

**MEMORANDUM OF UNDERSTANDING**  
between the  
**CITY OF MONTEREY**  
and the  
**MONTEREY POLICE ASSOCIATION (MPA)**



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

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**MEMORANDUM OF UNDERSTANDING**

between the

**CITY OF MONTEREY**

and the

**MONTEREY POLICE ASSOCIATION****July 1, 2022 through June 30, 2024**

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 vote, to approve this MOU; appropriates the necessary funds required to implement the provisions of this Mouth at require funding; and takes any other required action.

**SECTION 2 - TERM OF AGREEMENT**

This Agreement shall be effective on July 1, 2022, and shall terminate at 12:00 midnight on June 30, 2024.

In the event either party desires to negotiate a successor agreement, such party shall notify the other party.

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 Effective either July 1, 2022 or following City Council ratification (whichever is later), and as soon as administratively possible, the pay rates for employees shall be increased by four percent (4.0%).

- 3.3 Effective the first full pay period following July 1, 2023, the pay rates for employees shall be increased by four percent ( 4.0%).
- 3.4 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.

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 4 - LONGEVITY PAY**

Employees hired on or after June 6, 2017 shall not be eligible for Longevity Pay.

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:

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 5.0% pay increase, calculated from the base pay set forth in the adopted salary schedule.

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 5.0% pay increase for a total amount of longevity pay equal to 10.0%, calculated from the base pay set forth in the adopted salary schedule.

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 5.0% pay increase for a total amount of longevity pay equal to 15.0%, calculated from the base pay set forth in the adopted salary schedule.

Employees receiving stacked longevity pay in effect at the time of ratification will continue receiving such compounded 10% and 15% pay. For example, an employee currently receiving longevity for 25 years will continue to receive 10.25% and those currently receiving longevity for 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 5%, 10%, and 15% as described above will apply.

#### **SECTION 5 - MERIT SALARY STEPS**

There shall be a one-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 6 - INSURANCE COVERAGES**

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 use its best efforts to provide 30 days' advance notice, and, upon request, meet with representatives of the Association.

### **6.1 Major Medical**

The City agrees to continue in the Public Employees Medical and Hospital Care Act (PEMHCA).

### **6.2 Dental/Orthodontia**

The City shall pay the full cost for employee dental insurance administered by Coastal or an equivalent third party administrator up to the annual maximums described in the plan description.

The City will afford eligible employee dependents the opportunity to participate in an open enrollment every three years. An employee electing coverage for dependent(s) shall pay the full cost for dependent dental premiums rounded up to the nearest dollar.

### **6.3 Vision Care**

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.

### **6.4 Life Insurance**

The City will provide a \$20,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this agreement. Employees, at their option and at their cost, may purchase up to an additional \$100,000 of Term Life Insurance and Accidental Death in \$10,000 increments at the prevailing premium assessed by the City's carrier and subject to the conditions of the City's carrier. Further, with the insurance carrier's approval, the cap may be removed. The purchase of additional insurance shall be in accordance with payroll deductions procedures established by the Finance Director, the underwriting requirements of the insurance carrier, and any limitations imposed by Federal or State laws relating to the pre-tax

purchase of life insurance.

## 6.5 Cafeteria Plan

The City provides health insurance through the California Public Employee's Retirement System (CalPERS). The provisions of this plan require participation by Association 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 section 22892, as may be amended.

6.5.1 The City shall continue the existing flexible benefits plan for employees through the term of this Agreement.

6.5.2 The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in PEMHCA on behalf of each active employee and qualified retiree.

a. For the plan year beginning January 1, 2023 and effective the first pay period following ratification, if an employee elects to participate in any CalPERS health plan, the City will make a maximum monthly contribution for each coverage level (ee only, ee+1, ee+family) that, inclusive of the PEMHCA minimum monthly contribution, will equal up to the following:

\$ 2,540.00 per month – family coverage

\$ 2,040.00 per month – employee + 1

\$ 899 per month – employee only

[EXAMPLE: For 2023, the PEMHCA minimum contribution is \$151 ; 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.]

