**EXHIBIT A** 

## **MEMORANDUM OF UNDERSTANDING**

between the

# **CITY OF MONTEREY**

and the

**MONTEREY POLICE ASSOCIATION (MPA)** 



July 1, 2024 through June 30, 2027

## **Table of Contents**

SECTION 1 - IMPLEMENTATION	4
SECTION 2 - TERM OF AGREEMENT	4
SECTION 3 - SALARY ADJUSTMENTS	4
SECTION 4 - RETENTION PAY	5
SECTION 5 - LONGEVITY PAY	5
SECTION 6 - MERIT SALARY STEPS	6
SECTION 7 - INSURANCE COVERAGES	6
SECTION 8 - PUBLIC EMPLOYEES RETIREMENT SYSTEM	9
SECTION 9 - RETIREMENT HEALTH SAVINGS PLAN	10
SECTION 10 - DEFERRED COMPENSATION - MATCH PROGRAM	10
SECTION 11 - UNIFORM ALLOWANCE	10
SECTION 12 - CALL BACK COMPENSATION	11
SECTION 13 - SPECIAL ASSIGNMENT DIFFERENTIAL PAY	12
SECTION 14 - MASTER POLICE OFFICER	14
SECTION 15 - SHIFT DIFFERENTIAL PAY	15
SECTION 16 - BILINGUAL PAY	15
SECTION 17 - POST ADVANCED CERTIFICATE PAY	15
SECTION 18 - STAND-BY COMPENSATION	15
SECTION 19 - COURT TIME COMPENSATION	16
SECTION 20 - OVERTIME, COMPENSATORY TIME OFF, HOLIDAY TIME, AND SPECIAL SERVICES MINIMUMS	16
SECTION 21 - TRAINING TRAVEL TIME	17
SECTION 22 - EDUCATION INCENTIVE PLANS	17
SECTION 23 - TUITION REIMBURSEMENT	18
SECTION 24 - VACATION AND SICK LEAVE	18
SECTION 25 - SICK LEAVE/INDUSTRIAL DISABILITY RETIREMENT	19
SECTION 26 - SICK LEAVE PAYOUT	19
SECTION 27 - SICK LEAVE USED AS PERSONAL LEAVE	19
SECTION 28 - MATERNITY AND PARENTAL LEAVE	19
SECTION 29 - VOLUNTARY UNPAID LEAVE TIME	19
SECTION 30 - HOLIDAY SCHEDULE	20
SECTION 31 - DEFINITION OF 4/10 PLAN AND UTILIZATION	20
SECTION 32 - CHANGE OF SHIFT ASSIGNMENT	23
SECTION 33 - NO SMOKING POLICY	23
SECTION 34 - PREPAID LEGAL SERVICES	23

SECTION 35 - FITNESS ACTIVTY PLAN	23
SECTION 36 - WELLNESS PROGRAM	24
SECTION 37 - DONNING AND DOFFING	25
SECTION 38 - EMPLOYEE AND ORGANIZATIONAL RIGHTS	25
SECTION 39 - CITY RIGHTS	26
SECTION 40 - PROVISIONS OF LAW	26
SECTION 41 - FULL UNDERSTANDING, MODIFICATION AND WAIVER	26

#### MEMORANDUM OF UNDERSTANDING

between the

### **CITY OF MONTEREY**

and the

### MONTEREY POLICE ASSOCIATION

July 1, 2024 through June 30, 2027

This Memorandum of Understanding ("MOU" or "Agreement") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employee Relations Regulations of the City of Monterey (City Code Section 25-16) and is made by and between the City of Monterey ("City"), and the Monterey Police Association ("Association"). The City and the Association recognize all members of the Monterey Police Department in the rank of Police Officer and Police Sergeant, herein referred to as "employee(s)," are governed by this Agreement.

#### **SECTION 1 - IMPLEMENTATION**

It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until ratified by the Association's membership, and unless and until the City Council acts, by a four-fifths (4/5) vote, to approve this MOU; appropriates the necessary funds required to implement the provisions of this MOU at required funding; and takes any other required action.

#### **SECTION 2 - TERM OF AGREEMENT**

- 2.1. This Agreement shall be effective on July 1, 2024, and shall terminate at 12:00 midnight on June 30, 2027.
- 2.2. In the event either party desires to negotiate a successor agreement, such party shall notify the other party.
- 2.3. Negotiations shall begin no later than 30 days from the timely receipt by one party of the other party's notice for an initial meeting, unless the parties mutually agree to start negotiations at a later date.

#### **SECTION 3 - SALARY ADJUSTMENTS**

During the term of this Agreement, the following salary increases shall be made to employees in accordance with the procedures established by the Finance Director.

- 3.1. For 2024-2025 fiscal year:
  - 3.1.1. Market Adjustment: Effective either July 1, 2024, and as soon as

- administratively possible, the pay rates for classifications in MPA shall be increased by one-half percent (0.5%).
- 3.1.2. After the market adjustments identified above, effective July 1, 2024, and as soon as administratively possible, the pay rates for employees shall be increased by four percent (4.0%).
- 3.2. For 2025-2026 fiscal year:
  - 3.2.1. Effective July 1, 2025, and as soon as administratively possible, the pay rates for employees shall be increased by four percent (4.0%).
- 3.3. For 2026-2027 fiscal year:
  - 3.3.1. Effective July 1, 2026, and as soon as administratively possible, the pay rates for employees shall be increased by four percent (4.0%).

#### **SECTION 4 - RETENTION PAY**

- 4.1. Due to challenges faced within the regional police labor market and throughout the state, and to maintain retention and support recruitment efforts, effective July 1, 2023, members that have reached step 5 of either the Officer or Sergeant Classification for three years (3) are eligible to receive a retention stipend of two hundred and seventy-five dollars (\$275.00) per month.
- 4.2. Unit members that have reached step 5 of either the Officer or Sergeant Classification for six years (6) are eligible to receive an additional retention stipend of two hundred and seventy-five dollars (\$275.00) per month, (total of \$550.00 per month).

