7,500.00
Deposit	7/9/2014			CC Rental 5/...	112 · General ...	450.00
Deposit	8/4/2014	731		CC Rental 7/...	112 · General ...	375.00
Deposit	8/4/2014	3358		CC Rental 7/...	112 · General ...	900.00
Deposit	8/4/2014	3201		CC Rental 8/...	112 · General ...	500.00
Deposit	8/18/2014	9001		AA rent for A...	112 · General ...	90.00
Deposit	8/18/2014	1023		CC Rental 8/...	112 · General ...	1,400.00
Deposit	8/18/2014	602		CC Rental 8/...	112 · General ...	450.00
Deposit	8/18/2014	1139		East Bay Coll...	112 · General ...	598.00
Deposit	9/9/2014	3274		CC Rental on...	112 · General ...	600.00
Deposit	9/9/2014			CC Rental ad...	112 · General ...	75.00
Deposit	9/9/2014	3052		CC Rental on...	112 · General ...	1,200.00
Deposit	9/9/2014	4157		CC Rental on...	112 · General ...	600.00
Deposit	9/30/2014			9-13-14 CC ...	112 · General ...	450.00
Deposit	9/30/2014	5927...		10-18-14 CC ...	112 · General ...	180.00
Check	10/15/2014	15914	Carol Melgoza	Refund of Co...	112 · General ...	-180.00
Deposit	10/21/2014	243		CC Rental 10...	112 · General ...	300.00
Deposit	10/21/2014	3118		CC Rental 11...	112 · General ...	375.00
Deposit	10/21/2014	1708...		CC Rental 8-...	112 · General ...	500.00
Deposit	10/21/2014	1708...		CC Rental 8-...	112 · General ...	500.00
Deposit	10/21/2014	1708...		CC Rental 8-...	112 · General ...	210.00
Deposit	10/21/2014			CC Rental 10...	112 · General ...	1,800.00
Deposit	11/12/2014	1068		CC Rental 10...	112 · General ...	500.00

02

7:11 PM
12/04/14
Accrual Basis

KPPCSD
Account QuickReport
July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
Deposit	11/12/2014	1210		CC Rent Wa...	112 · General ...	90.00
Deposit	12/1/2014	1816		CC Rental for...	112 · General ...	180.00
Deposit	12/1/2014	V921...		Election pay...	112 · General ...	100.00
Total 427 · Community Center Revenue						20,908.00
438 · Misc Park/Rec Rev						
Deposit	7/9/2014			Tennis court f...	112 · General ...	2.00
Deposit	8/18/2014	4314		Tennis court f...	112 · General ...	40.00
Deposit	11/12/2014	4479		Tennis Court ...	112 · General ...	40.00
Total 438 · Misc Park/Rec Rev						82.00
Total 420 · Park/Rec Activities Revenue						55,324.92
TOTAL						55,324.92

7:11 PM
 12/04/14
 Accrual Basis

KPPCSD
Account QuickReport
 July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
600 · Park/Rec Sal & Ben						
601 · Park & Rec Administrator						
Paycheck	7/15/2014		Di Napoli, Andrea		112 · General ...	286.25
Paycheck	7/30/2014		Di Napoli, Andrea		112 · General ...	257.00
Paycheck	8/15/2014		Di Napoli, Andrea		112 · General ...	274.25
Paycheck	8/29/2014		Di Napoli, Andrea		112 · General ...	255.41
Paycheck	9/15/2014		Di Napoli, Andrea		112 · General ...	276.94
Paycheck	9/30/2014		Di Napoli, Andrea		112 · General ...	312.64
Paycheck	10/14/2014		Di Napoli, Andrea		112 · General ...	250.69
Paycheck	10/29/2014		Di Napoli, Andrea		112 · General ...	310.80
Paycheck	11/13/2014		Di Napoli, Andrea		112 · General ...	269.06
Paycheck	11/27/2014		Di Napoli, Andrea		112 · General ...	249.11
Total 601 · Park & Rec Administrator						2,742.15
602 · Custodian						
Check	7/15/2014	15698	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	7/30/2014	15726	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	8/15/2014	15754	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	8/29/2014	15784	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	9/15/2014	15817	William Driscoll	Com. Center ...	112 · General ...	875.00
Check	9/30/2014	15850	William Driscoll	9/16 - 9/30/1...	112 · General ...	875.00
Check	10/15/2014	15890	William Driscoll	10/1 - 10/15/...	112 · General ...	875.00
Check	10/30/2014	15936	William Driscoll	10/16 - 10/31...	112 · General ...	875.00
Check	11/14/2014	15959	William Driscoll	11/1 - 11/15/...	112 · General ...	875.00
Check	11/28/2014	15987	William Driscoll	11/16 - 11/30...	112 · General ...	875.00
Total 602 · Custodian						8,750.00
Total 600 · Park/Rec Sal & Ben						11,492.15
TOTAL						11,492.15

KPPCSD
Account QuickReport
 July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
635 · Park/Recreation Expenses						
640 · Community Center Expenses						
642 · Utilities-Community Center						
General Journal	7/1/2014	REV ...	Kensington Police P...		210 · Account...	-445.60
Check	7/15/2014	15696	Pacific Telemanage...	CC Pay Phon...	112 · General ...	78.00
Check	7/30/2014	15720	EBMUD	840 Coventry...	112 · General ...	29.47
Check	7/30/2014	15722	PG&E	Community C...	112 · General ...	224.30
Check	8/15/2014	15750	Pacific Telemanage...	CC Pay Phon...	112 · General ...	78.00
Check	8/15/2014	15775	PG&E	Community C...	112 · General ...	196.93
Check	8/15/2014	15778	EBMUD	2 Arlmont 6/2...	112 · General ...	383.66
Check	9/15/2014	15813	Olivero Plumbing Co.	Test and certi...	112 · General ...	116.00
Check	9/15/2014	15833	Pacific Telemanage...	CC Pay Phon...	112 · General ...	78.00
Check	9/15/2014	15847	EBMUD	Coventry 7/3 ...	112 · General ...	32.12
Check	9/15/2014	15847	EBMUD	1 Windsor 7/...	112 · General ...	204.55
Check	9/30/2014	15853	PG&E	Community C...	112 · General ...	212.84
Check	10/15/2014	15902	Pacific Telemanage...	CC Pay Phon...	112 · General ...	78.00
Check	10/15/2014	15916	EBMUD	2 Arlmont 7/3...	112 · General ...	350.36
Check	10/30/2014	15933	PG&E	Community C...	112 · General ...	248.88
Check	11/14/2014	15957	Pacific Telemanage...	CC Pay Phon...	112 · General ...	78.00
Check	11/14/2014	15982	EBMUD	840 Coventry	112 · General ...	32.12
Check	11/28/2014	15989	PG&E	Community C...	112 · General ...	232.33
Total 642 · Utilities-Community Center						2,207.96
643 · Janitorial Supplies						
Check	9/15/2014	15839	UBS	Com. Center ...	112 · General ...	716.07
Check	9/30/2014	15857	UBS	Com. Center ...	112 · General ...	85.01
Check	9/30/2014	15870	UBS	Community C...	112 · General ...	67.41
Check	10/15/2014	15908	UBS	Community C...	112 · General ...	27.10
Total 643 · Janitorial Supplies						895.59
646 · Community Center Repairs						
Check	9/15/2014	15838	William Driscoll	Com. Center ...	112 · General ...	10.98
Check	10/15/2014	15913	Mighetto Electric	Inv. # 2657 P...	112 · General ...	939.86
Check	11/28/2014	16009	Summer Rain Land...	Community C...	112 · General ...	980.00

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KPPCSD
Account QuickReport
 July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
Total 646 · Community Center Repairs						1,930.84
Total 640 · Community Center Expenses						5,034.39
672 · Kensington Park O&M						
General Journal	7/1/2014	REV ...	Kensington Police P...		210 · Account...	-2,774.60
General Journal	7/1/2014	REV ...		NBS	153 · Prepaid ...	1,091.66
Check	7/30/2014	15720	EBMUD	1 Windsor Irri...	112 · General ...	2,038.49
Check	7/30/2014	15726	William Driscoll	Park Restro...	112 · General ...	425.00
Check	7/30/2014	15738	Summer Rain Land...	July Monthly ...	112 · General ...	2,615.00
Check	8/15/2014	15747	EBMUD	1 Windsor Sc...	112 · General ...	736.11
Check	8/29/2014	15784	William Driscoll	Park Restro...	112 · General ...	425.00
Check	8/29/2014	15790	Summer Rain Land...	Aug. Monthly ...	112 · General ...	2,050.00
Check	9/15/2014	15847	EBMUD	1 Windsor Irri...	112 · General ...	1,402.69
Check	9/30/2014	15850	William Driscoll	9/1 - 9/30/1...	112 · General ...	425.00
Check	9/30/2014	15872	NBS Government Fi...	LMD Quarate...	112 · General ...	1,129.96
Check	9/30/2014	15875	Summer Rain Land...	September 2...	112 · General ...	2,050.00
Check	9/30/2014	15875	Summer Rain Land...	upper wood s...	112 · General ...	505.00
Check	9/30/2014	15875	Summer Rain Land...	hand railing r...	112 · General ...	880.00
Check	9/30/2014	15877	Andrea DiNapoli	Greg - Certifi...	112 · General ...	6.00
Check	10/30/2014	15935	Summer Rain Land...	October 2014	112 · General ...	2,050.00
Check	10/30/2014	15935	Summer Rain Land...	Repair tennis...	112 · General ...	230.00
Check	10/30/2014	15935	Summer Rain Land...	Install bark to...	112 · General ...	2,040.00
Check	10/30/2014	15936	William Driscoll	Oct. Restroo...	112 · General ...	425.00
Deposit	11/12/2014	0714...		Reimburse...	112 · General ...	-880.00
Check	11/14/2014	15982	EBMUD	1 Windsor Irri...	112 · General ...	1,057.91
Check	11/14/2014	15982	EBMUD	1 Windsor Sc...	112 · General ...	200.04
Check	11/28/2014	15987	William Driscoll	11/1 - 11/30/...	112 · General ...	425.00
Check	11/28/2014	16009	Summer Rain Land...	November 20...	112 · General ...	2,050.00
Total 672 · Kensington Park O&M						20,603.26
678 · Misc Park/Rec Expense						
Check	10/30/2014	15939	California Park & R...	Membership t...	112 · General ...	170.00
Total 678 · Misc Park/Rec Expense						170.00

21

7:11 PM
12/04/14
Accrual Basis

KPPCSD
Account QuickReport
July 1 through December 4, 2014

Type	Date	Num	Name	Memo	Split	Amount
			Total 635 · Park/Recreation Expenses			<u>25,807.65</u>
TOTAL						<u><u>25,807.65</u></u>

25

November 2014 Police Department Report

December 5, 2014

- Department Personnel
 - We are fully staffed at 10 sworn positions with three reserve officers, however, we now have an officer off on a work related injury.
 - We are continuing the background process for a fourth reserve officer candidate.
- Commendations and Correspondence
 - On November 11th, Officer Wilson received a letter commending him for his kindness and courtesy during a traffic collision investigation from Ruth Hanham.
- Investigation of Alleged Misconduct
 - Citizen's Complaint CI #2014-03 was initiated on May 12th on an allegation that an officer failed to perform his duty and that another allowed this failure to occur and had used a despairing remark in describing the community. This investigation is being conducted by Sergeant Hui.
 - Department Investigation DI #2014-04 was initiated on May 23rd on an allegation that an officer engaged in conduct unbecoming an officer while off duty. This investigation is being conducted by Chief Harman.
 - Citizen's Complaint CI #2014-06 was initiated on October 31st on a allegation that a police officer was rude during a traffic stop. This investigation is being conducted by Sergeant Hui.
- 9-1-1 / Richmond Communication Center Information.
 - The Ring Time Report for November identified 28 Total 911 calls with 1 having a ring time over 20 seconds. The average ring time for November was 7 seconds.

- Community Networking
 - On 11-06-14, Detective Sergeant Barrow presented a section on frauds during the KPSC Fraud Workshop held at the Community Center.
 - On 11-10-14, Officer Wilson participated in the KPSC meeting.
- Community Criminal Activity
 - This section of the Watch Commanders Reports are prepared by Corporal Stegman for Team One, Sergeant Hui for Team Two, and Sergeant Barrow for Investigations.
- Watch Commander Reports
 - **Corporal Stegman**

Team 1 Statistics

Officer:	Ramos K41 (0800 - 1800)	Turner (0600- 1800)	Wilson (1800- 0600)
Days Worked	16	14	9
Traffic Stops	21	45	1
Moving Citations	5	16	0
Parking Citations	2	5	2
Vacation			
Security Checks	5	25	14
Field Interviews	0	0	0
Traffic Collision Reports	0	0	0
Cases	0	4	0
Arrests	0	4	0
Calls for Service	21	59	16

BRIEFING/TRAINING:

- Reviewed penal code sections changed by the passage of Proposition 47.
- Reviewed Pipeline Emergency Response Guidelines.

SERGEANT'S SUMMARY:

Finally we are getting some much needed rain. However, with that comes a myriad of pitfalls for Kensington motorists. Among the things to be on the lookout for include fallen trees, large or deep puddles, and gravel. Of course there is also the issue of the reduced coefficient of friction between your tires and the wet roadway. An excess of wet leaves covering the road can even exacerbate the problem further. Also, when we have the occasional below freezing temperatures over night, we have had to contend with patches of black ice.

The best tactic to increase safety during these winter months is to slow down. I don't think it is any big secret that slowing down gives you more time to react to a dangerous situation and reduces your stopping time. Please drive carefully.

SIGNIFICANT EVENTS:

- 2014-5766 – On 11/1/14, Officer Turner arrested a suspect for DUI, during a DUI saturation patrol in Kensington.
- 2014-5968 – On 11/1/14, Officer Turner arrested a suspect with an outstanding warrant.
- 2014-5940 – On 11/11/14, Officer Turner arrested two subjects during a traffic stop. The first was a female suspect (driver) who had an outstanding warrant and was on probation. The second was a male whom was on probation, and was in possession of several burglary tools and narcotics. Based on the burglary tools, narcotics, other property containing multiple people's names, and lack of cohesive story between the two suspects, it was believed these two individuals were casing houses to commit residential burglaries when Officer Turner encountered them.
- 2014-6161 – On 11/24/14, Officer Turner to a report of a vehicle theft.

TRAFFIC STATISTICS:

Team #1 took 0 traffic collision reports during the month of November.

10 Moving citations were issued on Arlington Ave.

11 Moving citations were issued on Colusa Ave.

**** Sergeant Hui**

OCTOBER 2014 TEAM #2 STATISTICS

Master Sergeant Hull (K17) – issued 20 moving citations and 2 parking citations this month.

Officer:	Martinez (K31) (0600-1800)	Wilkins (K50) (1800-0600)
Days Worked	15	16
Traffic Stops	24	12
Moving Citations	18	4
Parking Citations	10	3
Vacation/Security Checks	25	101
Cases	1	2
Arrests	0	0
Traffic Accident Reports	1	0
Calls for Service	53	57

- Officer Martinez recovered 3 hours of comp time.
- Officer Martinez took 2 days of vacation.
- Sergeant Hui attended a 3 hour Domestic Violence and Human Trafficking class.

BRIEFING/TRAINING:

- Reviewed Case Law: People v. Ermi
- Reviewed Case Law: University Police v. Superior Court of Alameda
- Reviewed Case Law: People v. Leath
- Reviewed Penal Code 26
- Reviewed Welfare and Institutions Code 601 & 602
- Reviewed KPD Policy 324 – Temporary Custody of Juveniles

SERGEANT'S SUMMARY:

Recently, I have been noticing spoofing emails circulating from online retailers advising recipients of data breaches. I received several of these emails myself from "Home Depot" stating that due to a recent security breach, some of their customer information has been compromised. The email message continues to advise that they are hoping to help their customers by either offering a free credit report or credit monitoring services and includes a hyperlink to take the recipient to the credit monitoring website.

This email and the many like it that have been circulating around are not real. They are designed to take you to a fake website where they ask you to enter all of your personal information.

The universal precaution that I would recommend for any email that you receive is that you contact the company directly – not through the link or phone number provided within the email. You can look up contact information for any of these online retailers via their website. Just make sure you type in the website yourself and do not click on the link from the email.

Once you have contacted the retailer directly, verify whether the email that you received was actually sent by them.

SIGNIFICANT EVENTS:

- 2014-5177– On 10/3/2014, Officer Martinez responded to the unit blk of Kenilworth Ave on a report of a fraud.
- 2014-5235– On 10/6/2014, Officer Wilkens responded to the unit blk of Rincon Rd on a report of a vehicle burglary.
- 2014-5489- On 10/17/2014, Officer Wilkens responded to the unit blk of Sunset Dr on a report of a burglary.

Reserve Officer:	Armanino (K47)
Days Worked	2
Traffic Stops	6
Moving Citations	4
Parking Citations	0
Vacation/Security	5
Checks	
Cases	0
Arrests	0
Traffic Accident Reports	0
Calls for Service	2

Traffic Totals for Team 2 – includes Master Sergeant Hull

23 citations were issued on Arlington Ave
20 citations were issued on Colusa Ave
1 citation was issued on Amherst Ave
1 citation was issued on Grizzly Peak Blvd
1 citation was issued on Arnold Dr (Martinez)

NOVEMBER 2014 TEAM #2 STATISTICS

Master Sergeant Hull (K17) – issued 1 moving citation and 0 parking citations this month.

Officer:	Martinez (K31) (0600-1800)	Wilkins (K50) (1800-0600)
Days Worked	9	12
Traffic Stops	18	12
Moving Citations	13	4
Parking Citations	2	1
Vacation/Security Checks	19	112
Cases	6	1
Arrests	0	0
Traffic Accident Reports	0	0
Calls for Service	34	57

- Officer Wilkins took 2 days of vacation.
- Sergeant Hui recovered 12 hours of comp time.
- Sergeant Hui took 1 day of vacation.

BRIEFING/TRAINING:

- Reviewed Pipeline Emergency Response Guideline

SERGEANT'S SUMMARY:

By the time you have read this, Thanksgiving will have come and gone and many of us will be quickly preparing for Christmas. For many of us, preparing for Christmas involves shopping for presents.

As we begin shopping for presents, please be mindful that many would be burglars also anxiously anticipate this time of year too. A car full of presents is enticing enough to make any burglar salivate. So this month, here are a couple of tips to help keep you from being a victim of this type of crime:

- Don't leave your purchases in your vehicle for an extended period of time. This includes right when you get home and your tired, as well as packing your car full of presents the night before the big day to save yourself some time.
- Try not to leave your vehicle unattended while unloading your car. You would be surprised how quickly someone can unload all of your gifts from the open trunk of your vehicle.

- Inside of the house: Nothing spells Christmas like a fully dressed Christmas tree surrounded by freshly wrapped gifts. Remember: If your neighbors can see your beautiful tree, then so can the burglar driving down the street. By no means am I suggesting that you don't display a tree or put presents out. Just be mindful of what is visible from the street!

And on that note, I would like to wish everyone a wonderful holiday!

SIGNIFICANT EVENTS:

- 2014-5769– On 11/1/2014, Officer Martinez responded to the unit blk of Stratford Ave on a report of a fraud.
- 2014-5855– On 11/7/2014, Officer Martinez responded to the unit blk of Lenox Dr on a report of a fraud.
- 2014-5875- On 11/8/2014, Officer Martinez responded to the 200 blk of Cambridge Ave report of a vandalism.
- 2014-5961- On 11/13/2014, Officer Martinez responded to the 200 blk of Arlington Ave on a report of a fraud.
- 2014-5962- On 11/13/2014, Officer Martinez responded to the unit blk of Cowper Ave on a report of a fraud.
- 2014-6081- On 11/19/2014, Sergeant Hui responded to the 1600 blk of Oak View Ave on a report of a theft.
- 2014-6102- On 11/20/2014, Officer Martinez responded to the unit blk of Highland Ave on a report of a vandalism.
- 2014-6122- On 11/21/2014, Officer Wilkens responded to the 200 blk of Willamette Ave on a report of an identity theft.

Reserve Officer:	Armanino (K47)
Days Worked	2
Traffic Stops	9
Moving Citations	2
Parking Citations	0
Vacation/Security	2
Checks	
Cases	0
Arrests	0
Traffic Accident Reports	0
Calls for Service	2

Traffic Totals for Team 2 – includes Master Sergeant Hull

14 citations were issued on Colusa Ave
6 citations were issued on Arlington Ave

.. Detective Sergeant Barrow

SIGNIFICANT EVENTS:

2014-6211 Burglary and Possession of Stolen Property.

On Thursday, November 27, 2014, I was dispatched to the 200 block of Columbia Avenue for a reported theft of a bicycle. Dispatch further advised the victim had recovered the bicycle in the area of Sunset Drive and Franciscan Way and the suspect fled through the Sunset Cemetery. I arrived and conducted a search of the area with the aid of El Cerrito Police. We received reports that the suspect was running through back yards and jumping fences in El Cerrito. **I located the suspect and detained him but the victim in this case had left the area for Thanksgiving dinner and could not be reached for an infield line-up. The suspect was identified and released at the scene. This case is under investigation and I will be seeking an arrest warrant.**

2014-5703 Criminal Threats and Resisting Arrest.

On Tuesday, October 28, 2014, Corporal Stegman, Officers Ramos and Wilkens, and I were dispatched to the 100 block of Arlington Avenue for an irate male subject. We contacted the subject and he was arrested for making criminal threats and resisting arrest. The subject was later booked into county jail.

2014-5252 Auto Theft, Burglary, Possession of Stolen Property, Possession of Burglary tools, Felon in Possession of Firearm with Prior Conviction, and Resist or Obstruct Public Officer.

On Tuesday, October 7, 2014, KPD Officer Turner observed a vehicle occupied by a male driver and female passenger pass him at the north end of Lake Drive. As he passed them the driver sped away. The vehicle was located crashed on Wellesley Avenue and the two occupants had fled the scene. A perimeter was established with the aid of Officer Ramos, El Cerrito Officers, El Cerrito K9, CHP Helicopter, Corporal Stegman, and I. After an extensive search the suspects were not located and the perimeter was lifted. Approximately 1 ½ hours later a citizen had spotted the suspects walking north bound in the 100 block of Arlington Avenue. Corporal Stegman and I spotted the suspects and after a brief foot chase another perimeter was established by Kensington and El Cerrito Officers. The female suspect was detained by Chief Harman and the male suspect was located in an attic of a residence that he had no connection with. After a brief standoff, the suspect was taken into custody without further incident. **After a preliminary hearing the suspect was ordered held to answer.**

KPD INVESTIGATIONS INFORMATION:

This month I helped in several patrol investigation, booking and transporting of suspects. I am finishing up several investigations and will be reporting on their progress next month (December).

As always I would ask that if you see anything suspicious to please call 911 and report it as soon as possible.

2014-3298 Burglary/ Lewd and Lascivious Acts Committed Against a Child.

On Monday, July 7, 2014, at 0113 hours, KPD Officers were dispatched to the 00 block of Lenox Road on a report of an unknown suspect found in bed with an 11 year old female victim. The suspect ran from the residence when the victim woke up and began to scream. An El Cerrito Police K9 unit searched the area but the suspect was not located.

At approximately 0439 hours, Berkeley Police Officers were dispatched to the 700 block Vicente Street in Berkeley for a reported prowler. Berkeley Police Officers stopped a subject matching the description of the Berkeley and Kensington suspect in the area of The Alameda and Tacoma Avenue in Berkeley.

An infield show-up positively identified Brian Hubbard, a black male adult, 22 years old, from the City of Richmond as the suspect in both incidents. Kensington Police took custody of Hubbard as the more serious crime occurred in Kensington. Hubbard was arrested and booked into the Martinez Detention Facility.

At a preliminary hearing Hubbard was ordered held to answer and charged with 2 counts of PC. 459/460(a), First Degree Residential Burglary with special circumstances and 3 count of PC. 288(b)(1), Forcible Lewd Act upon a Child, with additional enhancements. Hubbard's bail is set at \$2,250,000.00. This case is still under investigation and I am working with the Contra Costa County DA's Office.

KPD INVESTIGATIONS

- I made court runs to file cases and retrieve court notifications and had two arrest warrants signed by judges.
- I updated the KPD Case Review Log.
- I review all cases and incidents to ascertain if any further follow up is warranted.
- I reviewed the "Trak Flyer" messages and maintained the flyer board.
- I assisted WestNet in serving several search warrants, made arrests, and surveillance of suspects.
- Corporal Stegman and I attended a four day CNOA Conference in Anaheim California. The Conference was paid for through West NET training funds.