This contribution is known as the Health Plan Spending Fund ("HPSF"). In no event will employees be credited with cash for any remaining HPSF balance.

b. For the plan year January 1, 2024 only, if the amounts in subsection a. above are less than the total premiums for PERS Gold, the City shall increase its contributions, not to exceed 9%, to the new PERS Gold premiums.

c. Medical Waiver

Effective the pay period following ratification, or as soon as administratively feasible, employees who opt out of a 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, as may be amended.

6.5.3 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 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 (DCAP) Employees will pay any administration fee for this service through payroll deductions; and
- Flexible Spending Account (FSA) Employees will pay any administration fee for this service through payroll deductions; and
- Commencing the first full pay period following adoption of this agreement, employees will no longer receive any remaining HPSF balance as cash.

## **SECTION 7 - "SECTION 125 PROGRAMS"**

Employees may elect to participate in three Section 125 programs offered by the City. The available programs are Premium Conversion, Dependent Care, and Flexible Spending Account. Each of these programs will be administered in accordance with the IRS Code. Employees will pay any administration fee for this service through payroll deductions. The Flexible Spending Account has a maximum participation cap in an amount designated by the IRS.

For informational purposes only, the following is a description of the Section 125 programs offered by the City:

- Premium Conversion: Permits payment of health insurance premiums subject to salary deduction with pre-tax income.
- Dependent Care: Permits payment of eligible dependent care expenses (minor and/or adult) with pre-tax income.
- Flexible Spending Account: Permits payment of eligible health care expenses not reimbursed by health insurance with pre-tax income.

## **SECTION 8 - PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

8.1.1 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 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 3% at age 50 Formula, highest single year.

8.1.2 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 57 Formula, highest three years.

8.1.3 Effective January 1, 2018, "Classic" employees, as defined by the Public Employees' Retirement System (PERS), shall contribute a three percent (3%) 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%), which is memorialized by a 2018 contract amendment with CalPERS.

## **SECTION 9 - RETIREMENT HEALTH SAVINGS PLAN (RHSP)**

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:

**Eligibility:** Employee must reach at least 10 years of City Service or more, retire or separate from City service and have reached a minimum of age 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.

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 10 years of City service in a sworn police position.

If an employee does not reach at least 10 years of City service or more, the City's contribution and investment results shall return to the City to offset further contribution costs.

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 Association as soon as it is feasible.

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 \$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 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 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**

The City will contribute the following monthly uniform allowance:

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).

The following will be purchased by the Department (or City):

- Traffic: (1) motorcycle helmet, (1) pair motorcycle boots (replaced after (2) two years if worn out), (1) pair motorcycle gloves, (1) pair protective motorcycle pants, (1) protective motorcycle jacket, (1) protective uniform motorcycle shirt.
- CAT: (1) Bike/Special Event Uniform shirt, (1) bike uniform short pants, (1) bike uniform long pants, (1) bike helmet, (1) pair of bike gloves, (1) pair of safety glasses (not to exceed \$50).

Officers will be provided with initial hire equipment to include:

- (1) Class C uniform, (1) baseball cap, (1) class A hat, (1) tie, (1) tie bar, (1) name plate.
- Pistol, holster, inner belt, duty belt, (4) keepers, magazine holder, asp, asp holder, wood baton, wood baton holder, radio, radio holder, OC spray, OC holder, (2) pair of handcuffs, handcuff holder, Taser, Taser holder, flashlight, flashlight holder.

Officers who complete the FTO program will be provided a one-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 + tax). Officers are responsible for

replacement of the Carrier Vest after initial purchase by Department.

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 5 years. Reimbursement is based on federal grant reimbursement.

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.

In addition to the above requirements, all sworn personnel shall maintain at least one Class A Uniform (shirt and pants) that is 100% wool.