### **SECTION 5 - LONGEVITY PAY**

- 5.1. Employees hired on or after June 6, 2017 shall not be eligible for Longevity Pay.
- 5.2. Employees will receive longevity pay the first full pay period following the anniversary date that meets the required years of continuous full-time service as follows:
  - 5.2.1. Employees hired before June 6, 2017 with at least twenty (20) years of continuous full-time City of Monterey service or more, will receive a five percent (5.0%) pay increase, calculated from the base pay set forth in the adopted salary schedule.
  - 5.2.2. Employees hired before June 6, 2017 with at least twenty-five (25) years of continuous full-time City of Monterey service or more, will receive a five percent (5.0%) pay increase for a total amount of longevity pay equal to ten percent (10.0%), calculated from the base pay set forth in the adopted salary schedule.
  - 5.2.3. Employees hired before June 6, 2017 with at least thirty (30) years of continuous full-time City of Monterey service or more, will receive a five percent (5.0%) pay increase for a total amount of longevity pay equal to

fifteen percent (15.0%), calculated from the base pay set forth in the adopted salary schedule.

5.3. Employees receiving stacked longevity pay in effect at the time of ratification will continue receiving such compounded ten percent (10.0%) and fifteen percent (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 five percent (5.0%), ten percent (10.0%), and fifteen percent (15.0%) as described above will apply.

## **SECTION 6 - MERIT SALARY STEPS**

There shall be a one (1)-year performance review period between each step of the salary range, with step advancements in accordance with the Personnel Rules and Regulations in Section 25-5 of the Monterey City Code.

## **SECTION 7 - INSURANCE COVERAGES**

The City will make available a Flexible Benefits Plan (Cafeteria Plan) to eligible employees. The following is a brief summary of insurance benefits available as a part of the Flexible Benefits Plan. 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.

Changes may be required from time to time to maintain the integrity of this flexible benefits plan as a lawful IRS Section 125 plan. The City and the Association agree that the City shall have the discretion to make such changes to ensure this plan is eligible for favorable treatment under the Internal Revenue Code. The City may add or remove benefit options to or from this plan during the term of this Agreement. Removal of a benefit shall occur only if the benefit is deemed contrary to public law or regulation governing IRS Section 125 Benefit Plans, is no longer available by vendor, or becomes insolvent. 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 Association. 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.

## 7.1. Eligibility

7.1.1. Regular, Full-Time employees will be eligible to participate in any of the City's health insurance programs.

#### 7.2. Health Insurance

- 7.2.1. CalPERS Medical Insurance Contribution
  - a. The City provides health insurance through California Public

Employee's Retirement System ("CalPERS"). The employee contribution may vary depending on which plan the employee is enrolled in and in which CalPERS region they reside. The City shall make a nonelective employer contribution to the Flexible Benefits Plan on behalf of each active, full-time employee in an amount which includes the Public Employees' Medical and Hospital Act (PEMHCA) contribution.

- i. At the time of this Agreement, the current Health Plan Spending Fund (HPSF) rates are:
  - \$2,540.00 per month family coverage
  - \$2,040.00 per month employee + 1
  - \$914.82 per month employee only
- ii. For the plan year effective January 1, 2025, if the CalPERS Gold health plan premiums increase above the City's current HPSF contribution (\$2,540.00 per month/family coverage, \$2,040.00 per month/ employee plus one, \$914.82 per month/ employee only), the City shall increase its contributions to the premium commensurate with the increase, not to exceed nine percent (9.0%).
- iii. For the plan year effective January 1, 2026, if the CalPERS Gold health plan premiums increase above the City's 2025 HPSF contributions, the City shall increase its contributions to the premium commensurate with the increase, not to exceed nine percent (9.0%).
- iv. For the plan year effective January 1, 2027, if the CalPERS Gold health plan premiums increase above the City's 2026 HPSF contributions, the City shall increase its contributions to the premium commensurate with the increase, not to exceed nine percent (9.0%).
- In 2027, the Association and the City agree to reopen the Insurance Benefits Section of this Agreement to discuss future employer and employee contributions.

## 7.2.2. Medical Insurance Opt-Out

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.

#### 7.2.3. 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.

## 7.3. Cafeteria Plan and Optional Benefits

- 7.3.1. 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).
- 7.3.2. Each of these programs will be administered in accordance with the IRS Code.
- 7.3.3. Consistent with applicable laws and regulations, each employee may use their HPSF for any benefits permitted by law and provided for in the Cafeteria Plan document but will not receive any remaining HPSF balance as cash. Those benefits include:
  - Health insurance in accordance with PERS 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, employees will pay any administration fee for this service through payroll deductions,
  - Flexible Spending Account, employees will pay any administration fee for this service through payroll deductions.
- 7.3.4. For each month when the benefit options selected by the employee under this plan exceed the appropriate City contributions (Health Plan Spending Fund), that employee shall pay by pre or post-tax payroll deductions the full cost (100%) which exceeds the City's contributions for that employee.

## 7.4. Dental/Orthodontia Insurance

- 7.4.1. The City provides a self-insured dental benefit. As such, the City shall pay the full cost of the employee-only dental premiums. The City shall pay the cost for employee dental insurance administered by a third-party administrator up to the annual maximums as described in the plan description. Employees are responsible for adhering to the claims process outlined in the dental plan provisions.
- 7.4.2. The City will provide eligible employee dependents the opportunity to participate in an open enrollment every year. An employee electing coverage for dependent(s) shall pay the full cost for dependent dental premiums rounded up to the nearest dollar.

#### 7.5. Vision Care

7.5.1. The City provides 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.

## 7.6. Life Insurance

7.6.1. The City provides a \$20,000.00 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this Agreement. 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. An employee may purchase additional term life insurance up to the lesser of \$350,000.00 or five (5) times their basic annual earnings. The purchase of additional insurance shall be in accordance with payroll deductions procedures established by the Finance Director and the underwriting requirements of the insurance carrier. Subject to the conditions of the City's life insurance carrier, the City shall offer to employees at the time of their retirement or separation the option to convert their life insurance policy (both City-paid and employee-purchased supplemental insurance) to individual coverage at the employee's' expense.

