

KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

A G E N D A

A Regular meeting of the Finance Committee of the Kensington Police Protection and Community Services District will be held Thursday, November 20, 2014, 7:00 P.M., at the Community Center, 59 Arlington Avenue, Main Room, Kensington, California.

Roll Call

Public Comments

Board Member/Staff Comments

APPROVAL OF CONSENT CALENDAR

- a. Minutes of the April 23, 2014 Finance Committee meeting.
- b. Minutes of the August 27, 2014 Finance Committee meeting.

COMMITTEE - NEW BUSINESS

1. Review, briefing, and status discussion of the Kensington Police Protection and Community Services District 2014-2018 proposed KPOA/ KPPCSD Contract agreement. Committee Action.
2. Review, briefing, and status discussion of the Kensington Police Protection and Community Services District Six Year Fiscal Projection Report. Committee Action.
3. Review, briefing, and status discussion of the Kensington Police Protection and Community Services District 2014-2015 Operating Budget. Committee Action.

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:

District General Manager 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.

To: KPPCSD Directors
From: GM/COP Harman
District Administrator Wolter
Date: April 25, 2014

Re: April 23, 2014 Finance Committee Meeting

On April 23, 2014, the Finance Committee met to review the first draft of the Fiscal-Year 2014-2015 Budget. The meeting was called to order at 7:10 PM.

Attendees:

Committee Members

KPPCSD Director Tony Lloyd

Gloria Morrison

Karl Kruger

Paul Haxo

(Absent: KPPCSD President Len Welsh, Pat McLaughlin, and Elena Caruthers)

KPPCSD Vice President Linda Lipscomb

Staff

GM/COP Harman

District Administrator Wolter

CPA Deborah Russell

Sgt. Keith Barrow (off duty)

GM/COP Harman presented the first draft of the proposed Fiscal-Year 2014-15 Budget. He reported that expenses will increase by approximately \$233,000 and that 87% of this anticipated increase was driven by an approximately \$70,000 increase in salaries, \$80,000 increase in legal fees, and \$50,000 for a solid waste RFP.

The consensus of the Committee was that, in the future, employee and POA negotiations should be completed in advance of the budget being prepared.

Director Lloyd reported that he had recently attended a meeting at the County at which the County said that it anticipates a 4% to 5% increase in tax revenues for Kensington, consistent with GM/COP Harman's estimate.

GM/COP Harman reported that the revenue projections did not include \$100,000 in COPS Grant funds or any money that might be received from the WCCUSD.

GM/COP Harman reported that he had not included a line item for a possible upgrade to the District website because a possible proposal had not yet been approved by the Board.

GM/COP Harman and CPA Deborah Russell noted that some data contained in the draft budget could be incorrect because of an incomplete transfer of information from the

computer in GM/COP Harman's office (on which the initial budget work had been done) to the computer located on District Administrator Wolter's desk (on which CPA Russell ran the printout of the draft budget). Problems, such as this, have occurred occasionally since last fall's computer conversion. Staff is addressing the problem.

Formal Recommendations regarding the proposed draft budget:

MOTION made by Karl Kruger, and seconded by Gloria Morrison, that the amount allocated for legal expenses should be reduced from \$150,000 to \$75,000. Motion passed 3 ayes and 1 no.

MOTION made by Gloria Morrison, and seconded by Karl Kruger, that vehicle purchases should show as expenditures made from the Capital LAIF. Motion passed 4 ayes (unanimous).

GM/COP Harman reviewed a draft Six Year Forecast Report.

The meeting was adjourned at 9:58 PM.

Finance Committee Minutes for 8/27/14

A Meeting of the Kensington Police Protection and Community Services District's Finance Committee was held Wednesday, August 27, 2014, at 7:00 P.M. at the Community Center, 59 Arlington Avenue, Room #3, Kensington, California.

ATTENDEES

<u>Committee Members</u>	<u>Speakers/Presenters</u>
Len Welsh, KPPCSD President & Committee Chairman	Vanessa Cordova
Tony Lloyd, KPPCSD Director	
Paul Haxo	
Gloria Morrison	
Pat McLaughlin	
Karl Kruger	
Elena Caruthers	
<u>Staff Members</u>	
GM/COP Gregory Harman	
District Admin. Lynn Wolter	

Board President and Committee Chairman Welsh called the meeting to order at 7:03 P.M.

PUBLIC COMMENTS

None

APPROVAL OF CONSENT CALENDAR

None

GM/COP Harman distributed copies of the minutes from the Committee's previous meeting in April, but because the minutes weren't listed as an agenda item, no action was taken on them. The minutes will be on the Committee's next agenda for approval.

COMMITTEE – NEW BUSINESS

1. Review, briefing, and status discussion of the Kensington Police Protection and Community Services District 2014-2015 Operating Budget.

GM/COP Harman provided an update on the 2014-15 Budget. He reported that an error on line 134d Garbage/Bay View LAIF, which had been noted by Committee member Gloria Morrison had been corrected. He said that the amount that had appeared for this line, \$100,547, should have been zero. He reported that this change had affected the Total 134 LAIF Accounts, which had been reduced by this same amount to \$1,383,631. It also affected the Cash Carryovers 2013/2014 amount for the KPPCSD Projected Revenue and Expense report. This, in turn, reduced Net Available Funds from \$504,500 to \$403,954.

The Committee suggested that, for the next Committee meeting, GM/COP Harman number the pages of his reports.

GM/COP Harman reviewed Revenue and Expenses for the first six weeks of the 2014-15 Fiscal Year. In response to Committee member Karl Kruger's having asked for information, GM/COP Harman provided a detailed report on the \$9,763 overtime paid during July. He reported that the majority of this expense had resulted from a single investigation. He explained the time constraints associated with certain police investigations and that these constraints necessitated overtime.

2. Discussion of objectives, direction, and activities of the Finance Committee moving forward.

Karl Kruger suggested that the Committee meet quarterly and that the Committee Chairman provide a quarterly report about the budget to the Board. He also suggested that, when the Chairman provided the quarterly report, the budget appear as an agenda item, not as a consent calendar item.

Other members of the Committee agreed that this was a good idea.

MOTION: Gloria Morrison moved, and President/Chairman Welsh seconded, that the Finance Committee meet quarterly, timed to coincide with financial reports containing information for the prior three-month period, and that meetings be held in October, January, April, and July.

Ayes: Welsh, Morrison, McLaughlin, Haxo, Kruger, Lloyd, Caruthers Noes: 0
Motion passed.

3. Discussion of possible next steps and possible assignments of tasks.

A discussion ensued about tasks the Committee should address.

Suggested topics:

- Budget
- Status of Actuarial Report
- Health Insurance
- Status of Audit

- PERS Retirement
- LAIF funds
- How to ensure adequate and sustainable level of funds to the District.

GM/COP provided updates.

- Expect PERS contributions to increase by 3% per year for foreseeable future.
- KPPCSD goal is to achieve PEPRA requirements by January 1, 2018.
- Audit was due February 2014. Delay due to auditor and CPA not getting together to complete.
- Actuarial Report – next one to be performed in 2015.
- Health Insurance – Kaiser rate to decrease by 5.4%, due largely to Obamacare.

The meeting was adjourned at 8:51 P.M.

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 66²/₃% 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 33¹/₃% 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

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.

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

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.

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-Jun 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

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

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