

**MEMORANDUM OF UNDERSTANDING**

between the

**CITY OF MONTEREY**

and the

**GENERAL EMPLOYEES OF MONTEREY (GEM) /  
LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA) /  
UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC), LOCAL 792,  
AFL-CIO**



**July 1, 2022 through June 30, 2024**

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between the

**CITY OF MONTEREY**

and the

**GENERAL EMPLOYEES OF MONTEREY (GEM) /  
LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA) /  
UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC), LOCAL 792, AFL-CIO**

**July 1, 2022 through June 30, 2024**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Monterey and is made by and between authorized representatives of the City of Monterey (hereinafter referred to as "City"), and the General Employees of Monterey (hereinafter referred to as "Union").

**SECTION 1 RECOGNITION AND IMPLEMENTATION**

- 1.1. The City hereby recognizes the Union as the exclusive bargaining agent for all employees within the bargaining unit.
- 1.2. This Memorandum of Understanding (MOU) constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until ratified by the Union's membership, and unless and until the City Council acts, by a four-fifths (4/5) vote, to formally approve this Memorandum of Understanding. It is understood by the parties that the City Council must, as a part of the implementation, appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding; and take any other action required.

**SECTION 2 TERM AND EFFECT OF MEMORANDUM OF UNDERSTANDING**

- 2.1. This Memorandum of Understanding shall be effective on July 1, 2022 and shall remain in full force and effect through June 30, 2024. It is understood and agreed that the terms, conditions, wages, and all provisions of this Memorandum of Understanding shall continue in effect after June 30, 2024 until a new Memorandum of Understanding is negotiated and subsequently ratified by the Union and the City Council, or until this Memorandum of Understanding is superseded by action of the City Council.

### **SECTION 3 SALARY**

#### **3.1. Salary Adjustments**

##### **3.1.1. For 2022-2023 fiscal year:**

- a. Effective September 16, 2022 salary schedules shall increase by 4.0%. In addition to the wage increase above, each employee will receive a one-time lump sum payment of \$500.00.

##### **3.1.2. For 2023-2024 fiscal year:**

- a. First full pay period following July 1, 2023, salary schedules increase by 4.0%. In addition to the wage increase above, each employee will receive a one-time lump sum payment of \$500.00.

### **SECTION 4 LONGEVITY PAY**

- 4.1. Employees hired into City employment on or after December 6, 2016, shall not be eligible for Longevity Pay.
- 4.2. Employees will receive longevity pay the first full pay period following the anniversary date that meets the following required years of continuous full-time service:
  - 4.2.1. For those employees hired before December 6, 2016, with at least twenty (20) years of continuous full-time City of Monterey service or more, the City will provide a 5.0% increase to base pay for longevity pay.
  - 4.2.2. For those employees hired before December 6, 2016, with at least twenty-five (25) years of continuous full-time City of Monterey service or more, the City will provide a total of 10.0% increase to base pay for longevity.
  - 4.2.3. For those employees hired before December 6, 2016, with at least thirty (30) years of continuous full-time City of Monterey service or more, the City will provide a total of 15.0% increase to base pay for longevity
- 4.3. Employees receiving stacked longevity pay in effect at the time of ratification will continue receiving such compounded 10.0% and 15.0% pay. For example, an employee currently receiving longevity for twenty-five (25) years will continue to receive 10.25% and those currently receiving longevity for thirty (30) years will continue to receive 15.763%. If an employee becomes eligible for longevity pay following ratification of this MOU, or additional longevity pay, the flat rates of 10.0% and 15.0% as described above will apply.

### **SECTION 5 STEP ADVANCEMENTS**

- 5.1. Step advancements are merit increases and are not automatic. An employee must perform the duties of the position in a manner satisfactory to the department head to receive a step advancement.

- 5.2. Eligibility for such step advance shall be upon completion of twelve (12) months satisfactory service in the employee's prior step. An employee's initial placement on the step system shall be determined by Sections 25-5.04 or 25-5.06 of the Monterey City Code (Personnel Rules and Regulations).
- 5.3. Step advancements shall be made on the anniversary date. No advancement shall be made without a performance evaluation with a written recommendation by the department head and approval of the City Manager or designated representative.

## **SECTION 6 INSURANCE PLAN**

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this agreement, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance, and, upon request, meet with representatives of the Union. If, during the term of this agreement, the premium for an insurance plan changes, the City will attempt to provide a thirty (30) day notice in advance of the rate change.

- 6.1. Dental/Orthodontia Insurance
  - 6.1.1. The City shall pay the full cost for employee dental insurance administered by a third-party administrator up to the annual maximums described in the plan description.
  - 6.1.2. The City will afford eligible employee dependents the opportunity to participate in an open enrollment every three (3) years. An employee electing coverage for dependent(s) shall pay the full cost for dependent dental premiums rounded up to the nearest dollar.
- 6.2. Vision Care
  - 6.2.1. The City will continue to provide vision care insurance, and pay the full cost of premiums, for employees and dependents. The plan will provide for expenses incurred up to the annual maximums described in the plan description.
- 6.3. Life Insurance
  - 6.3.1. The City will continue to provide a \$20,000.00 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this agreement.
  - 6.3.2. Additional Term Life Insurance may be purchased by each employee through payroll deductions in increments of \$10,000.00, subject to the City's life insurance carrier's coverage limitations. At least \$100,000.00 of term life insurance will be available to employees for purchase. Only premiums for up to \$30,000.00 of employee purchased term life insurance may be paid on a pre-tax basis. The purchase of additional insurance shall be in accordance with payroll deduction

procedures established by the Finance Director and the underwriting requirements of the insurance carrier.

6.3.3. Subject to the conditions of the City's life insurance carrier, the City shall offer to employees at the time of their retirement the option to convert their life insurance policy (both City-paid and employee-purchased supplemental insurance) to individual coverage at the employees' expense.

#### 6.4. Health Insurance – Cafeteria Plan

##### 6.4.1. CalPERS Medical Benefits

a. The City provides health insurance through California Public Employee's Retirement System ("CalPERS") The provisions of this plan require participation by the Union in the Public Employees Medical and Hospital Care Act ("PEMHCA") that requires the City to contribute a minimum monthly health premium contribution pursuant to Government Code 22892.

i. For the plan year beginning January 1, 2023, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, inclusive of the minimum PEMHCA contribution is up to the following amounts:

- \$2,540.00 per month – family coverage
- \$2,040.00 per month – employee + 1
- \$899.00 per month – employee only

b. [EXAMPLE: For 2023, the PEMHCA minimum contribution is \$151.00; the City shall make a flexible benefits plan contribution of \$2,389.00 per month for family coverage, \$1,889.00 per month for two-person coverage and \$748.00 per month for single coverage.]

c. This contribution is known as the Health Plan Spending Fund ("HPSF").

i. For the plan year January 1, 2024 only, if the amounts in subsection a. above are less than the total premiums for CalPERS Gold, the City shall increase its contributions, not to exceed 9.0%, to the new CalPERS Gold premiums.

