

# MEMORANDUM OF UNDERSTANDING

Between

**KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT**

and

**KENSINGTON POLICE OFFICERS' ASSOCIATION**

*July 1, 2008 until June 30, 2010*

This Memorandum of Understanding is made and entered into the 22nd day of December, 2008, and is retroactive to the 1<sup>st</sup> day of July, 2008, 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.

## 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 or for other legitimate reasons; maintain the efficiency of government operation; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting of specified services.

Nothing contained within this article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under state and federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

**B. Association Rights Include:**

1. The Association's right to represent their members before the Board of Directors or advisory boards with regard to wages, hours and working conditions or other matters within the scope of representation.
2. The right to be given reasonable written notice of any proposed ordinance, rule, resolution, regulation or amendment thereto relating to matters within the scope of representation.
3. Employees represented by the Association shall be free to participate in Association activities without interference, intimidation or discrimination, in accordance with State Law and the Department's Rules & Regulations.

ARTICLE III - SCOPE OF AGREEMENT

**A. Conditions**

The conditions set forth in the Memorandum of Understanding are final. Except as otherwise provided herein, no changes or modifications shall be offered, urged, 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. Benefits**

Included in the Memorandum of Understanding.

**C. Procedure for Meet and Confer:**

The District, through its representatives, shall meet and confer in good faith with representatives of the Association regarding matters within the scope of representation, including wages, hours and other terms and conditions of employment.

ARTICLE IV - HEALTH PLAN BENEFITS/PENSION

**A. Health Plan Benefits/Pension**

The District shall provide a health plan through the Public Employees' Retirement System Health Benefit Program. The District shall also provide a vision plan and a dental plan. Beginning July 1, 2004, premiums will be paid by the District at the rate for the Kaiser HMO plan. The employee will pay any additional costs over the rate for the Kaiser HMO plan. Beginning July 1, 2004, the premiums will be paid by the District after retirement at the Kaiser HMO level.

*The District agrees to meet and confer with the Association during the course of this contract, if and when the Association identifies a dental plan that would be both beneficial to the District and the Association.*

**B. Retirement Plan**

Three Percent (3%) at Age 50 PERS PLAN.

To include:	One Year final compensation.	01/06/93
	1959 Survivor Benefit	09/01/79
	Inc. 59 Survivor Benefit	07/04/80

**C. Life Insurance**

The District shall provide an one hundred thousand dollar (\$100,000) term life insurance policy for represented employees. The District shall pay the base premium. The employee shall pay any additional costs over the standard base premium.

**D. Disability Insurance**

The District agrees to provide PORAC Long Term Disability Plan, (Option 2 - Multi-Level Benefit with a 60 day elimination period) and shall fund the entire premium.

**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 personnel working four (4) day ten (10) hour schedule shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee has worked; all personnel working a five (5) day, eight (8) hour schedule shall accrue sick leave at the rate of eight (8) hours for each calendar month that the employee has worked. Employees may accumulate an unlimited amount of sick leave.

**B. Termination of Sick Leave**

The District has entered into a contract with PERS to provide retirement credit for unused sick leave in lieu of sick leave payout upon termination or retirement.

**C. Family Sick Leave**

Employees may utilize up to 40 hours of accrued sick leave per year for illness or injury to members of their immediate family, or other dependents, when care or assistance for the immediate family or dependents is required. Immediate family shall be construed as being family members residing within the employees' home. 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 for a paid vacation at the end of twelve (12) months of continuous service.

**B. Vacation for employees are as follows:**

Employees shall receive thirteen (13) days vacation upon completion of the first year; vacation time shall be posted monthly on an hourly basis, the employee shall receive 104 hours the first year. Eight (8) additional hours per year until the end of the eighth (8<sup>th</sup>) year and eight (8) hours every other year thereafter, to a maximum of twenty-six (26) days. Formula: Number of vacation days multiplied by 8 hours and divided by 12 months.

Special Request - At the discretion of the Chief of Police, Officers may be allowed to take 52 hours upon completion of continuous service for six (6) months. Such a request must be made in writing and forwarded to the Chief of Police.

**C. Use of Vacation:**

1. WorkWeek Vacation Sign Up - Employees are to sign up for their yearly-allotted vacation time by January 31<sup>st</sup> in the order of their seniority. (Sign up sheet to be posted on or around December 15<sup>th</sup>.) 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<sup>st</sup> through January 31<sup>st</sup>.
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 Holdover - Employees are allowed to hold over a maximum one hundred (100) hours vacation to the following year.
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 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 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 Directors have 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 Directors provide that an employee must be paid a salary within the range established for their classification.

EFFECTIVE July 1, **2008** the District and the Association agree the District will compensate all members of the Association as follows:

**Retroactive, beginning July 1, 2008** a *six* percent (6%) increase will be provided to all members of the Association.

The monthly base wage rates effective July 1, **2008** shall be:

Sergeant	<b>\$6,380.29 – \$6,635.50 – \$6,834.57 – \$7,107.96</b>
Officer	<b>\$5,000.27 - \$5,275.29 - \$5,565.43 - \$5,871.53 - \$6,199.76</b>

**Beginning July 1, 2009** a *four* percent (4%) increase to the base salary will be provided to all members of the association.

