



KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT

TERMS OF EMPLOYMENT

for

Unrepresented Police Lieutenants

February 8, 2024, through June 30, 2028

These Terms of Employment are made and entered into on February 8, 2024, by the Kensington Police Protection and Community Services District (“the District”). It is the intent and purpose of this document to summarize the benefits and other terms and conditions of employment applicable to the covered employee(s).

I. RECOGNITION AND APPLICATION.

These Terms of Employment apply to the position of “Lieutenant” within the District (“Lieutenant” or “Employee” or “Employees”), a sworn public safety officer subject to the Peace Officers Bill of Rights, set forth in California Government Code sections 3300, *et al.* These Terms of Employment do not apply to any other classification within the District, including any substitute, temporary, or part-time employees, the Chief of Police, or any employees who are subject to and governed by the Memorandum of Understanding applicable to the Kensington Police Officers Association.

II. BENEFITS.

A. Health-Related Benefits.

1. Health Plan Benefits Current Employees:

The District shall provide health benefits through the Public Employees’ Retirement System Health Benefit Program. The District will pay through a cafeteria plan 90% of the Kaiser Northern California premium at each level of coverage. The cafeteria plan option shall be integrated with the PEMHCA medical plan benefit. The premium for active members shall be adjusted annually on or about January 1 of each year based on changes in Kaiser rates for that year.

ELIGIBLE RETIREES.

Coverage Level	2020 Kaiser Bay Area Monthly Premiums	KPOA Member Contribution Effective 1/1/2020	Maximum District Contribution Effective 1/1/2020
Employee Only	\$768.49	\$76.85	\$691.64
Employee + 1	\$1,536.98	\$153.70	\$1,383.28
Employee + 2	\$1,998.07	\$199.81	\$1,798.26

The District will pay the health care premiums for eligible retirees and their eligible dependents pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA) and in the amounts required by California Government Code §22892(b).

The 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 shall be set at a fixed dollar amount equal to 90% of the 2020 Kaiser Northern California rate or \$125 per retiree per month, whichever is greater. The rates paid by the District shall be as follows: Upon achieving Medicare eligibility, the District shall pay 90% of the applicable 2020 Medicare rate at each level of coverage or the employee shall pay \$125 per month, whichever leads to a greater retiree contribution.

Employees employed on or before January 6, 2020, and retirees who were employed on or before January 6, 2020, shall have a vested right to a 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 the Kaiser rate) established in 2020. This vesting agreement shall be subject to California law and any applicable PEMHCA rules.

NEW EMPLOYEES.

Employees and retirees hired on or after January 6, 2020, shall receive only the PEMHCA minimum for a retiree health benefit.

2. Dental and Vision Benefits:

The District shall provide for a vision plan through VSP, and a dental plan through Delta Dental, maintaining the same benefit package as is currently provided under the District's VSP Group Vision Care Plan, effective October 1, 2013, and the District's Contract with Delta Dental, effective October 1, 2007, as amended. Except as provided in subsection (B) above, the District will pay the premiums for the eligible employee and his or her eligible dependents.

3. In Lieu Coverage:

Employees who elect not to receive the District's medical insurance shall be provided an alternative benefit in the form of a monthly five-hundred-dollar (\$500) cash payment in lieu of benefits listed in Article II.A.1 above of these Terms of Understanding.

Eligibility for receipt of alternative benefits is restricted to those employees in regular or probationary status who, in accordance with PEMHCA regulations: (1) elect to opt-out of the District's medical insurance and (2) provide proof of medical insurance coverage from an alternative plan.

4. Employee Assistance Program:

Employees shall be enrolled in the Employee Assistance Program offered by the District.

B. Retirement Benefits.

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:

Effective the first full pay period after July 1, 2021, Employees shall contribute the full 9% of pensionable compensation to the employee's share of pension contributions, and the District shall not contribute to the employee's share.

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 (definition): "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 will enroll eligible Employees as members of the California Public Employees Retirement System (CalPERS), consistent with the terms of the District's contract with CalPERS and the terms set forth in the MOU for the POA.

C. Life Insurance.

The District shall provide a one hundred-thousand-dollar (\$100,000) term life insurance policy for all Employees subject to these Terms of Employment. The District shall purchase and pay for the base premium and provide documentation of the purchase to the Employee. The Employee shall pay any additional costs over the standard base premium.

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 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 applicable law. 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.

G. Sick Leave.

1. Accrual. Employees shall accrue sick leave at the rate of ten (10) hours for each calendar month that the employee works. Employees may accrue an unlimited amount of sick leave. At the discretion of the Chief of Police, a medical professional's note may be required for any period of sick leave that exceeds five (5) consecutive days. Requests for medical notes shall not be subject to the grievance procedure.

2. 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 applicable California law. Additional family sick leave may be granted at the discretion of the Chief of Police.

3. Sick Leave at Separation. If an Employee has accumulated and unused sick leave at the time of separation, Employee shall not be eligible for a cash payout for that sick leave time. However, if the Employee separates by way of retirement, service 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.