### **SECTION 8 - PUBLIC EMPLOYEES RETIREMENT SYSTEM**

- 8.1. For "Classic" employees, as defined by the Public Employees' Retirement System (PERS), hired prior to January 1, 2013, or who were employed full-time by another PERS (or reciprocal) agency within six (6) months from date of hire by the City of Monterey, retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members three percent (3.0%) at age fifty (50) Formula, highest single year.
- 8.2. For "Classic" employees, as defined by the Public Employees' Retirement System (PERS), hired prior to January 1, 2013, or who were employed full-time by another PERS (or reciprocal) agency within six (6) months from date of hire by the City of Monterey, retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members three percent (3.0%) at age fifty (50) Formula, highest single year.
- 8.3. For new employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, retirement benefits shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2.7% at age fifty-seven (57) Formula, highest three (3) years.
- 8.4. Effective January 1, 2018, "Classic" employees, as defined by the Public Employees' Retirement System (PERS), shall contribute a three percent (3.0%) additional member contribution over and above the Normal Contribution for "Classic" members toward the employer's contribution, for a total member

contribution rate of twelve percent (12.0%), which is memorialized by a 2018 contract amendment with CalPERS.

#### **SECTION 9 - RETIREMENT HEALTH SAVINGS PLAN**

The Retirement Health Savings Plan ("RHSP") is a City funded health benefit savings program that allows employees to accumulate assets to pay for medical premiums and allowable health expenses at retirement (or upon meeting eligibility criteria) on a tax-free basis. The RHSP has the following components:

## 9.1. Eligibility:

- 9.1.1. Employee must reach at least ten (10) years of City Service or more, retire or separate from City service and have reached a minimum of age fifty (50). Under certain circumstances the age requirement may be waived if the employee qualifies as disabled from work under the PERS retirement plan or under Workers' Compensation.
- 9.2. The City will contribute \$50.00 per month per employee to the RHSP. The City's contribution and related investment results will then be provided to the employee upon separation, or retirement, as long as the employee reaches ten (10) years of City service in a sworn police position.
- 9.3. If an employee does not reach at least ten (10) years of City service or more, the City's contribution and investment results shall return to the City to offset further contribution costs.
- 9.4. The City will attempt to find a way in which employees may contribute to a health savings plan. If such a program is found, and complies with all Internal Revenue Service regulations, and any other applicable law, the City will make such a program available to the Association as soon as it is feasible.
- 9.5. Internal Revenue Service regulations governing RHSPs, as may be amended, are controlling over this section, and may affect whether and how the City provides this program.

#### SECTION 10 - DEFERRED COMPENSATION - MATCH PROGRAM

The City will match up to \$75.00 per pay period (\$150.00 per month) of an employee's contribution to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code section 457. The City's and the employee's combined contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law. The parties agree that during the term of this Agreement, at least one (1) member or representative from the Association will participate in any deferred compensation committee to consider additional deferred compensation options for all City employees.

#### **SECTION 11 - UNIFORM ALLOWANCE**

11.1. The City will contribute the following monthly uniform allowance:

- 11.1.1. The City will contribute \$130.00 monthly for uniform allowance or \$170.00 monthly for Special Unit\* uniform allowance. \*Special Unit is defined as those personnel assigned to the Traffic Unit and Community Action Team (CAT), (and their successor units should titles change in the future).
- 11.2. The following will be purchased by the Department (or City):
  - Traffic: one (1) motorcycle helmet, one (1) pair motorcycle boots (replaced after two (2) years if worn out), one (1) pair motorcycle gloves, one (1) pair protective motorcycle pants, one (1) protective motorcycle jacket, one (1) protective uniform motorcycle shirt.
  - CAT: one (1) Bike/Special Event Uniform shirt, one (1) bike uniform short pants, one (1) bike uniform long pants, one (1) bike helmet, one (1) pair of bike gloves, one (1) pair of safety glasses (not to exceed \$50.00).
- 11.3. Officers will be provided with initial hire equipment to include:
  - One (1) Class C uniform, one (1) baseball cap, one (1) class A hat, one (1) tie, one (1) tie bar, one (1) name plate.
  - Pistol, holster, inner belt, duty belt, four (4) keepers, magazine holder, asp, asp holder, wood baton, wood baton holder, radio, radio holder, OC spray, OC holder, two (2) pair of handcuffs, handcuff holder, taser, taser holder, flashlight, flashlight holder.
- 11.4. Officers who complete the FTO program will be provided a one (1)-time purchase of a uniform Carrier Vest (carries the ballistic vest outside the shirt, but within the carrier, and has pouches to carry various types of police equipment). The Carrier Vest must be an approved carrier vest (not to exceed \$535.00 + tax). Officers are responsible for the replacement of the Carrier Vest after initial purchase by the Department.
- 11.5. Officers will be provided a ballistic bullet proof vest to wear under their uniform shirt or inside the uniform Carrier Vest. The ballistic vest will be replaced every five (5) years. Reimbursement is based on federal grant reimbursement.
- 11.6. Duty uniforms (shirts and pants) may be either 100% wool, a synthetic blend (such as polyester/rayon), or a blend of wool and synthetic material, as long as all such garments meet "LAPD specifications" related to material and color. All such garments shall also meet additional Department uniform specifications (e.g., brand, cut, badge tab, creases, pocket designs, shoulder epaulets, etc.) that may be required.
- 11.7. In addition to the above requirements, all sworn personnel shall maintain at least one (1) Class A Uniform (shirt and pants) that is 100% wool.

### **SECTION 12 - CALL BACK COMPENSATION**

12.1. Employees shall be entitled to call back compensation when they are summoned to work outside their regularly scheduled duty time. Unless an exception applies, if an

employee is required to report for duty or any other required work assignment, the employee shall receive a minimum of four (4) hours' overtime or be compensated for the actual time worked, whichever is greater.