KPD Monthly Crime Statistics

November 2014

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arr
Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Assault	0	0	0	0	0
Residential Burglary	0	0	0	0	0
Larceny Theft	2	1	1	0	0
Vehicle Theft	1	0	1	0	0
Arson	0	0	0	0	0
Part 1 Totals	3	1	2	0	0
Other Crimes					
Auto Burglary	0	0	0	0	0
Identity Theft	0	0	0	0	0
Fraud	4	0	4	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	0	0	0	0	0
Sex Crimes (other)	0	0	0	0	0
Assault/ Battery (other)	0	0	0	0	0
Vandalism	2	0	2	0	0
Drugs	1	0	0	1	0
Warrant	2	0	0	2	2
Hit and Run Felony	0	0	0	0	0
Hit and Run Misdemeanor	0	0	0	0	0
Other Misdemeanor Traffic	1	0	0	1	0
Other Crime Totals	10	0	6	4	4
All Crime Totals	13	1	8	4	4
Traffic Accidents (Non Injury)	0				
Traffic Accidents (Injury)	0				

KPD Crime Statistics

YTD 2014

Part 1 Crimes	Reported	Open/ Pending	Suspended	Closed	Arres
Homicide	0	1*	0	0	0
Rape	1	0	0	1	1
Robbery	0	0	0	0	0
Assault	9	1	0	8	4
Residential Burglary	10	5	5	0	0
Larceny Theft	26	3	22	1	0
Vehicle Theft	4	3	1	0	0
Arson	1	0	1	0	0
Part 1 Totals	<u>51</u>	<u>12</u>	<u>29</u>	<u>10</u>	<u>5</u>
Other Crimes					
Auto Burglary	0	0	0	0	0
Identity Theft	22	9	13	0	0
Fraud	10	1	9	0	0
Forgeries	0	0	0	0	0
Restraining Order Violations/ Stalking/ Criminal Threats	1	0	0	1	1
Sex Crimes (other)	1	0	1	0	0
Assault/ Battery (other)	4	0	0	4	2
Vandalism	19	6	13	0	0
Drugs	10	0	0	10	10
Warrant	15	0	0	15	15
Hit and Run Felony	1	0	0	1	0
Hit and Run Misdemeanor	18	4	13	1	0
Other Misdemeanor Traffic	13	1	0	12	11
Other Crime Totals	<u>114</u>	<u>21</u>	<u>49</u>	<u>44</u>	<u>39</u>
All Crime Totals	<u>165</u>	<u>33</u>	<u>78</u>	<u>54</u>	<u>44</u>
Traffic Accidents (Non Injury)	35				
Traffic Accidents (Injury)	3				

* 2011 case

.. Chief Harman

We have just received some exciting news. Sergeant Kevin Hui has been accepted and will be assigned part time to the Northern California Computer Crimes Task Force. As you can see from our year to date crime statistics, identity theft and fraud are two of the main types of criminal activity we are now dealing with.

In reviewing Sergeant Hui's monthly report, you can see that he has already started thinking like a fraud investigator.

Not only will we benefit from Sergeant Hui working our cases with the Task Force, and the training and experience he will receive will benefit our department for years to come, the Task Force is picking up his salary and a portion of his benefits while he is assigned to them for the rest of this fiscal year.

This is what I call a win/win for us.

Congratulations Kevin, and good luck.

Memorandum

Kensington Police Department



To: KPPCSD Board of Directors

APPROVED YES NO

From: Gregory E. Harman, General Manager/ Chief of Police

Date: Friday, December 05, 2014

FORWARDED TO

Subject: Consent Calendar Item G- Correspondence

The District Correspondence received during the month of November.

- Item #1- Letter dated November 8, 2014, from Carolyn Linnard to the Board regarding the Bay View contract.
- Item #2- Letter received from Ruth Hanham commending Officer Doug Wilson for his kindness and courtesy during a traffic collision incident. (A portion of the letter redacted as it related to a traffic collision)
- Item #3- Letter received from Jim Watt to the KPPCSD Board regarding Agenda Item #1 on the December 11th KPPCSD Meeting Agenda.
- Item #4- Letter received from Gail Feldman to the KPPCSD Board regarding Agenda Item #1 on the December 11th KPPCSD Meeting Agenda.

November 8, 2014

Mr. Lea Welsh Chama. and
Board of Directors
Housington Police Protection and
Community Services District
617 Arleighton Avenue
Housington, CA

Dear Mr. Welsh and Board Members,

In negotiations over the Bay View Refuse contract
please have consideration for the elders in our community.
my ~~waste~~ garbage is totally contained in a milk carton.
I compost. I do not buy stuff anymore. That is all the waste.
You will not want the elders to continue to subsidize
those who put out large amounts of garbage and trash
or those who want green waste pick up twice a month
when we elders need it only twice a year!
Let there be fairness. Let those who put out
more garbage, trash, and green waste pay their fair share.

Speaking for the elders of Housington,

Carolyn Linnard
Purdue Avenue
Housington CA 94708-1136
11/14

2
a small accident
last
night

Sincerely, Dr Ruth A. Hanham
to
Officer

Wilson was wonderful.

Nov 11, 2014

RUTH A. HANHAM
KEI, WASHINGTON, WA 24707-1113

Dear Mr. Chief,
My husband
and I would
like to commend
Officer Doug
Wilson for his
kindness and
courtesy and
efficiency during

Dear KPPCSD Board,

December 5, 2014

I have taken a considerable interest in the proposed MOU with the Kensington police officers. While I realize this MOU attempts to balance the concerns of the District and its budgetary limitations against treating our police staff fairly, I believe the balance has swung to far in favor of the employees, especially in view of perceived budgetary problems. Here are some reasons.

Transfer Payments - Although it appears that the contract is primarily “net neutral”, since it replaces current pension expenditures with salary expenditures, this swap has unintended benefits for the employee and long-term costs for the District. By redirecting pension payments to salary the contract increases an officer’s pensionable income. This requires the District to pay more into the CalPERS pension plan and increases pensionable income at retirement. A 12% increase in salaries will add about \$120,000 in annual payroll. With the District’s annual pension obligations estimated at about 40% of salary, this adds another \$48,000 in annual costs. This number will escalate over time creating significant cumulative obligations.

Holiday Pay - Given the boost in pensionable income resulting from the above reference salary transfer, it would seem only fair that any other mechanism that could boost pensionable income at retirement should be discouraged or eliminated. One such mechanism to spike income prior to retirement is to accumulate holiday pay. Although the proposed MOU caps holiday pay at 200 hours it carves out an exception for holiday pay that has been accumulated to the date of the contract. 200 hours seems quite generous, and allowing additional days seems unnecessary in light of the improved pensionable benefits described above as transfer payments.

4th Year Adjustment - As written, the proposed MOU raises the employee’s share of pension costs from 9% to 12% in the 4th year of the contract. In talking with Kensington’s CalPERS representative, she indicated there was no legal requirement for the District to require employee’s to contribute up to 12%. If so, this last step should probably be eliminated since the evidence indicates that moving a contribution from pension to salary is good for the employee and not so good for the District.

Step Salary Adjustments - The MOU salary adjustments are built into the base pay rates for each rank in the department in the form of step increases. This means that not only will existing officers benefit from these enhanced salaries, but future officers entering the department will as well. This erodes some of the benefits of the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), which were to create a less costly program for officers who join PERS after January 1, 2013. It is suggested that the contract be rewritten to provide two different pay rates for each position – a practice used by other agencies.

Retirement - This new contract will provide an added incentive for senior officers to retire at the end of the 4-year contract when their salaries have peaked. Chief Harman has suggested that this is a real possibility. While this may result in a reduction in salaries it will also increase the number of Kensington employees in the pension/medical pool, which could drive up pension and medical costs. While the precise outcome is unclear, it does add a layer of uncertainty to the District’s long-term costs.

Legal Modifications - Page 4 of the MOU should say that New Members will receive pension benefits of 2.0% to age 50, increasing to 2.7% at age 57.

Other Employee Contracts - This MOU applies only to the officers and not the chief and other non-sworn district personnel. However, the chief’s and other District personnel are budgeted to

receive salary increases equivalent to those in the MOU, thereby adding further demands on salaries and benefits. These other contracts will create an added budget burden.

Vesting Changes – There appears to be no changes in the current policy that provides for employee vesting after five continuous years of service to the District. If not, is there an opportunity to extend this vesting time frame in order to reduce turnover as well as the added cost to District pension obligations? Most corporate plans today do not vest until 10 years of service.

Finance Committee Review – It is strongly recommended that any final decision concerning this MOU be delayed until after the Finance Committee has reviewed and approved a budget forecast that includes the estimated costs of this MOU, to include an appropriate time for the Board and members of the public to provide their comments. This course of action will comply with the Board’s stated goals of avoiding “burdens on the District” and any “current budget restrictions.”

Reserve Policy- The safety net of any budget is its reserves policy. The District relies on the state mandated minimum requirement of 10% of annual expenditures, which for the District is around \$300,000. Even president Welsh has acknowledged that this sum is woefully inadequate to meet the District’s cash flow needs, for contingencies and to build reserves for necessary capital improvements, like those needed in Kensington Park. A policy requiring a minimum of 25%, and a goal of 50%, should be established. When implemented, it will provide a much more meaningful yardstick to measure changes in reserve fund balances.

Theoretical Budget - I have worked with members of the KPOA to create a realistic long-range budget forecast given the absence of one approved by the Finance Committee. Pending an approved budget forecast, these projections, which are being submitted under separate letterhead, indicate there will be operating deficits for the next six years, requiring the District to draw down on its available cash reserves. These forecasts indicate that by budget year 19/20 the District will reach the required legal reserve limit, and by year 17/18 it will have less than three months of operating revenues in reserve – the generally accepted 25% minimum standard.

Phased contract implementation - If a final approved budget forecast suggests that expenditures will eclipse revenues then the Board needs to be wary about undertaking the obligations contained in this 4-year contract. To avoid being tied to a long-term expensive obligation, the MOU could be broken down into a phased implementation. Many commercial contracts do this by employing the use of options where future conditions are uncertain. A similar approach could be used here, with the contract structured with a primary one-year term followed by three, one-year options. Each option would be exercisable not sooner than six months, nor later than one month prior to the exercise date. This would allow the District to re-evaluate the MOU at annual increments before committing to the salary adjustments outlined below.

	<u>Term</u>	<u>Total Salary</u>	<u>Increase over previous year</u>
Year 1	Primary	\$862,151	\$38,589
Year 2	Option 1	\$898,933	\$36,782
Year 3	Option 2	\$937,725	\$38,792
Year 4	Option 3	\$983,223	\$45,498

The salary source comes from the Board’s summary handout.

I hope these comments and suggestions are helpful in your deliberations.

Jim Watt

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December 5, 2014

Dear KPPCSD Board members,

The proposed Memorandum of Understanding (MOU) with the Kensington Police Officers' Association will constitute a major 4-year investment for the District. With police related expenses representing over 80 % of the entire KPPCSD budget, we believe it is important that all parties, including taxpayers, have an opportunity to evaluate this contract and its potential impact on the long-term financial viability of the District.

At the November 2014 meeting, the District provided the first public summary of the provisions of the MOU and indicated it has an additional annual cost of \$233,500 by the fourth year of the MOU. The Board of Directors stated that the "goals" of those negotiating on behalf of the District were: 1) To provide terms that are competitive with other agencies – aiming at the median in salaries and benefits, and, 2) To consider budget restrictions and burdens on the District.

Several Kensington residents requested that this MOU be evaluated in the context of its impact on the District budget and finances, how the additional annual expenses would be paid for, and that the public, and the new Board members, be given adequate time to evaluate the terms of the contract and budgetary impacts.

The Finance Committee agendaized and discussed the proposed MOU on November 20, 2014. General Manager/Chief Harmon presented budget information and forecasts that were in very preliminary form, such that no action was taken by the Finance Committee on the forecast or MOU. Moreover, the GM/Chief indicated it might not be possible to produce a "cleaned up" version of these budgets by the December Board meeting.

Given the incomplete and piecemeal budget information available, Kensington Property Owners Association pulled together a group of concerned citizens who have spent a considerable amount of time confirming financial information to provide the most informed evaluation possible within the very short time frame we had available. Members of our group have visited with the County auditor (Robert Campbell), spoken with the CalPERS representative (Fritize Archuleta), met with the finance director for Moraga (Stephanie Hom) and done extensive on line research of other agencies and on other matters relevant to this contract. In the interest of total collaboration, and to produce the most desirable outcome for the District we would like to provide you with our initial findings.

BUDGET FORECASTS

Using the budget information provided by the District at the November Finance Committee meeting, we have produced a revised forecast (copy attached) that incorporates all of the latest information we were able to collect, including the increases to salaries and benefits resulting from the MOU. This information is annotated in the right hand margin opposite each individual line item where changes have occurred. The primary adjustments include:

Revenues

- As a starting point, property tax revenues for 2014/15 provided by the County Auditor/Controller are used, thereafter increasing at 2.5%/year as recommended by the Auditor/Controllers' staff.
- Other Revenues – These were consistent with the previous District forecast, except that CPI increases for several categories were dropped to 2.0% to be consistent with current CPI trends.

Expenditures

- Salary – We used the salary data provided by the District that assumes the Chief and all District staff will receive the same Cost of Living increases as provided in the police officers MOU.
- PERS–District - These calculations have been inserted in accordance with CalPERS assumptions contained in their October 2014 valuation report.

The budget forecast indicates that the District will have an operating deficit beginning next fiscal year and continuing to grow for the next five years, requiring the District to draw down 73% of its available cash reserves to operations. By the end of the term of the MOU in FY 2017/2018, the District is projected to have an annual operating shortfall of (\$154,600) and less than 3 months of operating revenues in reserve – a generally accepted minimum standard. By the year FY 2019/2020, the District will have only the 10% of operating expense as reserves, the legal reserve required by law.

We understand that a recommendation to adopt the MOU will be made at the December Board meeting. We believe such action would be imprudent and unwise until there is a plan to adequately address the budget and fiscal impacts resulting from the additional cost of the MOU. Furthermore, additional language could be incorporated in the MOU to require changes to the agreement if the District's Property Tax revenues are lower than operating expenses during any year of the contract.

We hope you will find our analysis helpful and look forward to a collaborative exchange of views.

Sincerely,

Gail Feldman, President KPOA

Paula Black
Kristine Hafner
John Sullivan
Jim Watt

Attachment: Revised Six Year Financial Forecast prepared by KPOA

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Salary and Benefits Expenditure (Est)

Code	Budget Year	14/15	15/16	16/17	17/18	18/19	19/20
502	Salary	\$1,017,770	\$1,055,936	\$1,100,814	\$1,147,598	\$1,182,026	\$1,217,487
504	Vacation/Comp	\$8,800	\$9,130	\$9,518	\$9,923	\$10,221	\$10,528
506	Overtime	\$45,000	\$46,688	\$48,672	\$50,741	\$52,263	\$53,831
508	Salary/Non-Sworn	\$81,900	\$84,971	\$88,562	\$92,347	\$95,117	\$97,971
	Subtotal	\$1,153,470	\$1,196,725	\$1,247,566	\$1,300,609	\$1,339,627	\$1,379,817
524	Social Security (6.2%) Non Sworn	\$5,078	\$6,500	\$6,777	\$7,065	\$7,276	\$7,495
516	Uniform Allowance	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
518	Safety Equipment	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
521A	Medical Insurance - Active	\$190,306	\$199,821	\$209,812	\$220,303	\$231,318	\$242,884
521R	Medical Insurance - Retired	\$135,748	\$142,535	\$149,662	\$157,145	\$165,003	\$173,253
521T	Medical Insurance - Trust	\$58,058	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
	Subtotal	\$399,690	\$409,357	\$426,752	\$445,013	\$464,097	\$484,132
527	P.E.R.S. - District	\$393,093	\$400,344	\$445,238	\$480,448	\$406,747	\$468,003
528	P.E.R.S. - Officers Portion	\$61,066	\$31,678	\$0	(\$4,428)	(\$5,461)	(\$6,525)
523	Medicare 1.45% (District)	\$16,308	\$17,469	\$18,206	\$18,975	\$19,541	\$20,123
522	Disab. & Life Insurance	\$5,240	\$5,502	\$5,777	\$6,066	\$6,369	\$6,688
530	Workers Compensation	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	\$56,570
	Subtotal	\$525,707	\$506,243	\$521,752	\$524,906	\$452,387	\$514,859
	Subtotal	\$2,078,867	\$2,112,325	\$2,196,089	\$2,270,529	\$2,256,111	\$2,378,808
601	Park & Recreation	\$7,800	\$8,093	\$8,437	\$8,796	\$9,060	\$9,332
602	Custodian	\$22,750	\$23,603	\$24,606	\$25,652	\$26,422	\$27,215
623	Social Security / 7.65% (District Match)	\$597	\$619	\$645	\$673	\$693	\$714
	Subtotal	\$31,147	\$32,315	\$33,688	\$35,121	\$36,175	\$37,261
	Total Salary & Benefits	\$2,110,014	\$2,144,640	\$2,229,777	\$2,305,650	\$2,292,286	\$2,416,069

Increase all staff salaries by MOU COLAs?

revised to reflect CALPERS Annual Valuation Report letter dated Oct 14

Estimated Operating Expenditures

	Budget Year	14/15	15/16	16/17	17/18	18/19	19/20
Growth	Salary & Benefits	\$2,110,014	\$2,144,640	\$2,229,777	\$2,305,650	\$2,292,286	\$2,416,069
	Police	\$332,213	\$340,519	\$349,032	\$357,758	\$366,702	\$375,870
	Recreation	\$88,940	\$91,164	\$93,443	\$95,779	\$98,173	\$100,627
	District Admin	\$337,439	\$327,000	\$340,898	\$349,420	\$358,156	\$367,110
	Total Operating Expenditures	\$2,868,606	\$2,903,323	\$3,013,150	\$3,108,607	\$3,115,317	\$3,259,676
***	Expenditures from Capital Reserve/Outlay	\$62,250	\$287,500	\$46,000	\$46,000	\$46,000	\$46,000
	Less saving from fewer vehicle purchases		(\$46,000)		(\$46,000)		(\$46,000)
	Total Expenditures	\$2,930,856	\$3,144,823	\$3,059,150	\$3,108,607	\$3,161,317	\$3,259,676

Reduced by \$79,000 for Garbage Service RFP

FY 15/16 includes Community Center expense

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Operating							
REVENUES (Estimated)	14/15	15/16	16/17	17/18	18/19	19/20	
Property Taxes	\$1,432,590	\$1,468,405	\$1,505,115	\$1,542,743	\$1,581,311	\$1,620,844	Property Tax increase assumptions from County
Homeowners Tax	\$12,500	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	In FY 15, adjusted to show the Homeowners Tax separately from Property Tax.
Special Tax	\$681,900	\$681,900	\$681,900	\$681,900	\$681,900	\$681,900	revised per the county auditor
Measure G Supplemental Tax	\$497,865	\$507,822	\$517,979	\$528,338	\$538,905	\$549,683	revised down to reflect CPI of 2% not 2.5%
COPS Grant Revenue	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	must be used for specific police purposes
Other Police Revenue	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	CPI assumption revised down to 2%
Park O&M Assessment	\$33,000	\$33,660	\$34,333	\$35,020	\$35,720	\$36,435	CPI assumption revised down to 2%
Community Center Revenue	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
Other Park / Rec Revenue	\$600	\$600	\$600	\$600	\$600	\$600	
Other District Revenue	\$350	\$350	\$350	\$350	\$350	\$350	
Officer Reimbursement	\$36,000						for Officer Hui training in Sacramento
WCCUSD contribution	\$25,000	\$25,000	\$25,000				This is projected may be less depending on charges by District
Total Revenues	\$2,871,805	\$2,882,737	\$2,930,277	\$2,953,951	\$3,003,787	\$3,054,812	
Beg Cash Carryover	\$1,318,631	\$1,259,580	\$997,494	\$868,621	\$713,965	\$556,435	
Total Operating Funds Available	\$4,190,436	\$4,142,317	\$3,927,771	\$3,822,572	\$3,717,752	\$3,611,246	

Revenue / Expenditure Summary							
Budget Year	14/15	15/16	16/17	17/18	18/19	19/20	
Planned Use of Reserves (+)	\$62,250	\$241,500	\$46,000		\$46,000		FY 15/16 assumes using reserves for cc expense
Total Revenues (+)	\$2,871,805	\$2,882,737	\$2,930,277	\$2,953,951	\$3,003,787	\$3,054,812	
Total Expenditures (-)	\$2,930,856	\$3,144,823	\$3,059,150	\$3,108,607	\$3,161,317	\$3,259,676	Includes Planned Use of Reserves
Budgeted Operations Surplus / (Deficit)	\$3,199	(\$20,586)	(\$82,873)	(\$154,656)	(\$111,530)	(\$204,864)	
Total Expenditures	\$2,930,856	\$3,144,823	\$3,059,150	\$3,108,607	\$3,161,317	\$3,259,676	
Total Operating Funds Available	\$4,190,436	\$4,142,317	\$3,927,771	\$3,822,572	\$3,717,752	\$3,611,246	
Total Fund Balance Available for carryover	\$1,259,580	\$997,494	\$868,621	\$713,965	\$556,435	\$351,570	
Less Reserve for Contingency	\$293,086	\$314,482	\$305,915	\$310,861	\$316,132	\$325,968	10% of expenditures, as required by law.
Ending Funds Available after Contingency	\$966,494	\$683,012	\$562,706	\$403,104	\$240,303	\$25,603	
Restricted Funds							
Franchise Fees	\$21,000	\$42,000	\$43,050	\$44,126	\$45,229	\$46,360	Franchise Fees are restricted funds; moved from available operating funds

Assumptions

Property Tax increase	9%	2.50%	2.50%	2.50%	2.50%	2.50%
CPI increase		2.00%	2.00%	2.00%	2.00%	2.00%
Medical costs increase		5.00%	5.00%	5.00%	5.00%	5.00%
Salary increase	3.75%	3.75%	4.25%	4.25%	3.00%	3.00%

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Office Report prepared by Marty Westby, Administrator
Kensington Community Council Board Meeting
December 1, 2014

KASEP:

FALL KASEP classes end Friday, December 19th.

Winter KASEP online registration begins this Tuesday, December 2nd at 7:30pm. Online registration and payments are accepted on the website WWW.KensingtonCommunityCouncil.Org. Families can register for kindergarten classes, KASEP classes and KCC children's classes all at the same time and on the same website. Winter KASEP is offering 4 new classes: Knitting on Fridays, Mixed Media for Kinder on Tuesdays, Muffin Madness for older students, Mondays and a second section of Science and Inventions on Wednesdays.

The KASEP Winter Celebration, showcasing student work, is scheduled for Thursday December 11th from 5:00 – 6:00pm at the community center. KASEP Drama will be first on the program, followed by Recorder students, Karate, Circus, and last, Dance and Movement students. The evening will conclude with holiday songs with Jim Fisher on the banjo.

The office will be closed during the school break, December 22 - January 2, 2015.
WINTER KASEP Classes start Monday, January 5, 2015.

KCC Classes and Events:

KCC Adult exercise classes: Jazzercise, Body Sculpting, Acrylic Artists, and Zumba will break for the holidays and will resume the week of January 5th.

KCC Administrative:

Invitations to all Kensington Community Council "K" groups and Hilltop School Parent Groups will be mailed out the week of December 8th, inviting them to attend the Annual KCC K group meeting. The meeting will be held in the Recreation Building, Monday January 12, 2015 at 7:30pm.

The Annual Fall Fund Drive continues with many thanks to our generous community.

December 2014

December 2014							January 2015						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 30	Dec 1 7:00pm *Cub-Scouts* (CCM) 7:30pm KCC Board Mtg (CCM)	2 7:30pm *Boy Scouts (CCM)	3 7:00am AA (CCM)	4 7:15pm EBC (CC 1)	5 8:00am Course "A" - A/O reminder (MCDF Range) - Charlene Jacquez	6 5:00pm CC Rental (CCM)
7	8 6:00pm KPSC (CC3) 7:00pm *Cub-Scouts* (CCM)	9 7:30pm *Boy Scouts (CCM)	10 7:00am AA (CCM) 6:00pm *GPFF - Holiday Dinner (CCM) 7:00pm *KFD Mtg (CC3)	11 6:00pm KPPCSD Mtg (CCM)	12 5:30pm Girl Scouts - Ornament Decoration Event (CCM)	13
14 1:00pm CC Rental (CCM)	15 4:00pm *Girl Scouts* (CCM) 7:00pm *Cub-Scouts* (CCM)	16 7:30pm *Boy Scouts (CCM)	17 7:00am AA (CCM)	18	19	20
21	22 7:00pm *Cub-Scouts* (CCM) 7:30pm *KIC (CC3)	23 7:30pm *Boy Scouts (CCM)	24 7:00am AA (CCM) 4:00pm CC Rental (CCM)	25	26 4:00pm CC Rental (CCM)	27
28	29 7:00pm *Cub-Scouts* (CCM)	30 7:30pm *Boy Scouts (CCM) 7:30pm *KMAC (CC3)	31 7:00am AA (CCM)	Jan 1, 15	2	3

January 2015

January 2015						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2015						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 28	29	30	31	Jan 1, 15 7:15pm EBC (CC 1)	2	3
4	5 7:00pm *Cub-Scouts* (CCM)	6 7:30pm *Boy Scouts (CCM)	7 7:00am AA (CCM)	8 6:00pm KPPCSD Mtg (CCM)	9	10 3:00pm CC RENTAL (CCM)
11	12 4:00pm *Girl Scouts* (CCM) 7:00pm *Cub-Scouts* (CCM)	13 7:30pm *Boy Scouts (CCM)	14 7:00am AA (CCM) 6:00pm *GPFF (CCM) 7:00pm *KFD Mtg (CC3)	15 7:15pm EBC (CC 1)	16	17
18	19 7:00pm *Cub-Scouts* (CCM)	20 7:30pm *Boy Scouts (CCM)	21 7:00am AA (CCM)	22	23	24 8:00am CC Rental (CCM)
25 9:00am Kensington Nursery School (CCM)	26 7:00pm *Cub-Scouts* (CCM) 7:30pm *KIC (CC3)	27 7:30pm *Boy Scouts (CCM) 7:30pm *KMAC (CC3)	28 7:00am AA (CCM)	29	30	31

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General Manager November 2014 Report

Budget

Recently, there have been several changes in revenue and expense projections, which were discussed at the November 20th meeting of the Finance Committee. During the discussion of the proposed contract with the Kensington Police Officer's Association, the following information was provided:

Major points of the proposed contract with the KPOA:

4 Year contract;

District saves the costs (time & money) associated with negotiating 2 or more contracts.
District can plan/ budget for the salary costs over the term of the contract.