H. Sick Leave Sharing Plan for Catastrophic Illness or Injury.

Employees have access to the 'Sick Leave Sharing Plan' to assist employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury. The Sick Leave Sharing Plan (SLSP) will allow each employee to donate up to 10 days of sick leave to affected Lieutenant, so that he/she can remain in a paid status for a longer period, thus partially ameliorating the financial impact of the illness, injury, or condition. This donated time will be placed in the SLSP and drawn down from the SLSP by the eligible Lieutenant.

To be eligible for this benefit, the receiving employee must: (1) be a regular full time employee, (2) have sustained or have an immediate family member who has sustained a life threatening or debilitating illness, injury or condition which may require confirmation by a physician, (3) have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) be unable to return to work for at least 30 days or in the case of the condition affecting the immediate family member, that member must be in need of prolonged and significant personal care; (5) conform to the requirements of the California Family Rights Act , and (6) not be eligible for workers compensation (4850) benefits.

III. LEAVES OF ABSENCE.

A. Family Care.

The District adheres to the provisions of the California Family Rights Act (CFRA), and California Pregnancy Disability Leave (PDL).

B. Pregnancy Disability Leave.

An employee disabled due to pregnancy may be entitled to a leave of absence for the period of disability up to four months (or 17 1/3 weeks). Employees on Pregnancy Disability Leave may utilize accrued unused sick leave and vacation during the leave period.

C. Voting Leave.

Consistent with the provisions of California law, employees shall be granted sufficient time to vote during municipal, primary and general elections.

D. Military Leave.

The District shall comply with all State and Federal requirements regarding military duty leave.

E. Bereavement Leave.

Each employee shall receive forty (40) hours of bereavement leave per qualifying incident. A qualifying incident is defined as the death of an employee’s parent, stepparent, parents-in-law, grandparent, child, stepchild, grandchild, spouse, domestic partner, legal dependent, sister or brother, brother/sister-in-law, legal guardian or with approval by the Chief of Police, a substitute family member for a person defined above. In addition to the forty hours of bereavement leave, Employees may use accrued unused vacation or sick leave to extend their bereavement leave up to a total of sixty (60) hours.

At the discretion of the Chief of Police, additional time may be taken by the employee using their accrued leave. District paid bereavement leave shall be limited to a maximum of forty (40) hours per incident. In special cases, the Chief of Police may approve additional bereavement leave or a leave of absence for bereavement in other circumstances

F. Jury Duty Leave.

The District provides jury duty leave with pay for all employees who are called upon to serve for court jury duty according to the following provisions: An employee called for jury duty shall immediately provide the Chief of Police with a copy of the jury summons. Employees' compensation for jury duty shall be limited to three months (63 workdays). Employees whose jury service is more than three months (63 workdays) may make a request to the Chief of Police for continued payment. An employee serving jury duty more than the above limit may use accrued unused vacation or other approved leave to continue pay.

G. Administrative Leave.

Lieutenants shall receive 60 hours of administrative leave pay on July 1 of each year as flexible compensation for the irregular duty periods, work more than 40 hours per week, and unpredictable demands on employee’s time. Administrative leave must be used prior to June 30 of the fiscal year it was awarded or it is lost and cannot be converted into a cash payout.

New employees and promoted staff shall receive the following bank of hours of Administrative Leave based on hire/appointment date as follows:

Date of Employment/Appointment	Credit for Administrative Leave
July 1 through September 30	60 hours
Oct 1 through December 31	40 hours
Jan 1 through March 31	20 hours
April 1 through June 30	0 hours

H. Vacation.

1.Accrual:

Vacation accrual is based on years of service as a sworn police officer regardless of time spent with the District. Accrual formula shall be:

Years of Service	Annual Accrual (hrs.)	Weeks
10	168	4.2
11	168	4.2
12	176	4.4
13	176	4.4
14	184	4.4
15	184	4.6
16	192	4.8
17	192	4.8
18	200	5.0
19	200	5.0
20	208	5.2

2.Usage:

Employees will work with the Chief of Police to mitigate schedule conflicts that result in less than adequate supervision in the Police Department. Employees will sign up for vacation in blocks of forty (40) hours at the beginning of each calendar year no later than January 30.

3.Payment at Separation.

Employees may not exceed three hundred twenty (320) hours vacation accrual unless authorized by the Chief of Police in emergency staffing circumstances. Employees are eligible to convert one hundred (100) vacation hours twice per calendar year to a cash payout using the regular hourly rate formula established by the Finance Department. The exclusive dates for cash payouts are December 1, and June 1. 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.

I. Holidays.

Employees shall receive 14 designated holidays per year to be observed during each Fiscal Year (July 1-June 30). Employees normally scheduled to work on those days will be given ten (10) hours off with pay provided. Employees on approved vacation or sick leave shall not be charged for vacation or sick leave for the Holiday.

The following days shall be recognized as holidays:

1. New Year’s Day
2. Martin Luther King’s Birthday
3. Juneteenth
4. President’s Day
5. Cesar Chavez Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Admission Day
10. Columbus Day
11. Veteran’s Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. Christmas

Employees are required to take paid holidays off. If the holiday falls on a regularly scheduled day off, employees may adjust their schedules and apply the holiday to a regular workday in the same pay period.