- Exception 1: If the call back is within three (3) hours of an employee's regularly scheduled duty start time they will be compensated for actual time worked.
- Exception 2: If an employee has been given the option of fulfilling the duty requirement (e.g., training, semi-annual shoot, etc.) during their regularly scheduled duty time and opts to respond at another time that is outside their regularly scheduled duty time, they will not be entitled to the four (4)-hour minimum, unless prior approval has been obtained from a supervisor.
- Exception 3: If an employee attends and/or participates in a job-related event
  that is outside their regularly scheduled duty time when their attendance and/or
  participation in such event is optional, they will not be entitled to the four (4)hour minimum, unless prior approval has been obtained from a supervisor. This
  exception shall not apply to optional overtime duty for special event staffing, for
  which the four (4)-hour minimum call back compensation shall apply, provided
  no other exceptions are applicable.
- Exception 4: If the call back requires a job-related court appearance by an employee, they shall be compensated as specified in Section 18 of this MOU Court Time Compensation.
- 12.2. Instances where call backs may occur include but are not limited to: 1) staffing shortages, 2) major criminal or accident investigation/staffing, 3) hostage and critical incident responses, 4) special event staffing, 5) physical agility testing, 6) range qualification, or 7) any other circumstance that would require an employee to report for duty outside their regularly scheduled duty time.
- 12.3. Employees shall be compensated in cash at the rate of 1½ times their regular rate of pay, or in lieu of pay, an employee may receive credit of compensatory time off at the rate of 1½ times the number of hours worked.

#### **SECTION 13 - SPECIAL ASSIGNMENT DIFFERENTIAL PAY**

- 13.1. A Special Assignment Differential Pay ("SADP") is a five percent (5.0%) pay differential over base salary that is paid to an employee in the classification of Police Officer or Police Sergeant who is assigned to and meets eligibility requirements of performing positions that are identified as special duty assignments. SADP is provided for these positions because: 1) duties are substantively different from those of a Patrol Officer or a Patrol Sergeant; and 2) they require knowledge, skills and abilities distinct from those of a Patrol Officer or a Patrol Sergeant. For the purposes of this section, neither the Canine Officer positions nor the Field Training Officer (FTO) positions are considered Patrol Officers.
- 13.2. The following list of special assignments shall receive the SADP:
  - 13.2.1. Officers

- a. Canine Officer: Employees assigned to the Canine Program shall receive SADP due to the consistent and routine handling, training and boarding of a canine. Additionally, members serving as Canine Officers will be provided with nine (9) hours per pay period (deduct nine (9) hours from the normal schedule time) for time spent outside regularly scheduled hours.
- b. Community Action Team (CAT): Employees assigned to the CAT shall receive SADP for Police Liaison Premium pay differential due to the routine work and function as a liaison between special persons and groups and the Police Department.
- c. Field Training Officer (FTO): Employees assigned to the Field Training unit shall receive SADP for Training Premium pay differential due to the routine and consistent assignment of training employees.
- d. School Resource Officer (SRO): Employees who are assigned as the SRO to a local school shall receive SADP for Juvenile Officer Premium due to the routine work and consistent assignment to enforce laws that are related to the activities of juveniles.
- e. Traffic Officer: Employees assigned to ride police motorcycles as their primary assignment shall receive Motorcycle Patrol Premium SAPD due to the routine and consistent operation of a motorcycle.
- f. Detective: Employees assigned to the Investigation Unit shall receive a 7.5% pay differential over their base pay due to the routine and consistent assignment of analyzing, investigating, and solving crimes or investigating accidents.

## 13.2.2. Sergeants

- a. CAT Sergeant: Employees assigned to the CAT shall receive Police Liaison Premium SADP due to the routine work and function as a liaison between special persons and groups and the Police Department.
- b. Traffic Sergeant: Employees assigned to ride police motorcycles as their primary assignment to the Traffic Unit shall receive Motorcycle Patrol Premium SADP due to the routine and consistent operation of a motorcycle.
- c. Administrative (Training/Internal Affairs) Sergeant: Employees assigned as the Administrative (Training/Internal Affairs) Sergeant shall receive Police Administrative Sergeant differential SADP due to the routine and consistent administrative support, training, coordinator, and internal affairs investigations conducted in the operation of the police department.
- d. FTO Sergeant: Employees assigned to the Field Training unit shall

- receive Training Premium SADP due to the routine and consistent assignment of training employees.
- e. Detective Sergeant: Employees assigned to the Investigation Unit shall receive a 7.5% pay differential over their base pay due to the routine and consistent assignment of analyzing, investigating, and solving crime or investigating accidents.
- 13.2.3. Temporary "Light Duty Assignments" are not considered special duty assignments.
- 13.2.4. New special assignments, within the definition of this section, may be created by the Police Chief and authorized by the Police Chief with the approval of the City Manager.

## **SECTION 14 - MASTER POLICE OFFICER**

- 14.1. Effective the first full pay period following ratification the City will establish a Master Police Officer (MPO) Program for employees that satisfy all of the following criteria, as determined by the Chief of Police:
  - a. At least eight (8) years of civilian certificated law enforcement experience as a sworn peace officer with five (5) of those years with the MPD.
  - b. Performance evaluation rating(s) of "meets standards" or better in all categories for the period most recently evaluated.
  - c. Possession of an Advanced POST Certificate.
  - d. Completion of forty-eight (48) months in a special assignment or collateral duty assignment with the City of Monterey, as defined below:
    - Special Assignment as defined in this MOU Section 13 Special Assignment Differential Pay
      - An MPO pay classification does not alter or provide any change to the "Personnel Assignments and Rotation Procedure" (MPD Procedure 10020 / MPD Policy 1002) or change the Special Assignment duration as defined in the "Personnel Assignments and Rotation Procedure" and in no way affects the ability for the Chief of Police to determine the actual term and the extension of all such special assignments.
    - Collateral Duty Assignment in the following collateral duty position(s):
      - Special Response Unit (SWAT Operator and/or Crisis/Hostage Negotiator)
      - Defensive Tactics Instructor
      - Firearms Instructor
      - Less Lethal / Taser Instructor
      - Integrating Communications, Assessment, and Tactics (ICAT) Instructor
      - Use of Force Instructor

- First Aid Instructor
- Active Shooter Instructor
- Drone Operator
- 14.2. An MPO pay classification does not alter or provide any collateral duty assignment rights and in no way affects the ability for the Chief of Police to assign or remove people from collateral duty assignments at the Chief's discretion.
- 14.3. To qualify for MPO pay the Officer must submit a Monterey Police Department MPO Application to the Chief of Police through the Chain of Command and meet the criteria therein, as determined by the Chief of Police. No payments shall be made until an MPO Application has been approved by the Chief of Police.
- 14.4. Employees who satisfy the criteria set forth above shall receive a five percent (5.0%) MPO pay incentive.