Salary increases and Officer Paybacks towards Pension;

3.75% first and second years with 3% payback into PERS by the officers the first year and 6% payback into PERS by the officers the second year.

4.25% third and fourth years with 9% payback into PERS by the officers in year three and 12% payback into PERS the fourth year.

Total salary increase over 4 years is 16% with the officers paying 12% back into PERS by 2018.

Total cost of the contract to the District over 4 years is \$233,451.

However, with the KPOA agreeing to no retroactive pay once the contract is signed, the District will save \$14,000 this fiscal year on the cost of the contract. So total cost of the contract over four years is reduced and will be:

$$\$233,451 - \$14,000 = \$219,451$$

Additionally, the cost of the contract to the District this fiscal year would have been \$28,000, that would have been added to the estimated \$ 268,000 budgeted shortfall.

However, the savings resulting from a contract that is not retroactive to July 1, 2014 reduces the shortfall by \$14,000, to \$ 282,000.

Medical Benefit 100/90 Formula;

Currently, officers retiring from service from Kensington with at least 5 years of CalPERS service are eligible for retirement medical benefits for the officer and their

dependents for life. This benefit cannot be changed or adjusted, however, with the 100/90 Formula, new officers hired will have to work in the CalPERS System for 20 years before receiving the medical for life benefit, and will have to retire from Kensington after at least 5 years of service to receive the 100% medical benefit. If the officer only works for Kensington for 10 years, they are only eligible to receive 50% of their medical for life benefit.

Vacation Accrual;

Officers will only be allowed to accrue 200 hours of vacation time and once that limit has been reached, no further vacation can be earned until they fall below the 200 hours. This will limit the District's pay out liability when officers leave their employment with the District.

So, the cost of the contract over 4 years is \$220,000, the major question is how are we going to pay for it, especially, since we already have a budget shortfall now this fiscal year.

Let's now look at the projected budget shortfall for fiscal year 2014-2015.

In July, the KPPCSD Board passed the 2014/15 budget with an estimated shortfall of \$268,000. We already know the KPOA contract will cost us an additional \$14,000 this fiscal year, bringing the total estimated shortfall to \$282,000.

	\$282,000	New Budgeted Shortfall
Less	\$100,000	COPS Grant, by law we cannot take this grant into account in preparing our budget.
Less	\$42,000	Possible additional funding that we will receive from property taxes. On 11/19/14, we received information from the County Assessor's Office that we could expect an additional 9.29% increase in property tax revenue over the amount we collected last fiscal year. When we estimated our revenues from property tax this year, we estimated a 6% increase in property tax revenue over last year. If we collect an additional 3%, we can expect an additional \$42,000 to District revenues.
Less	\$25,000	West Contra Costa Co Unified School District grant of up to \$50,000 a year for next 3 years for reimbursement of law enforcement expenses. The Board approved the acceptance of the grant at the last Board meeting; however, it is unlikely that we will be able to be reimbursed for the full \$50,000. The grant will cover the \$10,000 for the reimbursement of the crossing guard and we should be able to bill the school district an additional \$15,000 for law enforcement and security services we provide the school during the year.
Less	\$36,000	Sgt. Hui will be assigned 20 hours per week to the Northern

Ca Computer Crimes Task Force starting January 1st to the end of the fiscal year. The Task Force will reimburse the District for his salary and 35% of the cost of his benefits while he is assigned to them. Master Sergeant Hull will be reassigned to cover Sergeant Hui's Watch Commander duties, eliminating the need for overtime.

Less \$78,000

With the District negotiating with Bay View directly and avoiding the RFP process, we have saved an estimated \$78,000 of the estimated budgeted cost of the RFP process.

Total reduction to the \$282,000 shortfall as a result of additional revenue and cutting of expenses is \$281,000. We have paid for the first year of the contract and have eliminated the shortfall for this fiscal year.

Now the question that still remains, how will we pay for the remaining three years of the contract and what will our fiscal position be?

Now that we have estimated that we have balanced our Fiscal Year 2014/15 shortfall that would leave a cash reserve balance of \$1,384,000, as indicated in the current 2014/15 Budget.

Projecting forward, we can now adjust our cash reserve estimates by the following revenue changes:

Estimating an increase of 2.5% property tax revenue each year.
The County Assessor's 2014/15 adjusted property tax values, in which we now can expect an additional \$42,000 each year collected as a result of the new assessments.
An additional \$50,000 the next two years from the school district.

We also need to adjust the following changes in projected expenses:

The cost of the new KPOA contract over the next 3 years.
Plus estimating a possible 3% increase in salary increases for years 5 & 6.
An across the board CPI increase 2.5% on all expenses.
An estimated 5% increase on the cost of medical benefits each year.

Finally, making the capital expense adjustment of not purchasing police vehicles in 3 of the next 5 years as originally planned.

The charts on the next two pages provides an estimate of revenue and expenses for the next five years.

Revenue						
Budget Year	2015/16	2016/17	2017/18	2018/19	2019/20	
401 Property Tax	1479198	1516178	1554082	1592934	1632757	
Homeowner Tax	13000	13000	13000	13000	13000	
402 Police Tax	680000	680000	680000	680000	680000	
404 Measure G	513979	526829	539999	553499	567336	
415 COPS Grant	100000	100000	100000	100000	100000	
418 Other Police Rev	22000	22000	22000	22000	22000	
424 Park O&M Assessment	33825	34671	35,538	36426	37337	
427 Community Center Rev	30000	30000	30000	30000	30000	
438 Other Park & Rec Rev	600	600	600	600	600	
448 Franchise Fess	42000	42000	42000	42000	42000	
458 WCCSD Reimbursement	25000	25000	0	0	0	
Total Revenue	2939602	2990278	3017219	3070459	3125030	

Expenses						
502 Police Salary	1055936	1100813	1147598	1182026	1217487	
504 Vacation/ Comp	9130	9518	9923	10221	10528	
506 Overtime	46688	48672	50741	52263	53,831	
516 Uniform Allowance	8000	8000	8000	8000	8000	
518 Safety Equipment	2500	2500	2500	2500	2500	
521A Medical-Active	199821	209812	220303	231318	242884	
521R Medical-Retired	142536	149663	157146	165003	173253	
521T Medical-Trust	50000	50000	50000	50000	50000	
522 Disability& Life Ins	5502	5777	6066	6369	6688	
523 Medicare 1.45% District	17469	18206	18975	19541	20123	
527 PERS District Portion	402806	412876	423198	433778	444622	
528 PERS Officers Portion	31678	0	-34428	-35461	-36525	
Sub-Total Police Sal&Ben	1972066	2015837	2060022	2125558	2193391	

Budget Year	2015/16	2016/17	2017/18	2018/19	2019/20
508 Salary Non-Sworn	84971	88582	92347	95117	97971
524 Soc Sec 6.2% Non-Swo Dist	6500	6777	7065	7276	7495
601 Salary Park & Rec	8093	8437	8796	9060	9332
602 Custodian	23,603	24606	25652	26422	27215
623 Soc Sec 7.65% District	619	645	673	693	714
Sub-Toatal Non-Sworn	123786	129047	134533	138568	142727
530 Workers Comp Ins	51,250	52531	53845	55191	56570
Total Salary & Benefits	2147102	2197415	2248399	2319317	2392689
Other District Expenses					
Police	340519	349032	357758	366702	375870
Park & Rec	91164	93443	95779	98173	100627
District Administration	327000	340898	349420	358156	367110
Sub-Total	2905785	2980788	3051356	3142348	3236296
Capital Exp					
Patrol Vehicle		46000		46000	
Community Center Remod			241500		
Total Exp	2905785	3026788	3292856	3188348	3236296
Total Projected Rev	2939602	2990278	3017219	3070459	3125030
Total Exp	2905785	3026788	3292856	3188348	3236296
Proj Surplus-Shortfall	33817	-36510	-275637	-117889	-111266
Beg Cash Reserves	1384000	1417817	1381307	1105670	987781
Proj Surplus-Shortfall	33817	-36510	-275637	-117889	-111266
Ending Cash Reserves	1417817	1381307	1105670	987781	876515

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A summary of our estimated future cash reserves at the end of next five based on the above projections:

	2015/16	2016/17	2017/18	2018/19	2019/20
Cash Reserve	1,384,000	1,417,817	1,381,307	1,105,670	987,781
Est. Revenue	2,939,602	2,990,278	3,017,219	3,070,459	3,125,030
Est. Expenses	2,905,785	3,026,788	3,292,856	3,188,348	3,236,296
Surplus/Shortfall	33,817	(36,510)	(275,637)	(117,889)	(111,266)
Cash Reserve	1,417,817	1,381,307	1,105,670	987,781	876,515

(In order to use the \$158,000 we have available to us from the Measure WW Grant, we needed to use \$241,500 of reserves in (or by) Fiscal Year 2017/18. While depleting the reserves, we however gained an additional \$158,000 in grant funding, totaling \$399,500 towards the remodel of the Community Center)

How can we increase our cash reserves over this period of time?

There are primarily two ways in which we can increase our reserves at the end of this five year period.

The first would be to reduce the expense of legal fees from the current budgeted expense of \$150,000 each year. So far this fiscal year, we are on budget to expense the \$150,000 for legal fees. However, our current litigation is coming to a close, and unless another unexpected lawsuit is filed against us, we should be able to reduce our legal fee expenses during the next five years. By simply reducing our legal fee expenses by \$25,000 each year, this would give us an additional \$125,000 in cash reserves by the end of Fiscal 2020.

The second would be to not immediately fill the next police officer position that opens up to benefit from a salary savings for a period of time. As mentioned to the Finance Committee, we expect at least two members of our department to retire within the next three to five years.

Historically, the department has experienced an attrition rate of about 15% a year. So in order to help balance past budgets, an officer would not be hired immediately upon an opening, saving on salary and benefits for a period of several months. However, if the position were left vacant for too long, overtime costs would increase, as would time off requests and sick leave, causing staffing shortages resulting in increased response times, and officer safety issues. Additionally, you start to lose the cost savings of not hiring immediately after having an open position that you had gained.

During the past three years, we have been fully staffed, and have not been able to benefit from leaving a position open for a short period of time.

With two members of the department retiring within the next 5 years, and by not immediately filling those positions for a period of three months, we could expect a salary and benefit savings of approximately \$40,000 to \$50,000 for each one. That would generate an additional \$100,000 to the cash reserves by the end of Fiscal Year 2020 without effecting police services too much.

If we were to successfully implement the above two budget savings measures that would increase cash reserves by \$225,000 for a cash reserve balance of \$1,101,515 at the end of Fiscal Year 2019/20.

Kensington Park

Community Center & Annex

On June 3rd, Measure L (The Community Center Safety Project bond measure) lost in the election. This means that the Park Buildings Committee and the KPPCSD Board will need to re-group and determine how we will move forward with the repairs and upgrades to the Center.

Park Repairs

In November, the following repairs were made in the park in addition to our normal maintenance items:

Drain installation to the rear of the Community Center, \$980

*Please note that most of the repairs that we make in the park are the result of vandalism. If you see vandalism being committed, please call the police department immediately.

Fuel Reduction Project

The Park & Recreation Committee has formed a sub-group and has called on citizen volunteers to begin a wild land fire fuels reduction project in the park. The group's first project area is the area surrounding the Community Center. The next round of cleanup dates will be continuing on Thursdays, during December, from 2 to 5 PM.

Those wishing to volunteer for future projects can contact me for information on dates and projects scheduled.

Emergency Preparedness

The agenda and the minutes of the Public Safety Council posted are on the KPPCSD web page.

On Thursday, November 6th, at 7PM, the KPSC hosted a "Reducing Fraud Risks

Workshop", at the Community Center.

The next meeting of the Kensington Public Safety Council will take place Monday, December 8th, at 6:00 PM at the Community Center Room #3.

Solid Waste & Recycling

Great news! The KPPCSD Board voted to contract with Bay View at its November 13th meeting. Not only do we get to continue our great service with Bay View, we were able to avoid the costs of the request for proposal process.

Please go to the District's website to view the new contract.

Website

The new and improved District website is up and running!

We are continuing our efforts to post more documents and fine tune the site.

The Board packets, monthly reports, minutes, recordings of the KPPCSD Board Meetings, and our Bay View – County Solid Waste contracts are available for review on our website at: www.kensingtoncalifornia.org

Check it out!

DISTRICT - NEW BUSINESS Item #1

Directors Chuck Toombs & Pat Gillette will present the proposed contract between the District and the Kensington Police Officer's Association.

Board Action.

Memo to: Kensington Police Protection and Community Services District Board

From: Chuck Toombs, Director

Re: Memorandum of Understanding between the Kensington Police Protection and Community Services District and Kensington Police Officers' Association Effective Date until June 30, 2018 ("MOU")

Date: December 4, 2014

Attached please find the following material for review and discussion at the upcoming District Board meeting regarding the proposed MOU as background for your consideration:

1. Copy of draft MOU, as presented at the District Board meeting on November 13, 2014.
2. KPOA 2014-2018 Proposed Contract overview, with a breakdown of the Cost of the Proposed POA Contract, also presented at the District Board meeting on November 13, 2014. In addition to other changes set forth therein, the District focused on negotiating pay raises which District employees would then be required to pay towards their share of pension costs. The District also focused on introducing a more robust vesting schedule for retiree health care benefits that require new hires to retire from the District with at least 5 years of District service and up to 20 years of PERS service with any agency including the District before becoming fully vested in the District's retiree health plan benefits.
3. A copy of the Final Report captioned Total Compensation Study for the Kensington Police Protection and Community Services District, dated June 2013 (the "2013 Koff Report"). This was prepared as a privileged document and was never released to the KPOA or the public during negotiations with the KPOA as was the District's privilege. The District has decided to release this document now to the new Board and the public because it provides a comprehensive review of the decisions and calculations involving comparable pay for different agencies.

The District used this Report for purposes of correctly measuring the 2013-2014 raise negotiated with the KPOA. However the 2013 Koff Report was not as useful for the current MOU primarily because it did not reflect current information by the time negotiations began. The District chose not to update it because the thrust of District negotiations was not over providing comparable salaries so much as it was to compel the KPOA to accept bargained for cost sharing towards pension benefit costs along with new and more aggressive vesting for retiree health plan benefit costs applicable to newly hired employees.

The 2013 Koff Report is still of some value because it reflects the many considerations that are necessary to accurately compare the total compensation for District police officers against the total compensation for other comparator agencies. We believe it will provide helpful context when considering police salaries in general and total compensation in particular.

4. A document that I prepared with assistance from then Director Linda Lipscomb, captioned Comparison of Police Salary for Kensington and Similar Cities finalized on December 3, 2014 (the "Comparison"). This reflects my own individual research on how Kensington's salary compares with salaries paid to 5 comparator cities previously reviewed in the 2013 Koff Report and updated with my independent research based on access to the latest public records available for each comparator city.

Please note that each comparator city provides for salary increases to the agency employees which are coupled with employee give backs towards payment of the employee's share of pension costs. Please note further that CalPERS has revised the manner and method of how employers calculate their contributions to PERS; however calculation of the employee component remains unchanged and the employee's payment towards pension costs is still measured in terms of a percentage of the employee's salary.

This document should give the Board an idea on how the District's base salary and pension give backs for its officers ranks in comparison with 5 of the comparator agencies. A quick review indicates that Kensington ranks down at the bottom of salaries even with the give-backs. As noted, in each case, the agencies give raises to the employees who in turn pay the funds towards their share of pension costs. This is now the rule, rather than the exception as public agencies like Kensington move towards mandatory cost sharing for pension benefits with employees.

5. Back up material with excerpts from different comparator MOU's and other comparator records used in computing the information listed in the Comparison for review.

You will receive under separate cover a memorandum prepared by General Manager/Chief of Police Harman which details the financial impact of the MOU on the District's planned spending over the next four years.

Please carefully review this material and be prepared to discuss it in depth at the upcoming Board meeting.

Thanks.

MEMORANDUM OF UNDERSTANDING
Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

Effective Date until June 30, 2018

This Memorandum of Understanding is made and entered into on _____, 2014, 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. This Memorandum of Understanding will become effective immediately upon its ratification by the Association and the District (the "Effective Date").

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 concluded; 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

Eligible Employees

The District shall provide a health plan through the Public Employees' Retirement System Health Benefit Program. The District will pay the health care premiums at the rate for the Kaiser Bay Area HMO plan for the eligible employee and his or her eligible dependents. If the employee chooses a plan other than the Kaiser Bay Area HMO, the employee shall be solely responsible for all costs over the rate for the Kaiser Bay Area HMO plan. The District shall also provide and pay the premiums for a vision plan through VSP, and a dental plan through Delta Dental,

maintaining the same benefit package as is currently agreed upon per previous contracts. The District will pay the premiums for the eligible employee and his or her eligible dependents.

Eligible Retirees:

The District will pay the health care premiums at the rate for the Kaiser Bay Area HMO plan for former employees who have retired and are eligible for retiree health benefits, and their eligible dependents. Employees and dependents become eligible for this coverage at retirement or disability retirement from the District and with appropriate service under PERS. If the retiree chooses a plan other than the Kaiser Bay Area HMO, the retiree shall be solely responsible for all costs over the rate for the Kaiser Bay Area HMO plan. To the extent required by the Public Employees' Medical and Hospital Care Act (PEMHCA), retirees may be required to apply for, enroll in, and pay the cost of Medicare. An eligible retiree who qualifies for and is eligible for Medicare, to the extent required by PEMHCA, will be enrolled in a CalPERS Medicare supplement plan, and the District will pay the Kaiser Bay Area HMO Medicare supplement rate in effect at the time (e.g., the Kaiser Permanente Senior Advantage rate) instead of the regular Kaiser Bay Area HMO rate.

Employees (including their dependents) hired after the date of ratification of this agreement, or the date Section 22893 of the California Government Code becomes applicable to the District in accordance with CalPERS procedures, whichever is later, shall be eligible for retiree medical benefits under the 100/90 formula as set forth in California Government Code Section 22893.

B. 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;

Beginning with the first full pay period after ratification of this agreement by the Association and the District, the employee rate of contribution for Classic

Members will be 9%. The District will pay 66⅔% of each Classic Member's employee contributions as Employer-Paid Member Contributions ("EPMC").

Beginning with the first full pay period after July 1, 2015, the employee rate of contribution for Classic Members will be 9%. The District will pay 33⅓% of each Classic Member's employee contributions as EPMC.

Beginning with the first full pay period after July 1, 2016, the employee rate of contribution for Classic Members will be 9%, The District will not pay any portion of Classic Members' employee contributions as EPMC.

Beginning with the first full pay period after July 1, 2017, Classic Members must contribute 50% of the normal cost of pension benefits, as defined by CalPERS, or 12% of reportable compensation, whichever is less. The District will not pay any portion of the Classic Members' employee contributions as EPMC.

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)).

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.

C. Life Insurance

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The District shall reimburse each officer each year of this agreement in an amount up to but not to exceed Two Hundred Dollars (\$200.00) upon proof of purchase of a minimum \$100,000 term life insurance for the officer.

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

E. 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.

F. 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. A medical professional's note is required for any period of sick leave that exceeds three (3) consecutive days.

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.

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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:

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

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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 200 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 200 hours through the use of vacation leave. Current employees may retain any vacation accrued as of the Effective Date of this contract without having such accrual counted as part of the 200 hour accrual limit.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.

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EFFECTIVE with the first full pay period after ratification of this agreement by the Association and the District, the District and the Association agree the District will compensate all members of the Association as follows:

Year One of the contract term (Effective Date-June 30, 2015), the District agrees to increase salaries 3.75%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after ratification of this agreement by the Association and the District, through the first pay period ending after June 30, 2015, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,136.56	\$8,380.66	-----	-----	-----
Sergeant	\$7,090.87	\$7,374.50	\$7,595.73	\$7,899.58	-----
Corporal	\$7,028.04	-----	-----	-----	-----
Officer	\$5,557.15	\$5,862.80	\$6,185.25	\$6,525.44	\$6,890.22

Year Two of the contract term (July 1, 2015-June 30, 2016), the District agrees to increase salaries 3.75%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after July 1, 2015 through the first pay period ending after June 30, 2016, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,441.68	\$8,694.93	-----	-----	-----
Sergeant	\$7,356.78	\$7,651.04	\$7,880.57	\$8,195.81	-----
Corporal	\$7,291.59	-----	-----	-----	-----
Officer	\$5,765.54	\$6,082.66	\$6,417.20	\$6,770.14	\$7,148.60

Year Three of the contract term (July 1, 2016-June 30, 2017), the District agrees to increase salaries 4.25%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after July 1, 2016 through the first pay period ending after June 30, 2017, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,800.45	\$9,064.46	-----	-----	-----
Sergeant	\$7,669.44	\$7,976.21	\$8,215.49	\$8,544.13	-----
Corporal	\$7,601.48	-----	-----	-----	-----
Officer	\$6,010.58	\$6,341.17	\$6,689.93	\$7,057.87	\$7,452.42

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Year Four of the contract term (July 1, 2017-June 30, 2018), the District agrees to increase salaries 4.25%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective with the first full pay period after July 1, 2017 through the first pay period ending after June 30, 2018, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$9,174.47	\$9,449.70	-----	-----	-----
Sergeant	\$7,995.39	\$8,315.20	\$8,564.65	\$8,907.26	-----
Corporal	\$7,924.54	-----	-----	-----	-----
Officer	\$6,266.03	\$6,610.67	\$6,974.25	\$7,357.83	\$7,769.15

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 three (3) specific times per year, with a maximum cash-in for forty (40) hours each date. Employees will be allowed to hold a maximum of one hundred (100) hours on the books. The specific dates are:

July 1, November 1, and March 1

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 three (3) 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 two and one-half percent (2.5%) of their base salary shall be paid to qualified personnel who obtain an Advanced POST Certificate.

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

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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 eight hundred dollars (\$800.00) per year, to be paid in twenty-four (24) installments of \$33.33.

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

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 one thousand dollars (\$1,000.00). 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 thirteen (13) Holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day and day after and Christmas. Employees shall also receive pay for their birthdays. 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. 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.

D. 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.

E. 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.

F. 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 this Memorandum.

G. 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.

H. Right of Appeal to Matters Involving Discipline

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.

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 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 XIV 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.

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 XV DURATION

This agreement shall be in full force and effect from the Effective Date through June 30, 2018.

Kensington Police Protection &
Community Services District
Board of Directors

Kensington Police Officers
Association Representatives

Len Welsh, Board President

Keith Barrow, KPOA President

REV: October 28, 2014

By Gregory E. Harman
General Manager / Chief of Police

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KPOA 2014-2018 PROPOSED CONTRACT

WHAT IS THE LAW?

The law requires us to bargain in good faith with our police force over terms, conditions and privileges of employment. We must engage in the collective bargaining process on every issue that impacts the work performed, the compensation for that work, and issues that arise in the workplace regarding that work.

We are also regulated by laws and regulations relating to PERS and by how the courts have interpreted these legal authorities. These laws impact what we are allowed to change in the contract, particularly relating to health benefits and retirement benefits.

WHAT WAS THE PROCESS WE FOLLOWED?

- Reviewed the previous contract.
- Met several times with policies officers.
- Took direction on negotiating points from entire Board.

WHAT WERE OUR GOALS AND RESTRICTIONS?

- Keep our local police department. Pay our police at a fair and competitive rate – aiming to the median in salaries and benefits.
- Provide contract terms and conditions that are competitive with other agencies and that will continue to attract high caliber peace officers, while retaining the current police officers.
- Current budget restrictions.
- Future burdens on District.

WHAT WERE THE PRIMARY ISSUES IN THE NEGOTIATION?

- Contributions toward health benefits and vesting in retiree health benefits:
 - Legal limitations.
 - Retiree issues.
- Phase out of Employer Paid Member Contributions (“EPMC’s”)- the portion of CalPERS member contributions paid by the District - shifting District paid employee pension costs to the police officers.
- Appropriate salary increases.
- Redrafting of ambiguous and confusing contract language.

HOW DID WE ARRIVE AT THE FINANCIAL TERMS?

