

**MEMORANDUM OF UNDERSTANDING**  
between the  
**CITY OF MONTEREY**  
and the  
**POLICE LIEUTENANTS' MANAGEMENT ASSOCIATION (PLMA)**



**July 1, 2024 through June 30, 2027**

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## MEMORANDUM OF UNDERSTANDING

between the

**City of Monterey**

and the

**POLICE LIEUTENANTS' MANAGEMENT ASSOCIATION (PLMA)**

**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 Employer-Employee Relations Resolution of the City of Monterey and is made by and between authorized representatives of the City of Monterey (hereinafter referred to as "City"), and the Police Lieutenants' Management Association (hereinafter referred to as "Association").

### **SECTION 1 IMPLEMENTATION**

- 1.1. 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; and takes any other action required.

### **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. The terms, conditions, wages, and all provisions of this MOU shall continue in effect until a new MOU is negotiated and subsequently ratified by the Association and the City Council, or until this MOU is superseded in accordance with City Code Section 25-16.12(e) (Impasse Procedure), as may be amended, or until the Association dissolves pursuant to City Code Section 15-16.10 (Decertification of Recognized Employee Organizations), as may be amended.

### **SECTION 3 SALARY**

- 3.1. For 2024-2025 fiscal year:
  - 3.1.1. Effective either July 1, 2024, and as soon as administratively possible, the pay rates for employees shall be increased by 1.68% to bring classifications to within five percent (5.0%) of total comp market median.
  - 3.1.2. Effective either 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 LONGEVITY PAY**

4.1. 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:

4.2. The following longevity pays will be provided to eligible employees:

4.2.1. For those with at least twenty (20) years of continuous full-time City of Monterey service and less than twenty-five (25) years, a five percent (5.0%) longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

4.2.2. For those with at least twenty-five (25) years of continuous full-time City of Monterey service and less than thirty (30) years, a five percent (5.0%) pay increase for a total amount of longevity pay equal to a total of ten percent (10.0%) increase to base pay for longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

4.2.3. For those with at least thirty (30) years of continuous full-time City of Monterey service or more, a five percent (5.0%) pay increase for a total amount of longevity pay equal to a total of fifteen percent (15.0%) increase to base pay for longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

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

4.4. 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, 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 5 RETENTION PAY**

5.1. Due to challenges faced within the regional police labor market and throughout the state, and to maintain retention and support recruitment efforts, unit members that have reached step five (5) with the City of Monterey Police Department of either the Sergeant, Lieutenant or the Assistant Police Chief Classification for three (3) years are eligible to receive a retention stipend of \$275.00 per month.

5.2. Unit members that have reached step five (5) with the City of Monterey Police Department of either the Sergeant, Lieutenant or Assistant Police Chief Classification for six (6) years are eligible to receive an additional retention stipend of \$275.00 per month (maximum of \$550.00 per month).

## **SECTION 6 POST SUPERVISORY CERTIFICATE PAY**

- 6.1. Employees who possess a POST Supervisory Certificate shall receive a five percent (5.0%) premium pay over base salary.

## **SECTION 7 EDUCATION INCENTIVE PREMIUM PAY**

- 7.1. All employees who have completed their initial probationary period may participate in the Department's Education Incentive Premium Pay (EIPP) program provided.
- 7.2. Employees participating in EIPP may be eligible to receive 2.5% premium pay for a Master's degree subject to the provisions of EIPP.
- 7.3. To qualify for consideration, an employee must have a Master's degree from an accredited college or university.

## **SECTION 8 UNIFORM ALLOWANCE**

- 8.1. The City will contribute \$130.00 monthly for uniform allowance.