#### **SECTION 15 - SHIFT DIFFERENTIAL PAY**

- 15.1. Employees assigned to the graveyard shift (9:30 p.m. to 7:30 a.m.), and in a pay status for the majority of the month, shall receive a five percent (5.0%) shift differential over base salary per month.
- 15.2. Employees assigned to the swing shift (4:30 p.m. to 2:30 a.m.), and in a pay status for the majority of the month, shall receive 2.5% shift differential over base salary per month.

#### **SECTION 16 - BILINGUAL PAY**

- 16.1. Employees shall have the opportunity to demonstrate foreign or sign language proficiency and subsequently be bilingual certified. An employee who receives such certification shall be eligible to receive compensation equal to five percent (5.0%) of their base monthly salary.
- 16.2. To maintain eligibility an employee must meet all of the requisite policy criteria, including but not limited to: 1) Target language must be approved by Police Chief, 2) Must demonstrate language proficiency through standardized testing, 3) Must be successfully re-certified every thirty-six (36) months, and 4) Target language must continuously meet existing needs of department, City, and community.

### **SECTION 17 - POST ADVANCED CERTIFICATE PAY**

Employees who possess a POST Advanced Certificate shall receive a five percent (5.0%) premium pay over base salary the pay period following the submission of an eligible Certificate or proof that Certification is complete.

#### SECTION 18 - STAND-BY COMPENSATION

Employees assigned as Detectives in the General Investigations unit shall be paid an

additional \$200.00 per week when assigned to stand-by in accordance with departmental procedures. Where an assignment is made for less than one (1) week the allowance shall be pro-rated. Stand-by shall be defined as that circumstance which requires an employee who is not on duty and assigned by the department to:

- a. Be ready to respond immediately to a call for service;
- b. Be readily available at all hours by telephone or other agreed upon communication equipment; and
- c. Refrain from activities which might impair their assigned duties upon call.

### **SECTION 19 - COURT TIME COMPENSATION**

- 19.1. When an employee is summoned to appear in court outside their regularly scheduled duty time and the court appearance is as a result of actions taken in their official capacity as a City of Monterey police officer, the employee shall receive a minimum of four (4) hours' overtime or be compensated for the actual time worked, whichever is greater. An exception shall be that if the court time is within three (3) hours of the employee's regularly scheduled duty start time, they will be compensated for actual time worked.
- 19.2. If an employee appears in court on a regularly scheduled work day during a period when they have opted to utilize approved or noticed leave (i.e., vacation, comp. time, sick time, bereavement, etc.) for more than 1/2 their regular work shift, they shall receive the three (3)- hour minimum compensation. An employee who is on administrative leave as a result of a personnel investigation or disciplinary action shall not be entitled to the four (4)-hour minimum.
- 19.3. Court time shall be compensated in cash at the rate of 1½ times their regular rate of pay, or in lieu of pay, an employee may receive credit of compensatory time off at the rate of 1½ times the number of hours worked.

# SECTION 20 - OVERTIME, COMPENSATORY TIME OFF, HOLIDAY TIME, AND SPECIAL SERVICES MINIMUMS

- 20.1. Overtime shall be defined as those hours authorized and worked by an employee who is eligible for overtime compensation in excess of eight (8) hours per day for an employee on a regular 5/8 hour work schedule; in excess of ten (10) hours per day for an employee on a 4/10 hour work schedule; or hours worked on an employee's regularly scheduled day off.
- 20.2. Employees shall be paid wages at the rate of 1½ times their regular rate of pay for the actual hours worked. In lieu of pay for overtime work, an employee may receive credit of compensatory time off (CTO) at the rate of 1½ times the actual hours worked. Department pre-approval is required for all requests to use CTO. In no event shall an employee regularly assigned to a 4/10 schedule be authorized to use compensatory time if such will require overtime based on departmental staffing policy. CTO may be accumulated and utilized to an annual maximum of 160 hours; hours in excess will be paid as earnings. CTO will be

- scheduled in accordance with established Police Department procedures for time off.
- 20.3. Overtime paid in wages and compensatory time will be paid in accordance with procedures established by the Finance Director.
- 20.4. On October 31 of each year, employees may either receive pay for unused CTO or maintain unused CTO as CTO leave. If an employee does not make a selection, the entire CTO balance as of October 31 will be paid as earnings on the second payday in November. In no case may an employee maintain more than 160 hours of accrued CTO in their leave bank.
- 20.5. Overtime minimums for the following activities that are contracted through the City are:
  - a. For special traffic control (including parades and commercial filming) and similar services, employees shall be guaranteed a minimum of four (4) hours.
  - b. For dances, private parties, special events and other similar services, employees shall be guaranteed a minimum of four (4) hours.

## **SECTION 21 - TRAINING TRAVEL TIME**

Travel to normal, contemplated mandated training (e.g. POST or Department required training), as distinguished from elective, special, unusual, or unanticipated training, is not compensable (credited towards overtime) except to the extent it necessarily occurs during scheduled work time.