- We want to pay our officers fairly and within our budget constraints
 - Last year the officers received a 3% increase.
 - Prior to that, the officers had not had a pay increase since their contract ending in June 2010.
- The proposed pay increase is coupled with a phased reduction in the portion of the member contributions paid by the District to CalPERS for classic members (i.e., officers who became a member of CalPERS before January 1, 2013 and who have a 3% at 50 retirement benefit):
 - In year 1, the officers will receive a 3.75% pay increase, but they will pay 3% of pay as a member contribution to CalPERS for a net increase in pay of .75%.
 - In year 2, the officers will receive a 3.75% pay increase, but they will pay an additional 3% of pay as a member contribution to CalPERS, a net pay increase of .75%.
 - In year 3, the officers will receive a 4.25% pay increase, but they will pay an additional 3% of pay as a member contribution to CalPERS, a net pay increase of 1.25%.
 - In year 4, the officers will receive a 4.25% pay increase, but they will be required to contribute 50% of the normal cost rate

–the present value of projected benefits for the current year of service expressed as a percentage of payroll- up to 12% of reportable compensation. The current normal cost is around 27% so their year 4 contribution would be 12% of CalPERS reportable compensation, requiring them to pay an additional 3% of pay as a member contribution to CalPERS and they would receive an estimated net pay increase of 1.25%:

- Over the 4 years of the MOU, the officers will receive a gross pay increase of 16% but will be required to contribute an estimated 12% of pay as member contributions to CalPERS .
 - The net cost to the district over the entire four years is projected at \$233,451.
 - These financial terms will go into effect as of January 2015 once the District has filed necessary enabling resolutions with CalPERS.
- New Members (i.e., generally any officer who first becomes a member of PERS on or after January 1, 2013) will get the same pay increases, but will have their CalPERS pension benefits determined in accordance with the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), with a new benefit tier of 2.7% at 57 based on three-year highest average pay, limits on and a new definition of pensionable compensation, and member contributions equal to 50% of the normal cost of pension benefits, with no cap.

WHY AREN'T WE PROPOSING THAT THE OFFICERS CONTRIBUTE TOWARD THEIR HEALTH PAYMENTS?

- There is great uncertainty about the impact of the Affordable Care Act on health care premiums-no one is able to predict how that Act will impact premium costs.
- We have determined that it is not advisable to try to change the existing benefits plan and method of payment for current employees and retirees because such a change could give rise to legal challenges

against the District that such a change impairs legally vested rights that current employees and retirees may have in their existing retiree health care benefits.

- Further, changes contemplated to the current benefit plan would have likely required that the District withdraw from the Public Employees' Medical and Hospital Care Act ("PEMHCA") benefits plan and establish its own plan, adding complexity and potentially additional costs to the mix and legal uncertainty over whether such changes can be made.

WHAT IS THE STATUS OF THE RETIREE MEDICAL BENEFITS?

- Current law under PEMHCA limits our options.
- Current retirees may have a legally vested right to the medical benefits they have now and we realistically cannot change them without risk of a vested-rights challenge.
- Current officers may have a legally vested right to retiree health benefits without any vesting schedule for District contributions under a resolution implemented under PEMHCA by the District in 1987.
- Under this contract, employees hired after the date of this contract will be required to work five years for the District before qualifying for any District contribution for retiree health benefits and they must retire from the District. They must also have completed 10 years of CalPERS service to become 50% vested in the District contribution for retiree health benefits, with the vested percentage in the District contribution for retiree health benefit increasing ratably so that after 20 years of PERS service they will be 100% vested in the District contribution for retiree health benefits.

ARE THERE ANY OTHER SIGNIFICANT CHANGES IN THE CONTRACT?

We spent time cleaning up ambiguous language regarding vacations, sick time, disciplinary processes, and equipment provisions including provision of

mandatory safety vests for all officers. This is important to ensure that everyone knows exactly what is meant by the terms of the contract.

Net Cost of the Proposed POA Contract

The "Net Cost to the District over the entire four years is projected at \$233,451."

The question is how is this \$233,451 calculated?

First, currently for every dollar in salary paid, the District has to pay CalPERS \$.383 for the District's portion of the officer's pension benefit and the District also pays the officer's 9% (\$.09) contribution of the pension benefit. So for every dollar in salary paid, the District has an additional expense of \$.473.

The District's portion of this pension cost goes up each year depending on CalPERS calculations. Debbie Russell, our accountant, used the following percentages for her calculations; 38.3%, 40%, 42%, and 44%. (Please remember that the officer's portion paid by the District stays at 9% each year.)

Additionally, the officers also have step increases each year until they reach top step in salary.

Now if there was no salary increase for the next four years, and the District paid the District's CalPERS percentage and paid the officer's percentage, the total cost of salary and pension benefit funding would be \$5,014,022.

In Years 1 & 2 of the proposed contract, there is a 3.75% increase in salary each year, with the officers buy back of their pension benefit of 3% Year 1 and 6% Year 2. In Years 3 & 4 of the proposed contract, there is a 4.25% increase in salary each year, with the officers buy back of the pension benefit of 9% Year 3 and 12% Year 4.

In Year 1 through 4 of the proposed contract, the breakdown is as follows;

	Salary	District PERS	Officers PERS	Officers Buy Back	Total
(No Inc	\$823,562	\$315,424	\$74,121	-0	\$1,213,107)
YR 1	\$862,151	\$330,204	\$77,594	-\$25,865	\$1,244,084
YR 2	\$898,933	\$359,573	\$80,904	-\$53,936	\$1,285,474
YR 3	\$937,725	\$393,845	\$84,395	-\$84,395	\$1,331,570
YR 4	\$983,223	\$432,618	\$88,490	-\$117,987	\$1,386,345
	\$3,682,032	\$1,516,240	\$331,383	-\$282,193	\$5,247,473
Cost of Salary and PERS with no increases in salary and no officer buy back					-\$5,014,022
Net Cost of the proposed contract					\$233,451

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FINAL REPORT

**TOTAL COMPENSATION STUDY
FOR THE
KENSINGTON POLICE PROTECTION
AND
COMMUNITY SERVICES DISTRICT**

June 2013

**KOFF & ASSOCIATES, INC.
6400 Hollis Street
Suite 5
Emeryville, CA 94608**

**510.658.KOFF (5633) – voice
1.800.514.5195 toll-free
510.652.KOFF (5633) - fax**

June 6, 2013

Mr. Kurt Franklin
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

Dear Mr. Franklin:

Koff & Associates, Inc. is pleased to present the total compensation final report for the study of the Police Officer and Police Sergeant classifications at the Kensington Police Protection and Community Services District. This report documents the total compensation study process and provides findings and recommendations.

We would like to thank you for your assistance and cooperation, without which this study could not have been brought to its successful completion. We created a compensation plan that, when finally implemented, will bring the District's compensation program into an externally competitive and internally equitable status.

We will be glad to answer any questions or clarify any points as you are implementing the findings and recommendations. It was a pleasure working with the District and we look forward to future opportunities to provide you with professional assistance.

Very truly yours,

Georg S. Krammer
Chief Executive Officer

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**FINAL REPORT
TOTAL COMPENSATION STUDY
FOR THE
KENSINGTON POLICE PROTECTION
AND
COMMUNITY SERVICES DISTRICT**

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PRIVILEGED AND CONFIDENTIAL

FINAL REPORT

**TOTAL COMPENSATION STUDY
FOR THE
KENSINGTON POLICE PROTECTION
AND COMMUNITY SERVICES DISTRICT**

BACKGROUND

In April 2013, the Kensington Police Protection and Community Services District ("District") contracted with Koff & Associates, Inc. to conduct a comprehensive total compensation study for two (2) of the District's classifications: Police Officer and Police Sergeant. All compensation findings and implementation recommendations are documented in this report.

This compensation review process was precipitated by the Board of Directors' decision that a compensation study should be conducted in order to understand whether the District's position to its labor market has changed significantly since the last compensation study and to prepare for negotiations with the POA.

STUDY PROCESS

Benchmarking Classifications

The study included two (2) classifications to externally review: Police Officer and Police Sergeant. When we contact the comparator agencies to identify possible matches for each of the benchmarked classifications, there is an assumption that we will not be able to find comparators that are 100% equivalent to the classifications at the District. Therefore, we do not just go by job titles, which can often be misleading, but we analyze each class description before we consider it as a match. Our methodology is to analyze each class description according to various factors and we require that a position's "likeness" be at approximately 70% of the matched position to be included. Factors that we consider include:

- Education and experience requirements;
- Knowledge and skill required to perform the work;
- The scope and complexity of the work;
- The authority delegated to make decisions and take action;
- The responsibility for the work of others, program administration, and budget dollars;
- Problem solving/ingenuity;

- Contacts with others (both inside and outside of the organization);
- Consequences of action and decisions; and
- Working conditions.

These factors were used in determining appropriate external market comparisons as well as providing the basis for the findings and recommendations outlined in this report.

Benchmarking Comparator Agencies

The second, most important step in conducting a market salary study is the determination of appropriate agencies for comparison. For the purposes of this study, we used the same comparator agencies used in the total compensation study conducted in 2010, except as noted below.

In considering the selection of valid agencies for salary comparator purposes, we typically take into consideration a number of factors including:

- 1. Organizational type and structure** – We generally recommend that agencies of a similar size, providing similar services to that of the District be used as comparators. Typically, we start by identifying similar agencies that surround the District and are competing with it over the labor pool within the geographic vicinity.

The District is a unique agency and therefore, we included some agencies that are larger than the District but within the local geographic vicinity because other agencies that are in the immediate vicinity represent its true labor market, i.e., agencies with which the District is competing for qualified workers. For example, we included the Cities of Albany and El Cerrito.

When it comes to the more technical types of classes, the size of an organization is not as critical as these classes perform fairly similar work due to its technical nature.

- 2. Similarity of population served, District staff, and operational budgets** – These elements provide guidelines in relation to resources (staff and funding) required and available for the provision of agency services. This was a critical factor for this project as we tried to identify agencies that serve similar communities to that of Kensington.
- 3. Scope of services provided** – Agencies providing the same services are ideal for comparators. Again, since the District is a unique agency, we included agencies that provide larger scope of services but are within the local geographic area and provide police protection services.
- 4. Labor market** – In the reality that is today's labor market, many agencies are in competition for the same pool of qualified employees. No longer do individuals necessarily live in the communities they serve. As mentioned above, typically, the geographic labor market area,

where the District may be recruiting from or losing employees to would be taken into consideration when selecting potential comparator organizations.

- 5. Compensation Philosophy** – Does the agency regularly conduct a market survey, and once completed, how is this information applied? Many agencies pay to the average or median, others may pay to a higher percentile. In addition, salary ranges may be set strictly upon market base salary values or may include the total value of salary and benefits when developing a compensation policy.

In selecting the comparator agencies in the 2010 study, there were extensive discussions regarding the importance of cost of living, median home price, total Officer full-time equivalency, and total budget for police services when selecting comparator agencies to be included in the study. Based on all of these elements, the District agreed on the following twelve (12) agencies to be used as comparators for the purposes of this market study:

1. Broadmoor Police Protection District
2. City of Albany
3. City of Belmont
4. City of Benicia
5. City of Brisbane
6. City of El Cerrito
7. City of Hercules
8. City of Millbrae
9. City of Piedmont
10. Town of Fairfax
11. Town of San Anselmo
12. Twin Cities Police Authority (now: Central Marin Policy Authority)

Since 2010, a few of the agencies implemented organizational changes. Specifically, City of Millbrae outsourced their police services to the County of San Mateo effective March 2012. Twin Cities Police Authority consolidated police services with Town of San Anselmo and changed their name to Central Marin Police Authority. Since City of Millbrae and Town of San Anselmo no longer had police services, two (2) additional agencies were added in order to have twelve (12) comparator agencies. Thus, the following two (2) agencies were added as comparator agencies:

1. City of Clayton
2. Town of Moraga

Benchmarking Benefit Data Collection

The last element requiring discussion prior to beginning a market survey is the specific benefit data that will be collected and analyzed. The following information was collected for each of the benchmarked classifications:

1. **Monthly Base Salary** – The top of the salary range. This was also factored into the total compensation costs. All figures are presented on a monthly basis.
2. **Employee Retirement** – This includes several figures, 1) the amount of the employee's State retirement (PERS) contribution that is contributed by each agency, 2) the amount of the agency's Social Security contribution, and 3) any alternative retirement plan, either private or public where the employee's contribution is made by the agency on behalf of the employee.

In addition to the amount of the employer paid member contribution of PERS, we collected information on enhanced PERS benefits. With the help of contract experts at CalPERS, we were able to determine an average value that agencies have to pay for each of the implemented contract provisions, including:

- Formulas (base formulas are 2% at age 55 or 2% at age 60):
 - 3% at age 50 (Section 21362.2): this formula provides to local safety members 3% of pay at age 50 for each year of service credited with that employer; average value = 13.05%.
 - 3% at age 55 (Section 21363.1): this formula provides to local safety members 3% of pay at age 55 for each year of service credited with that employer; average value = 6.80%.
 - Additional Optional Enhanced Benefit Provisions
 - One-Year Final Compensation (Section 20042): the period determining the average monthly pay rate when calculating retirement benefits; base period is thirty-six (36) highest paid consecutive months; one-year final compensation is based on twelve (12) months highest paid consecutive months; average value for safety = 2.35%.
 - Employer Paid Member Contribution (Section 20636(c)(4)): the reporting of the value of the employer paid member contribution to CalPERS as special compensation; average value = employer paid member contribution * employer paid member contribution.
3. **Insurance** – This is the maximum amount paid by the agency for employees and dependents for a cafeteria or flexible benefit plan and/or health, dental, vision, life, long-term and short-term disability, and employee assistance insurance.
 4. **Leave** – Other than sick leave, which is usage-based, the number of days off for which an agency is obligated.
 - **Vacation** – The number of vacation days available to all employees after five years of employment.
 - **Holidays** – The number of holidays (including floating) available to employees on an annual basis.
 - **Administrative/Personal Leave** – Administrative leave is normally the number of days available to management to reward for extraordinary effort (in lieu of overtime).

Personal leave may be available to other groups of employees to augment vacation or other time off.

5. **Deferred Compensation** – We captured deferred compensation provided to all members of a classification with or without the requirement for an employee to provide a matching or minimum contribution.
6. **Other** – This category includes any additional benefits available to all in the class.

Please note that all of the above benefit elements are negotiated benefits provided to all members of each comparator class. As such, they represent an on-going cost for which an agency must budget. Other benefit costs, such as sick leave, tuition reimbursement, and reimbursable mileage are usage-based and cannot be quantified on an individual employee basis.

In addition to the above list of benefits, the District was also interested in gathering information on the following:

- Post Retirement Health Benefits: the amount an agency pays for retiree health benefits (policy) and actuarial data (unfunded accrued annual liability, % of payroll, annual required contribution, and funding option (prefunding or pay as you go)).
- Education and POST Incentive Pay: the amount an agency pays for advanced education degrees and POST certifications.
- Special Assignment Pay: the amount an agency pays for special assignments, such as Field Training Officer, Range Master, Investigator, K-9 unit, etc.
- Shift Differential Pay: the amount an agency pays for shift differentials.
- Bilingual Pay: the amount an agency pays for bilingual assignments.
- Vacation Accrual Rates: the number of vacation days available to a classification based on years of service.
- Opt-Out Allowance: the amount an agency pays to employees who opt out of health insurance coverage.
- Uniform Allowance: the amount an agency pays for uniforms (new, repair, and replacement).
- Longevity: program that provides all classifications with salary increases or lump-sum bonuses after a certain amount of years of services (usually 10, 15, 20, and/or 25 years).
- Sick Leave Cash-Out Policy: the agency's policy regarding sick leave cash out.
- Budget Driven Human Resources Strategies: past, current, and future actions of agencies in response to budgetary constraints (i.e. layoffs, changes in benefits, increase in benefits cost sharing, furloughs, etc.).

Appendix II contains the data we collected regarding the details of the above benefits.

Data Collection

Data was collected in May 2013 through websites, planned telephone conversations with human resources, accounting, and/or finance personnel at each comparator agency, and careful review

of agency documentation of classification descriptions, memoranda of understanding, organization charts, and other documents.

We believe that the salary data collection step is the most critical for maintaining the overall credibility of any study. We rely very heavily on the District's classification descriptions, as they are the foundation for our comparison. Personnel staff of the comparator agencies was interviewed by telephone, whenever possible, to understand their organizational structure and possible classification matches.

All salary survey and benefit information can be found in Appendix I. For each surveyed class, there are three information pages:

- Market Base (Top Step) Salary Summary Data
- Benefit Detail (Monthly Equivalent Values)
- Monthly Total Compensation Cost Summary Data

Our analysis includes the average and median (midpoint) comparator data for each benchmarked classification.

MARKET TOTAL COMPENSATION FINDINGS

As mentioned above, all of the salary, benefits, and total compensation data for classifications can be found in Appendix I of this report. The market base salary and total compensation findings for each class surveyed are listed below. The percentage represents the difference between the District's current base salary and total compensation for each classification and the average and median of the comparator agencies.

Base Salaries and Total Compensation

Classification	Top Monthly Salary		Total Monthly Compensation	
	% Above or Below Average	% Above or Below Median	% Above or Below Average	% Above or Below Median
Police Officer	-7.8%	-8.0%	-1.3%	-1.9%
Police Sergeant	-12.0%	-10.7%	-4.8%	-3.6%

Market *base salary* results show that both classifications are paid below the market median. The Police Officer is approximately 8% below market and the Police Sergeant is slightly more than 10% below market. Market *total compensation* results again show that both classifications are paid below the market median. The Police Officer is paid less than 2% below the market and the Police Sergeant is paid less than 4% below the market.

We consider a classification falling within 5% of the market to be competitive in the labor market for salary survey purposes because of the differences in compensation policy and actual scope of work and position requirements. However, the District can adopt a closer standard.

Overall, these differences between market base salaries and total compensation indicate that the District's benefit package, in terms of cost, is greater than that of the market. Upon further review, the District offers an employee who has completed 5 years of service 3 more days of vacation per year compared to ten (10) of the 12 comparator agencies. In addition, the District offers employees a greater number of holidays compared to seven (7) of the 12 comparator agencies.

Finally, the District pays a higher dollar amount for health insurances compared to nine (9) of the comparator agencies. Insurance benefit items typically include insurance premiums paid for by the agency for the *employee plus family* level of coverage (or the maximum premiums that the agency pays on behalf of its employees if family coverage is not available), such as health, dental, vision, life, long-term and short-term disability, and employee assistance program. The approximate average contribution for insurance premiums of the comparator agencies is \$1,892 per month, and compared to that, the District's contribution of \$2,001 per month is about 5.8% above the average. It is important to note that insurance costs are subjective of an agency's broker, geographic area, employee population, and overall agency demographics, and that these differences in cost, while they do play a role in total compensation calculations, may not necessarily signify a superior benefits package.

When benefits are greater than those of the comparator agencies, thereby bringing the District's total compensation package closer to the market compared to base salaries, we base our recommendations on total compensation, not on base salaries.

Additional Benefits

Retiree Health Benefits:

The District pays for the premiums for retiree health benefits up to the Kaiser Health Maintenance Organization (HMO) rates. There does not seem to be a clear trend in what an agency is willing to pay for retirees for these benefits. The plans range from no coverage at all (i.e., the employee pays for all health care after retirement); to paying the minimum Public Employees Medical and Hospital Care Act (PEMHCA) contribution (currently \$115); to contributions into a Retiree Health Savings (RHS) plan, so that money is set aside for coverage after retirement; to full coverage equivalent to that of active employees, similar to the District.

Specifically, three (3) agencies offer no retiree health benefits; one (1) agency pays for the PEMHCA contribution only; one (1) agency contributes into a RHS plan; three (3) agencies do a combination of PEMHCA contribution and a contribution to a RHS plan and/or pay a specified dollar amount or percentage of the premium; one (1) agency pays the PEMHCA contribution plus a set dollar allowance; and three (3) agencies pay a specified dollar amount or percentage of the premium only.

Finally, it should be noted that six (6) of those agencies that offer retiree health benefits determine eligibility for benefits and/or amount contributed based on years of service.

Education and POST Incentive Pay:

The District offers a monthly incentive of 5% of base salary to be paid to qualified employees who have obtained a POST Intermediate certificate and an additional monthly incentive payment of 2.5% of base salary to qualified employees who obtain a POST Advanced certificate. The District does not offer any additional pay for educational degrees.

Nine (9) of the comparator agencies offer both education and POST incentive pays and three (3) agencies offer only POST incentive pay.

On average, the agencies offer the following incentive pay:

- POST Intermediate Certificate = 3.4% or \$100 per month
- POST Advanced Certificate = 5.7% or \$165 per month
- POST Supervisory Certificate = 3.8%
- 30 Units = \$70 per month
- 60 Units = \$210 per month
- Associate's Degree = 3.5% or \$167.50 per month
- Bachelor's Degree = 5.5% or \$232.50 per month
- Master's Degree = 6%

Special Assignment Pay:

The District does not offer special assignment pay. Eleven (11) of the twelve agencies provide special assignment pay incentives. The most common assignment pays were (averages shown):

- Acting Sergeant = 5%
- Detective = 5.3% or \$266 per month
- Field Training Officer = 5%
- Most other special assignment pay, on average, is equal to about 5.3% salary or \$222.86 per month.

Shift Differential Pay:

The District does not offer shift differential pay. Nine (9) agencies offer shift differential pay. The average shift differential for the night shift is 4.1% and for the swing shift is 3.6%.

Bilingual Pay:

The District does not offer bilingual pay. Four (5) agencies offer bilingual pay. The average pay is about \$150 per month.

Vacation Accrual:

The District offers 13 days the first year and an additional eight (8) hours per year until the end of the 8th year then eight (8) hours every other year thereafter to a maximum of 26 days. There does not seem to be a clear trend in the vacation accrual rates. The vacation accrual rates range from 80 hours to 320 hours and are based on years of service.

Opt-Out Allowance:

The District does not provide an allowance to those employees who decline health coverage. Ten (10) agencies offer an opt-out allowance. The amount that agencies contribute vary from a set dollar amount, up to 50% of employee only or family coverage, and up to 100% of employee only coverage. Most of these agencies pay out the allowance as cash, contribution towards a deferred compensation account, flexible spending account, or a combination of all options.

Uniform Allowance:

The District provides a clothing allowance of \$800 per year and pays for the cost of repairing and/or replacing uniforms. The District also agrees to reimburse members for safety equipment up to \$250 per year each year an officer is employed under contract and the unused reimbursement may be rolled over by individual officers to the following year for the life of the contract to maximum of \$750.

Nine (9) agencies provide uniforms and/or safety equipment to new employees, including repair and replacement. Nine (9) agencies provide a uniform and/or equipment allowance. The average allowance is \$995 per year.

Longevity Program:

The District provides longevity incentive equal to an annual bonus of \$100 for each year of service with the District beginning with the 10th year of service, to be paid every year. Five (5) agencies offer a longevity program. There does not seem to be a clear trend in the longevity program incentives (i.e. one starts at 5 years of service and another at 10 years).

Sick Leave Cash-Out Policy:

The District entered into a contract with PERS to provide retirement credit for unused sick leave in lieu of sick leave payout upon termination or retirement. Five (5) agencies allow employees to convert accumulated sick leave into retirement credit, similar to the District. Two (2) agencies provide cash-out benefit for accumulated sick leave upon retirement and/or termination. Two (2) agencies provide a combination sick leave conversion into retirement credit and cash-out benefit. Three (3) agencies do not offer either option.

Budget-Driven Human Resources Strategies:

In response to the current economic times, many agencies are implementing cost-cutting measures, such as furloughs, layoffs, hiring freezes, increases in employee cost sharing for benefits, and cuts in retirement benefits, among other strategies. One (1) agency took a salary reduction. One (1) agency increased employee cost sharing for benefits. Two (2) agencies implemented unpaid furlough days. Six (6) agencies have implemented multiple tiered PERS retirement benefits (not including pension reforms effective 1/1/13). One (1) agency reduced vacation accrual rates. Four (4) agencies have not and are not planning on implementing any changes.

INTERNAL SALARY RELATIONSHIPS

Internal equity between certain levels of classification is a fundamental factor to be considered when making salary decisions. When conducting a market compensation survey, results can often show that certain classifications that are aligned with each other are not the same in the outside labor market. However, as an organization, careful consideration needs to be given to these alignments because they represent internal value of classifications within job families, as well as across the organization.

While analyzing internal relationships, the same factors were considered that we used in comparing the District's current classifications to the labor market during the market survey. Those factors are listed on pages 1 and 2 of this report.

In addition, when considering an appropriate salary range level, there are certain standard human resources practices that are normally applied, as follows:

- A salary within 5% of the median is considered to be competitive in the labor market for salary survey purposes because of the differences in compensation policy and actual scope of work and position requirements. However, the District can adopt a closer standard.
- Certain internal percentages are often applied. Those that are the most common are:
 - ❖ The differential between the entry-level and journey-level class in a series (I/II or Trainee/Experienced) is generally 10% to 15%;
 - ❖ A lead or advanced journey-level (III or Senior-level) position is generally placed 10% to 15% above the lower experienced level; and
 - ❖ A full supervisory position is normally placed at least 10% to 20% above the highest level supervised, depending upon the breadth and scope of supervision.
- When a market or internal equity adjustment is granted to one class in a series, the other classes in the series are also adjusted accordingly to maintain internal equity.

It is important to consider the organizational "worth" of a classification. Although our recommendations are generally market driven, we also weighed internal equity very carefully

and determined the most appropriate recommendations based on both market results and organizational worth.

For example, the market top monthly median data results showed a differential between the Police Officer and Police Sergeant of 17.5%. Historically, the difference in top step between these two classifications was 14.6%. We recommend that the differential between the two (2) classifications not exceed 20%.

The District may want to make other internal equity adjustments as it implements a compensation strategy. This market survey is only a tool to be used by the District to determine market indexing and salary determination.