##### 6.4.2. Medical Waiver

a. Employees who opt out of the City sponsored CalPERS plan for health insurance, and provide proof of alternate group medical insurance will be entitled to \$300.00 per month. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City and compliant with the Affordable Care Act.

#### 6.4.3. Cafeteria Plan and Optional Benefits

- a. In accordance with IRS Code Section 125, the City will provide a Flexible Benefits Plan (“Cafeteria Plan”) to all eligible employees. Employees may elect to participate in the following three (3) Section 125 programs offered by the City:
  - Premium Conversion;
  - Dependent Care (IRS contribution limits apply); and
  - Flexible Spending Account (IRS contribution limits apply).
- b. Each of these programs will be administered in accordance with the IRS Code.
- c. Consistent with applicable laws and regulations, each employee may use his/her HPSF for any benefits permitted by law and provided for in the Cafeteria Plan document. Those benefits include:
  - Health insurance in accordance with CalPERS regulations and Federal law;
  - Dependent dental coverage;
  - Additional life insurance, provided by the City’s insurance carrier, up to the maximum allowed by the City’s carrier;
  - Dependent Care Assistance Plan (DCAP) Employees will pay any administration fee for this service through payroll deductions;
  - Flexible Spending Account (FSA) Employees will pay any administration fee for this service through payroll deductions; and
  - Effective January 1, 2021, the option to take any unused cash value after selecting from the above options has been eliminated.

#### 6.4.4. Retiree Medical Premium

- a. Covered employees who retire under the provisions of the City’s contract with CalPERS, are currently eligible to continue CalPERS medical coverage. The City will make the mandatory minimum employer health premium contribution for City retirees participating in the PEMHCA. The mandatory monthly rate is established by CalPERS annually, and is effective on January 1 of each calendar year pursuant to Government Code Section 22892.

## **SECTION 7 RETIREMENT**

### 7.1. Classic Members – Tier 1

- 7.1.1. For employees hired prior to January 1, 2013, the City will continue to provide the 2.7% @ 55 CalPERS Miscellaneous Members Retirement for each employee covered by this agreement. The same 2.7% @ 55 will



be provided to new employees, subject to CalPERS determination, who were previously employed by the City of Monterey as a full-time employee, or who were employed full-time by another CalPERS (or reciprocal) agency within six (6) months from date of hire by the City of Monterey. This policy is in keeping with the California Public Employees' Pension Reform Act ("PEPRA"). As of July 1, 2013, the City's contract with CalPERS for the 2.7% @ 55 plan contains the following plan amendments:

- Highest twelve (12) consecutive months for purposes of determining final compensation (Section 20042).
- Sick leave credit/conversion to service time (Section 20965).
- 1959 Survivor Benefit Level 4(Section 21574). The employer's cost for this benefit will be paid by the employees through payroll deduction. This amount is set by CalPERS each fiscal year.
- Exclusion of hourly rated employees (Section 20305).
- Military Service Credit (Section 21024).
- Partial Service Retirement (Section 21118).
- Employees Sharing Cost of Additional Benefits (Section 21354.5)

7.1.2. The City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and/or contribution credits (rebates) from CalPERS.

7.1.3. Classic employees contribute on a pre-tax basis the 8.0% employee contribution amount established by CalPERS. Effective July 1, 2011, Classic employees contribute on a pre-tax basis a 3.0% cost share towards the Employer Contribution to CalPERS. The total contribution, which is memorialized by a 2018 contract amendment with CalPERS, is 11.0%. The City shall maintain the IRS 414(h)(2) provision allowing employees to defer State and Federal Income taxes on their CalPERS contributions.

## 7.2. PEPRA Members – Tier 2

7.2.1. For employees hired on or after January 1, 2013 who have not been previously employed by the City of Monterey as a full-time employee, or who were employed full-time by another CalPERS (or reciprocal) agency and had a break in service greater than six (6) months from date of hire by the City of Monterey, subject to CalPERS determination, will be placed on a second CalPERS Plan tier. The second tier for these employees is the 2.0% @ 62 and contains the same plan amendments as the 2.7% @ 55 plan described above, except that PEPRA requires the 2.0% @ 62 retirement formula to be based on a 36-month average of annual pensionable compensation earned (rather than a 12-month average), and employees on the second tier contribute 50% of the normal cost of the plan as established by CalPERS and are not required

to participate in any cost-sharing of the Employers' Contribution to CalPERS. The City shall maintain the IRS 414(h)(2) provision allowing employees to defer State and Federal Income taxes on their CalPERS contributions.

## **SECTION 8            BENEFITS DURING WORKERS COMPENSATION AND SHORT TERM DISABILITY PLAN**

The City provides workers compensation benefits in accordance with state law and shall provide a Short Term/Long Term Disability Plan. During the term of this agreement, the City will pay any increase in costs and will retain any savings resulting from a decrease in cost for this plan.

### **8.1.    Maintenance of Benefits**

8.1.1.    The City will provide the employee on an industrial or non-industrial disability protected leave of absence with benefits for up to a maximum of twelve (12) months per incident in accordance with state and federal law.

8.1.2.    Employees out on leave in excess of twelve (12) months will resume benefits in the first month after returning to work in a full-time status.

### **8.2.    Leave Accrual**

8.2.1.    If, due to an industrial injury or illness, an employee is in a pay status (either City pay or WC pay) for the majority of the month, leave accruals (sick leave, vacation, and holidays) shall continue for the first six (6) months of the disability.

8.2.2.    If, due to a non-industrial injury or illness, an employee receives disability payments for what constitutes the majority of the month, the employee shall not accrue leave (sick leave, vacation, and holiday).

## **SECTION 9            UNIFORM ALLOWANCE**

9.1.    Except where noted below, the City will provide and launder uniforms for employees who are required to wear a standard uniform.

9.2.    All full-time non-sworn employees of the Police Department who are required to wear a standard uniform shall receive an allowance of \$70.00 per month.