## **SECTION 9 HOURS WORKED**

- 9.1. Personnel represented by the Association, when assigned as other than a Patrol Lieutenant (Field Operations) may be assigned to work an eight (8)-hour five (5)-day workweek schedule, a 9/80 schedule, or a 4/10 schedule. 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, however, precludes the immediate altering of a duty assignment or changing of duty hours of any sworn personnel represented by the Association, if deemed necessary to assist in a temporary assignment or if needed for special duty, as determined by the Police Chief. Likewise, Personnel assigned to "light duty" or who are scheduled to attend training may be assigned to one (1) of the above-mentioned schedules, at the discretion of the Chief of Police.
- 9.2. With the Chief's approval, Lieutenants shall receive pay at the rate of 1 ½ times their regular rate of pay when overtime hours are worked under the following circumstances:
  - Special events coverage outside the lieutenant's normal work week
  - Major investigations or critical incidents that fall outside the scope of the normal work week
  - Coverage for patrol Sergeant shift

## **SECTION 10 INSURANCE PLAN**

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

10.1. Eligibility

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

10.2. Health Insurance

10.2.1. 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%).
- b. In 2027, the Association and the City agree to reopen the Insurance Benefits Section of this Agreement to discuss future employer and employee contributions.

10.2.2. 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.

10.2.3. 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.

10.3. Cafeteria Plan and Optional Benefits

- 10.3.1. 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).

- 10.3.2. Each of these programs will be administered in accordance with the IRS Code.

- 10.3.3. 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 (DCAP), employees will pay any administration fee for this service through payroll deductions,
- Flexible Spending Account (FSA), employees will pay any administration fee for this service through payroll deductions.

- 10.3.4. 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.

10.4. Dental/Orthodontia Insurance

- 10.4.1. 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 detailed in the plan description. Employees are responsible for adhering to the claims process outlined in the dental plan provisions.

- 10.4.2. 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.

#### 10.5. Vision Care

- 10.5.1. The City provides vision care insurance and pay the full cost of premiums for employees and dependents. The plan will provide for expenses based on usual and customary rates as incurred up to the annual maximums described in the plan description.

#### 10.6. Life Insurance

- 10.6.1. The City will continue to provide a \$30,000.00 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this Agreement.
- 10.6.2. Additional Term Life Insurance may be purchased by each employee through payroll deductions in increments of \$10,000.00, subject to the City's life insurance carrier's coverage limitations. 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.
- 10.6.3. 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 11 INTEGRATED SHORT TERM/LONG TERM DISABILITY PLAN**

The City shall provide a City-Paid combined insured Short Term Disability/Long Term Disability Plan (STD/LTD). In conjunction with the STD/LTD Plan, the following will apply:

#### 11.1. Maintenance of Benefits

- 11.1.1. The City will continue to provide the employee HPSF, dental, vision, and life insurance, Employee Assistance Plan and participation in the medical plan for up to a maximum of one (1) year per incident, subject to the following:
- The person is an active employee; and
  - The employee has at least one (1) full day in a pay status during the month (either City pay or Disability payment).

#### 11.2. Leave Accrual

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



- 11.2.2. If, due to a non-industrial injury or illness, an employee receives disability payments for what constitutes the majority of the month, the employee shall not accrue leave.

## **SECTION 12 RETIREMENT**

- 12.1. For “Classic” employees, as defined by the 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 PERS for Local Safety Members three percent (3.0%) at age fifty (50) Formula, highest single year.
- 12.2. For new employees, as defined by the PERS, hired on or after January 1, 2013, retirement benefits shall be those established by the PERS for Local Safety Members 2.7% at age fifty-seven (57) Formula, highest three (3) years.
- 12.3. Effective January 1, 2018, “Classic” employees, as defined by the 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.
- 12.4. 1959 Survivor Benefit
  - 12.4.1. Each represented employee shall be enrolled in the PERS 1959 Survivor Benefit, Indexed Level. The employer’s cost for this benefit will be paid by the employees through payroll deduction. This amount is set by CalPERS each fiscal year.

## **SECTION 13 DEFERRED COMPENSATION — MATCH PROGRAM**

- 13.1. 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 combined contribution between the City’s and the employee’s contribution to the City’s Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

## **SECTION 14 RETIREMENT HEALTH SAVINGS PLAN**

- 14.1. 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:
  - 14.1.1. Eligibility:
    - i. 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.
- 14.2. 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.

- 14.3. 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.