RECOMMENDATIONS

Pay Philosophy

The District has many options regarding what type of compensation plan it wants to implement. This decision will be based on what the District's pay philosophy is, at which level the District desires to pay its employees compared to the market, whether the District is going to consider additional alternative compensation programs, and how great the competition is with other agencies in the immediate geographic vicinity over recruitment of a highly-qualified workforce.

Proposed Salary Range Placements

Currently the District has a five (5) step salary range with 5.5% between each step for the Police Officer. The Police Sergeant is in a separate salary range with four (4) steps with the first and second step 4% apart, the second and third step 3% apart, and the third and fourth step 4% apart.

We recommend that the District implement two ranges for the two surveyed classifications (as mentioned earlier, no more than 20% apart), each with 5 steps that are 5% apart.

As mentioned above, since the District's benefits are greater than those of the comparator agencies, thereby bringing the total compensation package closer to the market compared to base salaries, we base our recommendations on total compensation, not on base salaries. Thus, we make the following calculation: we used the percentage differences between market total compensation median findings and the District's current total compensation figures; we then multiplied the District's current salaries with those percentages for each surveyed classification. The resulting dollar value then becomes the top monthly salary for the classification.

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Classification	Current Top Monthly Salary	% from Total Comp Median	Proposed Top Monthly Salary	% Difference	Rationale
Police Officer	\$6,448	-1.9%	\$6,571	1.9%	Market placement.
Police Sergeant	\$7,392	-3.6%	\$7,658	3.6%	Market placement.

Based on the market range placement, here are the 5-step salary ranges for each classification:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$5,406	\$5,676	\$5,960	\$6,258	\$6,571
Police Sergeant	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658

We wish to reiterate our recommendation that this report and our findings are meant to be a tool for the District to create and implement an equitable compensation plan. Compensation strategies are designed to attract and retain excellent staff. However, financial realities and the District's expectations may also come into play when determining appropriate compensation philosophies and strategies. The collected data represents a market survey that will give the District an instrument to make future compensation decisions.

It has been a pleasure working with the Kensington Police Protection and Community Services District on this critical project. Please do not hesitate to contact us if we can provide any additional information or clarification regarding this report.

Respectfully Submitted,

Koff & Associates, Inc.

Georg S. Krammer
 Chief Executive Officer

Appendix I

**Market Base Salary, Benefit, and Total
Compensation Findings**

Appendix II
Additional Benefits Information

Appendix I
Kensington Police Protection and Community Services District
Top Monthly Salary Data
May 2013

POLICE OFFICER						
Rank	Comparator Agency	Class Title	Top Monthly Salary	Effective Date	Next Salary Increase	Next Percentage Increase
1	City of Belmont ^a	Police Officer ¹	\$7,768	7/1/2010	Unknown	Unknown
2	City of Brisbane	Police Officer	\$7,671	1/1/2013	Unknown	Unknown
3	City of Albany	Police Officer	\$7,635	4/15/2013	9/1/2013	3%
4	City of El Cerrito	Police Officer	\$7,451	1/8/2012	7/1/2013	2-4%
5	City of Hercules ^b	Police Officer	\$7,192	7/1/2011	Unknown	Unknown
6	City of Piedmont ^c	Police Officer ²	\$7,093	1/1/2009	Unknown	Unknown
7	Town of Moraga	Police Officer ³	\$6,830	7/1/2012	Unknown	Unknown
8	Broadmoor Police Protection District	Police Officer ⁴	\$6,802	7/1/2010	7/1/2013	2.5%
9	City of Benicia ^d	Police Officer	\$6,602	7/1/2009	Unknown	Unknown
10	Central Marin Police Authority	Police Officer	\$6,596	1/1/2013	1/1/2014	4%
12	Kensington Police Protection & Community Services District	Police Officer	\$6,448	7/1/2009		
13	Town of Fairfax	Police Officer	\$6,186	10/1/2008	Unknown	Unknown
14	City of Clayton	Police Officer	\$5,607	1/1/2009	Unknown	Unknown
Average of Comparators			\$6,953			
% KPPCSD Above/Below			-7.8%			
Median of Comparators			\$6,962			
% KPPCSD Above/Below			-8.0%			

NOTE: All calculations exclude Kensington Police Protection and Community Services District

N/C - Non Comparator

a City of Belmont includes 5% shift differential in published salaries. Figure shown does not include 5% shift differential.

b City of Hercules includes \$19.50 per month contribution for long-term disability insurance in published salaries. Figure shown does not include contribution; contribution included in Benefits and Total Compensation spreadsheets. Salaries include 3.7% reduction.

c City of Piedmont includes 5% PERS contribution in published salaries (7/1/94). Figure shown does not include 5% contribution; contribution included in Benefits and Total Compensation spreadsheets.

d City of Benicia includes 9% PERS contribution in published salaries (12/1/94). Figure shown does not include 9% contribution; contribution included in Benefits and Total Compensation spreadsheets.

1- Police Officer requires equivalent to completion of the 12th grade supplemented by college level coursework and POST Basic certificate.

2- Police Officer requires equivalent graduation from high school supplemented by 30 semester units or equivalent quarter units.

3- Police Officer requires any combination of experience and education equivalent to high school diploma and 80 semester or 90 quarter units from an accredited college or university.

4- Police Officer requires POST Basic certificate.

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Appendix I
Kensington Police Protection and Community Services District
Top Monthly Salary Data
May 2013

POLICE SERGEANT						
Rank	Comparator Agency	Class Title	Top Monthly Salary	Effective Date	Next Salary Increase	Next Percentage Increase
1	City of Belmont ^a	Police Sergeant ¹	\$9,603	7/1/2010	Unknown	Unknown
2	City of Brisbane	Police Sergeant ²	\$9,242	1/1/2013	Unknown	Unknown
3	City of El Cerrito	Police Sergeant ³	\$9,191	1/8/2012	7/1/2014	2-4%
4	City of Albany	Police Sergeant ⁴	\$9,013	4/15/2013	9/1/2013	3%
5	City of Hercules ^b	Police Sergeant ³	\$8,506	7/1/2011	Unknown	Unknown
6	City of Piedmont ^c	Police Sergeant ⁵	\$8,430	1/1/2009	Unknown	Unknown
7	Central Marin Police Authority	Police Sergeant	\$7,929	1/1/2013	1/1/2014	4%
8	City of Benicia ^d	Police Sergeant ⁶	\$7,921	7/1/2009	Unknown	Unknown
9	Town of Moraga	Police Sergeant ⁷	\$7,854	7/1/2012	Unknown	Unknown
10	Broadmoor Police Protection District	Police Sergeant ⁸	\$7,627	7/1/2010	7/1/2013	2.5%
12	Town of Fairfax	Police Sergeant ⁹	\$7,447	10/1/2008	Unknown	Unknown
13	Kensington Police Protection & Community Services District	Police Sergeant	\$7,392	7/1/2009		
14	City of Clayton	Police Sergeant	\$6,588	1/1/2009	Unknown	Unknown
Average of Comparators			\$8,279			
% KPPCSD Above/Below			-12.0%			
Median of Comparators			\$8,180			
% KPPCSD Above/Below			-10.7%			

NOTE: All calculations exclude Kensington Police Protection and Community Services District

N/C - Non Comparator

a City of Belmont includes 5% shift differential in published salaries. Figure shown does not include 5% shift differential.

b City of Hercules includes \$19.50 per month contribution for long-term disability insurance in published salaries. Figure shown does not include contribution; contribution included in Benefits and Total Compensation spreadsheets. Salaries include 3.7% reduction.

c City of Piedmont includes 5% PERS contribution in published salaries (7/1/94). Figure shown does not include 5% contribution; contribution included in Benefits and Total Compensation spreadsheets.

d City of Benicia includes 9% PERS contribution in published salaries (12/1/94). Figure shown does not include 9% contribution; contribution included in Benefits and Total Compensation spreadsheets.

1- Police Sergeant requires any combination of experience and training equivalent to an Associate of Art degree or 60+ units from an accredited college and 3 years of experience; POST Intermediate certificate required.

2- Police Sergeant requires equivalent to 2 years of college or possession of an Associate of Arts degree and 3 years of experience; requires POST Intermediate certificate.

3- Police Sergeant requires equivalent to the 12th grade and 3 years of experience.

4- Police Sergeant requires POST Intermediate certificate and AA/AS degree.

5- Police Sergeant requires equivalent to completion of 2 years of college or possession of AA degree and 3 years of experience; requires POST Intermediate certificate.

6- Police Sergeant requires units equivalent to qualifying for an AA degree (60 units) or a POST Intermediate certificate.

7- Sergeant requires any combination of experience and education equivalent to a bachelor's degree and POST Intermediate certificate.

8- Requires POST Intermediate certificate.

9- Police Sergeant requires possession of an AA/AS degree or completion of specialized college level courses in police science and supervision amounting to an AA/AS degree; POST Intermediate certificate is required.

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Appendix I
Kensington Police Protection and Community Services District
Benefits Detail
May 2013

POLICE OFFICER													
Agency	Kensington Police Protection and Community Services District	Broadmoor Police Protection District	Central Marin Police Authority	City of Albany	City of Belmont	City of Benicla	City of Brisbane	City of Clayton	City of El Corrito	City of Hercules	City of Piedmont	Town of Fairfax	Town of Moraga
Class Title	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer	Police Officer
Top Monthly Salary	\$6,448	\$6,802	\$6,596	\$7,835	\$7,768	\$6,602	\$7,671	\$5,607	\$7,451	\$7,192	\$7,093	\$6,166	\$6,830
Employee Retirement													
PERS Formula	3%@50	3%@50	3%@55	3%@55	3%@50	3%@50	3%@55	3%@55	3%@50	3%@50	3%@50	3%@50	2%@50
PERS	\$580	\$612	\$297	\$687		\$848		\$505	\$671		\$372	\$557	\$205
Enhanced PERS Formula ¹	\$841	\$888	\$449	\$518	\$1,064	\$939	\$522	\$381	\$972	\$841	\$872	\$807	\$649
12 Month Highest Salary ²	\$152	\$160	\$155	\$178	\$192	\$169	\$180		\$175	\$169	\$175		
EPMC ³				\$62					\$60				
Social Security													
Other													
Insurance													
Cafeteria		\$1,568						\$1,775					
Health	\$1,738		\$1,593	\$1,738	\$1,738	\$1,229	\$1,849		\$1,732	\$1,738	\$1,738	\$1,738	\$2,155
Dental	\$203		\$167	\$137	\$218	\$158	\$95		\$175	\$177	\$200	\$170	\$165
Vision	\$18					\$23	\$31			\$26	\$40		
EAP ⁴			\$3	\$7	\$2	\$9	\$3		\$5	\$4		\$3	\$4
Life	\$17		\$6	\$4	\$15	\$8	\$22		\$16	\$8	\$27	\$20	\$9
LTD ⁴	\$25				\$20		\$20		\$44	\$20			\$34
STD/SDI ⁴													\$14
Other													
Leave													
Vacation	\$422	\$416	\$381	\$529	\$502	\$415	\$465	\$323	\$430	\$416	\$430	\$357	\$525
Holidays	\$347	\$314	\$330	\$477	\$438	\$332	\$460	\$302	\$401	\$361	\$344	\$327	\$342
Administrative						\$28							
Deferred Compensation			\$66										
Other													
Benefit Cost	\$4,343	\$3,957	\$3,446	\$4,340	\$4,190	\$3,958	\$3,646	\$3,286	\$4,682	\$3,860	\$4,298	\$3,979	\$4,101
Total Monthly Comp.	\$10,791	\$10,759	\$10,042	\$11,975	\$11,957	\$10,560	\$11,317	\$8,893	\$12,133	\$11,053	\$11,392	\$10,165	\$10,931

Note: Total Monthly Compensation number may vary slightly from the sum of its components due to cell formulas & rounding.

- 1- Baseline formula is 2%@55. Safety EE are eligible for the following enhanced PERS formulas: 3%@55 or 3%@50. For each enhanced PERS formula there is an additional cost to the ER. Based on information provided to PERS the enhanced benefit for the enhanced formulas is 3%@55 = 6.8% of salary, 3%@50 = 13.05% of salary, and 2%@50 = 9.5% of salary.
- 2- Baseline benefit is final compensation based on 36 highest months salary. Enhanced benefit is final compensation based on 12 months highest salary (SHY). Based on information provided from PERS, the enhanced benefit of SHY is equal to 2.35% of salary.
- 3- EPMC is an enhancement in which the ER reports the value of the employer paid member contribution (EPMC) to PERS as special compensation under Section 20836(c)(4).
- 4- City of Clayton offers EAP, long-term disability, and short-term disability insurances, however they could not provide the cost of the premiums paid.

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Appendix I
Kensington Police Protection and Community Services District
Benefits Detail
May 2013

POLICE SERGEANT													
Agency	Kensington Police Protection and Community Services District	Broadmoor Police Protection District	Central Marin Police Authority	City of Albany	City of Belmont	City of Banclia	City of Brisbane	City of Clayton	City of El Cerrito	City of Hercules	City of Piedmont	Town of Fairfax	Town of Moraga
Class Title	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant	Police Sergeant
Top Monthly Salary	\$7,392	\$7,627	\$7,929	\$9,013	\$9,603	\$7,921	\$9,242	\$6,588	\$9,191	\$8,506	\$8,430	\$7,447	\$7,854
Employee Retirement													
PERS Formula	3%@50	3%@50	3%@55	3%@55	3%@50	3%@50	3%@55	3%@55	3%@50	3%@50	3%@50	3%@50	2%@50
PERS	\$665	\$886	\$357	\$911	\$1,316	\$777	\$628	\$593	\$627	\$443	\$670	\$236	\$236
Enhanced PERS Formula ¹	\$965	\$965	\$539	\$613	\$1,316	\$1,127	\$628	\$448	\$1,199	\$1,113	\$1,155	\$972	\$746
12 Month Highest Salary ²	\$174	\$179	\$186	\$212	\$237	\$203	\$217		\$216	\$200	\$208		
EPMC ³				\$73					\$74				
Social Security													
Other													
Insurance													
Cafeteria		\$1,568						\$1,775					
Health	\$1,739		\$1,593	\$1,738	\$1,738	\$1,160	\$1,849		\$1,732	\$1,738	\$1,738	\$1,738	\$2,155
Dental	\$203		\$167	\$137	\$216	\$158	\$95		\$175	\$177	\$200	\$170	\$165
Vision	\$18					\$23	\$31			\$26	\$40		
EAP ⁴			\$3	\$7	\$2	\$9	\$3		\$5	\$4		\$3	\$4
Life	\$17		\$6	\$4	\$19	\$8	\$22		\$18	\$8	\$32	\$20	\$9
LTD ⁴	\$25				\$20		\$20		\$54	\$20			\$39
STD/SDI ⁴													\$10
Other													
Leave													
Vacation	\$483	\$468	\$458	\$624	\$620	\$498	\$560	\$380	\$530	\$492	\$511	\$430	\$604
Holidays	\$398	\$352	\$396	\$583	\$543	\$398	\$555	\$356	\$495	\$426	\$409	\$394	\$393
Administrative						\$33							
Deferred Compensation			\$79										
Other													
Benefit Cost	\$4,686	\$4,247	\$3,785	\$4,782	\$4,712	\$4,394	\$3,979	\$3,550	\$5,327	\$4,204	\$4,735	\$4,396	\$4,366
Total Monthly Comp.	\$12,079	\$11,874	\$11,714	\$13,795	\$14,315	\$12,315	\$13,221	\$10,138	\$14,518	\$12,710	\$13,166	\$11,843	\$12,220

Note: Total Monthly Compensation number may vary slightly from the sum of its components due to cell formulas & rounding.

1- Baseline formula is 2%@55. Safety EE are eligible for the following enhanced PERS formulas: 3%@55 or 3%@50. For each enhanced PERS formula there is an additional cost to the ER. Based on information provided to PERS the enhanced benefit for the enhanced formulas is 3%@55 = 6.8% of salary, 3%@50 = 13.05% of salary, and 2%@50 = 9.5% of salary.

2- Baseline benefit is final compensation based on 36 highest months salary. Enhanced benefit is final compensation based on 12 months highest salary (SHY). Based on information provided from PERS, the enhanced benefit of SHY is equal to 2.35% of salary.

3- EPMC is an enhancement in which the ER reports the value of the employer paid member contribution (EPMC) to PERS as special compensation under Section 20836(c)(4).

4- City of Clayton offers EAP, long-term disability, and short-term disability insurances, however they could not provide the cost of the premiums paid.

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Appendix I
 Kensington Police Protection and Community Services District
 Total Monthly Compensation Data
 May 2013

POLICE OFFICER						
Rank	Comparator Agency	Class Title	Total Monthly Comp	Effective Date	Next Salary Increase	Next Percentage Increase
1	City of El Cerrito	Police Officer	\$12,133	1/8/2012	7/1/2013	2-4%
2	City of Albany	Police Officer	\$11,975	4/15/2013	9/1/2013	3%
3	City of Belmont	Police Officer	\$11,957	7/1/2010	Unknown	Unknown
4	City of Piedmont	Police Officer	\$11,392	1/1/2009	Unknown	Unknown
5	City of Brisbane	Police Officer	\$11,317	1/1/2013	Unknown	Unknown
6	City of Hercules	Police Officer	\$11,053	7/1/2011	Unknown	Unknown
7	Town of Moraga	Police Officer	\$10,931	7/1/2012	Unknown	Unknown
8	Kensington Police Protection & Community Services District	Police Officer	\$10,791	7/1/2009		
9	Broadmoor Police Protection District	Police Officer	\$10,759	7/1/2010	7/1/2013	2.5%
10	City of Benicia	Police Officer	\$10,560	7/1/2009	Unknown	Unknown
12	Town of Fairfax	Police Officer	\$10,165	10/1/2008	Unknown	Unknown
13	Central Marin Police Authority	Police Officer	\$10,042	1/1/2013	1/1/2014	4%
14	City of Clayton	Police Officer	\$8,893	1/1/2009	Unknown	Unknown
Average of Comparators			\$10,931			
% KPPCSD Above/Below			-1.3%			
Median of Comparators			\$10,992			
% KPPCSD Above/Below			-1.9%			

NOTE: All calculations exclude Kensington Police Protection and Community Services District.

N/C - Non Comparator

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Appendix I
Kensington Police Protection and Community Services District
Total Monthly Compensation Data
May 2013

POLICE SERGEANT						
Rank	Comparator Agency	Class Title	Total Monthly Comp	Effective Date	Next Salary Increase	Next Percentage Increase
1	City of El Cerrito	Police Sergeant	\$14,518	1/8/2012	7/1/2014	2-4%
2	City of Belmont	Police Sergeant	\$14,315	7/1/2010	Unknown	Unknown
3	City of Albany	Police Sergeant	\$13,795	4/15/2013	9/1/2013	3%
4	City of Brisbane	Police Sergeant	\$13,221	1/1/2013	Unknown	Unknown
5	City of Piedmont	Police Sergeant	\$13,166	1/1/2009	Unknown	Unknown
6	City of Hercules	Police Sergeant	\$12,710	7/1/2011	Unknown	Unknown
7	City of Benicia	Police Sergeant	\$12,315	7/1/2008	Unknown	Unknown
8	Town of Moraga	Police Sergeant	\$12,220	7/1/2012	Unknown	Unknown
9	Kensington Police Protection & Community Services District	Police Sergeant	\$12,079	7/1/2009		
10	Broadmoor Police Protection District	Police Sergeant	\$11,874	7/1/2010	7/1/2013	2.5%
12	Town of Fairfax	Police Sergeant	\$11,843	10/1/2008	Unknown	Unknown
13	Central Marin Police Authority	Police Sergeant	\$11,714	1/1/2013	1/1/2014	4%
14	City of Clayton	Police Sergeant	\$10,138	1/1/2009	Unknown	Unknown
Average of Comparators			\$12,653			
% KPPCSD Above/Below			-4.8%			
Median of Comparators			\$12,513			
% KPPCSD Above/Below			-3.6%			

NOTE: All calculations exclude Kensington Police Protection and Community Services District

N/C - Non Comparator

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Appendix II
Kensington Police Protection and Community Services District
Additional Benefits
May 2013

Agency	Retiree Health Benefits Policy	Unfunded Accrued Annual Liability	% of Payroll	Annual Required Contribution	GASB 45
Kensington Police Protection and Community Services District	District pays for premiums at the Kaiser HMO.	\$2,508,732 (initial); - \$733,493 (residual)	N/A	\$141,133	Pay as you go.
Broadmoor Police Protection District	Retired EE is responsible for payment of monthly premiums and all associated costs of coverage.	N/A	N/A	N/A	N/A
Central Mann Police Authority	For safety EE hired prior to 9/1/08, City will pay for the cost of medical coverage for EE. In addition, for EE who retires from the City and has completed 15+ years of public service, City will pay cost of medical coverage for EE and spouse. For Safety EE hired after 9/1/08, City will pay for medical coverage for EE only.	\$7,493,551	158%	\$1,084,147	Pay as you go.
City of Albany	Effective 9/5/11, City will contribute to amount equal to difference between Step 7 and the longevity pay step to a Post Employment Retiree Health Savings Plan (HSP) for EE who has been employed by City for 24 F/T years. Longevity step shall be 7.5% above Step 7 of Fire Engineer pay range. EE who retire with the City may participate in PERS health plan at own expense. City shall contribute current amount required by PERS per month on behalf of each eligible retired EE and EE pays for rest of health premium (City currently pays approximately \$115 per month).	N/A	N/A	N/A	Pay as you go.
City of Belmont	EE who retires after 5 years of continuous employment with City shall be entitled to amount of City's contribution to provide hospital and medical care benefits. EE hired prior to 10/1/11, City shall provide minimum PEMHCA contribution; additionally EE who retires after 12 years of continuous employment with City, EE shall be entitled to monthly reimbursement up to maximum amount paid by City for single EE coverage under Kaiser health care plan. For EE hired on/after 10/1/11, City shall provide minimum PEMHCA contribution; additionally City shall contribute to a Retirement Health Savings account based on years of service: 1-5 years = \$150 per month, 6-10 years = \$200, 11-15 years = \$250, and 16+ years = \$300; EE shall be vested after 10 years continuous service.	\$7,475,000	64%	\$838,000	Pay as you go.
City of Benicia	Effective 1/1/07, EE agreed to participate in ICMA VantageCare retiree health savings plan. City contributes 2% of basic salary for each employee. No City contribution was made between 12/1/10 through 6/30/11. The City pays no direct financial contribution towards retiree health benefits, however due to the fact that retirees and active EE are insured in the same pool it indirectly subsidizes their premiums through payments for current EE.	\$4,716,121	28% (covered payroll = \$16,847,112)	\$444,354	Pay as you go.
City of Brisbane	EE hired prior to 7/1/08 with 15 years of City service, City shall pay cash stipend up to Kaiser single rate. EEE hired on/after 7/1/08, City shall contribute 1.5% to Medical After Retirement Account; City will also match up to 1% if EE contributes 2.5%. Retirees not eligible for cash stipend. City will pay PEMHCA (2013 = \$115 per month). Supplemental Stipend: EE retiring for service after 7/1/02 and if EE has 15+ years of service with City, retires from service, and effective date of retirement is within 120 days of separation from City, stipend paid equal to single party premium rate charged to City by Kaiser.	\$9,925,251	170%	\$955,281	Pay as you go.
City of Clayton ¹	Single employer defined benefit healthcare program. Program provides medical insurance benefits to eligible retirees and families through program offered to active EE. City pays PEMHCA (2013 = \$115 per month).	\$400,257	22%	\$50,667	Pay as you go.
City of El Cerrito	Retirees, survivors of retirees, and survivors of deceased employees will be permitted to maintain current level of health plan benefits available to EE. Retirees, survivors of retirees, and survivors of deceased employees not killed in the performance of official duties may maintain such health plan benefits at their discretion and with no cost to the City.	\$4,015,330	N/A	\$479,193	Pay as you go.

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Appendix II
Kensington Police Protection and Community Services District
Additional Benefits
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Agency	Retiree Health Benefits Policy	Unfunded Accrued Annual Liability	% of Payroll	Annual Required Contribution	GASB 45
City of Hercules ²	City contributes \$105 per month. City provides optional monetary allowance of \$270.09 per month with annual 3% adjustment on January 1st to EE who retire as regulated by PERS (service retirement or disability retirement). To be eligible for optional money allowance, EE must have minimum amount of sick leave accrued as follows: 10 years of service with 480 hours sick leave = 50% of optional money, increasing 5% for every year of service and 48 hours of sick leave until 20 years with 960 hours = 100%.	\$1,116,000	16%	\$216,000	Pay as you go and prefunding.
City of Piedmont	City shall pay entire cost of lowest cost medical insurance coverage for EE hired prior to 10/1/84 who retires on service pension prior to age 65	\$10,002,000	122%	\$1,323,000	Pay as you go.
Town of Fairfax	Town will pay % of premium based on years of service as follows: 10 years of service = 25%, 15 years = 50%, 20 years = 75%, 25 years = 100%. For retirees not eligible for % of premium paid, Town will contribute PEMHCA (2013 = \$115 per month)	\$958,500	36%	\$124,500	Prefund.
Town of Moraga	None	None	None	None	None

1- UAAL, % of Payroll, ARC, and GASB 45 data is from FY ending June 30, 2011.
2- UAAL, % of Payroll, ARC, and GASB 45 data is from FY ending June 30, 2010.