9.3.    Each full-time Facility Attendant shall be reimbursed up to \$230.00 per fiscal year upon submission of receipt(s) for the cost of purchasing City uniform pants.

9.4.    In those divisions where uniforms are provided and laundered, eleven uniforms will be made available to each employee.

**SECTION 10 SHOE REIMBURSEMENT**

- 10.1. All full-time employees required to wear safety shoes as a condition of employment shall, at the employee's request, receive up to \$225.00 per fiscal year in reimbursement for the purchase or repair of safety shoes (so long as after the repair the shoes continue to meet the California Division of Occupational Safety and Health (OSHA) requirements for safety).
- 10.2. The City may authorize direct bill payment for shoes required at a vendor of the City's choice. The employee may continue with the current reimbursement method or utilize the direct billing method. If the employee purchases shoes for an amount (including tax) greater than the annual limits described in this section, the employee shall pay the difference to the vendor at the time of purchase.
- 10.3. The following classifications are eligible to receive shoe reimbursement:
- 10.3.1. Building Maintenance
- Senior Parts Clerk
  - HVAC Senior Technician
  - Senior Locksmith
  - Building Maintenance Supervisor
  - Facilities Maintenance Coordinator
  - Building Maintenance Craftsworker
  - Building Maintenance Worker
  - Custodian
  - Senior Custodian
  - Building Technician
  - Inspector
  - Senior Building Inspector
  - Code Compliance Officer
- 10.3.2. Building and Safety
- Building Technician
  - Inspector
  - Senior Building Inspector
  - Code Compliance Officer
- 10.3.3. Engineering
- Public Works Inspector
  - Senior Public Works Inspector
  - Environmental Regulations Analyst
  - Engineering Technician
  - Engineering Assistant II
  - Engineering Assistant I

- 10.3.4. Harbor
  - Harbor Maintenance Craftworker
  - Harbor Security Worker (FT, RPT, PTS)
  - Facility Attendant (RPT)
  - Harbor Coordinator
- 10.3.5. Mechanical
  - Parts Clerk
  - Lead Mechanic
  - Automotive Mechanic
- 10.3.6. Parking
  - Parking Maintenance Leadworker
  - Parking Maintenance Worker
- 10.3.7. Streets
  - Street Maintenance Leadworker
  - Street Maintenance Worker
  - Senior Street Maintenance Worker
  - Street and Utilities Supervisor
  - Sign Craftworker
- 10.3.8. Parks and Recreation
  - Park Maintenance Worker
  - Senior Park Maintenance Worker
  - Park Maintenance Leadworker
  - Park Maintenance Supervisor
  - Park Maintenance Craftworker
  - Parks Maintenance Crafts Lead Worker
  - Urban Forester
  - Assistant Urban Forester
  - Greenbelt Coordinator
  - Park Attendant
  - Cemetery Maintenance Worker
  - Cemetery Coordinator

## **SECTION 11            TOOL ALLOWANCE**

- 11.1. Full-time employees in the classifications of Lead Mechanic and Automotive Mechanic, who are required to provide their own tools, shall receive a tool allowance of \$40.00 per month per employee.

## **SECTION 12            STAND-BY AND COMPENSATION**

- 12.1. Employees shall be paid \$35.00 per 24-hour period during a weekday, or portion thereof, and \$80.00 per 24-hour period during a weekend day or

official holiday, or portion thereof, when assigned to stand-by in accordance with established departmental procedures.

- 12.2. Stand-by shall be defined as that circumstance which requires an employee who is not on duty and assigned by the department to:
- Be ready to respond immediately to a call for service;
  - Be readily available at all hours by telephone or other agreed upon communication equipment; and
  - Refrain from activities which might impair their ability to perform their assigned duties when called upon.
- 12.3. Where an employee is on stand-by and called out to respond, the employee shall receive a minimum of two (2) hours compensation at time-and-one-half regular rate of pay, or compensation for hours worked (including Fair Labor Standards Act (FLSA) overtime, whichever is greater.)
- 12.4. The City will compensate those employees on stand-by for actual time worked or a minimum of \$10.00 per incident, whichever is greater, if required to respond to calls but not required to report to work, for incident notifications received between the hours of 11:00 p.m. and 6:00 a.m. Incident, for purposes of this section, shall be defined as those calls initiating service, and to exclude follow-up calls relating to the initial service call.
- 12.5. Those employees who are on standby and are called to respond to duty, shall follow division procedure to provide notification when the employee leaves the designated work site following completion of the called-out duty request. After thirty (30) minutes have expired following completion of the called out duty request, if the employee receives a new call to respond to duty while on standby, that employee shall receive a new two-hour minimum compensation for such call.

### **SECTION 13            CALL BACK**

- 13.1. Those employees who are called back to work on a day off or after having completed the normal shift, and after having left the work site, for emergencies shall receive a minimum of two (2) hours compensation at time-and-one-half base pay or compensation for hours worked (including eligible FLSA overtime), whichever is greater, when called back to respond to such an emergency. Employees may be assigned to a roll down call back list and shall not be subject to the stand-by provisions and requirements of Section 13. Roll down call back lists are composed of employees who may be called during an emergency and are called in sequence until a person whose name is on the list is contacted and able to respond in a timely manner.

### **SECTION 14            COMPENSATORY TIME OFF**

- 14.1. Employees who earn overtime may, at the option of the employee, elect to be paid cash or accrue compensatory time off ("CTO") except as stated below.

Compensatory time-off may be accrued to a maximum of forty (40) hours. During the month of November each year, except as stated below, the compensatory time off balance as of October 31 for each employee will be paid off at the employee's prevailing rate in October and the balance reduced to zero. Compensatory time off will be scheduled in the same manner as vacation time.

- 14.2. On October 31 of each year, employees may either receive pay for unused CTO or maintain unused CTO as CTO leave, in accordance with procedures to be developed by the Finance Director. If an employee does not make a selection, the entire CTO balance as of October 31 will be paid. Payments will be made the second payday in November. In no case may an employee maintain more than forty (40) hours of accrued CTO in their leave bank.

## **SECTION 15 HOLIDAY TIME**

- 15.1. The Holiday schedule for the term of this agreement will be:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving Day
- The working day immediately preceding Christmas Day
- Christmas Day
- The working day immediately following Christmas Day
- Admission Day

- 15.2. City Code Section 25-11.06 states: "Employees must be in a paid status the day before and after a holiday in order to be compensated for the holiday." The parties agree to interpret this to mean that the City will take the average time in paid status the working day before and the working day after a holiday to calculate holiday pay. For example, if an employee is in an unpaid status the working day before a holiday and then works or uses accruals of eight (8) hours the working day after the holiday, the City will provide the employee with four (4) hours of holiday pay for the holiday.

