MEMORANDUM OF UNDERSTANDING
between
CITY OF MONTEREY
and
POLICE LIEUTENANTS' MANAGEMENT ASSOCIATION

July 1, 2019 through June 30, 2021
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PLMA MOU July 1, 2019 – June 30, 2021
MEMORANDUM OF UNDERSTANDING

between the

City of Monterey

and the

POLICE LIEUTENANTS' MANAGEMENT ASSOCIATION (PLMA)

July 1, 2019 through June 30, 2021

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

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; and takes any other action required.

Section 2 Term of Agreement

This Agreement is effective on July 1, 2019, and shall remain in full force and effect through June 30, 2021. 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until a new MOU is negotiated and subsequently ratified by the Association and the City Council, or until this MOU is superseded in accordance with City Code Section 25-16.12(e), Impasse Procedure, as may be amended, or until Association dissolves pursuant to City Code section 15-16.10 (Decertification of Recognized Employee Organizations), as may be amended.

Section 3 Salary Adjustments

3.1 Effective July 1, 2019, and implemented as soon as administratively possible, the pay rates for employees in this representation unit shall be increased by two percent (2.0%).

3.2 Effective July 1, 2019, the pay rate for the Assistant Police Chief classification shall be banded with the Assistant Fire Chief.

3.3 Effective July 1, 2020, the pay rates for employees in this representation unit shall be increased by two percent (2.0%).
Section 4       Longevity Pay

The following longevity pays will be provided to eligible employees:

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

For those with at least 25 years of continuous full time City of Monterey service and less than 30 years, a total of 10% increase to base pay for longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

For those with at least 30 years of continuous full time City of Monterey service or more, a totally of 15% increase to base pay for longevity pay, calculated from the base rate of pay set forth in the adopted salary schedule, will be provided.

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

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, or additional longevity pay, the flat rates of 10% and 15% as described above will apply.

Section 5       POST Supervisory Certificate Pay

Employees who possess a POST Supervisory Certificate shall receive a five percent (5%) premium pay over base salary.

Section 6       Hours Worked

Personnel represented by the Association, when assigned as other than a Patrol Lieutenant (Field Operations) may be assigned to work an eight-hour five-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 of the above-mentioned schedules, at the discretion of the Chief of Police.

With the Chief’s approval, Lieutenants shall receive straight pay when overtime hours are worked under the following circumstances:

a.     Special events coverage outside the lieutenant’s normal work week
b.     Major investigations or critical incidents that fall outside the scope of the normal work week

c.     Coverage for patrol Sergeant shift

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Section 7  Insurance Coverage

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. The City contribution towards the Insurance Plan premium(s) is defined in Section 7.4.

7.1 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.

7.2 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.

7.3 Life Insurance

The City will continue to provide a $30,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this agreement. Additional Term Life Insurance (supplemental) may be purchased by each employee through payroll deductions or use of Elective Contributions as described below in increments of $10,000 up to at least a maximum of $100,000. 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.

7.4 Cafeteria Plan and Major Medical Insurance

The provisions of this plan require participation by the Association in the Public Employees Medical and Hospital Care Act (PEMHCA). The City shall continue the existing flexible benefits plan for employees through the term of this Agreement.

The City provides health insurance through the California Public Employee’s Retirement System (CalPERS). The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.
a. For the plan year beginning January 1, 2020, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution equals the following:

- $2,137.00 per month - family coverage
- $1,740.00 per month - two-person coverage
- $889.00 per month - single coverage

[EXAMPLE: For 2020, the PEMHCA minimum contribution is $139; the City shall make a flexible benefits plan contribution of $1,998.00 per month for family coverage, $1601.00 per month for two-person coverage and $750.00 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 beginning January 1, 2021, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution equals the rates for the Employee Plus One and Employee Plus Two tiers that would reflect a PERS Choice 2021 Calendar Year increase up to 9.0%. These two tiers will be increased by the necessary amount to keep employees in these tiers at the same out-of-pocket contribution levels, so long as the PERS Choice calendar year increase does not exceed 9.0%. For Single Coverage, the single premium contribution will be increased by the minimum PEMHCA contribution for the plan year.

c. Waiver of Medical Insurance

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.

7.4.1 Optional Benefits

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 Section 125 programs offered by the City:

- Premium Conversion,
- Dependent Care (IRS contribution limits apply), and
- Flexible Spending Account (IRS contribution limits apply).