## **SECTION 15          GROUP LEGAL SERVICES**

- 15.1. 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 two hundred (200) employees.

## **SECTION 16          EMPLOYEE ASSISTANCE PROGRAM**

- 16.1. The City will continue to provide an Employee Assistance Program providing counseling services to the Association membership with substantially the same benefits to which existed at the time of the Agreement.

## **SECTION 17          WELLNESS PROGRAM**

### 17.1. Sports Center Pass

- 17.1.1. Upon complying with 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 IRS views the employee membership as taxable income. The details of the program shall be as outlined in "Fitness Program." Use of the Sports Center will be limited to off-duty hours.
- 17.1.2. Employees may apply the dollar value of the employee only pass to the Monterey Sports Center towards the purchase of a family pass to this facility. The employee shall be responsible for the cost differential between the credit value of the employee only pass and the family pass. During open enrollment each year, 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.
- 17.1.3. Employees electing to receive a family pass under this program shall have a payroll deduction for the cost to 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.

### 17.2. No Smoking/Use of Tobacco Products Policy

- 17.2.1. The Association and the City agree that smoking and/or the use of tobacco products is prohibited on duty and/or while on City property regardless of duty status. Violation of this policy can subject an employee to discipline.

## **SECTION 18            FITNESS ACTIVITY PLAN**

- 18.1. All Association members shall be eligible to participate in a Fitness Activity Plan where they work out off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a fitness bank.
- 18.2. Conditions for Qualifying
  - 18.2.1. Employees are required to work out a minimum of 1170 minutes per quarter to accrue ten (10) hours of leave per quarter.
  - 18.2.2. A session is considered to be any moderate or higher intensity physical activity lasting a minimum of fifteen (15) minutes to a maximum of one (1) hour.
  - 18.2.3. Only one workout per calendar day will be counted as a session.
  - 18.2.4. 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.
  - 18.2.5. 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.
  - 18.2.6. 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.
  - 18.2.7. Participation is voluntary and for those electing to participate, and in order to participate, the employee must sign a waiver.
  - 18.2.8. 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 19            TUITION REIMBURSEMENT PROGRAM**

- 19.1. The Tuition Reimbursement allowance may be allotted up to \$2,000.00 per fiscal year per employee. Tuition reimbursement may be used to reimburse for off-duty job-related training and/or professional development expenses, subject to approval by the Police Chief. In determining eligible reimbursement expenses, the City's reimbursement policy, as may be amended, shall be used to determine reimbursable expenses.

## **SECTION 20            VACATION AND SICK LEAVE**

During the term of this Agreement, vacation and sick leave shall continue to accrue and be administered in accordance with the rules and regulations in existence at the time this Agreement is implemented.

## 20.1. Sick Leave Usage

- 20.1.1. Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of the Employee and Children (biological, step, adopted, foster, legal wards, or a child to whom the employee stands in loco parentis), Parents (biological, step, adopted, foster, guardian, wards or in-laws), Spouse, Domestic Partner registered with the State and submitted to Human Resources, Grandparent, Grandchild, Brother, Sister.
- 20.1.2. Accrued sick leave may be used in accordance with Monterey City Code Section 25- 12.11 (Catastrophic Leave).

## 20.2. Sick Leave Pay Out

- 20.2.1. Employees who retire on a regular non-disability retirement after twenty (20) years of sworn service shall be entitled to "sell back" fifty percent (50.0%) of accrued sick leave at their regular base hourly rate of pay. If an employee elects to utilize time available to him/her under the provisions of the PERS contract for sick leave service credit, such time applied to PERS service credit cannot also be applied to the "sell back" provision under this Section.
- 20.2.2. In the event of a line of duty death of an employee, their estate shall be paid a sum of money equal to one hundred percent (100.0%) of the value of any accrued but unused sick leave, calculated utilizing the base rate of pay of the employee at the time of death.