- 15.3. If an employee is at the 40-hour maximum accrual in a pay period when an additional holiday is accrued, the employee may utilize accrued holiday hours in the same pay period in order to obtain the holiday accrual. Otherwise, the holiday is paid out in accordance with City Code Section 25-12.04(b)(3).

**SECTION 16 OVERTIME**

- 16.1. For purposes of determining when overtime compensation is owed under both City Overtime Policy as defined in City Code Section 25-11.05 and the FLSA, only hours actually worked shall be counted. Excluded from this provision is paid time off on City Holidays.
- 16.2. The intent of this section is to bring the City's overtime policy into alignment with what is mandated under FLSA. It is not the intent of this section to alter the way in which overtime is assigned.
- 16.3. The City will monitor and respond to overtime complaints to ensure overtime is assigned and compensated in an appropriate manner. The Union will work cooperatively with the City to ensure the appropriate application of this policy.

**SECTION 17 FLOATING HOLIDAY**

- 17.1. The Union's holiday schedule shall include one (1) floating holiday per fiscal year, per employee. The scheduling is at the discretion of the employee subject to approval by their department head.
- 17.2. The floating holiday may be rolled over to the next fiscal year. In no case shall an employee be allowed to accrue more than forty (40) hours of accrued floating holiday time, and there shall be no cash value for floating holidays.
- 17.3. If an employee is at the 40-hour maximum accrual, in a pay period when an additional holiday is accrued, the employee may utilize accrued holiday hours in the same pay period in order to obtain the holiday accrual. Otherwise, the employee forfeits that floating holiday.

**SECTION 18 NIGHT SHIFT DIFFERENTIAL**

- 18.1. An employee who is required and authorized to work a regularly scheduled shift at least part of which falls between 6:00 p.m. and 6:00 a.m. shall be paid a shift differential of \$1.00 per hour for each hour worked between 6:00 p.m. and 6:00 a.m. This differential shall not apply to hours worked between 6:00 p.m. and 6:00 a.m. which result from a call-back, stand-by, overtime or mutually agreeable flexible schedules. For payroll reporting purposes, night shift differential will be paid in that pay period where the sum of previously worked qualified time equals at least one (1) hour.

**SECTION 19 AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATION AND CONTRACTORS LICENSE INCENTIVE PAY**

- 19.1. The following Incentive Pays shall be effective based on the demonstration and functioning continuation of the appropriate certifications or licensing.
- 19.2. Employees in the classifications of Fleet Coordinator, Lead Mechanic, and Automotive Mechanic shall receive 1.0% incentive pay for each Automotive

Service Excellence certification, up to a maximum of 5.0% total from the list of sixteen (16) certifications listed below:

19.2.1. Automobile and Light Truck Certification Tests

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

19.2.2. Medium-Heavy Truck Certification Tests

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Train
- T4 Brakes
- T5 Suspension & Steering
- T6 Electrical/ Electronic Systems
- T7 Heating, Ventilation & Air Conditioning (HVAC)
- T8 Preventive Maintenance Inspection

19.3. Employees in the classifications of Senior Craftworker and Building Maintenance Craftworker shall receive a 5.0% incentive pay for maintaining an active, or valid but inactive, California Class B General Building Contractors License.

19.4. In order to receive the incentive pay described above, the employee must present proof of the applicable current certification(s) or licensing to the Public Works Administration Division. The incentive pay will begin on the first day of the pay period following the department's receipt of the proof of certification(s) or licensing. It is the employee's responsibility to provide an updated certificate or license at the time it is set to expire. Failure to maintain the certification(s) or licensing will result in the loss of incentive pay effective on the first day of the pay period following the date of the certification(s) or licensing expiration that Human Resources has on file.

## **SECTION 20 BILINGUAL PROGRAM AND COMPENSATION**

20.1. The City recognizes that there is merit to having employees who are bilingual.

20.2. The City will provide a \$100.00 per month stipend (\$1,200.00 per year), for up to ten (10) GEM represented employees who meet the testing criteria for being bilingual in Spanish and available to provide translation services.

20.3. Based on the needs of the Police Department, the Chief of Police may provide bilingual pay to eligible Police Services Technicians in excess of the



maximum ten (10) in accordance with the requirements and criteria set forth below.

20.4. These employees, if available during their work schedule, may be called upon by other departments on an as needed basis.

20.5. When a vacancy arises in the Bilingual Program roster, Human Resources will request that department heads, or their designee, recommend employees who speak Spanish to participate in the program. Nominated employees will undergo a bilingual exam and those employees who receive a passing score will be placed on the eligibility list, which will be used to fill vacancies in the Bilingual Program.

#### 20.6. Examination Process

20.6.1. Human Resources contracts with Language International Testing to conduct an oral exam. The exam is conducted over the phone and is intended to assess the employee's ability to comprehend and speak a foreign language. Language International Testing will provide the results of the examination, which are valid for three (3) years, to Human Resources for review, selection and placement.

#### 20.7. Selection and Placement

20.7.1. The intent of the bilingual pay program is to diversify the selection and placement of the program participants across our various departments and divisions. Selection of employees to serve in the Bilingual Program is based on several factors, including but not limited to, the score received in the bilingual examination, work location, work schedule, seniority of the employee and ability to respond to a request for translation and interpretation if called upon. Approval is granted by the Human Resources Director.

#### 20.8. Reinstatement

20.8.1. Laid off employees who were participating in the Bilingual Program have reinstatement rights over newly appointed program participants. If, during the layoff period, a new employee is selected to serve on the Bilingual Program, that new employee may be bumped by a returning program participant. The bumped employee, however, will return to the eligibility list should a future vacancy occur within the 3-year period of their exam score. The returning employee will be required to retest if their examination scores are expired. In no event will the number of employees participating in the program exceed the ten (10) GEM employees' limit.

#### 20.9. Renewal

20.9.1. Bilingual Program participants will serve a 3-year term, which coincides with the expiration date of their bilingual examination score. Human Resources will notify participants when their term will expire. However, a request by Human Resources to retest is conditioned on the

performance of the bilingual employees during the 3-year period, on the translation and interpretation needs of the City, and interest and availability of other qualified employees to provide bilingual services.