IV. PAY AND COMPENSATION.

A. Salaries.

1. Salary Ranges:

Employees must be paid a salary within the range established for the Employee’s classification. The current salary ranges for position(s) covered by these Terms of Employment, as set forth in the District’s publicly available salary schedule, are as follows:

Rank	Step 1	Step 2	Step 3	Step 4	Step 5
Lieutenant	\$12,756.69 mo.	\$13,394.52 mo.	\$14,064.24 mo.	\$14,626.80 mo.	\$15,065.60 mo.

2. Advancement through steps:

Employees are eligible for step advancements in pay pursuant to the salary schedule for the position. Step increases are based on an employee's performance evaluation prepared by the Chief of Police annually. For the purposes of this agreement, the anniversary date shall be the date of appointment to the rank of Lieutenant. Step increases in pay may not be more than once every twelve months.

B. Equivalent 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.

C. Working Out of Class.

Eligible employees authorized in writing by the Chief of Police to work in a higher classification and salary range than their own, and who are required to temporarily perform substantial duties and assume the responsibilities of the position, will receive out of class pay at a rate of 5% above their base hourly rate of pay. Employees will be eligible for work in a higher classification on the first workday in a higher classification. Lieutenants are eligible for a working out of class incentive only when assigned to the Acting Chief of Police role.

D. Patrol Coverage.

Employees may be required to fill the shift of a Patrol Sergeant or a Patrol Officer when staffing levels are below minimum. In these cases, employees shall be compensated an additional 5% of their base salary for the duration of their assignment.

E. Longevity Pay.

Employees will receive 3% of their base salary beginning with the 3rd year of service with the District and an additional 3% of their base salary beginning with the 6th year of service with the District.

F. Education Incentive.

Employees shall receive 3% of their base salary for possession of a master's degree from a college or university that has been accredited by an organization that is recognized by the U.S. Department of Education as an accrediting agency (e.g. WASC or Northwest Commission on Colleges and Universities).

G. POST Certificate.

Employees shall receive 1% of their base salary for possession of a Management Certificate from the California Commission on Peace Officer Standards and Training.

H. Hours of Work.

Exempt, unrepresented employees shall work a minimum of forty (40) hours per week, except when vacation, sick, or other approved leave is taken. The standard workweek (Monday-Sunday) shall be forty (40) hours per week, worked in units of four ten-hour days (4/10s), five eight-hour days (5/8s) or three twelve-hour days (3/12s) with payback hours to be determined each pay period. Unrepresented employees shall work the number of hours necessary & sufficient to professionally discharge their duties and assignments. Schedules, start, and finish times are generally flexible and selected by the Chief of Police based on the needs of the department and the employee.

I. Uniform Allowance.

The District shall provide a clothing allowance in the amount of one-thousand two hundred dollars (\$1200.00) per year, to be paid in twenty-four (24) installments of \$50.00. This is for the maintenance and upkeep of the employees' uniforms and duty equipment throughout the year. The District shall provide new employees with all the required uniforms and safety equipment. Internal employees promoted to a management role will examine existing uniforms and equipment for serviceability prior to purchasing new equipment. All uniforms and equipment must be returned by the employee upon separation from the District.

V. OTHER TERMS OF EMPLOYMENT.

A. Vehicle Assignment.

The District shall provide an assigned vehicle for the Police Lieutenant. The Lieutenant shall adhere to all Department policy and procedures related to department vehicles. The assigned car is strictly for traveling to and from work or work-related needs. The vehicle is not for personal use off duty. The District will cover all costs including insurance, maintenance, and fuel. The Chief of Police may revoke the vehicle privilege for identified policy violations or to meet the needs of the patrol fleet.

B. Education Incentive Program.

The District establishes an education pool each Fiscal Year; individual employees shall have the opportunity to draw from this pool to a maximum of two-thousand dollars (\$2,000.00) per individual 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, as approved by the Chief of Police prior to enrollment. The course must be completed with a grade of B and must be conducted on the employee's personal time. All receipts and transcripts must be provided by the employee before reimbursement will be authorized. Records are to be kept in the employee's personnel file.

C. Probationary Period.

All employees are subject to a twelve (12) month probationary period. Existing POA members who are promoted to the rank of Lieutenant and are unable satisfactorily complete their probation may be granted a probationary extension of six months by the Chief of Police. Promoted employees can formally request a demotion back to their original assignment. The demotion of a promoted employee is subject to the availability of a vacant position. If a Sergeant position is unavailable at the time of the request, the employee may be placed at the rank of police officer. Demotions, transfers, and reassignments are subject to approval by the Chief of Police.

D. Disciplinary Action.

Employees are required to adhere to all the policies and procedures set forth in the Kensington Police Department Policy Manual and the District of Kensington Personnel Rules. Employees are subject to discipline for violating these policies.

Approved:

Signed by:
David Spath
David Spath, President
Board of Directors

February 12, 2024
Date

Signed by:
David Aranda
David Aranda, Interim General Manager

February 12, 2024
Date