## 20.3. Termination of Sick Leave Balances Upon Eligibility for an Industrial Disability Retirement (4850 Clause)

- 20.3.1. This Section shall not apply to employees represented by the Association on December 1, 1998. Such employees will retain the right to use sick leave balances upon eligibility for industrial disability retirement, when they are promoted or reassigned to a classification represented by the Association.
- 20.3.2. For employees hired or promoted after December 1, 1998 into a classification represented by the Association, the following will apply. Upon either the approval of an application by the employer for an 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 or any such remaining sick leave balance in the employee's account and, any remaining sick leave in the employee's account shall be void. This language is intended to give the employer rights to terminate sick leave under the provisions of Government Code Section 21163 as a "provision[s] of a local ordinance or resolution or the rule[s] or regulation[s] of the employer [which] provide[s] to the contrary". An application for industrial disability retirement, either employee or employer originated, shall not affect the employee's right under Worker's Compensation laws, such as any otherwise existing right to temporary disability (including Labor Code Section 4850 benefits for safety officers).

## 20.4. Sick Leave Use as Personal Leave

20.4.1. Up to twenty-four (24) hours of accrued sick leave may be taken as Personal Leave during the calendar year, so long as the employee has a minimum of one hundred and sixty (160) hours of accrued sick leave.

20.5. Vacation Entitlement

20.5.1. Employee entitlement of vacation hours shall be in accordance with Municipal Code Section 25.12.01.

20.5.2. Employees with more than twenty (20) years of service shall accrue annual vacation leave at the rate of twenty-three (23) days (184 hours) per year. The monthly accrual rate, therefore, shall be fifteen (15) hours twenty (20) minutes.

20.5.3. Vacation shall not accrue in excess of four hundred (400) hours. Once an employee reaches this accrual limit, the employee shall not accrue additional vacation. Vacation accrual based on the employee's accrual rates shall commence only after an employee has utilized vacation, and accrual banks are below the four hundred (400) maximum allowed. Employees may cash-out vacation accrual in excess of three hundred and twenty (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 cashed out upon separation from City employment.

**SECTION 21 MATERNITY AND PARENTAL LEAVE**

21.1. 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.

21.2. Employees taking an approved unpaid leave of absence for CFRA eligible baby-bonding are entitled to utilize accrued leave, including use of sick leave.

**SECTION 22 ACCOUNTING FOR LEAVE EVENTS**

22.1. Absence from work or duty, even if less than one day, for personal purposes or for illness or injury, shall be deducted from the employee's appropriate accrued leave bank. If insufficient leave exists in the appropriate leave bank, an absence shall be without pay for any portion not covered. It is recognized that the responsibilities and workload demands for certain positions require flexible scheduling and significantly more than a forty (40)-hour work week to accomplish. In such cases, the department head and affected employee may establish an understanding of the appropriate application of this policy based on individual circumstances.

22.2. The minimum leave that can be taken by an employee for all leave events shall be fifteen (15) minutes.

**SECTION 23 HOLIDAYS**

23.1. Holiday Benefit

23.1.1. Holiday accrual shall be eight (8) hours per holiday. If any time is taken off for holiday time in excess of this amount during a work shift, that time must be accounted for by a reduction to the employee's appropriate leave bank, which may include accrued holiday time.

23.2. Floating Holiday

23.2.1. The Association's holiday schedule shall include one (1) floating holiday per fiscal year, per employee. Employees may rollover the floating holiday to the next fiscal year.

23.2.2. In no case shall an employee be able to accrue more than forty (40) hours of accrued holiday time. There shall be no cash value for floating holidays. The scheduling is at the discretion of the employee, subject to approval by the department head.

23.2.3. 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.

23.3. Holiday Pay

23.3.1. For purposes of Holiday Pay compensation, Association represented employees shall be compensated in cash or holiday time off at the base straight-time rate of pay for all hours worked on a City holiday (up to eight (8) hours). Further the Association will support the City in amending its Personnel Rules (Section 25-11.06) to include Police Management employees under 25-11.06 (3). Therefore, the Subsection title for 25-11.06 (3) will read: "Police Employees—Lieutenants and Non-Management."