## **SECTION 21 EDUCATION INCENTIVE PLAN**

- 21.1. All employees who have completed their initial probationary period are eligible for the City's Education Incentive Premium ("CEIP") as outlined below and further described in the City's Administrative Policy.
- 21.2. To qualify for consideration, an employee must have a Baccalaureate or Master's Degree from an accredited college or university.
- 21.3. For a Baccalaureate, an employee would receive 5.0% premium pay on base salary and 7.5% premium pay on base salary for a Master's Degree. An employee cannot receive both of these premium pays.
- 21.4. For classifications that require the equivalent of a Baccalaureate degree or higher, the employee will not be eligible to receive this premium. Further, employees who accept a position which requires the equivalent of a Baccalaureate degree or better, shall cease to be eligible to receive this premium.
- 21.5. The City shall consider CEIP as part of base pay.

## **SECTION 22 TUITION REIMBURSEMENT**

- 22.1. Subject to prior written approval by the Department Head, employees may be allotted up to \$1,000.00 per fiscal year for Tuition Reimbursement. The reimbursement is allowed for costs incurred (including tuition and course textbooks) for job-related seminars, conferences and accredited courses that are taken during off-duty hours.

## **SECTION 23 MINIMUM LEAVE EVENTS**

- 23.1. The minimum leave that can be taken by an employee for all leave events shall be fifteen (15) minutes, except for voluntary unpaid leave.

## **SECTION 24 VACATION SCHEDULE AND MAXIMUM ACCRUAL**

- 24.1. The vacation accrual for regular full-time employees shall be as follows:
  - All employees who have been employed continuously for less than five (5) years shall receive eighty (80) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
  - All employees who have been employed continuously for more than five (5) years but less than ten (10) years shall receive one hundred and twenty (120) hours vacation accrual per year

whether assigned to a forty (40) hour work week or other duty schedule.

- All employees who have been employed continuously for more than ten (10) years but less than fifteen (15) years shall receive one hundred and thirty six (136) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
- All employees who have been employed continuously for more than fifteen (15) years but less than twenty (20) years shall receive one hundred and sixty hours (160) vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
- All employees who have been employed continuously for more than twenty (20) years shall receive one hundred and eighty four (184) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.

24.2. Vacation scheduling shall be subject to the current City Rules and Regulations in effect at the time of application:

- The department head and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than fifteen (15) minute increments shall not be permitted. Scheduling of vacation shall be in accordance with any established departmental policy and subject to department head approval. The decision of the department head shall be final.
- Employees will not accrue vacation in excess of three hundred and twenty (320) hours.
- Vacation accrual based on the employee's accrual rates shall commence only after an employee has utilized vacation, and accrual banks are below the three hundred and twenty (320) maximum allowed. Employees may cash-out vacation accrual in excess of two hundred and eighty (280) hours at the end of the calendar year. Vacation accruals may be cashed out upon separation from City employment.

## **SECTION 25 VOLUNTARY UNPAID LEAVE**

25.1. With advance department head approval, an employee, other than a Police Services Technician, may take up to forty (40) hours of voluntary unpaid leave per calendar year in one (1) hour minimum increments subject to the following findings by the department head:

- It will create no overtime due to the absence of the employee; and
- It will create no adverse operational impact on the department or division.

- 25.2. Employees exceeding this amount of unpaid leave may be disciplined for excessive leave of absence. Excluded from discipline are absences certified as protected leave of absence under state or federal law or leave approved as a reasonable accommodation for a disability under state or federal law.

## **SECTION 26 SICK LEAVE**

All full-time employees shall be provided paid sick leave as set forth below.

### **26.1. Sick Leave Accrual**

26.1.1. Full-time employees shall accrue sick leave credits at the rate of eight (8) hours per month or major portion thereof.

26.1.2. Employees shall accrue sick leave and be permitted to use such accrued leave upon employment for the permitted uses in Monterey City Code Section 12.02.c.

26.1.3. All full-time employees may accrue sick leave without limitation.

### **26.2. Sick Leave Usage for Employee and Children (stepchildren, adopted, foster, or wards), Parents (step, foster, guardian, wards or in-laws), Spouse, Domestic Partner, Grandparent, Grandchild, Brother, Sister**

26.2.1. Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the employee's child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), mother, father, spouse or domestic partner registered with the State and submitted to Department of Human Resources.

26.2.2. When utilizing the sick leave benefit, the employee shall notify the immediate supervisor, in accordance with departmental regulations and Monterey City Code Section 25-11.01(b).

26.2.3. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with the immediate supervisor, on a daily basis if deemed necessary by the supervisor.

26.2.4. Usage of sick leave shall be charged to the employee's balance on an hour-for-hour basis in one-fourth (1/4) hour increments or in accordance with current law.

### **26.3. Sick Leave Usage for Family Member Death (Bereavement)**

26.3.1. All employees may be authorized to use up to eighty (80) hours of accrued sick leave per calendar year for the death of a family member or close relation. The maximum combined allowable use of sick leave for the above purposes shall not exceed eighty (80) hours in any calendar year.

26.3.2. At the department head's discretion, the employee may be required

to provide evidence that the leave was used for the purposes intended by this section.

26.3.3. For purposes of determining the use of sick leave for death of a family member, the following definition shall be used: The employee's spouse, principal domestic partner, child, parent, brother, sister, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, step-children, step-grandparents or grandparents-in-law.

#### 26.4. Medical/Dental Appointments

26.4.1. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is infeasible to schedule them on the employee's own time.

#### 26.5. Sick Leave Abuse

26.5.1. Sick leave abuse shall mean: "Any use of sick leave, for purposes other than those identified in this section." Sick leave abuse may subject the employee to disciplinary actions.

26.5.2. When the department head has reason to suspect that an employee has abused sick leave benefits, the department head may require that employee to file a personal affidavit or furnish medical verification or other substantiation for any such absences. The department head, at their discretion, may establish methods of verification as deemed appropriate. These means may include, but are not limited to, examination by a physician selected by and paid for by the City. If an employee is required to be examined by a physician selected by the City, the employee will be paid for the time, if off duty, and will be given reimbursement for mileage to attend the examination.

26.5.3. The payment of sick leave may be suspended or curtailed by the City Manager where there is evidence that absences taken on a given day or days are the result of a concerted action on the part of two (2) or more employees which is related to a labor dispute with the City directly, or one in which the City is involved as a third-party. Sick leave may be restored when proof is provided that the sick leave was taken as provided in these Rules.