#### **SECTION 22 - EDUCATION INCENTIVE PLANS**

- 22.1. Education Incentive Plan (EIP)
  - 22.1.1. Employees hired by the City prior to July 1, 1990, will continue to be eligible to participate in the Education Incentive Plan (EIP) as outlined in City Code Section 25-11.07 (Educational Incentive Plan). Employees hired by the City after July 1, 1990, will not be eligible to participate in the Education Incentive Plan as outlined in City Code Section 25-11.07.
- 22.2. Education Incentive Premium Pay (EIPP)
  - 22.2.1. All employees who have completed their initial police officer probationary period may participate in the Department's Education Incentive Premium Pay (EIPP) program provided, however, that an employee may not participate in both EIP and EIPP. Employees participating in EIPP may be eligible to receive two and a half (2.5) percent premium pay on base salary for an Associate's Degree, five percent (5.0%) premium pay on base salary for a Baccalaureate, and a 7.5% premium pay on base salary for a Master's Degree subject to the provisions of EIPP.
- 22.3. The City shall consider EIPP as part of base pay.

#### **SECTION 23 - TUITION REIMBURSEMENT**

Employees shall be entitled to Tuition Reimbursement pursuant to the City's Tuition Reimbursement Program at an amount of \$2,000.00 per year per employee. Tuition Reimbursement may be used for off duty educational classes, training courses, seminars, conferences, and other approved courses that are job related, and up to thirty percent (30.0%) of the annual amount may be used by an employee for room and board directly related to an approved course of study. The conditions of this reimbursement program shall be determined by the Department's Tuition Reimbursement Policy, and the coursework undertaken must have the prior written approval of the appropriate Division Commander or Police Chief.

## **SECTION 24 - VACATION AND SICK LEAVE**

- 24.1. During the term of this Agreement, vacation leave shall continue to accrue and be administered in accordance with the rules and regulations in existence at the time this Agreement is implemented.
- 24.2. Vacation will not accrue in excess of 400 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 400 maximum allowed. Employees may be cash out vacation accrual in excess of 320 hours once per year, either at the end of the fiscal year or at the end of the calendar year. Exact cash out dates to be determined by Finance. Vacation accruals may be paid out as earnings upon separation from City employment.
- 24.3. Employees with more than twenty (20) years of service shall accrue annual vacation leave at the rate of twenty-three (23) days per year. ("Days" shall equal eight (8) hours, as it is currently reflected in the Personnel Rules.) Sick leave shall continue to be accrued and subject to all other use rules and regulations which exist at the time this Agreement is implemented.
- 24.4. 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 a family member.
- 24.5. For purposes of this section, Family Member means children (biological, stepchildren, adopted, foster, legal wards, or a child to whom the employee stands in loco parentis), Parents (biological, adopted, step, foster, guardian, wards, or inlaws), Spouse, Domestic Partner registered with the state and submitted to Human Resources, Grandparent, Grandchild, Sibling.
- 24.6. The maximum allowable use of sick leave for the death of a family member (Bereavement Leave) shall not exceed eighty (80) hours in any calendar year for a single family member.

#### SECTION 25 - SICK LEAVE/INDUSTRIAL DISABILITY RETIREMENT

Upon either the approval of an application by a unit employee for industrial disability retirement, or upon the independent determination of the employer that an employee is industrially disabled, the employee shall not be entitled to use any remaining sick leave, and any remaining sick leave balance in the employee's account shall be cancelled. This provision is intended to exercise the employer's rights under Government Code Section 21163. Incumbents in a class represented by the unit as of January 1, 1999 are not subject to this provision.

### **SECTION 26 - SICK LEAVE PAYOUT**

Employees who retire on a regular non-disability retirement with a minimum of fifteen (15) years of sworn service, and up to twenty (20) years of sworn service shall be entitled to "sell back" (i.e. cash-out unused accruals) twenty-five percent (25.0%) of accrued sick leave at the rate of final base pay. Employees who retire on a regular non-disability retirement with twenty (20) or more years of sworn service shall be entitled to sell back fifty percent (50.0%) of accrued sick leave at the rate of final base pay. Sworn service must be with the City of Monterey. If an employee elects to utilize the provision of the PERS contract to obtain service credit for sick leave, such sick leave time cannot also be applied to the "sell back" provision under this section.

### **SECTION 27 - SICK LEAVE USED AS PERSONAL LEAVE**

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 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.

### **SECTION 28 - MATERNITY AND PARENTAL LEAVE**

- 28.1. 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 Leave Act, California Family Rights Act ("CFRA") and the Fair Employment and Housing Act.
- 28.2. Employees taking an approved unpaid leave of absence for CFRA eligible babybonding are entitled to utilize accrued leave, including use of sick leave.

#### **SECTION 29 - VOLUNTARY UNPAID LEAVE TIME**

29.1. Upon the approval of the Chief of Police or designee, employees may take unpaid time off (up to eighty (80) hours per fiscal year) for specific circumstances, which would include if the request is for the purpose of improving the training of the

- employee for their position or career in City Service, if the request is for an extended illness for which paid leave is not available, or if the request is in the event of urgent personal affairs that requires the full attention of the employee.
- 29.2. 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 30 - HOLIDAY SCHEDULE**

- 30.1. Floating Holiday: The holiday schedule shall include one (1) floating holiday per year.
- 30.2. Additionally, before the floating holiday can be taken by the employee, it must be approved by the Police Chief, or their designee, and cannot be granted if the time requested will require, in the Police Chief's judgment, the use of other personnel in an overtime status.
- 30.3. Employees may rollover the floating holiday to the next fiscal year. There shall be no cash value for floating holidays. In no case shall an employee be allowed to accrue more than forty (40) hours of accrued floating holiday time.
- 30.4. If an employee is at the forty (40)-hour maximum accrual, in a pay period when an additional floating 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.
- 30.5. Accrued Holiday: Employees may not accrue more than eighty (80) hours of "accrued holiday time." "Accrued holiday time" will be compensated as described in Monterey City Code 25-11.06.
- 30.6. If an employee has reached the maximum accrued holiday time 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 31 - DEFINITION OF 4/10 PLAN AND UTILIZATION**

## 31.1. <u>4/10 Plan</u>

31.1.1. For the term of this MOU and unless otherwise noted herein, employees assigned as patrol officers and patrol sergeants (including the Canine officer) shall work on the 4/10 Plan. Nothing in this Agreement shall preclude the Police Chief, with the concurrence of the City Manager, from assigning employees to a different work week schedule in the event of an economic emergency declared by the City Council, reductions in the number of sworn personnel, and/or during periods of declared emergency.