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Appendix II
Kensington Police Protection and Community Services District
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Agency	Education and POST Incentive Pay	Special Assignment Pay	Shift Differential Pay	Bilingual Pay
Kensington Police Protection and Community Services District	POST Intermediate certificate = 5% monthly incentive payment; additional 2.5% of base salary for POST Advanced certificate.	None	None	None
Broadmoor Police Protection District	POST Intermediate certificate = 5% of base salary. POST Advanced certificate = 7.5% of base salary.	None	None	None
Central Mann Police Authority	<p><u>Education Incentive Pay</u> POA. The amounts of compensation provided are not cumulative, but escalate as a higher level of education/certification is achieved. AA degree = 3% of salary per month. BA/BS degree = 5% of salary per month. MA/MS = 6% of salary per month. <u>POST Certificate Incentive Pay</u> POA. The amounts of compensation provided are not cumulative, but escalate as a higher level of education/certification is achieved. POST Intermediate certificate = 2% of salary per month. POST Advanced certificate = 4% of salary per month.</p>	<p><u>Out of Class Pay</u>: Police Officer assigned to serve as Sergeant for 2+ hours shall be granted additional compensation of \$1.25 for each hour worked. Sergeant assigned to serve as Captain for 2 weeks or less shall be granted additional compensation equal to 5% for duration of assignment (if assignment is more than 2 weeks, compensation shall be set at first step of Captain's salary range). CSO assigned to higher class for period of 40+ hours shall be granted additional compensation in amount of 5% for duration of assignment. <u>Field Training Officer</u>: \$20 per shift. <u>Training Sergeant</u>: \$20 per shift. <u>Juvenile Detective</u>: Police Officer assigned to Juvenile Detective receives \$290 per month if performing duties 50% or more of the time. <u>Detective</u>: Police Officer and Police Sergeant assigned to Detective receive \$310 per month if performing duties 50% or more of the time. <u>Master Officer</u>: \$175 per month. <u>Motorcycle Pay</u>: \$310 per month. <u>Training & Support Sergeant</u>: \$360 per month if performing duties 50% or more of the time. <u>Police Records Assignment</u>: \$275 per month if performing property management/evidence duties. <u>Corporal</u>: Police Officer receives 5% additional compensation for duration of assignment. <u>Court Time</u>: During normal duty hours, EE will be paid at 1.5CTO basis and if court appearance scheduled more than 1 hour after, or ends more than 1 hour before scheduled shift, 4 hour minimum OT/CTO paid, court time on day off paid at 4 hour minimum OT/CTO rate. <u>Range Training</u>: if outside normal duty hours, paid at 2-hour minimum at OT/CTO rate. <u>Standby</u>: EE required to <u>Acting Sergeant</u>: Police Officer shall receive additional 5% of regular straight-time rate of pay for time served. <u>Identification and Detective Pay</u>: Police Officer and Police Sergeant shall receive additional 4% of regular straight-time pay. <u>Field Training Officer and Communications Training Officer</u>: EE receives additional 5% of regular straight-time pay for each hour EE performs FTO or CTO duties. <u>Tactical Response Team</u>: EE how have been trained and occupy position of TRT receive additional \$100 per month.</p>	<p>EE working patrol regularly assigned to work nights and work 4+ shifts during pay period = 5% differential for each hour worked; EE in positions other than patrol assigned to graveyard or swing shift for 5+ shifts during pay period = 5% differential for each hour worked.</p>	<p>\$250/month or \$10 per day</p>
City of Albany	<p><u>Police Officer</u>: POST Intermediate Certificate = 1.0% and Advanced Certificate = 2.0%; AA/AS Degree = 2.0%, BA/BS degree = 4.0%, and MA/MS degree = 6.0%. <u>Police Sergeant</u>: POST Advanced Certificate = 1.0% and Supervisory Certificate = 2.0%; AA/AS Degree = 2.0%, BA/BS degree = 4.0%, and MA/MS degree = 6.0%.</p>	<p><u>Acting Sergeant</u>: Police Officer shall receive additional 5% of regular straight-time rate of pay for time served. <u>Identification and Detective Pay</u>: Police Officer and Police Sergeant shall receive additional 4% of regular straight-time pay. <u>Field Training Officer and Communications Training Officer</u>: EE receives additional 5% of regular straight-time pay for each hour EE performs FTO or CTO duties. <u>Tactical Response Team</u>: EE how have been trained and occupy position of TRT receive additional \$100 per month.</p>	None	<p>Person occupying position designated by City Council or CM as requiring fluency in language other than English shall receive additional 2% of base salary</p>

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Appendix II
Kensington Police Protection and Community Services District
Additional Benefits
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Agency	Education and POST Incentive Pay	Special Assignment Pay	Shift Differential Pay	Bilingual Pay
City of Belmont	<p><u>Police Officer</u> POST Intermediate = 5%, POST Advanced = 10% <u>Police Sergeant</u> POST Advanced = 5%.</p>	<p><u>Detective</u>: EE assigned to Detective, Detective/DARE Officer, or Detective/SRO Officer shall receive, in addition to, but separate from, all other compensation, \$220 per month. EE assigned to investigation as Detective Sergeant shall receive, in addition to, but separate from, all other compensation, \$245 per month. <u>Motorcycle</u>: EE assigned to ride motorcycle shall receive, in addition to, but separate from, all other compensation, \$170 per month. <u>Field Training Officer</u>: Police Officer continuously assigned to FTO duties shall receive, in addition to, but separate from all other compensation, \$170 per month. <u>Corporal Pay</u>: Police Officer when assigned as corporal for full shift, shall receive acting pay equal to 5% more than Police Officer's current salary for all full shifts worked. <u>Work in a Higher Class</u>: EE shall receive 5% more if worked at least 5 consecutive workdays. <u>Canine Handler</u>: Police Officer assigned as canine handler shall receive in addition to, but separate from all other compensation, \$175 per month. Officer assigned to canine handler duties and responsibilities shall, instead of the aforementioned monthly amount, receive 7 hours additional pay per pay period at rate of 1.5. <u>System Administrator</u>: EE shall receive in addition to, but separate from all other compensation, 5% of base compensation.</p>	<p>If EE works 168-hour work cycle EE shall receive 5% shift differential (PERSable compensation) included in posted salary, 2,184 hours in a year, 12 hour shift.</p>	<p>EE who have been certified as conversational level Spanish, Chinese, or other language deemed useful by the Department serving the community shall receive, in addition to but separate from, all other compensation, \$100 per month. EE who have been certified as the interpreter level shall receive, in addition to but separate from all other compensation, \$150 per month.</p>
City of Benicia	<p><u>Police Officers and Police Sergeants</u> who were employed by the City on 6/30/89 shall continue to receive additional education incentive pay of 2.5% for attainment of certificate of completion in police science major from an accredited college or university (30 units), 7.5% for attainment of Intermediate POST certificate or AA degree, or 10% for attainment of Advanced POST certificate or Bachelor's degree. <u>Police Officers and Police Sergeants</u> hired by the City on/after 7/1/89 who qualify for education incentive pay shall receive \$70 per month for attainment of certificate of completion in police science major from an accredited college or university, 3.5% of basic pay per month for attainment of Intermediate POST certificate or AA degree, or 5% increase to basic pay per month for attainment of Advanced POST certificate or Bachelor's degree.</p>	<p><u>Patrol or Traffic Pay</u>: EE receive additional 104 hours regular pay. <u>Acting Supervisor</u>: EE may be assigned to perform duties of higher class on acting basis exceeding 5 consecutive work days EE shall receive additional 5% over current salary. When EE is required to serve as acting supervisor for minimum 1 shift, EE shall be compensated for each shift by increase of \$10 per shift. <u>Field Training Officer</u>: EE shall be paid 5% of base salary. <u>Corporal Pay</u>: EE shall receive additional 5% of regular rate of pay. <u>Canine Officer/Handler</u>: For routine care, EE shall be compensated 20 minutes per day, 7 days per week at their salary schedule of pay (step A to E) at overtime rate.</p>	<p>Effective 1/1/06, sworn staff assigned to night shift (defined as 6 pm to 6 am) shall receive additional 2% of base rate of pay (salary schedule amount + education pay) for all hours worked between defined period.</p>	<p>None</p>
City of Brisbane	<p>Plan A: additional 3.5% of base salary granted to EE holding POST intermediate certificate, another 2.5% of base salary is granted to such EE holding POST Advanced certificate, max aggregate educational incentive pay granted is 6.0% of base salary. Plan B: additional 5% of base salary for EE holding AA/AS degree; another 5% of base salary granted to EE holding BA/BS degree; maximum aggregate is 10%. EE hired prior to 4/1/01 are eligible to elect either Plan A or Plan B. EE hired after 4/1/01 are only eligible for Plan B.</p>	<p><u>Out of Class Pay</u>: First step of the higher class or next step in EE's class which is not less than 5% more than the EE's current regular rate of pay. <u>Field Training Officer</u>: additional \$15 per shift. <u>Special Assignment</u>: 5% above base salary for duration of assignment. <u>K-9 Maintenance Pay</u>: compensation equivalent to 8 hours of OT rate for care and grooming of canine partner during off-duty time. <u>Detective Pay</u>: additional 10% of base salary. EE assigned to detective pay are not eligible to receive holiday pay (6%) in lieu of holiday observance.</p>	<p>Effective 7/1/02, shift EE assigned to work 168-hour schedule in 28-day cycle shall accrue 1,846 hours at compensatory time off each pay period. Maximum accrual is 160 hours. Effective 7/1/02, EE shall no longer receive 1,846 hours of comp time off each pay period.</p>	<p>None</p>

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Additional Benefits
May 2013

Agency	Education and POST Incentive Pay	Special Assignment Pay	Shift Differential Pay	Bilingual Pay
City of Clayton	POST Intermediate = \$1,200 per year; POST Advanced = \$2,160 per year	<u>Field Training Officer</u> : 5% premium; <u>Working in Higher Class</u> : Additional 5% of salary for time EE works in higher classification.	Sworn officers regularly assigned to graveyard shift shall receive additional 4% of compensation above base pay for hours worked on graveyard shift (hours between 2100 to 0700 for at least 4 days). Sworn officers regularly assigned to swing shift shall receive additional 2.5% compensation for hours worked on swing shift (hours between 1400 to 2400 or 1700 to 0300 for at least 4 hours).	None
City of El Cerrito	Eligible EE are those Patrol Officer who qualified for payments prior to 7/1/05. \$210 monthly education incentive payment shall be paid to staff who complete 50 hours or 3 units of approved study or training during prior fiscal year or accumulate 60 semester units or equivalent in quarter units of approved training or attain AA/AS degree or obtain POST Intermediate certificate. Additional \$290 monthly education incentive payment shall be paid to qualified staff who obtain POST Advanced certificate and AA/AS degree or obtain approved baccalaureate degree and possess POST Intermediate certificate or possess POST Intermediate certificate and complete 50 hours or 3 semester units during the prior fiscal year as part of EE's continuing progress toward BA/BS degree with EE having already accumulated 60 semester units or equivalent in quarter units toward said BA/BS degree. Patrol Officer who became eligible after 7/1/05 shall receive \$210 per month if EE has AA/AS degree, \$210 per month if EE has completed 60 semester units and completes 6 semester units every 24 month, or \$290 per month if EE has Bachelor's/Master's degree. Sergeant effective 7/1/05 shall be eligible for the following program: \$210 per month if EE has AA/AS degree, \$210 per month if EE has completed 60 semester units and completes 6 semester units every 24 month, or \$290 per month if EE has Bachelor's/Master's degree.	<u>Detective</u> : 5% salary differential for duration of assignments; <u>Administrative Sergeant, Detective Sergeant, Traffic Sergeant</u> : 5% salary differential for duration of assignments; <u>Motorcycle</u> : 5% salary differential; <u>School Resource Officer</u> : 5% salary differential; <u>Higher Class Pay</u> : 5% additional pay when temporarily working in higher class; <u>Canine Pay</u> : Canine handler shall receive 5% salary differential and \$250 per month for care, maintenance, and feeding of canine during off duty hours.	Sworn personnel assigned to night shift shall receive 5% of base rate of pay for all hours worked. Effective July 2010, City eliminated shift differential pay. Effective July 2010, sworn staff assigned to night shift shall receive 2% of base pay. Effective January 2011 shift differential shall be eliminated.	\$100 per month for EE designated by City as bilingual and who passes proficiency test.
City of Hercules	Intermediate POST = \$100 per month; AA/AS degree = \$125 per month; Advanced POST certificate = \$150 per month; BA/BS degree = \$175 per month	<u>Field Training Officer</u> : additional 5% of salary for time spent as FTO; <u>Officer in Charge and Acting Commander</u> : 5% above EE's salary rate for every hour worked in such temporary service; <u>Acting Chief of Police</u> : 10% above EE's salary rate for every hour worked in such temporary service; <u>K-9</u> : EE assigned as K-9 officer will be paid 5% differential; <u>Corporal</u> : additional 5% of salary.	3% differential for officers and sergeants assigned to swing and/or relief swing and 5% for officers and sergeants assigned to graveyard shift.	None

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Additional Benefits
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Agency	Education and POST Incentive Pay	Special Assignment Pay	Shift Differential Pay	Bilingual Pay
City of Piedmont	POST Intermediate certificate or AA/AS degree = 5%, POST Advanced or BA/BS degree = 7%. Police Sergeant who holds POST Supervisor certificate = 2%	<u>Canine</u> : 5% pay differential above Officer's top salary step inclusive of POST incentives as compensation. <u>Field Training Officer</u> : 5% of monthly salary for time when assigned to duties of FTO. <u>Acting Pay</u> : Police Officers assigned to duties of Watch Commander can elect cash or comp time for hours worked in position based on the following scale: 0-4 hours = 1 hour cash or comp time, 4-8 hours = 2 hours cash or comp time, 8-12 hours = 3 hours cash or comp time. <u>Range Pay</u> : Off duty EE required to qualify on shooting range shall receive minimum 3 hours pay at rate of 1.5x hourly rate of pay. <u>Detective or Juvenile Officer</u> : 5% of monthly salary for time assigned to duties as Detective or Juvenile Officer. <u>Traffic Officer</u> : 5% of monthly salary for time assigned to duties as Traffic Officer.	Sworn staff assigned to night shift (7 pm to 7 am) shall receive additional compensation = 4% of base rate of pay (salary + education pay) as shift differential pay for all hours worked between 7 pm and 7 am.	None
Town of Fairfax	AA degree or POST Intermediate certificate = 2.5% salary step increase. BA/BS degree or POST Advanced certificate = 5% salary step increase. POST Supervisory certificate = 7.5% salary step increase.	<u>Department Appointed Positions</u> : EE assigned to Administrative Sergeant, Corporal, or Detective/Juvenile Officer shall receive 5% incentive step increase for duration of appointment. <u>Out of Class Pay</u> : EE who works minimum 32 hours shall receive additional 7.5% of base pay for time worked in higher class. <u>Solo Pay</u> : Additional 5% of base pay for hours worked alone. <u>Field Training Officer</u> : 5% of base salary for hours spent training.	5% graveyard shift differential added to base pay for officers assigned to work hours of 7 pm to 7 am.	None
Town of Moraga	Bachelor's degree = 2.5% of base salary. Patrol Officer: POST Intermediate certificate = 3.3%; POST Advanced certificate = 5%. Sergeant: POST Intermediate certificate = 3%. POST Advanced certificate = 5%.	<u>Officer in Charge</u> : Additional \$1.25 per hour for each hour worked. <u>Field Training Officer</u> : Additional \$1.75 per hour for each hour worked. <u>Cell Phone Response Pay</u> : 3% of base salary for supervisors required to respond to off-duty requests via cell phone. <u>Detective</u> : 2.5% of base pay for duration of assignment.	2.5% of base pay for graveyard shift.	None

Appendix II
Kensington Police Protection and Community Services District
Additional Benefits
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Agency	Vacation Accrual Rates
Kensington Police Protection and Community Services District	First year = 13 days; 8 additional hours per year until the end of the 8th year, then 8 hours every other year thereafter to a maximum of 26 days.
Broadmoor Police Protection District	1-4 years = 6.6 hours per month; 5 years = 10 hours per month; 6 years = 10.6 hours per month; 7 years = 11.3 hours per month; 8 years = 12 hours per month; 9 years = 12.6 hours per month; 10+ years = 13.3 hours per month.
Central Marin Police Authority	1-5 years = 3.08 hours biweekly; 6-9 years = 4.62 hours biweekly; 10-14 years = 6.16 hours biweekly; 15+ years = 7.69 hours biweekly.
City of Albany	EE hired before 4/15/13: 0-1 years = 4.01 hours per pay period (no vacation entitlement); 2-4 years = 4.01 hours per pay period; 5-9 years = 5.54 hours per pay period; 10-14 years = 6.15 hours per pay period; 15-19 = 6.77 hours per pay period; 20+ years = 7.38 hours per pay period. EE hired on/after 4/15/13: 0-1 years = 3.38 hours per pay period (no vacation entitlement); 2-4 years = 3.38 hours per pay period; 5-9 years = 4.92 hours per pay period; 10-14 years = 5.54 hours per pay period; 15-19 = 6.15 hours per pay period; 20+ years = 6.77 hours per pay period
City of Belmont	1-4 years = 80 hours; 5 years = 120 hours; 5 years = 128 hours; 7 years = 136 hours; 8 years= 144 hours; 9 years = 152 hours; 10+ years = 160 hours.
City of Benicia	1-3 years of continuous service = 10 days, 4-9 years = 15 days, 10-19 years = 20 days, and 20+ years = 25 days. (work day = 8 hours per day)
City of Brisbane	42 hour workweek. First 4 years = 84 hours, after 4 years = 126 hours, after 9 years = 168 hours.
City of Clayton	0-24 months = 6.67 hours per month; 25-48 months = 8 hours; 49-96 months = 10 hours; 97-180 months = 13.33 hours; 181+ months = 16.67 hours.
City of El Cerrito	1 year = 88 hours per year, 2-3 years = 96 hours, 4 years = 104 hours, 5 years = 112 hours, 6-7 years = 120 hours, 8-9 years = 128 hours, 10-11 years = 136 hours, 12-13 years = 144 hours, 14-15 years = 152 hours, 16-17 years = 160 hours, 18-19 years = 168 hours, 21 years = 184 hours increasing 8 hours per year until 34 years = 288 hours.
City of Hercules	0-4 years = 96 hours per year, 5-9 years = 120 hours, 10-15 years = 144 hours, 16-19 years = 160 hours, 20+ years = 176 hours.
City of Piedmont	0-4 yrs = 88 hours; 5-8 yrs = 120 hours; 9-11 yrs = 136 hours; 12-14 yrs = 152 hours; 15-18 yrs = 176 hours; 19+ yrs = 200 hours.

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Kensington Police Protection and Community Services District
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Agency	Vacation Accrual Rates
Town of Fairfax	1-4 years = 88 hours per year, 4-10 years = 120 hours, 10-15 years = 160 hours, 15+ years = 200 hours.
Town of Moraga	Year 1 = 4.61 per pay period (120 hours per year); additional 8 hours per year shall be earned and accrued per year of service up to 320 hours per year.

**Appendix II
Kensington Police Protection and Community Services District
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Agency	Opt-Out Allowance	Uniform Allowance	Longevity Program	Sick Leave Cash-Out Policy
Kensington Police Protection and Community Services District	None	District shall provide a clothing allowance of \$800 per year. District pays for cost of repairing and/or replacing uniforms. District agrees to reimburse members for safety equipment up to \$250 per year each year officer is employed under contract; unused reimbursement may be rolled over by individual officers to the following year for the life of the contract to maximum of \$750.	District agrees to provide longevity incentive equal to an annual bonus of \$100 for each year of service with the District beginning with the 10th year of service, to be paid every year.	District entered into a contract with PERS to provide retirement credit for unused sick leave in lieu of sick leave payout upon termination or retirement.
Broadmoor Police Protection District	None	District provides all uniform and equipment needed, including repair and replacement.	None	Accumulated sick leave may be converted to service credit under PERS
Central Marin Police Authority	None	New EE shall be provided uniforms and Authority shall replace work or damaged uniforms. EE assigned to Detective shall receive \$450 allowance per year	None	None, except unused sick leave credit for PERS retirement (additional service credit at rate of 0.004 years for each day of sick leave).
City of Albany	City contribution of EE only benefit allowance plan rate and City's PERS health rate contributed into the City's deferred compensation plan	<u>Uniform Allowance</u> : \$1,000 per year. <u>Safety Equipment Allowance</u> : EE hired before 6/1/05, City will pay up to \$250 per year for receipted repairs or replacement of safety equipment (handgun, handcuffs, leather goods, baton, raingear, helmet, safety shoes, flashlight, and accessories). For EE hired after 6/1/05, City shall provide newly hired sworn EE with safety equipment (handgun, handcuffs, leather goods, baton, raingear, helmet, safety shoes, flashlight, and accessories); EE may receive reimbursement for receipted purchases of other safety or duty-related equipment subject to recommendation of Police Chief and approval of the CM (reimbursement up to \$250 per year); City will pay up to \$100 per year for receipted repairs or replacement of safety equipment. <u>Bulletproof Vests</u> : City will provide APOA membership a prepayment option for purchasing bullet proof vests; maximum amount available to sworn EE is \$1,500.	<u>Police Officer</u> : 8.9% above Step 5. <u>Police Sergeant</u> : 7.5% above Step 5. Equivalent to \$679 per month for each classification put into Retiree Health Savings Account.	Upon retirement, EE entitled to be paid for ¼ of accumulated sick leave up to maximum of 370 hours at regular salary on retirement date. Remaining sick leave reported to PERS for retirement service credit of unused sick leave.

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**Appendix II
Kensington Police Protection and Community Services District
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Agency	Opt-Out Allowance	Uniform Allowance	Longevity Program	Sick Leave Cash-Out Policy
City of Belmont	For EE hired prior to 10/11/11, EE may elect alternate coverage with cash option to receive up to 50% cash of City's waived premium amount and remaining 50% shall be deposited into the EE's deferred compensation account OR EE may elect to contribute 100% into deferred compensation account. Amounts are capped at 2011 amounts. EE hired on/after 10/11/11 shall receive up to ½ of Kaiser single plan rate as cash or deferred compensation contribution.	Safety Equipment: City shall supply EE with safety equipment. Uniform Allowance: Safety staff shall receive \$900 per year.	None	Upon retirement or death, City shall compensate EE for accumulated sick leave at rate of 25% of days accumulated for EE with at least 5 years but less than 10 years of service with City and at rate of 50% for EE with 10+ years of service with City up to maximum of 120 accumulated days. City shall continue to provide EE with option to convert accumulated sick leave to PERS service credit at retirement.
City of Benicia	EE who have dual coverage on health plan shall receive cash amount City contributes towards single rate based on classification if they decline City's plan	\$75 per month. City shall provide safety equipment and bullet proof vests	None	City agrees to convert 25% of accrued sick leave upon retirement (service or disability) to cash, payable to the retiring EE, provided EE has at least 12 years of service. For purposes of this section, salary includes salary schedule amount + education pay. City will reimburse EE after 1 year of service 25% of their annually accrued but unused sick leave in December each year
City of Brisbane	If EE selects no plan, City shall contribute sum equal to EE only contribution for least expensive plan offered by PERS health.	City will provide uniforms, safety equipment, and vests. The City will also provide unlimited cleaning, tailoring, alteration, and repairs, and service stripes, rank insignia, and special assignment accoutrements. City will repair or replace all items of personal property lost or damaged during performance of duty, max loss paid at any one incident will be \$100	None	EE separating from City service shall not be entitled to any payment of unused, accrued leave.
City of Clayton	\$250 per month; for EE hired after 6/30/10 = \$0	\$900 per year.	None	None
City of El Cerrito	City shall contribute equivalent to the lowest medical plan (Kaiser) single premium to Flexible Benefit Plan and EE may receive this amount in cash or may reallocate toward the purchase of other benefits.	Effective 1/1/09, uniform allowance equal to \$1,000 per year. City shall pay cost of repairing uniforms and equipment. City will provide modern and effective police equipment	7-15 years of service = 3% of annual base salary, 15-20 years = 5% of annual base salary, 20+ years = 7% of annual base salary.	Sworn EE show effective retirement date is within 4 months of separation from employment with the City shall be credited upon retirement with 0.004 year of service credit for each unused day of sick leave. Upon death, value of EE's accrued sick leave calculated at the EE's hourly rate shall be paid to EE's estate or designated beneficiary up to 2,080 hours.

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Kensington Police Protection and Community Services District
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Agency	Opt-Out Allowance	Uniform Allowance	Longevity Program	Sick Leave Cash-Out Policy
City of Hercules	EE shall be entitled to use 50% of eligible contribution to compensation of choice (50% of \$1,623.44 if family coverage, \$1,222.26 if EE+1; \$553.63 if EE only).	Uniforms provided. City provides \$75 per month. Uniform allowance suspended for 2012-13 in exchange for re-instatement of salary step advancement.	After 10 years = \$100 per month, after 15 years = \$150 per month, after 20 years = \$200 per month, after 25 years = \$250 per month. Effective 1/1/09, City will begin calculating longevity pay as % of salary as follows: at 10 years = 3% of salary, at 15 years = additional 2%, at 18 years = additional 1.5% of salary, at 20 years of service = 1.5%	City does not pay EE for unused sick leave upon termination for any reason. EE who retires may convert unused sick leave balance to service credit.