#### 26.6. Sick Leave Used as Personal Leave

26.6.1. Up to twenty-four (24) hours of accrued sick leave may be taken as Personal Leave during the calendar year so long as the employee has a minimum of one hundred and sixty (160) hours of accrued sick leave on the books at the time the Personal Leave is taken. Approval for the use of Personal Leave shall otherwise be subject to the same use rules as vacation, and requires advance Department Head approval.

#### 26.7. Exhaustion of Sick Leave

26.7.1. An employee anticipating exhaustion of sick leave may request

advance approval from their department head for the use of discretionary leaves (i.e., vacation, holiday and compensatory time off) in the event of illness or injury, with the department head having discretion to either deny or approve the request. Failure to receive advance approval for use of discretionary leaves following exhaustion of sick leave will result in unpaid unapproved leave for subsequent sick leave, and may subject the employee to discipline.

## **SECTION 27 MATERNITY AND PARENTAL LEAVE**

- 27.1. Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leaves of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the Pregnancy Disability Leave, Family Medical Act, California Family Rights Act ("CFRA") and the Fair Employment and Housing Act.
- 27.2. Employees taking an approved unpaid leave of absence for CFRA eligible baby bonding are entitled to utilize accrued leave, including use of sick leave.

## **SECTION 28 PROBATION PERIOD DURATION**

- 28.1. All original appointees to positions in any classification shall serve a continuous probationary period of twelve (12) months. All promotional appointees shall serve a probationary period of six (6) months. Probation shall not apply to employees who are reclassified, re-employed, reinstated, lateral transfers, and demotions. In addition to the extension of probation allowed for extended leave of absence in accordance with City Code, a probation period may be extended by City Manager approval and mutual agreement by GEM for up to six (6) months in order to evaluate performance.

## **SECTION 29 RECLASSIFICATION**

- 29.1. An employee or his/her representative may request in writing a re-evaluation of his/her job based on significant permanent changes in job content or significant discrepancies between job content and classification description. The request must be in writing, contain justification and be submitted to the Department Head for review and recommendation. Submittals may be made only on an annual basis during the period of September 10 through October 10. The Human Resources Director or his or her designee will initially respond to such requests within ninety (90) calendar days by notice to the employee and the union; however, this timeline may be extended if necessary. This notice shall state whether a recommendation will be made to the City Manager and City Council for reclassification. If the employee or Union disagrees with the recommendation, the Union may submit a rebuttal for review. The rebuttal will advance with the HR Director's recommendation to the City Manager and City Council as soon as administratively possible. The City Council's decision on reclassification is final.

**SECTION 30 EMPLOYEE ASSISTANCE PROGRAM**

30.1. The City shall provide an Employee Assistance Program. The Employee Assistance Program is a confidential service designed to help employees and their household members resolve personal and workplace challenges.

**SECTION 31 DRUG AND ALCOHOL TESTING**

31.1. Department of Transportation (DOT) Class B Licensing Requirements and Random Drug and Alcohol Testing

- a. The parties acknowledge that, consistent with the United States DOT Regulations, all employees required to obtain and maintain a California Department of Motor Vehicles Class B license must participate in a random drug and alcohol testing program.
- b. The following conditions shall apply to employees in the classifications of Street Maintenance Leadworker, Senior Street Maintenance Worker, and any employee subsequent to the promulgation of this policy required to operate a vehicle of the City of Monterey exceeding 26,000 lbs. gross weight and/or requiring a State of California Department of Motor Vehicle Class B License:
  - i. The City will provide formal training on duty time concerning the operation of vehicles of at least 26,001 lbs. This will include “walk around” training.
  - ii. City Reimbursements:
    - The City will pay the difference in fees between a Class B and a Class C license as issued by the California Department of Motor Vehicles. In addition, the City will pay for the DMV test fee to obtain and renew a Class B license.
    - The City will pay for the necessary medical examination associated with the employee obtaining and renewing a Class B license.
  - iii. Employee Responsibilities:
    - The employee must obtain and maintain a Class B license from the Department of Motor Vehicles of the State of California.
    - The employee must obtain airbrake or other applicable certification associated with a Class B license from the Department of Motor Vehicles.
    - The employee will submit to the DOT drug testing, as outlined in the City of Monterey Drug and Alcohol Policy pursuant to the DOT Regulations.
    - All employee study time, required to obtain and maintain a Class B license, shall be off duty.

- iv. All employees in a designated classification or position with the City of Monterey shall be required to obtain a Class B license. Failing to obtain a Class B license when required as a condition of employment may result in the separation of the employee for failing to meet a basic employment requirement. For employees of the City in one of the classifications listed below as of August 6, 1997, failing to obtain a Class B license for medical and/or testing reasons will not be cause for separation from City employment so long as the employee has demonstrated in the view of the City a good faith effort to meet the requirements of obtaining a Class B license. At the time this agreement was promulgated, the City classifications that have, as a condition of employment the obtaining and maintenance of a Class B license, are:
- Street Maintenance Leadworker
  - Senior Street Maintenance Worker
  - Street and Utilities Supervisor
- v. Any employee hired into the Lead Mechanic or Automotive Mechanic classifications on or after March 8, 2004 shall also be required to obtain and maintain a California Department of Motor Vehicles Class B license, and must participate in a random drug and alcohol testing program as described in this section. Those employees hired into the Lead Mechanic or Automotive Mechanic classifications prior to March 8, 2004 are not required to obtain or maintain a Class B license, and are not subject to the provisions of this section.
- vi. Class B License Pay. Employees who are in positions within classifications designated as requiring Class B license as a condition of employment shall be eligible for a \$40.00 per pay period premium pay. Specific positions within a classification that require a Class B license will be determined by the Department Director or designee. Employees shall not be eligible for this premium pay for any full or portion of a City pay period that the Class B License is suspended and/or expired. Employees not in a City pay status for one (1) full pay period or longer shall not be eligible for this premium pay during the time not in pay status.
- vii. The City, as a means of encouraging employee development for promotional opportunities, will pay on behalf of employees voluntarily obtaining a Class B license the difference in the fee between a Class C and a Class B license. Additionally, the City will pay for the necessary medical examination associated with the employee obtaining and renewing a Class B license. This benefit is limited to the employees in the classifications of Street Maintenance Worker, Lead Mechanic, Automotive Mechanic, Green Belt Coordinator, and Sign Crafts Worker.