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

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 hours' overtime or be compensated for the actual time worked, whichever is greater.

Exception 1: If the call back is within three 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-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-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-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.

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.

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**

A Special Assignment Differential Pay (“SADP”) is a 5% 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.

The following list of special assignments that shall receive the SADP:

#### **OFFICERS**

**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 hours per pay period (deduct nine hours from the normal schedule time) for time spent outside regularly scheduled hours.

**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.

**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.

**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.

**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.

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.

### SERGEANTS

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.

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.

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.

FTO Sergeant: Employees assigned to the Field Training unit shall receive Training Premium SADP due to the routine and consistent assignment of training employees.

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.

Temporary "Light Duty Assignments" are not considered special duty assignments.

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 - SHIFT DIFFERENTIAL PAY**

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 5.0% shift differential over base salary per month.

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 15 - BILINGUAL PAY**

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 5% of his/her base monthly salary.

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 36 months, and 4) Target language must continuously meet existing needs of department, City, and community.

### **SECTION 16 - POST ADVANCED CERTIFICATE PAY**

Employees who possess a POST Advanced Certificate shall receive a five percent (5%) premium pay over base salary the pay period following the submission of an eligible Certificate or proof that Certification is complete.

### **SECTION 17 - STAND-BY COMPENSATION**

Employees assigned as Detectives in the General Investigations unit shall be paid an additional \$200 per week when assigned to stand-by in accordance with departmental procedures. Where an assignment is made for less than one 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 18 - COURT TIME COMPENSATION**

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 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 hours of the employee's regularly scheduled duty start time, they will be compensated for actual time worked.

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-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-hour minimum.

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 19 - OVERTIME, COMPENSATORY TIME OFF, HOLIDAY TIME, AND SPECIAL SERVICES MINIMUMS**

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.

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 sd earnings. CTO will be scheduled in accordance with established Police Department procedures for time off.

Overtime paid in wages and compensatory time will be paid in accordance with procedures established by the Finance Director.

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.

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 20 - 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 21 - EDUCATION INCENTIVE PLANS**

### **21.1 Education Incentive Plan (EIP)**

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.

### **21.2 Education Incentive Premium Pay (EIPP)**

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 (5) percent premium pay on base salary for a Baccalaureate, and a seven and a half (7.5) percent premium pay on base salary for a Master's Degree subject to the provisions of EIPP.

The City shall consider EIPP as part of base pay.

## **SECTION 22 - TUITION REIMBURSEMENT**

Employees shall be entitled to Tuition Reimbursement pursuant to the City's Tuition Reimbursement Program at an amount of \$2000 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 30% 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 23 - VACATION AND SICK LEAVE**

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.

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 paid for



vacation accrual in excess of 320 hours at the end of the calendar year in accordance with a procedure set by the Finance Director. Vacation accruals may be paid out as earnings upon separation from City employment.

Employees with more than 20 years of service shall accrue annual vacation leave at the rate of 23 days per year. ("Days" shall equal 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.

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.

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 in-laws), Spouse, Domestic Partner registered with the State and submitted to Human Resources, Grandparent, Grandchild, Sibling.

The maximum allowable use of sick leave for the death of a family member (Bereavement Leave) shall not exceed 80 hours in any calendar year for a single family member.

#### **SECTION 24 - 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 25 - 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) 25% 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 50% 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 26 - 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 27 - MATERNITY AND PARENTAL LEAVE**

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.

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 - VOLUNTARY UNPAID LEAVE TIME**

Upon the approval of the Chief of Police or designee, employees may take unpaid time off (up to 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.

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 29 - HOLIDAY SCHEDULE**

Floating Holiday: The holiday schedule shall include one floating holiday per year.

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.

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.

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.

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 (MCC 25-11.06).

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 30 - DEFINITION OF 4/10 PLAN AND UTILIZATION**

### 4/10 Plan

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.