The monthly base wage rates effective July 1, **2009** shall be:

Sergeant	<b>\$6,635.50 - \$6,900.92 - \$7,107.95 - \$7,392.28</b>
Officer	<b>\$5,200.28- \$5,486.30 - \$5,788.05 - \$6,106.39 - \$6,447.75</b>

**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 department head 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 department head that there has been satisfactory growth in the service value of the employee.

3. 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 department head 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' 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<sup>st</sup> - November 1<sup>st</sup> - - March 1<sup>st</sup>**

**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 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.

**H. 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 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 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 four (4) installments - September/December/March/June - of two hundred dollars (\$200.00).

**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 agrees to reimburse members of the Association for safety equipment up to two hundred and fifty dollars (\$250.00) per year each year the officer is employed under this contract. Unused reimbursement funds may be rolled over by individual officers to the following year for the life of the contract, not to exceed seven hundred and fifty dollars (\$750.00.)

ARTICLE XI - HOLIDAY PAY

**A. Court Holidays**

Employees shall receive pay for the following thirteen (13) Court Holidays: New Years 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.

**B. Officer's Birthday**

Employees shall receive pay for a fourteenth (14<sup>th</sup>) holiday, which is designated as the officer's birthday

ARTICLE XII- PERSONNEL

**A. Authority**

The information contained in Chapter 8 of the Rules and Regulations 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. Violation of Orders**

Failure of an employee either willfully, or through negligence or incompetence, to perform the duties of his rank or assignment, or violation by an employee of any police regulations or order, or instruction having the effect of a regulation or order, may be considered sufficient cause for discharge, demotion, suspension or other penalty.

**C. Discharge for Cause**

An employee may be discharged for a disciplinary purpose at any time for just cause. An employee may be discharged for cause by the Board of Directors or the Chief of Police. 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 position by the Chief of Police at any time for the good of the service, for a disciplinary purpose, or for other just cause. Suspension without pay cannot exceed thirty (30) days per occurrence.

The Sergeant of Police, may for the good of the service, detach an employee from active duty, require that the employee relinquish his badge and other official police credentials, and assign the employee to remain at his 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 and a copy must be filed with the Chief of Police.

**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 in this Memorandum.

**G. Right of Appeal to the Kensington Police Protection and Community Services District Directors**

An employee has the right to appeal to the Directors relative to any situation affecting their employment status or conditions of employment, except in those cases involving a general plan affecting the department as a whole. Complaints shall first be made to the Chief of Police. If after presentation to the Chief of Police the complaint has not been satisfactorily adjusted, the employee may appear before the Directors at any of their regular meetings to request a hearing of their complaint, or may file such complaint in writing with the Chief of Police. In the latter

instance, the Chief of Police will inform each of the Directors of the filing and contents of the complaint.

Upon receipt of any complaint, the Directors may conduct an investigation as deemed necessary or advisable. In cases where the employee is entitled to a hearing as a matter of right, or in cases here the Directors deem it advisable to hold a hearing, such hearing shall be closed to the public and held within twenty (20) days after the request for the hearing is made.

Whenever a hearing on any complaint is to be held, the Directors shall notify the Chief of Police and the person requesting the hearing of the time and place of the hearing.

Upon conclusion of the hearing, the Directors shall cause its findings and recommendations to be prepared in writing. The findings are countersigned and filed as a permanent record. The Directors shall deliver a true copy of the findings and recommendations to the Chief of Police and to the employee affected.

The action of the Chief of Police and the findings of the Directors are final and conclusive.

#### ARTICLE XIII- 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.

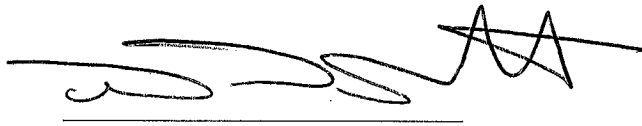
In the event any portion of this Memorandum of Understanding is declared null and void by superseding Federal or State Law, the balance of the Memorandum of Understanding shall continue in full force and effect, and the parties hereto shall commence negotiations to insure that the superseded portion shall be rewritten to conform as closely as possible to the original intent.

ARTICLE XIV - DURATION

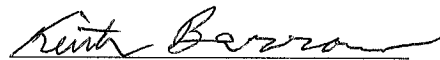
This agreement shall be in full force and effect from July 1, **2008** through June 30, **2010**.

Kensington Police Protection &  
Community Services District  
Board of Directors

Kensington Police Officers'  
Association Representatives

A handwritten signature in black ink, appearing to read "Bill Wright", with a horizontal line underneath.

*Bill Wright, Board President*

A handwritten signature in black ink, appearing to read "Keith Barrow", with a horizontal line underneath.

*Keith Barrow, POA President*

REV: *12/22/08*

by *Gregory E. Harman*

*General Manager/ Chief of Police*