## **SECTION 32 WELLNESS PROGRAM**

- 32.1. The Union and the City agree that employee health and fitness are important factors in maintaining an optimal work environment. Employees complying with membership requirements shall receive annual, renewable, and nontransferable employee-only passes to the Monterey Sports Center valued at the current rates, and subject to rate increases, in order to implement their personal fitness programs. The details of the program shall be as outlined in Fitness Program.
- 32.2. Employees may apply the dollar value of the employee-only pass to the Monterey Sports Center towards the purchase of a family pass to this facility. The employee shall be responsible for the cost differential between the credit value of the employee-only pass and the family pass. During open enrollment, the employee shall be afforded the opportunity to make an election to continue crediting the value of the employee-only pass toward the family pass which shall be irrevocable for the next twelve (12) months.
- 32.3. Employees electing to receive a family pass under this program shall have a payroll deduction for the cost of maintaining the family pass active from month to month based on the difference between the cost of the family pass and the employee-only pass. Upon separation from the City, the family pass shall be cancelled unless the separated employee elects to maintain the pass under the same conditions available to the general public.
- 32.4. New hires can enroll in the Fitness Program upon hire, and then during open enrollment thereafter. Employees can cancel enrollment in the Fitness Program during open enrollment.

## **SECTION 33 FITNESS ACTIVITY PLAN**

- 33.1. All GEM-represented members will be eligible to participate in a Fitness Activity Plan where they work out off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a fitness bank.
- 33.1.1. Conditions for Qualifying
- a. Employees are required to work out a minimum of 1170 minutes per quarter in order to accrue ten (10) hours of leave.
  - b. A session is considered to be any moderate or higher intensity physical activity lasting a minimum of fifteen (15) minutes.
  - c. Participants will complete a Fitness Activity Log demonstrating completion of each workout, which is based on the honor system. At the end of each quarter participants will send the Fitness Activity Log to the Human Resources Department for verification of qualifying activities. The ten (10) hours of leave will then be credited to the exercise incentive time bank as soon as practical

and will be available for immediate use by the employee.

- d. Each calendar year a maximum of forty (40) hours can be accrued in a separate exercise incentive time bank, with a maximum of eighty (80) hours allowed in the bank. The exercise incentive time bank has no cash value and the time accrued in this bank has no expiration date.
- e. Leave time must be coordinated and approved in advance by the employee's supervisor.
- f. Participation is voluntary and for those electing to participate, an annual physical fitness assessment at the Monterey Sports Center, which can be used as a thirty (30) minute workout session is encouraged. Individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee.
- g. Submitting a Fitness Plan Waiver form to Human Resources is required to participate in this program.

#### **SECTION 34 BICYCLE COMMUTER PROGRAM**

34.1. A GEM employee who regularly commutes by bicycle between home and work (or the alternatives described in the Bicycle Commuter Program Policy) may be reimbursed up to \$20.00 per qualifying month for some of their bicycle commuting expenses. Submitting a Bicycle Commuter Waiver form to Human Resources is required to begin participation in this program, and completion of the "Bicycle Commuter Certification and Reimbursement Claim Form" must be submitted as outlined in the Program policy to claim reimbursement.

#### **SECTION 35 BARGAINING UNIT STATUS FOR POSITION CLASSIFICATION(S) – NOTICE PROCEDURE**

When a position classification(s) is to be (1) modified, (2) created and assigned to a bargaining unit, (3) deleted, (4) reclassified, or (5) changed from one bargaining unit to another by City action, the following procedure shall apply:

- 35.1. The Executive Board members and GEM representative of the affected Union(s) shall receive written notice of the proposed action prior to the action being on the Council agenda. Delivery of said notice shall be made via e-mail.
- 35.2. The notification to the Executive Board members and GEM representative shall include all relevant information including but not limited to, the classification title, classification description, and the number of positions to be changed, modified, or assigned and a general description of the justification for the proposed change. The City will provide a courtesy notification when administrative changes are made to job descriptions that do not have meet and confer implications.
- 35.3. The Union has ten (10) working days to request a meet and confer and

identify in writing and submitted to Human Resources the items for discussion that are subject to meet and confer under the Meyers-Milias-Brown Act. The parties must then schedule the first meeting within five (5) working days and complete the meet and confer process within a reasonable period of time. If the parties cannot reach mutual agreement, the parties may proceed any impasse procedures required by City Code or law. The City may implement the action after completing any impasse procedures required by law.

35.4. If GEM does not request to meet and confer within ten (10) days after receiving notice of proposed changes, the City may move forward with Council approval.

35.5. Nothing in this section prevents the parties from mutually agreeing to discuss issues not subject to meet and confer or to mutually waive timelines stated herein by written agreement.

### **SECTION 36 CITY EMAIL**

36.1. All full-time City employees will be provided an email account for City communication purposes. Employees are expected to check email periodically or when advised by their department in order to obtain information regarding City matters.

36.2. The City shall allow GEM limited use of the City's email system to notify members of bargaining unit meetings, which will be limited to the date, time, and location of the meeting, as well as a general description of the purpose of the meeting. All notices are to be provided to Human Resources for pre-approval. Once approved, the City's email system may be used.

36.3. The City agrees to provide GEM with a complete list of workplace email addresses for all employees in the Bargaining Units it represents.

### **SECTION 37 PERIODIC MEETINGS**

37.1. The City agrees to meet on a periodic basis at Union's request to discuss items of common concern. Such meetings shall not include any meet and confer items or in any way open this Memorandum of Understanding.

### **SECTION 38 BENEFITS COMMITTEE**

38.1. The Employee Benefits Committee is an educational committee which meets for the purposes of communicating information and facilitating the ability of employee unions to brief their membership regarding the City's benefit plans. Two (2) Union representatives shall be appointed to serve on the Employee Benefits Committee.

38.2. Meetings of the Employer Benefits Committee will be held upon the joint concurrence of the City and the Union.

**SECTION 39 PERSONNEL RULES AND REGULATIONS**

39.1. Personnel Rules and Regulations in effect at the time of ratification of this agreement shall prevail unless superseded specifically by this Memorandum of Understanding or modified subject to the meet and confer process between the City and the Union. This section does not subject those Personnel Rules and Regulations which would otherwise be excluded from the meet and confer process to any need to meet and confer.

**SECTION 40 FLEXIBLE AND REMOTE SCHEDULING**

40.1. The City and the Union recognize that the concept of flexible and remote schedules in certain circumstances may benefit and enhance the delivery of City services and operations while affording employees alternative work schedules. The elements of this authority will include the following:

- Where operationally feasible, a department head may authorize flexible schedules on an individual or group basis.
- When a flexible schedule is approved, the City retains the right to return to the former schedule on a temporary or permanent basis.
- Employees may, individually or as a group, make a request for a flexible schedule to their immediate supervisor who shall forward said request with their recommendation to the department head. Such a request should address such items as staffing levels, impacts on services and operational needs. The determination of the department head shall be final, provided that a denial of the request shall be accompanied by a written statement setting forth the specific reason(s) for the denial.