- 31.1.2. Employees not covered by the above paragraph can be assigned to any schedule currently in use by the Department or an alternate schedule (e.g., a 5/8, 4/10, 9/80). Employee preference will be considered however operational needs of the organization shall take precedence. The Chief of Police shall make the final determination regarding the appropriate work schedule for the respective assignment. Nothing in this section precludes the immediate altering of a duty assignment or changing of duty hours of any employee, if deemed necessary to assist in a temporary assignment or if needed for special duty, as defined by the Chief of Police.
- 31.1.3. The 4/10 schedule encompasses the following elements: The patrol division will utilize a modified 4/10 plan based on a seven (7)-week cycle in which double-up days adjust ahead one (1) day each week. Under this schedule, days off adjust ahead one (1) day each week as well. The double up days are staggered for Watch 3; their work schedule is one (1) week ahead of the other two (2) watches and, thus, their double up day occurs one (1) day earlier. The staggered double up days are subject to consolidation to a single day each week at the discretion of the Chief of Police.

## 31.2. Utilization

- 31.2.1. Police officers assigned to Patrol shall bid for shift and platoon assignments based on seniority, with some exceptions, on an annual basis. Community Action Team, Traffic and Canine assignments shall be assigned at the discretion of the Chief of Police.
- 31.2.2. Prior to officers signing up for the shift bid, the patrol sergeants will be assigned.
- 31.2.3. Police officers shall, by September 30th of each year, sign up for their shift preferences for the following year on the sign-up roster established by the department.
- 31.2.4. Annual shift reassignments shall normally occur in the third week of January (usually the third Sunday) of each year. The specific date will be chosen and announced each year in order to correspond with schedule, payroll, and other relative concerns.

## 31.3. Shift Assignment Considerations

- 31.3.1. Seniority will be the basis by which most shift assignments will be made in any given year. All things being equal, seniority shall be the predominant determining factor.
- 31.3.2. Special circumstances can be brought forth from individual Police Association members or the Department's Administration. Those circumstances requiring further review will be shared with the Association President or their designee so that Police Association input can be garnered before any actions are taken. The Chief of Police shall

make the final determination regarding those assignments involving special circumstances.

## 31.4. Field Training Officers

- 31.4.1. The Department's six (6) Field Training Officers (FTOs) shall be assigned as follows:
  - At least one (1) FTO will be assigned to each day shift team and each swing shift team (per platoon), with a maximum of two (2) FTOs assigned to any given shift team per platoon and no more than three (3) FTOs per platoon.
- 31.4.2. FTOs may bid for these assignments during the Department's annual shift reassignment process. FTO shift assignments will be made on the basis of seniority in the rank of police officer.

## 31.5. Probationary Police Officers

31.5.1. Probationary Police Officers will be assigned to shifts and platoons as determined by the Chief of Police. Probationary Police Officers' positions will be designated as "administrative assignments" prior to the shift bid.

## 31.6. Sergeants

- 31.6.1. Sergeants shall, by August 15 of each year, sign up for their first and second choice shift preferences for the following year on the sign-up roster form established by the Department. Seniority will be considered but will not be the overriding factor in determining assignment for sergeants. The intent is to provide sergeants opportunities to work each of the different shifts.
- 31.6.2. Sergeants, regardless of seniority, shall be assigned to a different shift for at least one (1) year (twelve (12) consecutive months) if they have been assigned to the same shift for three (3) consecutive years.
- 31.6.3. FTO Sergeants at least one (1) FTO sergeant will be assigned to swing shift, the other FTO sergeant will be assigned to the opposite platoon on either swing shift or day shift.
- 31.6.4. The Chief of Police shall make the final determination regarding sergeant assignments.

## 31.7. Annual Publication of Shift Assignments

31.7.1. The Department will publish shift and platoon assignments for the upcoming year by November 1.

## 31.8. Mid Year Shift Assignments

31.8.1. Generally, officers and sergeants reassigned to Patrol after the annual shift assignments have been published shall be assigned to the available vacancy at the discretion of the Chief of Police or their designee.

## 31.9. Shift Assignment Appeals

31.9.1. Shift assignments made by the Chief of Police or their designee may be appealed in writing to the Chief of Police whose decision is final.

## 31.10. Operational Needs

31.10.1. Nothing in this section shall prohibit the Department from changing personnel assignments to meet operational needs or during emergencies.

#### **SECTION 32 - CHANGE OF SHIFT ASSIGNMENT**

An effort will be made to provide a ten (10)-day notice to unit employees prior to a transfer from one (1) assignment to another when the Police Department has sufficient prior knowledge that such a transfer will occur. Whenever temporary changes/modifications in a shift assignment are anticipated to facilitate the staffing of or participation in a special event, training session/course, or any other planned occurrence, whenever possible, unit employees will be provided a ten (10)-day notice. Nothing in this section shall prohibit the Police Department from changing an assignment to meet unforeseen operational requirements or emergencies.

## **SECTION 33 - NO SMOKING POLICY**

The use of tobacco products is prohibited while on-duty and/or while in/on City premises.

#### **SECTION 34 - PREPAID LEGAL SERVICES**

The City will provide a Group Legal Services Plan for employees represented by the Association 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 200 employees.

## **SECTION 35 - FITNESS ACTIVTY PLAN**

- 35.1. All Association members will be eligible to participate in a Fitness Activity Plan where they workout off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a fitness bank.
- 35.2. Conditions for Qualifying:
  - Employees are required to work out a minimum of 1,170 minutes per quarter to accrue ten (10) hours of leave per quarter.
  - A session is considered to be any moderate or higher intensity physical activity lasting a minimum of fifteen (15) minutes to a maximum of sixty (60) minutes.
  - Only one (1) workout per calendar day will be counted as a session.
  - · 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 be credited to the exercise incentive time bank as soon as practical and will be available for immediate use by the employee.
- 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 this bank. The exercise incentive time bank has no cash value and the time accrued in this bank has no expiration date.
- Leave time can only be used during those instances that do not require the expenditure of overtime or in lieu of vacation time for primary or secondary vacations.
- Participation is voluntary and for those electing to participate, and in order to participate, the employee must sign a waiver.
- An annual physical fitness assessment at the Monterey Sports Center, which can be used as a thirty (30)-minute workout session, will be offered. Individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee.

