

Kensington Police Protection and Community Services District

Deal Points

November 2019

Title: Wage Proposal

Wage Proposal:

- *Year 1: 8.0% first full pay period including October 31, 2019, upon KPOA and KPPCSD Board ratification; \$2500 one-time non-PERSable lump sum in lieu of retro upon ratification*
- *Year 2: 4.0% first full pay period after July 1, 2020*
- *Year 3: 3.0% first full pay period after July 1, 2021*

Pension Contributions:

- *Employees contribute additional 1% first full pay period after ratification by both parties*
- *Employees contribute additional 2% beginning first full pay period after July 1, 2020*
- *Employees contribute additional 1% beginning first full pay period after July 1, 2021*

Title: Health Plan Benefits – Coverage Level (Active and Retiree)

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

Retiree: District obligation for existing retirees and retirement medical benefit of existing employees who later retire and are entitled to retirement health benefits under PEMHCA rules to be set at a fixed dollar amount equal to 90% of 2020 Kaiser Northern California rate or \$125/month, whichever is greater. Upon achieving Medicare eligibility, KPPCSD shall pay 90% of the applicable 2020 Medicare rate at each level of coverage or the employee shall pay \$125/month, whichever leads to a greater retiree contribution. Current employees and existing retirees, as of the date of ratification by both parties,

shall have a vested right to retiree benefit of their choosing at the fixed dollar amount applicable (e.g. Medicare/non-Medicare) to their personal situation, based upon the flat dollar amount (90% of Kaiser) established in 2020. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

New employees, as of the date of ratification, shall receive only the PEMHCA minimum for a retiree health benefit.

Title: Clothing Allowance/Safety Equipment – Installments – Amounts

The District shall provide a clothing allowance in the amount of one thousand dollars (\$1,000.00) per year, to be paid in twenty-four (24) installments of \$41.66

Employees hired on or after January 1, 2019 shall be entitled to receive a one-time payment of one thousand dollars (\$1,000) for initial purchase of uniform and equipment.

If a new employee leaves voluntarily within 6 months of hire date, employee shall reimburse the District the one-thousand dollar (\$1,000) one-time payment.

Title: Vacation Accrual Limit

Employees shall be allowed to accrue up to 240 hours of vacation. Once that amount of vacation has accrued, however, no further vacation shall accrue until the employee's balance is reduced below 240 hours through the use of vacation leave. The Chief of Police may approve vacation carryovers in excess of the 240-hour accrual limit due to staffing shortages and other operational needs of the District. Such excess carryovers shall only be permitted for a one-year period [no change to amount of vacation awarded annually].

Seniority for purposes of vacation accrual for laterals will be determined based on overall years of service as a peace officer with an employer in the United States, whether or not with the District.

Title: Compensatory Time Policy

- *Employee will be allowed to hold a maximum of eighty (80) hours on the books.*
- *Employees will be allowed to cash out accrued compensation four times annually.*
- *Employees may cash out any amount accrued up to the eighty (80) hour maximum.*

Title: Life Insurance

The District shall provide a one hundred thousand-dollar (\$100,000) term life insurance policy for all sworn personnel and represented employees. The District shall purchase and pay the base premium and provide such documentation to the employee.

Title: Annuitants

The District may utilize annuitants to fill shifts when necessary. Annuitants shall not supplant full-time positions. Prior to service, such annuitants shall: (1) submit a fully executed employment application; and (2) have completed a California POST background check. Full-Time Police Officers will be given preference over all annuitants for scheduling days off, holidays, leaves, and vacations. All annuitants will abide by all applicable Department policies and comply with California POST training standards throughout their tenure. Annuitants will be hired at an "at-will" basis and in no event will their employment extend beyond 960 hours in any fiscal year.

Title: Advanced POST

Shall be 5% above Intermediate POST, or 10% overall, effective on October 31, 2019, upon ratification.

Continued Discussion:

- *The District will meet and confer to the extent required by law on contracting out, should the District decide to contract out any or all services currently performed by sworn officers.*
- *The District plans to update its payroll system so that paychecks are calculated and issued after services are rendered. No change in MOU language required. District will promptly give notice of any change to payroll policies or practices within the scope of bargaining and will meet and confer with KPOA over such changes.*
- *Nothing in this agreement shall foreclose requests by either party to make proposal and meet and discuss, and, to the extent within the mandatory scope of bargaining, meet and confer on the following subjects: Reserve Officers/Probationary Period; Internal Affairs Investigations; Non-Sworn Background Checks; Uniform Regulations; Vacation/Training Requests; Firearms/*

Tentative Agreements:

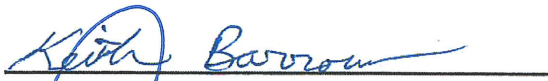
- *Access to Police Department and Files*
 - *The District and all covered employees shall exercise good faith efforts to secure all confidential material at the police department. Only authorized individuals may have access to confidential files and records.*
- *Minimum Call-Out Compensation*

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

All other proposals shall be withdrawn by the parties

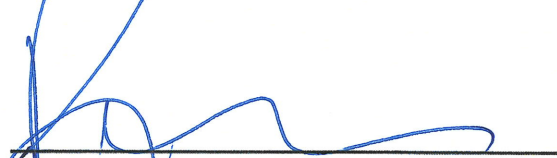
The above terms have been ratified by the KPOA and the KPPCSD Board of Directors and will be incorporated in the existing Memorandum of Understanding.

KPPCSD POA:



Keith Barrow, Kensington Police Officers Association

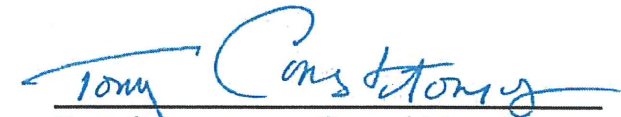
12/27/2019
Date



Approved as to form by: Rockne Lucia


12/27/19
Date

KPPCSD Board:



Tony Constantouros, General Manager

1/6/20
Date



Approved as to form by: Jonathan Holtzman

1/6/20
Date