40.2. The Union and the City agree that this description is a basic outline of the flexible and remote schedule authority.

**SECTION 41 MEDICARE OPTION**

41.1. This section is no longer relevant but is maintained in the Agreement for historical purposes.

41.2. Subject to the provisions of governing law, current employees hired by the City prior to April 1, 1986 will be given the option to be subject to Medicare payroll deductions effective July 1, 2001, or as soon as practical thereafter. Enrollment in Medicare will be at the employee's option with the employee assuming the cost of the required employee contribution/tax and the City assuming the cost of the employer's contribution/tax.

**SECTION 42 DEFERRED COMPENSATION**

42.1. Effective the pay period following ratification, or as soon as administratively feasible, the City will match up to \$50.00 per pay period (\$100.00 per month) of an employee's contribution to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The

employee's contribution does not need to be an increase from any existing contribution to count towards the amount the City will match. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan (s) cannot exceed the maximum permitted by law.

### **SECTION 43 RETIREMENT HEALTH SAVINGS PLAN**

43.1. The City agrees to look for a Retiree Health Savings Plan that provides employees the ability to “pre-fund” retiree health premiums and expenses through their own contributions. The City will keep GEM/UPEC informed as to the City’s success in finding a plan that meets with Internal Revenue Service requirements. Since all employees within a bargaining unit may be required to contribute an equal amount, the City agrees to enter into discussion with GEM/UPEC before any such program will be implemented.

### **SECTION 44 WORKING OUT OF CLASS**

44.1. In lieu of the provisions of Section 25 – 5.11 a.2 of the Monterey City Code the following will apply:

44.2. Work at a higher level, when assigned, must be performed on a continuous basis for a period in excess of three (3) consecutive work weeks in order to be eligible for additional compensation, which will be applied to the excess period of time.

### **SECTION 45 GROUP LEGAL SERVICES**

45.1. The City will provide a Group Legal Services Plan for employees represented by GEM through an employee-paid premium. Participation in the program shall be voluntary and consistent with the provider's requirements that the potential pool of participants must include a minimum of two hundred (200) employees.

### **SECTION 46 ALTERNATE STAFFING – ENGINEERING CLASSIFICATIONS**

46.1. The City will provide an Alternate Staffing Program for the City’s professional engineering classes. This program is limited to the classifications in the Public Works Department. Eligible classifications under this section are Associate Civil Engineer, Associate Mechanical Engineer, Engineering Assistant and Engineering Technician. In the event of the creation of future professional engineer classifications or successor classifications, these new positions will be evaluated for inclusion in alternate staffing by the meet and confer process. (See *Attachment G*).

### **SECTION 47 CITY CEMETERY SERVICES**

47.1. The survivors of an active employee who passes away (either while active

or within thirty (30) days of separation from the City) shall have access to the resident rates at Cemeterio El Encinal for cemetery services for the purpose of interring the employee, provided that the employee has had at least ten (10) years of continuous service with the City in either a full-time or combined full-time/regular part-time capacity.

#### **SECTION 48 ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

48.1. The City and GEM agree to an alternate dispute resolution procedure (grievance and discipline appeals) where GEM may opt for non-binding advisory fact-finding at the appeal step between Department Head and City Manager. The cost of the fact-finder to be paid by GEM. The City Manager will have discretion to implement any or no part of the fact-finder's recommendation.

#### **SECTION 49 USE OF VOLUNTEERS**

49.1. The City of Monterey actively supports volunteerism in City departments and in the community. Volunteers make a positive impact on local government, assist in accomplishing tasks and help support new programs. They provide community outreach and augment the level and type of quality services provided by the City of Monterey.

49.2. When volunteer assignments are created, volunteers shall be used in a manner which assists unit employees and does not displace nor replace unit employees.

#### **SECTION 50 CITY RECREATION PROGRAM FEES**

50.1. The Resident Rates for City Recreation classes and programs shall be afforded to employees and immediate family household members (spouse, domestic partner and dependent children twenty (20) years of age and younger) of active City employees.

#### **SECTION 51 MINIMUM SHIFT CHANGE NOTIFICATION FOR NON-EMERGENCY SITUATIONS**

51.1. The City shall provide a minimum of 72-hour advance notification of any alterations, changes or deviations from an employee's regularly assigned work shift or work schedule. This notification requirement shall not apply in situations where the City faces unforeseen conditions such as damages to infrastructure caused by storms, rainfall, fires, or other natural disasters. Additionally, this notification requirement shall not apply when the City has to respond to unforeseen situations caused by unscheduled or not noticed events including but not limited to epidemics, riots, and assemblies.

#### **SECTION 52 PROVISIONS OF LAW**

52.1. This agreement is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this agreement shall not be affected thereby.

### **SECTION 53 CONTRACTING OUT**

53.1. City agrees to provide sixty (60) days advance notice prior to the contracting out of bargaining unit work.

### **SECTION 54 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

54.1. This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety. No other understandings or agreements are encompassed in this agreement. Existing benefits, rights and privileges, within the scope of representation, not changed herein shall remain in full force. It is not the intent of this section to bar, during the term of this agreement, meeting and conferring between the City and the Union on new issues that arise within the scope of representation. Nor is it the intent of this section to abridge any rights outlined in City Code Sections 25-16.03 through 25-16.05. (See *Attachment H*).

54.2. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily without qualification waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

54.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by both parties.

54.4. Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Association of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

54.5. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

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The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted below.


CITY OF MONTEREY:

GENERAL EMPLOYEES OF MONTEREY:

Dated: 1/4/2023 | 1:58 PM PST \_\_\_\_\_

Dated: 1/4/2023 | 2:17 PM PST \_\_\_\_\_

DocuSigned by:  
  
6892AD3E4790433...  
Hans Uslar, City Manager

DocuSigned by:  
  
2DB42134B6D3497...  
Ryan Heron, Labor Relations, UPEC

Dated: 1/4/2023 | 1:55 PM PST \_\_\_\_\_

Dated: 1/10/2023 | 7:33 AM PST \_\_\_\_\_

DocuSigned by:  
  
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Brette Neal, Human Resources Director

DocuSigned by:  
  
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Shay Balesteri, GEM Chair