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

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

Section 8  
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:

A. Maintenance of Benefits:

The City will continue to provide the employee HPSF (Health Plan Spending Fund), dental, vision, and life insurance, Employee Assistance Plan (EAP) and participation in the medical plan for up to a maximum of 1 year per incident, subject to the following:

1. The person is an active employee; and,

2. The employee has at least one full day in a pay status during the month (either City pay or Disability payment).

B. Leave Accrual:

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 months of the disability.

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 9  
Retirement

9.1.1 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.

9.1.2 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.

9.1.3 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.

1959 Survivor Benefit:

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 10 Deferred Compensation — Match Program

Effective as soon as administratively possible upon ratification, 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 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 11 Retirement Health Savings Plan

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

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

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Section 12  Group 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 13  Employee Assistance Program

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

Section 14  Wellness Program

14.1  Sports Center Pass

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 Internal Revenue Service 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.

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. 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 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.

14.2  No Smoking/Use of Tobacco Products Policy

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 15  Fitness Activity Plan

- All Association members shall 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.

Conditions for Qualifying
- Employees are required to workout 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 1 hour.
- 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 16 Uniform Allowance

The City will contribute $115.00 monthly for uniform allowance.

Section 17 Tuition Reimbursement Program

The Tuition Reimbursement allowance may be allotted up to $2,000 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 18 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.
18.1 **Sick Leave Usage**

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.

Accrued sick leave may be used in accordance with Monterey City Code Section 25-12.11, Catastrophic Leave.

18.2 **Sick Leave Usage for Death of a Family Member (Bereavement Leave)**

1. All employees may be authorized to use up to 40 hours of accrued sick leave per calendar year for the death of a family member or close relation. The maximum combined allowable use of sick leave for the above purposes shall not exceed eighty (80) hours in any calendar year.

2. At the City Manager or his/her designee’s discretion, the employee may be required to provide evidence that the leave was used for the purposes intended by this section.

18.3 **Sick Leave Pay Out**

Employees who retire on a regular non-disability retirement after 20 years of sworn service shall be entitled to "sell back" fifty percent (50%) 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.

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%) 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.

18.4 **Termination of Sick Leave Balances Upon Eligibility for an Industrial Disability Retirement (4850 Clause)**

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.

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).

18.5 **Sick Leave Use as Personal Leave**

Up to 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.

18.6 **Vacation Entitlement**

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

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

Vacation accruals in excess of 320 hours effective December 31, 2019 will be paid at prevailing rates in accordance with a procedure set by the Finance Director. Employees may elect to have vacation accruals in excess of 280 hours paid at prevailing rates in accordance with a procedure set by the Finance Director based on balances as of 12/31/19.

Effective January 1, 2020, vacation shall not accrue in excess of 320 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 320 maximum allowed. Employees may cash-out vacation accrual in excess of 280 hours at the end of the calendar year in accordance with a procedure set by the Finance Director. Vacation accruals may be cashed out upon separation from City employment.

**Section 19** **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 20  Accounting for Leave Events

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-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.

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

Section 21  Holidays

21.1  Holiday Benefit

Holiday accrual shall be 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.

21.2  Floating Holiday

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. In no case shall an employee be able to accrue more than 80 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.

21.3  Holiday Pay

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 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 22  Management Leave

Employees shall be provided with 40 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.

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  
- If hired April 1 to June 30  
- If hired July 1 to September 30  
- If hired October 1 to November 30  
- If hired December 1 to December 31

  40 hours of Management Leave  
  30 hours of Management Leave  
  20 hours of Management Leave  
  10 hours of Management Leave  
  0 hours of Management Leave

Section 23 Voluntary Unpaid Leave

With advanced department head approval, an employee may take up to 40 hours of Management Unpaid Leave per calendar year. Such leave may be taken in one hour minimum increments.

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.

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 24 Rotation of Assignment Notification

A minimum two-week (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 25 Discipline

Letters of Reprimand will be removed from the employee’s personnel file after six (6) years. References to letters of reprimand received during a review period may be referenced in the employee’s personnel evaluation, and such reference does not need to be removed pursuant to this section.

Section 26 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 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 27 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 28 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.

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. 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 MOU 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 MOU the day, month and year noted below.
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

Dated: October 10, 2019

Hans Uslar, City Manager

POLICE LIUETNEANTS' MANAGEMENT ASSOCIATION

Dated: 8/1/19

Marty Hart, PLMA President

Dated: October 11, 2019

Allyson Hauck, Human Resources Director

Dated: 8/1/19

Bill Clark, PLMA Vice President