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May 2013**

Agency	Opt-Out Allowance	Uniform Allowance	Longevity Program	Sick Leave Cash-Out Policy
City of Piedmont	None	\$1,500 per year.	None	Sick leave credit of 0.004 year of service credit for each unused day of sick leave (Credit for Unused Sick Leave in accordance with CA Public EE Retirement Law).
Town of Fairfax	Opt-out Allowance: \$200 per month cash back allowance.	\$700 per year; safety equipment provided.	5-9 years = \$150 per month; 10-15 years = \$200 per month; 16+ years = \$250 per month.	Accumulated sick leave up to 50% shall be paid back to EE upon retirement or voluntary separation from Town. EE must have combined 15 years of service with Town or other police agency. Sick leave cap = 1,280 hours (maximum pay back is 640 hours). EE may elect to transfer half of annual accumulated sick leave to vacation accrual balances up to 60 hours.
Town of Moraga	Opt-out Allowance: Town will contribute amount equal to 50% of Kaiser HRA family premium rate into ICMA 457 account.	Town will furnish safety equipment. Uniform Allowance = \$1,050 per year.	Longevity bonus eliminated (previously members were credited with 40 hours of bonus vacation leave on 20th anniversary, 80 hours at 25th anniversary, and 120 hours on 30th anniversary).	None

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**Appendix II
Kensington Police Protection and Community Services District
Additional Benefits
May 2013**

Agency	Budget-Driven Human Resources Strategies
Kensington Police Protection and Community Services District	None
Broadmoor Police Protection District	None
Central Marin Police Authority	None
City of Albany	Reduced vacation leave accruals for EE hired on/after 4/15/13
City of Belmont	Mandatory furlough Safety EE will have furlough obligation of 60 hours for FY 2011-12 and 2012-13. EE hired after 1/2/12 receive 3%@55 formula.
City of Benicia	Tiered Retirement Benefit: EE hired on/after 1/1/11 receive 3%@55 formula and average three year final compensation. EE in this tier pay 9% member contribution.
City of Brisbane	City recently negotiated changing from a health insurance contribution based on highest HMO that CalPERS provides to fixed dollar amounts equal to the CalPERS 2012 Blue Shield Access+ rates. City will likely try to continue working off of a fixed dollar amount rather than changing as rates change annually.
City of Clayton	Two-Tiered Retirement Program: EE hired on/after 7/1/10 receive 2%@50 retirement plan with final compensation based on 3 years of salary. EE pays employee contribution.
City of El Cerrito	SEIU has 3 furlough days and sharing the cost of EPMC (2.5% EE, 5.5% ER). Management group is also sharing the cost of EPMC (4% EE, 4% ER). N/A for Police.
City of Hercules	Salaries reduced by 3.7% effective 2010. Additionally HPOA agreed to accept 3 furlough days or 24 hours unpaid leave to be placed in leave bank. EE hired after 6/30/11 receive 3%@55 formula.
City of Piedmont	EE hired on/after 9/1/12 will be provided 2%@50 formula and EE are responsible for 9% member contribution.
Town of Fairfax	EE hired effective 7/1/09, receive 3%@55 formula with final compensation based on 3 highest years of salary.
Town of Moraga	None

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COMPARISON OF POLICE SALARY FOR KENSINGTON AND SIMILAR CITIES

Kensington Police	Piedmont	Albany	El Cerrito	Moraga	Belmont
FYE 6-30-2015 ¹	FYE 6-30-2015 ²	FYE 10-31-2014 ³	FYE 6-30-2015 ⁴	FYE 6-30-2015 ⁵	FYE 06-30-14 ⁶
MSgt 8380	----	----	----	----	
Sgt 7899	9391	9561	10266	8335	10083
Corp 7028	----	----	8954	7465	9424
Officer 6890	7902	8100	8075	7248	8156
FYE 6-30-2016	FYE 6-30-2016	n/a	FYE 6-30-2016	n/a	n/a
MSgt 8694	----		----		
Sgt 8195	9673		10728		
Corp 7291	----		9357		
Officer 7148	8139		8438		
FYE 6-30-2017	FYE 6-30-2017	n/a	FYE 6-30-2017	n/a	n/a
MSgt 9064	----		----		
Sgt 8544	9963		11157		
Corp 7601	----		9731		
Officer 7452	8383		8776		
FYE 6-30-2018	n/a	n/a	n/a	n/a	n/a
MSgt 9449					
Sgt 8907					
Corp 7924					
Officer 7769					

All of the MOU's and salary schedules listed are for the latest period that could be located through public sources.

¹KPOA MOU proposed to begin on execution and run through 6-30-2018. It is not retroactive. Sworn officers get 3.75, 3.75, 4.25, and 4.25 % annual raises, but give back 3% to pension costs in year 1, 6% in year 2, 9% in year 3, and pay the entire employee pension cost up to 12% of salary in year 4. All salaries throughout this chart are top step in range for ease of comparison. Net salary increase over 4 years = 4%, based on 16% aggregate raise, less 12% employee give-back to pension.

² Piedmont police contract expires 6-30-2017. Employees give back 9% to pension costs.

³ Albany's MOU covers November 1, 2011 –October 31, 2014. Sworn officers give back 9% to pension costs.

⁴ MOU expires June 30, 2017. Each rank get an 8% raise in year 1, 4.5% year raise in year 2, and 4.0% year raise in year 3. Each rank gives back 9% to pension costs in year 1, an additional 1.5% in year 2 and an additional 1.5% in year 3. Net salary increase = 4.5% based on 16.5% raise against 12% employee give-back to pension.

⁵ Moraga's MOU is for the period July 1, 2013 through June 30, 2015. Moraga employees give back 9% to pension cost. Only basic rank is listed for comparison; as with all other communities listed, pay can increase based on POST intermediate and advance certification.

⁶ Belmont's MOU covered the period July 1, 2011 through June 30, 2014. There are no pay increases over the life of the MOU other than step increases. Officers give back 3% to pension cost. Salaries can increase based on intermediate and advanced POST certification. Table reflects patrol officer salary without POST certification, corporal pay reflects advanced POST certification (which is the only classification available) and sergeant pay reflects intermediate POST certification.

MEMORANDUM OF UNDERSTANDING
Between

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

And

KENSINGTON POLICE OFFICERS' ASSOCIATION

Effective Date until June 30, 2018

This Memorandum of Understanding is made and entered into on _____, 2014, 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. This Memorandum of Understanding will become effective immediately upon its ratification by the Association and the District (the "Effective Date").

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 concluded; 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

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9. 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.
10. 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.
11. 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.

EFFECTIVE with the first full pay period after ratification of this agreement by the Association and the District, the District and the Association agree the District will compensate all members of the Association as follows:

Year One of the contract term (Effective Date-June 30, 2015), the District agrees to increase salaries 3.75%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after ratification of this agreement by the Association and the District, through the first pay period ending after June 30, 2015, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,136.56	\$8,380.66	-----	-----	-----
Sergeant	\$7,090.87	\$7,374.50	\$7,595.73	\$7,899.58	-----
Corporal	\$7,028.04	-----	-----	-----	-----
Officer	\$5,557.15	\$5,862.80	\$6,185.25	\$6,525.44	\$6,890.22

Year Two of the contract term (July 1, 2015-June 30, 2016), the District agrees to increase salaries 3.75%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after July 1, 2015 through the first pay period ending after June 30, 2016, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,441.68	\$8,694.93	-----	-----	-----
Sergeant	\$7,356.78	\$7,651.04	\$7,880.57	\$8,195.81	-----
Corporal	\$7,291.59	-----	-----	-----	-----
Officer	\$5,765.54	\$6,082.66	\$6,417.20	\$6,770.14	\$7,148.60

Year Three of the contract term (July 1, 2016-June 30, 2017), the District agrees to increase salaries 4.25%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective beginning with the first full pay period after July 1, 2016 through the first pay period ending after June 30, 2017, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$8,800.45	\$9,064.46	-----	-----	-----
Sergeant	\$7,669.44	\$7,976.21	\$8,215.49	\$8,544.13	-----
Corporal	\$7,601.48	-----	-----	-----	-----
Officer	\$6,010.58	\$6,341.17	\$6,689.93	\$7,057.87	\$7,452.42

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Year Four of the contract term (July 1, 2017-June 30, 2018), the District agrees to increase salaries 4.25%. Specifically, the monthly base wage rate salary schedule and compensation levels for the positions of Master Sergeant, Sergeant, Corporal, and Officer, which will be effective with the first full pay period after July 1, 2017 through the first pay period ending after June 30, 2018, shall be:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Master Sergeant	\$9,174.47	\$9,449.70	-----	-----	-----
Sergeant	\$7,995.39	\$8,315.20	\$8,564.65	\$8,907.26	-----
Corporal	\$7,924.54	-----	-----	-----	-----
Officer	\$6,266.03	\$6,610.67	\$6,974.25	\$7,357.83	\$7,769.15

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

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PIEDMONT

AND THE

PIEDMONT POLICE OFFICERS ASSOCIATION

July 1, 2013 – June 30, 2017

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eighteen (18) months and the period for promotional appointments shall be twelve (12) months. Individual probationary periods may be extended with good cause upon recommendation of the Police Chief.

SECTION 5 - SALARIES

5.1 Minimum Salary

There will be a three percent (3%) salary increase each fiscal year during the term of this MOU. The monthly rates of pay in effect for the duration of this MOU will be:

Classification	Effective 7/1/2013	Effective 7/1/2014	Effective 7/1/2015	Effective 7/1/2016
Sergeant	9,118	9,391	9,673	9,963
Police Officer – Step 3 (25 months and thereafter)	7,671	7,902	8,139	8,383
Police Officer – Step 2 (13 to 24 months)	6,982	7,192	7,408	7,630
Police Officer – Step 1 (0 to 13 months)	6,357	6,548	6,744	6,947

5.2 Salary at Time of Employment

Every new employee shall be paid the first step on the employment scale, except at the recommendation of the Chief of Police, the City Administrator may authorize employment at a higher step.

5.3 Eligibility for Advancement in Pay

Employees shall be advanced from Step 1 through Step 3 in accordance with the time-in-step requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

When an employee demonstrates outstanding capacity in performing his/her duties, advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

5.4 Attaining Advancement

An employee, in order to be advanced in steps, must meet standards in the overall evaluation. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

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Memorandum of Understanding

Between

City of Albany

and

Albany Peace Officers'
Association

November 1, 2011 – October 31, 2014

employee's promotional probationary period is at the discretion of the Police Chief and is not subject to the grievance procedure.

Section 4. Disciplinary Action

Sworn and Non-Sworn Employees

The Police Chief is vested with the power to discipline sworn and non-sworn employees in accordance with Department regulations and State law (Sec. 3300 GC, et seq.). Such employees will be notified in writing of such disciplinary action and will have the right of appeal. Sworn employees who are discharged as a result of a disciplinary action may appeal such action to a Hearing Board established through the provisions of Section 8.03c of the City Charter, or through the Grievance Procedure contained in Section 15 herein. If the Grievance Procedure is utilized, the grievance must contain the information required by the provisions of Section 15(2), and the grievance shall be processed beginning at Step 3. The discharged employee may not utilize both such procedures. Disciplinary actions other than discharge are subject to appeal only through the Grievance Procedure.

Section 5. Salaries

5.1 Salary Ranges

Effective April 15, 2013 the salary ranges set forth in Appendix A will be increased by 2.0%.

Effective the first full pay period after September 1, 2013 the City shall add Step 6 to the Salary Plan for all classifications. The Step 6 shall be placed 3.0% higher than the current Step 5.

Effective the first full pay period after September 1, 2014 the City shall add Step 7 to the Salary Plan for all classifications. The Step 7 shall be placed 3.0% higher than the current Step 6.

Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

5.2 Salary Plan

Positions within the Albany Police Department have been placed on a step system, providing the merit increases after varying periods of service. Typically, the first step is the salary level at which entrance into the classification of work begins and the level at which it carries through the first year. Most positions are provided then with Step 2 through Step 7 to cover annual intervals in added expertise within the Department. Employees are eligible to advance to Longevity Step when they meet the criteria specified in Section 13.12. The step indicated as Longevity Step is the highest level to be attained on the salary schedule.

(1) Except as otherwise provided in this Memorandum of Understanding, permanent part-time employees shall be included in the provisions of this Memorandum of Understanding. Permanent part-time employees are those salaried employees who are

Appendix A

- A. Effective on July 11, 2011, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Lieutenant	9168	9626	10107	10612	11143
Sergeant	7270	7634	8016	8417	8838
Police Officer	6158	6466	6789	7128	7484
<i>Police Admin Svcs Supervisor</i>	<i>5506</i>	<i>5781</i>	<i>6070</i>	<i>6374</i>	<i>6693</i>
Communications Clerk	4581	4810	5051	5304	5569
Polices Services Technician II	4128	4334	4551	4779	5018
Polices Services Technician I	3720	3906	4101	4306	4521
Parking Enforcement Officer	3061	3214	3375	3544	3721
Captain (*)					12119
Police Officer Clerk (*)					6229

- B. Effective April 15, 2013, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Lieutenant	9351	9819	10310	10826	11367
Sergeant	7415	7786	8175	8584	9013
Police Officer	6281	6595	6925	7271	7635
Communications Clerk	4673	4907	5152	5410	5681
Polices Services Technician II	4211	4422	4643	4875	5119
Polices Services Technician I	3794	3984	4183	4392	4612
Parking Enforcement Officer	3122	3278	3442	3614	3795
Captain (*)					12361
Police Officer Clerk (*)					6354

- C. Effective September 2, 2013, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Lieutenant	9351	9819	10310	10826	11367	11708
Sergeant	7415	7786	8175	8584	9013	9283
Police Officer	6281	6595	6925	7271	7635	7864
Communications Clerk	4673	4907	5152	5410	5681	5851
Polices Services Technician II	4211	4422	4643	4875	5119	5273
Polices Services Technician I	3794	3984	4183	4392	4612	4750
Parking Enforcement Officer	3122	3278	3442	3614	3795	3909
Captain (*)						12732
Police Officer Clerk (*)						6545

Continued on the next page.

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D. Effective September 1, 2014, the monthly salary ranges for employees in each classification shall be as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Lieutenant	9351	9819	10310	10826	11367	11708	12059
Sergeant	7415	7786	8175	8584	9013	9283	9561
Police Officer	6281	6595	6925	7271	7635	7864	8100
Communications Clerk	4673	4907	5152	5410	5681	5851	6027
Polices Services Technician II	4211	4422	4643	4875	5119	5273	5431
Polices Services Technician I	3794	3984	4183	4392	4612	4750	4893
Parking Enforcement Officer	3122	3278	3442	3614	3795	3909	4026
Captain (*)						12493	13114
Police Officer Clerk (*)						6545	6741

(*) This position is shown for retirement purposes only

City of El Cerrito

5 pages

CITY OF EL CERRITO
MONTHLY SALARY GRADES
EFFECTIVE JULY 7, 2013

MANAGEMENT - 2.5% EFFECTIVE 7/12/09

JOB CODE	JOB CLASS	BOTTOM ₁	CONTROL PT ₂	TOP ₃
545	ASSISTANT TO THE CITY MANAGER	8,028	7,533	9,416
905	SENIOR PLANNER	5,868	7,332	9,185
950	MAINTENANCE SERVICES SUPERINTENDENT (1/18/11)	5,841	7,051	8,814
860	RECREATION SUPERVISOR (12/18/12)	5,841	7,051	8,814
549	PROGRAM MANAGER	5,841	7,051	8,814
548	ADMINISTRATIVE ANALYST III	5,841	7,051	8,814
547	ADMINISTRATIVE ANALYST II	5,129	6,411	8,014
546	ADMINISTRATIVE ANALYST I	4,862	5,827	7,284

PUBLIC SAFETY MANAGEMENT - EFFECTIVE 7/12/09

JOB CODE	JOB CLASS	BOTTOM ₁	CONTROL PT ₂	TOP ₃
852	FIRE CHIEF (2%)	10,915	13,144	16,430
951	POLICE CHIEF (3% - 7/10/11)	10,857	13,571	16,964
933	POLICE CAPTAIN (8/17/09)	10,020	12,526	15,657
947	BATTALION CHIEF/TRAINING OFFICER (2%)	8,832	11,040	13,789
931	POLICE LIEUTENANT (8/17/09)	8,520	10,850	13,312
930	BATTALION CHIEF (2%)	8,029	10,038	12,545

★ POLICE (SWORN) - EFFECTIVE 7/07/13

JOB CODE	JOB CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
881	POLICE SERGEANT/DET/MOTOR/ADMIN ASSIGN. (3.42%)	8,287	8,887	9,098	9,529	9,981
880	POLICE SERGEANT (3.42%)	7,902	8,273	8,665	9,075	9,506
842	POLICE CORPORAL/DETECTIVE ASSIGN. (.35%)	7,247	7,584	7,940	8,314	8,708
841	POLICE CORPORAL (.35%)	8,901	7,223	7,582	7,918	8,291
840	POLICE OFFICER - DETECTIVE / MOTOR ASSIGN (.35%)	6,542	6,846	7,185	7,500	7,851
830	POLICE OFFICER (.35%)	6,231	6,520	6,824	7,143	7,477

1 Bottom is the equivalent to Step 1
2 Control Pt (Point) is the equivalent to Step 5
3 Top is exceptional performance (between the control point and top)

SIDE LETTER AGREEMENT BETWEEN
THE CITY OF EL CERRITO
AND
EL CERRITO POLICE EMPLOYEE'S ASSOCIATION

MODIFYING LANGUAGE ON SALARIES AND RETIREMENT

July 15, 2014

Representatives for the City of El Cerrito and representatives for the El Cerrito Police Employees' Association have agreed to the following modifications of the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Police Employees' Association which expires on June 30, 2016 and was extended to June 30, 2017 by a Side Letter between the parties dated July 8, 2010 and subsequently modified by a Side Letter dated June 19, 2012. It is the intent of the parties that the Side Letter dated July 15, 2014, modifies as follows the Side Letters dated July 8, 2010 and June 19, 2012.

The modifications to the Memorandum of Understanding between the City of El Cerrito and the El Cerrito Police Employees' Association are as follows:

- Section 3.1 Duration of this Memorandum – This agreement shall be in full force and effect commencing July 1, 2006, through December 31, 2017. Terms and conditions of this Agreement shall remain in full force until adoption of a successor Agreement.
- Section 7.1 – 7.5 Health, Dental and Retirement
 - Maintenance of current benefits for term of MOU.
- Section 7.4 Retirement Plan for Sworn Personnel
 - Effective June 30, 2001, the retirement plan for sworn personnel shall be the 3.0% @ 50 PERS Plan, including:
 - Credit for Unused Sick leave at retirement
 - Final Compensation - Single highest year
 - 1959 Survivor Benefits Level IV
 - For sworn personnel who are hired after December 31, 2012 and who are not "Classic Employees" as defined by CalPERS, the following retirement benefits shall be provided:
 - Retirement formula commonly known as 2.7% @ 57
 - Final Compensation – 3 Year Average
 - Credit for Unused Sick Leave at Retirement
 - The employee contribution shall be 50% of the normal cost as defined by PERS.
 - For miscellaneous personnel who are hired after December 31, 2012 and who are not "Classic Employees" as defined by CalPERS, the following retirement benefits shall be provided:
 - Retirement formula commonly known as 2% @ 62
 - Final Compensation – 3 Year Average
 - Credit for Unused Sick Leave at Retirement

- The employee shall contribution shall be 50% of the normal cost as defined by PERS.
- Section 8.1 Holidays
 - Effective July 1, 2010, the City will increase the number of floating holidays from two (2) to three (3).
- Section 13.1 Base Monthly Salaries
 - Salary increases for Non-Sworn Personnel
 - Effective July 2010 – 2.0%
 - Effective January 2011 – 2.0%
 - Effective July 2011 – Survey
 - Effective the first full pay period in July 2012, there shall be no increase to the base salary for represented classifications.
 - Effective July 2013 – Survey
 - Effective the first full pay period after adoption of this Side Letter by the City Council, the base monthly salary shall be increased by 8.0%.
 - Effective the first full pay period in July 2015, the base monthly salary shall be increased by 4.5%.
 - Effective the first full pay period in July 2016, the base monthly salary shall be increased by 4.0%.
 - Salary increase for Police Sergeant
 - Effective July 2010 – 3.0%
 - Effective January 2011 – 3.0%
 - Effective July 2011 – 3.0%
 - Effective January 2012 – 3.0 %
 - Effective the first full pay period in July 2012, there shall be no increase to the base salary for represented classifications.
 - Effective July 2013 – Survey
 - Effective the first full pay period after adoption of this Side Letter by the City Council, the base monthly salary shall be increased by 8.0%.
 - Effective the first full pay period in July 2015, the base monthly salary shall be increased by 4.5%.
 - Effective the first full pay period in July 2016, the base monthly salary shall be increased by 4.0%.
 - Salary increase for Police Officer/Corporal
 - Effective July 2010 – 3.5%
 - Effective January 2011 – 3.5%
 - Effective July 2011 – 3.5%
 - Effective January 2012 – 3.5%
 - Effective the first full pay period in July 2012, there shall be no increase to the base salary for represented classifications.

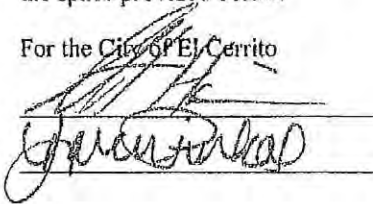
- Effective July 2013 – Survey
 - Effective the first full pay period after adoption of this Side Letter by the City Council, the base monthly salary shall be increased by 8.0%.
 - Effective the first full pay period in July 2015, the base monthly shall be increased by 4.5%.
 - Effective the first full pay period in July 2016, the base monthly salary shall be increased by 4.0%.
- Section 13.3 - Pension Reimbursement
 - A represented regular employee's base monthly salary shall be as stated in Section 13.1, with the employee's PERS contribution paid by the City.
 - Effective the first payroll period after adoption of this Side Letter by the City Council, classic safety employees shall pay their 9.0% employee contribution towards PERS.
 - Effective the first payroll period after adoption of this Side Letter by the City Council, classic miscellaneous employees shall pay their 8% employee contribution towards PERS and an additional 1% towards the employer PERS contribution for a total of 9% contribution towards PERS pension costs.
 - Effective the first payroll period after adoption of this Side Letter by the City Council, New Miscellaneous Employees, as defined by PERS, shall pay a minimum of 9% towards PERS pension costs.
 - Effective the first full pay period in July 2015, both classic safety and miscellaneous employees shall make a 1.5% contribution towards the employer PERS contribution, for a total of 10.5% contribution towards PERS pension costs.
 - Effective the first full pay period in July 2015, New Miscellaneous Employees shall pay a minimum of 10.5% contribution towards PERS pension costs.
 - Effective the first full pay period in July 2016, both classic safety and miscellaneous employees shall make an additional 1.5% contribution towards the employer PERS contribution, for a total of 12.0% contribution towards PERS pension costs.
 - Effective the first full pay period in July 2016, New Miscellaneous Employees shall pay a minimum of 12.0% contribution towards PERS *pension costs*.
 - Effective the first full payroll period after adoption of this Side Letter by the City Council, both miscellaneous and safety employees hired after December 31, 2012, who are not "Classic Employees" as defined by CalPERS and are receiving retirement benefits as per the Public Employees' Pension Reform Act (PEPRA) shall pay 50% of the normal costs of their retirements as determined by PERS in accordance with PEPRA requirements.
 - Effective the first payroll period after the adoption of this Side Letter by the City Council, an employee's pension contributions shall be tax deferred and made in accordance with IRS Section 414 H(2).

- Section 13.6 Longevity
 - Effective December 1, 2014 and each December 1 thereafter, the City shall make longevity payments to those employed with the City as of the day of payment as follows:
 - For employees with 5 years of service with the City but less than 10 years, the annual longevity payment shall be three percent (3.0%) of their annual base rate of pay.
 - For employees with 10 years of service with the City but less than 20 years, the annual longevity payment shall be six percent (6.0%) of their annual base rate of pay.
 - For employees with 20 years or more years of service with the City, the annual longevity payment shall be nine percent (9.0%) of their annual base rate of pay.

- Section 13.7 A. Shift Differential
 - Effective with the first full pay period in July 2010, this language replaces 13.7 A. of the MOU which expires on June 30, 2017.
 - Effective with the first full pay period in July 2010, sworn personnel assigned to night shift shall receive 2.0% of their base rate of pay as shift differential pay for all hours worked.
 - Effective with the first full pay period in January 2011, shift differential shall be eliminated.

If the forgoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

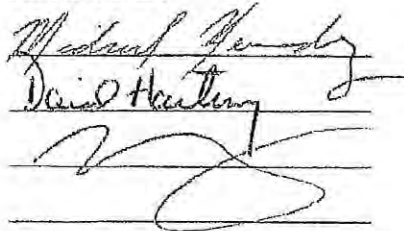
For the City of El Cerrito



Date:

7/17/14

For the ECPEA



Date:

7/17/14

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

THE

TOWN OF MORAGA

AND THE

**MORAGA POLICE OFFICERS
ASSOCIATION**

JULY 1, 2013 – JUNE 30, 2015

mental disability, medical condition or any other characteristic protected by federal, state, or local law.

- B. Neither the Town nor the MPOA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights to engage or not to engage in any activities pursuant to Section 3500 et seq. of the Government Code.