**SECTION 24 MANAGEMENT LEAVE**

24.1. Employees shall be provided with eighty (80) hours of "use it or lose it" management leave at the beginning of each calendar year. Unused time may not rollover to the next year, and there shall be no cash value for management leave time.

24.2. For those employees who are new to the Association (for example—a newly promoted Lieutenant, or one who is hired to the Lieutenant classification from another agency), the amount of provided management leave in the initial calendar year of appointment shall be prorated based on the following schedule according to hire date:

- If hired January 1 to March 31                      80 hours of Management Leave
- If hired April 1 to June 30                            60 hours of Management Leave
- If hired July 1 to September 30                    40 hours of Management Leave
- If hired October 1 to November 30                20 hours of Management Leave
- If hired December 1 to December 31            0 hours of Management Leave

Effective July 1, 2024, current Association members will be credited forty (40) hours of management leave to their bank.

**SECTION 25 BEREAVEMENT LEAVE**

### Leave Usage for Death of a Family Member (Bereavement)

- 25.1. All employees may be authorized to use up to eighty (80) hours of accrued leave per calendar year for the death of a family member or close relation. The maximum combined allowable use of leave for the above purposes shall not exceed eighty (80) hours in any calendar year.
- 25.2. For purposes of determining the use of leave for death of a family member, the following definition shall be used: The employee's spouse, principal domestic partner, child, parent, brother, sister, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, step-children, step grandparents or grandparents-in-law.
- 25.3. At the City Manager or their designee's discretion, the employee may be required to provide evidence that the leave was used for the purposes intended by this Section.

### **SECTION 26 VOLUNTARY UNPAID LEAVE**

- 26.1. With advanced department head approval, an employee may take up to forty (40) hours of Management Unpaid Leave per calendar year. Such leave may be taken in fifteen (15) minute minimum increments.
- 26.2. Further, so long as the employee is in a paid status at least half of the month, such unpaid leave shall not result in a loss of benefits or leave accruals.
- 26.3. 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 27 ROTATION OF ASSIGNMENT NOTIFICATION**

- 27.1. A minimum two (2)-week (fourteen (14) calendar days) notification for rotation of assignment among the Lieutenants will be provided prior to an actual rotation in Division duties / responsibilities (Support to Police Operations or Police Operations to Support or within Police Operations). This does not preclude a temporary assignment rotation due to unforeseen or exigent circumstances.

### **SECTION 28 DUES DEDUCTIONS**

- 28.1. 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 who files with the Finance Director a written authorization requesting that such deductions be made. 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, in conformance with City Code Section 25-16.14.

### **SECTION 29 PROVISIONS OF LAW**

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

### **SECTION 30 FULL UNDERSTANDING, MODIFICATION AND WAIVER**

- 30.1. 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.
- 30.2. 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.
- 30.3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.
- 30.4. 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.
- 30.5. Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. 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.
- 30.6. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 30.7. The parties hereto have caused their duly authorized representatives to execute this MOU the day, month and year noted below.



CITY OF MONTEREY:

POLICE LIEUTENANTS' MANAGEMENT ASSOCIATION:

Dated: 9/11/2024 | 9:35 AM PDT

Dated: 9/11/2024 | 9:40 AM PDT

DocuSigned by:

*Hans Uslar*

320BFC1519DD42C...

Hans Uslar, City Manager

Signed by:

*Mike Bruno*

D770A9DFB2964EB...

Mike Bruno, PLMA President

Dated: 9/11/2024 | 9:57 AM PDT

Dated: 9/11/2024 | 12:46 PM PDT

DocuSigned by:

*Brette Neal*

1D80ADE7BE4D44F...

Brette Neal, Human Resources Director

Signed by:

*Ethan Andrews*

4F5622C10B45483...

Ethan Andrews, PLMA Vice President

Dated: 9/13/2024 | 1:05 PM PDT

Dated: 9/13/2024 | 7:49 AM PDT

DocuSigned by:

*Rafaela King*

1B6FF6F8A4624BF...

Rafaela King, Finance Director

Signed by:

*Gabe Kaster*

EE08797F95984D6...

Gabe Kaster, PLMA