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.

The 4/10 schedule encompasses the following elements: *The patrol division will utilize a modified 4/10 plan based on a seven-week cycle in which double-up days adjust ahead one day each week. Under this schedule, days off adjust ahead one day each week as well. The double up days are staggered for Watch 3; their work schedule is one week ahead of the other two watches and, thus, their double up day occurs one 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.*

### Utilization

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.

Prior to officers signing up for the shift bid, the patrol sergeants will be assigned.

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.

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.

#### Shift Assignment Considerations

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.

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.

#### Field Training Officers

The Department's six Field Training Officers (FTOs) shall be assigned as follows:

At least one FTO will be assigned to each day shift team and each swing shift team (per platoon), with a maximum of two FTOs assigned to any given shift team per platoon and no more than three FTOs per platoon.

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.

#### Probationary Police Officers

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.

#### Sergeants

Sergeants shall, by August 15th 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.

Sergeants, regardless of seniority, shall be assigned to a different shift for at least one year (twelve consecutive months) if they have been assigned to the same shift for three consecutive years.

FTO Sergeants - at least (1) one 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.

The Chief of Police shall make the final determination regarding sergeant assignments.

#### Annual Publication of Shift Assignments

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

#### Mid Year Shift Assignments

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.

#### Shift Assignment Appeals

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.

#### Operational Needs

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

### **SECTION 31 - CHANGE OF SHIFT ASSIGNMENT**

An effort will be made to provide a ten day notice to unit employees prior to a transfer from one 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 day notice. Nothing in this section shall prohibit the Police Department from changing an assignment to meet unforeseen operational requirements or emergencies.

### **SECTION 32 - NO SMOKING POLICY**

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

### **SECTION 33 - 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 34 - FITNESS ACTIVITY PLAN**

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. (Need Attachment)

Conditions for Qualifying:

- Employees are required to work out a minimum of 1170 minutes per quarter to accrue 10 hours of leave per quarter.
- A session is considered to be any moderate or higher intensity physical activity lasting a minimum of 15 minutes to a maximum of 60 minutes.
- Only one 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 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 40 hours can be accrued in a separate exercise incentive time bank, with a maximum of 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 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 35 - WELLNESS PROGRAM**

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 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.

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 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 12 months.

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.

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 36 - 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 37 - EMPLOYEE AND ORGANIZATIONAL RIGHTS**

#### **A. Dues Deductions**

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.

#### **B. Bulletin Boards**

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.

C. Activities on City's Premises and Access

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.

D. Use of On-Duty Time

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.

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.

If the above mentioned time is denied, the on-duty employee shall be allowed reasonably necessary time to meet with his/her 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.



E. Supplies and Equipment

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

**SECTION 38 - CITY RIGHTS**

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

**SECTION 39 - 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 40 - FULL UNDERSTANDING, MODIFICATION AND WAIVER**

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.

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.

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.

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.

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.

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.

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.**

**CITY OF MONTEREY**

**MONTEREY POLICE ASSOCIATION**

DocuSigned by:  
*Hans Uslar*  
6892AD3E4790433...  
6/14/2023 | 6:01 PM PDT  
Date  
Hans Uslar  
City Manager

DocuSigned by:  
*Dennis Wallach*  
3C69E4DFF51B4DA  
6/26/2023 | 7:56 AM PDT  
Date  
Dennis Wallach  
Senior Labor Relations Consultant

DocuSigned by:  
*Brette Neal*  
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6/20/2023 | 8:56 AM PDT  
Date  
Brette Neal  
Human Resources Director

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*Lidio Soriano*  
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6/16/2023 | 7:57 AM PDT  
Date  
Lidio Soriano  
MPA President

DocuSigned by:  
*Gina Russo*  
91A31532385D48F...  
6/14/2023 | 2:04 PM PDT  
Date  
Gina Russo  
Assistant Human Resources Director