### **SECTION 36 - WELLNESS PROGRAM**

- 36.1. Upon complying with Sports Center membership requirements, employees shall receive annual, renewable and nontransferable employee-only passes to the Monterey Sports Center in order to implement their personal fitness programs. The Internal Revenue Service views the employee membership as taxable income. These passes shall be subject to renewal by the City and may be discontinued on an individual basis for failure to comply with the program procedures or upon separation from City employment. Use of the Sports Center will be limited to off-duty hours.
- 36.2. Employees may apply the dollar value of the employee-only pass to the Monterey Sports Center towards 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. Every twelve (12) months from the date of the purchase of the family pass, the employee shall be afforded the opportunity to make an election to continue crediting the value of the employee-only pass towards the family pass which shall be irrevocable for the next twelve (12) months.
- 36.3. 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.
- 36.4. Employees represented by the Association shall have available to them the full range of wellness services offered through the City's contract with the Employee

Assistance Program provider.

#### **SECTION 37 - DONNING AND DOFFING**

Association members assigned to Patrol who, as part of their normal duty preparation, don and doff safety equipment (i.e. a ballistic vest) shall be given ten (10) minutes at the beginning and end of their shift to don/doff that equipment. Briefing for Watch 1 will begin at 0710 hours, for Watch 2 at 1640 hours and Watch 3 at 2140 hours. Officers will be permitted to begin doffing their uniforms ten (10) minutes prior to the end of their shift.

## **SECTION 38 - EMPLOYEE AND ORGANIZATIONAL RIGHTS**

#### 38.1. Dues Deductions

38.1.1. Membership dues of the Association and such other deductions as may be properly requested and lawfully permitted shall be deducted by the City from the salary of any employee as provided by the Association Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by the City as promptly as practical.

#### 38.2. Bulletin Boards

- 38.2.1. The City will furnish, for the exclusive use of the Association, adequate space on designated department bulletin boards as the exclusive location for postings. The board shall be used for the following subjects:
  - 1. Information on Association elections, reports and notices.
  - 2. Reports of official business of the Association, including reports of committees or the governing boards thereof.
  - 3. Scheduled membership benefits, programs and promotions.
  - 4. Any other written material pertaining to the official business of the Association.

## 38.3. Activities on City's Premises and Access

38.3.1. Organizing activities, membership campaigns, or dues collecting by the Association or their representatives on City premises or at work locations on duty hours shall not be permitted. Membership meetings on City premises or at work locations on duty hours shall be permitted, but only to the extent that adequate staffing levels are maintained on-duty and such will not interfere with departmental operations. Representatives of the Association shall be granted reasonable access to employee work locations to investigate matters relating to employer-employee relations if such investigation cannot be conducted elsewhere, unless such access to given work locations would constitute a safety hazard or would interfere with the operations of the City. Access to work locations may be regulated by the Police Chief so as not to constitute a safety hazard or to interfere with operations of the City.

## 38.4. Use of On-Duty Time

- 38.4.1. On-duty employees who are acting as representatives of the Association shall first receive permission from a member of the command staff before removing themselves from their duty station or activities. The command staff member may deny an on-duty employee permission to leave their duty station if the absence of the on-duty employee would disrupt the delivery of service.
- 38.4.2. On-duty employees who wish to meet with their representative shall first receive permission from a member of the command staff before leaving from the duty station or on-duty activities. The command staff member may deny an on-duty employee permission to be removed from their duty station if the absence of the on-duty employee would disrupt the delivery of service.
- 38.4.3. If the above mentioned time is denied, the on-duty employee shall be allowed reasonably necessary time to meet with their representative immediately prior to an interrogation that can be reasonably expected to result in the said employee being disciplined, provided such does not adversely impact an investigation. This paragraph shall be interpreted in a manner consistent with California Government Code section 3303, as may be amended.

## 38.5. Supplies and Equipment

38.5.1. The use of City supplies and equipment shall be subject to reasonable departmental and City guidelines.

## **SECTION 39 - CITY RIGHTS**

The parties recognize City rights as indicated in the City's Personnel Rules and Regulations.

## **SECTION 40 - PROVISIONS OF LAW**

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 41 - FULL UNDERSTANDING, MODIFICATION AND WAIVER**

41.1. 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.
- 41.2. The City and the Association acknowledge that the Monterey Police Association did not voluntarily agree to the imposition of random drug testing or the fixed Friday 4/10 schedule change provisions in City Resolutions #99-08 and 99-106, but the parties acknowledge that employees represented by the Association continue to be subject to those provisions.
- 41.3. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, or with respect to any other matters within the scope of representation during the term of this Agreement.
- 41.4. 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 all parties.
- 41.5. In the event any new practice, subject or matter arises during the term of this Agreement, that is within the scope of meet and confer, and an action is proposed by the City, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the City reserves the right to take necessary action by management direction.
- 41.6. 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, or 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.
- 41.7. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

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

<b>CITY OF MONTEREY</b>		MONTEREY POLICE ASSOCIATION		
Docusigned by: Hans Uslar  320BFC1519DD42C	9/11/2024   10:5	Docusigned by:  50 AM PPT Walloh  3C69E4DFE51B4DA	9/16/2024   10:10 AM PDT	
Hans Uslar City Manager	Date	Dennis Wallach Senior Labor Relatio	Date ns Consultant	
Brutte Mal	9/11/2024   10:2	Signed by:  27 AM Milita García  51505839088043A	9/13/2024   11:22 AM PDT	
Brette Neal Human Resources Directo	Date or	Mike Garcia MPA President	Date	
Pocusigned by:  Pafaula Ling  186FF6F8A4624BF	9/13/2024   1:04	4 PM PDT		
Rafaela King Finance Director	Date			