ARTICLE VIII – COMPENSATION

- A. **Step Assignments.** The Town agrees to adhere to the following step assignments based on the member's anniversary date of employment with the Town or date of promotion and continuing acceptable service. The Town Manager may enhance the anniversary date by including prior police service with another agency if said experience is applicable.

<u>Step</u>	<u>Eligibility</u>
A	Entry into classification
B	6 months in Step A
C	12 months in Step B
D	12 months in Step C
E	12 months in Step D

- B. **Wage Adjustments**

- i. Effective July 1, 2013, the Town will implement a 2% increase to base salary.
- ii. Effective July 1, 2014, the Town will implement a 1% increase to base salary.

- C. **CalPERS Retirement**

CalPERS "Classic" Members

For "Classic" members, as defined by CalPERS, the Town will continue to provide the CalPERS "2% @ 50 / 2.7% @ 55" safety retirement program for MPOA employees. Effective July 1, 2013, the Town will pay the CalPERS Employer's contribution, and the employees will pay the CalPERS Employee Contribution (9%). Employees shall make their portion of the CalPERS contribution on a "pre-tax" basis pursuant to IRS Code section 414(h)(2).

"New" Members Hired on or After January 1, 2013

For "New" local safety members, as defined by CalPERS, the Town will comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA) that went into effect on January 1, 2013. The Town will provide the CalPERS "2% @ 50 / 2.7% @ 57," highest three year average safety retirement program for new local safety members hired on or after January 1, 2013. Effective July 1, 2013, the Town and the new local safety member will share equally the normal cost of the CalPERS contribution. The Town will pay 50% of the normal cost (currently set at 11.5% for Fiscal Year 2013-14) and the new local safety member will pay the 50% of the normal cost (currently set at 11.5% for

Town of Moraga								
Salary Schedule								
Effective July 1, 2014								
Classification	Type	Step A	Step B	Step C	Step D	Step E	Employee Group	FLSA Status
Accountant	M	5,601	5,881	6,175	6,484	6,808	Conf	Exempt
Admin Assistant	M	3,712	3,898	4,092	4,297	4,512	MEA	Non-Exempt
Admin Assistant, Senior	M	4,738	4,974	5,223	5,484	5,759	MEA	Non-Exempt
Admin Assistant, Senior-Police	M	5,177	5,435	5,707	5,992	6,292	MEA	Non-Exempt
Administrative Services Technician	M	4,830	5,071	5,325	5,591	5,871	Conf	Exempt
Civil Engineer, Senior	M	7,331	7,698	8,083	8,487	8,911	MidMgmt/Prof	Exempt
Clerk	M	2,773	2,912	3,058	3,211	3,371	MEA	Non-Exempt
Community Services Officer	M	3,981	4,180	4,389	4,609	4,839	MEA	Non-Exempt
Corporal	M	5,962	6,260	6,573	6,902	7,247	MPOA	Non-Exempt
Corporal, Advanced	M	6,260	6,573	6,901	7,246	7,609	MPOA	Non-Exempt
Corporal, Intermediate	M	6,159	6,467	6,790	7,130	7,486	MPOA	Non-Exempt
Director, Administrative Services	M	10,096	10,601	11,131	11,687	12,272	Dept Dir	Exempt
Director, Parks & Recreation	M	9,023	9,474	9,948	10,446	10,968	Dept Dir	Exempt
Director, Planning	M	9,984	10,483	11,007	11,558	12,136	Dept Dir	Exempt
Director, Public Works/Town Engineer	M	9,531	10,007	10,508	11,033	11,585	Dept Dir	Exempt
Engineering Technician/Inspector	M	4,806	5,047	5,299	5,564	5,842	MEA	Non-Exempt
Maintenance Team Leader	M	5,275	5,539	5,815	6,106	6,412	MEA	Non-Exempt
Maintenance Worker	M	3,712	3,898	4,093	4,298	4,512	MEA	Non-Exempt
Maintenance Worker, Senior	M	4,172	4,381	4,600	4,830	5,071	MEA	Non-Exempt
Patrol Officer	M	5,789	6,078	6,382	6,701	7,036	MPOA	Non-Exempt
Patrol Officer, Advanced	M	6,077	6,381	6,700	7,035	7,387	MPOA	Non-Exempt
Patrol Officer, Intermediate	M	5,979	6,278	6,592	6,922	7,268	MPOA	Non-Exempt
Planner, Assistant	M	4,847	5,090	5,344	5,611	5,892	MidMgmt/Prof	Exempt
Planner, Associate	M	5,724	6,010	6,310	6,626	6,957	MidMgmt/Prof	Exempt
Planner, Senior	M	6,886	7,230	7,591	7,971	8,369	MidMgmt/Prof	Exempt
Planner, Senior/Econ Dev Coord	M	6,886	7,230	7,591	7,971	8,369	MidMgmt/Prof	Exempt
Police Chief	M	11,617	12,198	12,808	13,448	14,121	Dept Dir	Exempt
Police Lieutenant	M	9,249	9,712	10,197	10,707	11,243	MidMgmt/Prof	Exempt
Recreation Assistant	M	3,051	3,203	3,363	3,532	3,708	MEA	Non-Exempt
Recreation Coordinator	M	4,738	4,974	5,223	5,484	5,759	MidMgmt/Prof	Exempt
Sergeant	M	6,657	6,990	7,339	7,706	8,091	MPOA	Non-Exempt
Sergeant, Advanced	M	6,989	7,338	7,705	8,091	8,495	MPOA	Non-Exempt
Sergeant, Intermediate	M	6,856	7,199	7,559	7,937	8,334	MPOA	Non-Exempt
Superintendent, Parks & Public Works	M	8,435	8,857	9,300	9,765	10,253	MidMgmt/Prof	Exempt
Town Clerk/ Asst. to Town Mgr	M	7,138	7,495	7,869	8,263	8,676	Dept Dir	Exempt
Facilities Attendant (PT)	H	10.41	10.93	11.48	12.05	12.65	Unrepresented	Non-Exempt
Intern (PT)	H	12.00	14.00	16.00	18.00	20.00	Unrepresented	Non-Exempt
Maintenance Worker (PT)	H	10.41	10.93	11.48	12.05	12.65	Unrepresented	Non-Exempt
Recreation Leader I (PT)	H	9.00	9.45	9.92	10.42	10.94	Unrepresented	Non-Exempt
Recreation Leader II (PT)	H	13.69	14.37	15.09	15.85	16.64	Unrepresented	Non-Exempt
PT = temporary, limited service employees								

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MEMORANDUM OF UNDERSTANDING

between

CITY OF BELMONT

and

BELMONT POLICE OFFICERS ASSOCIATION



July 1, 2011 through June 30, 2014

City of Belmont
4 pgs

APPENDIX A

A. Salaries:

The monthly salary ranges of each classification in the unit, including any applicable Peace Officers Standards and Training incentive pay, shall be as provided below:

BPOA Salaries Effective 7-1-10

2110	Police Officer (B)	\$ 6,711	\$ 7,046	\$ 7,398	\$ 7,768	\$ 8,156
	(2184 hours)	\$ 3,355.50	\$ 3,523.00	\$ 3,699.00	\$ 3,884.00	\$ 4,078.00
2120	Police Officer (I)	\$ 7,046	\$ 7,398	\$ 7,768	\$ 8,156	\$ 8,564
	(2184 hours)	\$ 3,523.00	\$ 3,699.00	\$ 3,884.00	\$ 4,078.00	\$ 4,282.00
2130	Police Officer (A)	\$ 7,393	\$ 7,752	\$ 8,140	\$ 8,547	\$ 8,974
	(2184 hours)	\$ 3,691.50	\$ 3,876.00	\$ 4,070.00	\$ 4,273.50	\$ 4,487.00
2140	Police Sergeant (I)	\$ 8,294	\$ 8,710	\$ 9,145	\$ 9,603	\$ 10,083
	(2184 hours)	\$ 4,147.00	\$ 4,355.00	\$ 4,572.50	\$ 4,801.50	\$ 5,041.50
2150	Police Sergeant (A)	\$ 8,710	\$ 9,145	\$ 9,603	\$ 10,083	\$ 10,587
	(2184 hours)	\$ 4,355.00	\$ 4,572.50	\$ 4,801.50	\$ 5,041.50	\$ 5,293.50
2170	Police Corporal (A)	\$ 7,752	\$ 8,140	\$ 8,547	\$ 8,974	\$ 9,424
	(2184 hours)	\$ 3,876.00	\$ 4,070.00	\$ 4,273.50	\$ 4,487.00	\$ 4,712.00
2530	Police Community Service Officer	\$ 4,235	\$ 4,447	\$ 4,670	\$ 4,904	\$ 5,148
	(2080 hours)	\$ 2,117.50	\$ 2,223.50	\$ 2,335.00	\$ 2,452.00	\$ 2,574.50
2540	Police Officer Recruit	\$ 5,346				
		\$ 2,673.00				
2550	Police Dispatcher	\$ 5,791	\$ 6,081	\$ 6,385	\$ 6,704	\$ 7,039
	(2080 hours)	\$ 2,895.50	\$ 3,040.50	\$ 3,192.50	\$ 3,352.00	\$ 3,519.50
2510	Police Office Specialist I	\$ 4,291	\$ 4,505	\$ 4,731	\$ 4,968	\$ 5,216
	(2080 hours)	\$ 2,145.50	\$ 2,252.50	\$ 2,365.50	\$ 2,484.00	\$ 2,608.00
2560	Police Office Specialist II	\$ 4,505	\$ 4,731	\$ 4,968	\$ 5,216	\$ 5,477
	(2080 hours)	\$ 2,252.50	\$ 2,365.50	\$ 2,484.00	\$ 2,608.00	\$ 2,738.50
2570	Lead Dispatcher	\$ 6,544	\$ 6,871	\$ 7,215	\$ 7,576	\$ 7,955
	(2080 hours)	\$ 3,272.00	\$ 3,435.50	\$ 3,607.50	\$ 3,788.00	\$ 3,977.50

Police Sergeants must possess the Intermediate Peace Officers Standards and Training Certificate as a requirement for the position.

B. Incentive Pay Plan:

The Peace Officers Standards and Training Incentive Pay Plan shall continue to provide that Police Officers shall be eligible to receive five percent (5%) of their base compensation if they possess the Intermediate Peace Officers Standards and Training Certificate or ten percent (10%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate and Police Sergeants shall be eligible to receive five percent (5%) of their base compensation if they possess the Advanced Peace Officers Standards and Training Certificate.

C. Detective Differential:

An employee assigned to investigation as a Detective, Detective/DARE Officer, or Detective/SRO Officer on a full-time basis shall receive, in addition to, but separate from, all other compensation, Two Hundred Twenty Dollars (\$220.00) per month. An employee assigned to investigation as a Detective Sergeant on a full-time basis shall receive, in addition to, but separate from, all other compensation, Two Hundred Forty Five Dollars (\$245.00) per month.

D. Motorcycle Differential:

An employee assigned to ride a motorcycle on a full-time basis in the performance of his/her job duties shall receive, in addition to, but separate from, all other compensation, One Hundred Seventy Dollars (\$170.00) per month. Said differential shall also serve as compensation when permission is received from the Police Chief for the traffic officer to store the motorcycle at his/her residence, any off-duty time spent on normal motorcycle clean up and/or minor maintenance, and any time transporting the motorcycle to and from the employee's residence and the work location.

E. Field Training Officer:

A Police Officer continuously assigned to duty as a Field Training Officer shall receive in addition to but separate from all other compensation, One Hundred Seventy Dollars (\$170.00) per month.

F. Corporal Pay:

A Police Officer, when assigned by the Police Chief or his/her designated representative as an corporal for a full shift, shall receive acting pay which shall be computed at five percent (5%) more than such Police Officer's current salary for all full shifts worked in such higher classification. Work

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assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a Police Officer who would otherwise be eligible for such acting pay as provided herein.

G. Dispatcher Training Differential:

A Police Dispatcher I assigned to duty as a Communications Training Officer shall receive an additional one and one-half percent (1.5%) of his/her base compensation during the period of such assignment.

H. Bilingual Pay (Spanish and Chinese):

Employees who have been certified at the conversational level of Spanish, Chinese or other language deemed useful by the Department in serving the community shall receive, in addition to but separate from all other compensation, One Hundred Dollars (\$100.00) per month. Employees who have been certified at the interpreter level shall receive, in addition to but separate from all other compensation, One Hundred Fifty Dollars (\$150.00) per month.

I. Work in a Higher Classification:

When an employee has been assigned in writing by the Department Head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if the employee has worked in such classification for more than five (5) consecutive workdays after each such written assignment by the Department Head, the employee shall be entitled to payment for the higher classification. Such payment shall be at the rate of five percent (5%) more than such employee's current salary. After working five (5) consecutive workdays in such higher classification, payment shall be made retroactive back to the first (1st) workday and continuing during the period of temporary assignment.

J. Canine Handler:

A Police Officer, when assigned by the Police Chief, as a canine handler shall receive in addition to but separate from all other compensation One Hundred Seventy-five Dollars (\$175.00) per month. Upon Association ratification and Council approval of this Memorandum of Understanding, Officers assigned Canine Handler duties and responsibilities shall, instead of the above-referenced monthly amount, receive seven hours (7) additional pay per pay period at the rate of time and one-half (1½). Said amount is the total compensation for the time the Police Officer spends in all aspects of the care, feeding, exercise, transport to/from work, and maintenance of the canine. When the canine is boarded, the assigned officer will not receive the seven (7) hours overtime pay.

The City shall pay expenses related to the care, shelter, and feeding of the canine including the following: medical costs, veterinarian costs, food, grooming supplies, construction and maintenance of a shelter, and kennel costs during the handler's vacation. All expenses provided for by the City shall be pre-approved by the Police Chief before such reimbursement will be granted

to the handler, and the handler shall furnish proof to the satisfaction of the City for such expenditure.

K. System Administrator Stand-By Pay:

A Police Department employee, when assigned by the Police Chief, as primary system administrator shall receive in addition to but separate from all other compensation five percent (5%) of his/her base compensation. A Police Department employee, when assigned by the Police Chief, as secondary system administrator shall receive in addition to but separate from all other compensation two and one-half percent (2.5%) of his/her base compensation.

The differentials provided in Items C, D, E, F, G, H, I, J and K above are additional compensation only while employees are on such assignments, and such differentials are not to be considered promotional compensation. Employees shall be assigned to these positions and relieved from these positions at the sole discretion of the Police Chief or his/her designated representative.

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Memorandum

Kensington Police Department



To: KPPCSD Board of Directors
From: Gregory E. Harman, General Manager/ Chief of Police
Date: December 3, 2014
Subject: NB#1 Contract between the District and the KPOA

APPROVED

NO

FORWARDED TO

Recently, there have been several changes in revenue and expense projections, which were discussed at the November 20th meeting of the Finance Committee. During the discussion of the proposed contract with the Kensington Police Officer's Association, the following information was provided:

Major points of the proposed contract with the KPOA:

4 Year contract;

District saves the costs (time & money) associated with negotiating 2 or more contracts.

District can plan/ budget for the salary costs over the term of the contract.

Salary increases and Officer Paybacks towards Pension;

3.75% first and second years with 3% payback into PERS by the officers the first year and 6% payback into PERS by the officers the second year.

4.25% third and fourth years with 9% payback into PERS by the officers in year three and 12% payback into PERS the fourth year.

Total salary increase over 4 years is 16% with the officers paying 12% back into PERS by 2018.

Total cost of the contract to the District over 4 years is \$233,451

However, with the KPOA agreeing to no retroactive pay once the contract is signed, the District will save \$14,000 this fiscal year on the cost of the contract. So total cost of the contract over four years is reduced and will be:

$$\$233,451 - \$14,000 = \$219,451$$

Additionally, the cost of the contract to the District this fiscal year would have been \$28,000, that would have been added to the estimated \$ 268,000 budgeted shortfall.

However, the savings resulting from a contract that is not retroactive to July 1, 2014 reduces the shortfall by \$14,000, to \$ 282,000.

Medical Benefit 100/90 Formula;

Currently, officers retiring from service from Kensington with at least 5 years of CalPERS service are eligible for retirement medical benefits for the officer and their dependents for life. This benefit cannot be changed or adjusted, however, with the 100/90 Formula, new officers hired will have to work in the CalPERS System for 20 years before receiving the medical for life benefit, and will have to retire from Kensington after at least 5 years of service to receive the 100% medical benefit. If the officer only works for Kensington for 10 years, they are only eligible to receive 50% of their medical for life benefit.

Vacation Accrual;

Officers will only be allowed to accrue 200 hours of vacation time and once that limit has been reached, no further vacation can be earned until they fall below the 200 hours. This will limit the District's pay out liability when officers leave their employment with the District.

So, the cost of the contract over 4 years is \$220,000, the major question is how are we going to pay for it, especially, since we already have a budget shortfall now this fiscal year.

Let's now look at the projected budget shortfall for fiscal year 2014-2015.

In July, the KPPCSD Board passed the 2014/15 budget with an estimated shortfall of \$268,000. We already know the KPOA contract will cost us an additional \$14,000 this fiscal year, bringing the total estimated shortfall to \$282,000.

	\$282,000	New Budgeted Shortfall
Less	\$100,000	COPS Grant, by law we cannot take this grant into account in preparing our budget.
Less	\$42,000	Possible additional funding that we will receive from property taxes. On 11/19/14, we received information from the County Assessor's Office that we could expect an additional 9.29% increase in property tax revenue over the amount we collected last fiscal year. When we estimated our revenues from property tax this year, we estimated a 6% increase in property tax revenue over last year. If we collect an additional 3%, we can expect an additional \$42,000 to District revenues.
Less	\$25,000	West Contra Costa Co Unified School District grant of up to \$50,000 a year for next 3 years for reimbursement of law enforcement expenses. The Board approved the acceptance of the grant at the last Board meeting; however, it is unlikely that we will be able to be reimbursed for the full \$50,000. The grant will cover the \$10,000 for the reimbursement of the crossing guard and we

should be able to bill the school district an additional \$15,000 for law enforcement and security services we provide the school during the year.

Less \$36,000

Sgt. Hui will be assigned 20 hours per week to the Northern Ca Computer Crimes Task Force starting January 1st to the end of the fiscal year. The Task Force will reimburse the District for his salary and 35% of the cost of his benefits while he is assigned to them. Master Sergeant Hull will be reassigned to cover Sergeant Hui's Watch Commander duties, eliminating the need for overtime.

Less \$78,000

With the District negotiating with Bay View directly and avoiding the RFP process, we have saved an estimated \$78,000 of the estimated budgeted cost of the RFP process.

Total reduction to the \$282,000 shortfall as a result of additional revenue and cutting of expenses is \$281,000. We have paid for the first year of the contract and have eliminated the shortfall for this fiscal year.

Now the question that still remains, how will we pay for the remaining three years of the contract and what will our fiscal position be?

Now that we have estimated that we have balanced our Fiscal Year 2014/15 shortfall, which would leave a cash reserve balance of \$1,384,000, as indicated in the current 2014/15 Budget.

Projecting forward, we can now adjust our cash reserve estimates by the following revenue changes:

Estimating an increase of 2.5% property tax revenue each year.

The County Assessor's 2014/15 adjusted property tax values, in which we now can expect an additional \$42,000 each year collected as a result of the new assessments.

An additional \$50,000 the next two years from the school district.

We also need to adjust the following changes in projected expenses:

The cost of the new KPOA contract over the next 3 years.

Plus estimating a possible 3% increase in salary increases for years 5 & 6.

An across the board CPI increase 2.5% on all expenses.

An estimated 5% increase on the cost of medical benefits each year.

Finally, making the capital expense adjustment of not purchasing police vehicles in 3 of the next 5 years as originally planned.

The charts on the next two pages provides an estimate of revenue and expenses for the next five years.

Revenue						
Budget Year	2015/16	2016/17	2017/18	2018/19	2019/20	
401 Property Tax	1479198	1516178	1554082	1592934	1632757	
Homeowner Tax	13000	13000	13000	13000	13000	
402 Police Tax	680000	680000	680000	680000	680000	
404 Measure G	513979	526829	539999	553499	567336	
415 COPS Grant	100000	100000	100000	100000	100000	
418 Other Police Rev	22000	22000	22000	22000	22000	
424 Park O&M Assessment	33825	34671	35,538	36426	37337	
427 Community Center Rev	30000	30000	30000	30000	30000	
438 Other Park & Rec Rev	600	600	600	600	600	
448 Franchise Fess	42000	42000	42000	42000	42000	
458 WCCSD Reimbursement	25000	25000	0	0	0	
Total Revenue	2939602	2990278	3017219	3070459	3125030	
Expenses						
502 Police Salary	1055936	1100813	1147598	1182026	1217487	
504 Vacation/ Comp	9130	9518	9923	10221	10528	
506 Overtime	46688	48672	50741	52263	53,831	
516 Uniform Allowance	8000	8000	8000	8000	8000	
518 Safety Equipment	2500	2500	2500	2500	2500	
521A Medical-Active	199821	209812	220303	231318	242884	
521R Medical-Retired	142536	149663	157146	165003	173253	
521T Medical-Trust	50000	50000	50000	50000	50000	
522 Disabilty& Life Ins	5502	5777	6066	6369	6688	
523 Medicare 1.45% District	17469	18206	18975	19541	20123	
527 PERS District Portion	402806	412876	423198	433778	444622	
528 PERS Officers Portion	31678	0	-34428	-35461	-36525	
Sub-Total Police Sal&Ben	1972066	2015837	2060022	2125558	2193391	

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Budget Year	2015/16	2016/17	2017/18	2018/19	2019/20
508 Salary Non-Sworn	84971	88582	92347	95117	97971
524 Soc Sec 6.2% Non-Swo Dist	6500	6777	7065	7276	7495
601 Salary Park & Rec	8093	8437	8796	9060	9332
602 Custodian	23,603	24606	25652	26422	27215
623 Soc Sec 7.65% District	619	645	673	693	714
Sub-Toatal Non-Sworn	123786	129047	134533	138568	142727
530 Workers Comp Ins	51,250	52531	53845	55191	56570
Total Salary & Benefits	2147102	2197415	2248399	2319317	2392689
Other District Expenses					
Police	340519	349032	357758	366702	375870
Park & Rec	91164	93443	95779	98173	100627
District Administration	327000	340898	349420	358156	367110
Sub-Total	2905785	2980788	3051356	3142348	3236296
Capital Exp					
Patrol Vehicle		46000		46000	
Community Center Remod			241500		
Total Exp	2905785	3026788	3292856	3188348	3236296
Total Projected Rev	2939602	2990278	3017219	3070459	3125030
Total Exp	2905785	3026788	3292856	3188348	3236296
Proj Surplus-Shortfall	33817	-36510	-275637	-117889	-111266
Beg Cash Reserves	1384000	1417817	1381307	1105670	987781
Proj Surplus-Shortfall	33817	-36510	-275637	-117889	-111266
Ending Cash Reserves	1417817	1381307	1105670	987781	876515

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A summary of our estimated future cash reserves at the end of next five based on the above projections:

	2015/16	2016/17	2017/18	2018/19	2019/20
Cash Reserve	1,384,000	1,417,817	1,381,307	1,105,670	987,781
Est. Revenue	2,939,602	2,990,278	3,017,219	3,070,459	3,125,030
Est. Expenses	2,905,785	3,026,788	3,292,856	3,188,348	3,236,296
Surplus/Shortfall	33,817	(36,510)	(275,637)	(117,889)	(111,266)
Cash Reserve	1,417,817	1,381,307	1,105,670	987,781	876,515

(In order to use the \$158,000 we have available to us from the Measure WW Grant, we needed to use \$241,500 of reserves in (or by) Fiscal Year 2017/18. While depleting the reserves, we however gained an additional \$158,000 in grant funding, totaling \$399,500 towards the remodel of the Community Center)

How can we increase our cash reserves over this period of time?

There are primarily two ways in which we can increase our reserves at the end of this five year period.

The first would be to reduce the expense of legal fees from the current budgeted expense of \$150,000 each year. So far this fiscal year, we are on budget to expense the \$150,000 for legal fees. However, our current litigation is coming to a close, and unless another unexpected lawsuit is filed against us, we should be able to reduce our legal fee expenses during the next five years. By simply reducing our legal fee expenses by \$25,000 each year, this would give us an additional \$125,000 in cash reserves by the end of Fiscal 2020.

The second would be to not immediately fill the next police officer position that opens up to benefit from a salary savings for a period of time. As mentioned to the Finance Committee, we expect at least two members of our department to retire within the next three to five years.

Historically, the department has experienced an attrition rate of about 15% a year. So in order to help balance past budgets, an officer would not be hired immediately upon an opening, saving on salary and benefits for a period of several months. However, if the position were left vacant for too long, overtime costs would increase, as would time off requests and sick leave, causing staffing shortages resulting in increased response times, and officer safety issues. Additionally, you start to lose the cost savings of not hiring immediately after having an open position that you had gained.

During the past three years, we have been fully staffed, and have not been able to benefit from leaving a position open for a short period of time.

With two members of the department retiring within the next 5 years, and by not immediately filling those positions for a period of three months, we could expect a salary and benefit savings of approximately \$40,000 to \$50,000 for each one. That would generate an additional \$100,000 to the cash reserves by the end of Fiscal Year 2020 without effecting police services too much.

If we were to successfully implement the above two budget savings measures that would increase cash reserves by \$225,000 for a cash reserve balance of \$1,101,515 at the end of Fiscal Year/20.