

RESOLUTION NO. 2254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF SOLEDAD AND
THE SOLEDAD POLICE OFFICERS
ASSOCIATION


BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the City of Soledad, to execute and deliver a Memorandum of Understanding (MOU) between the City of Soledad and the Soledad Police Officers Association (SPOA), in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 12th day of July, 1993, by the following vote:


AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

MEMORANDUM OF UNDERSTANDING

THIS MEMORADUM OF UNDERSTANDING (MOU) is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called "CITY", and the SOLEDAD POLICE OFFICERS ASSOCIATION ("SPOA"), an unincorporated public employee organization, hereinafter called "ASSOCIATION".

RECITALS:

A. ASSOCIATION has been formally recognized by CITY as the majority representative of an employee representation unit consisting of sworn police officers, pursuant to the provisions of Resolution No. 1005, the Employer-Employee Relations Resolution of the City of Soledad, except for those officers holding the rank of sergeant or higher, who have been designated as management, confidential and supervisory employees in accordance with the provisions of Section 9 of said Resolution No. 1005.

B. Representatives of ASSOCIATION and representatives of CITY have met and conferred in good faith and have reached an understanding on the terms and conditions of employment of police officers who are members of ASSOCIATION, in accordance with the provisions of the Meyers-Miliias-Brown Act (Government Code Section 3500, et seq.). This is a written memorandum of that understanding (MOU), jointly prepared by the parties hereto pursuant to the provisions of Section 3505.1 of the Government Code, the terms of which are as follows:

1. Compensation. During fiscal year 1993/1994, the base salaries of police officers shall be the same as those established for fiscal year 1992/1993.

2. PERS Retirement Benefits. All police officers shall be enrolled in the Public Employees' Retirement System (PERS) under the "2% at 55 modified formula" offered by said System. CITY will pay all of the employer's PERS contributions; employees' contributions will be paid individually by each officer through payroll deductions.

3. Uniform Maintenance Allowance. During the term of this MOU, CITY will pay each police officer the sum of Sixty Dollars (\$60.00) per month as a uniform maintenance allowance.

4. Health, Dental and Eye-Care Plan. During the term of this agreement, CITY shall contribute the full cost of coverage under the current health and dental plan for each police officer, and shall also pay the full cost of eye-care coverage to said plan. During that time, CITY also shall contribute the sum of Two Hundred Dollars (\$200.00) per month toward the cost of covering each employee's family under said plan.

5. Career Incentive Pay. During the term of this agreement, CITY will pay police officers who qualify an incentive pay of Fifty Dollars (\$50.00) per month, plus social security, for the following incentives:

(a) Bilingual (Proficiency examination for conversational Spanish to be administered by CITY.)

(b) P.O.S.T. Intermediate Certificate.

(c) P.O.S.T. Advanced Certificate.

(d) Crime Prevention Officer duty assignment (limited to one officer at a time).

(e) Sixty (60) accumulated college units in law enforcement (criminal justice) or related field.

(f) Bachelor of Arts degree from a recognized four-year institution in law enforcement (criminal justice) or related field.

(g) Certificate in Substance Abuse Detection.

(h) Investigator duty assignment (limited to one officer at a time).

(i) Field Training Officer duty assignment (one officer, except that a second qualified officer may be assigned for a maximum period of eight weeks per trainee).

(j) P.O.S.T. Certificate - Reserve Officer Coordinator.

Each officer will be allowed a maximum of four (4) incentives at any one time. Assignments shall be made by CITY from among qualified officers. Subject to CITY's management right to make duty assignments as it deems necessary or proper, and recognizing that decisions in this regard will be affected by budget constraints (a "meet and confer" item), the unavailability of qualified officers due to lack of a full staff complement, training, vacations, sick leave and other allowed absences, and other unforeseen circumstances, CITY will make a good-faith effort to keep each assigned position filled with a qualified officer at all times during the term of this agreement and will rotate such assignments among qualified officers on a minimum nine to twelve months' basis. In this regard it is understood and agreed that there shall be no seniority rights among officers with respect to such assignments; that no officer shall be deemed to have acquired a permanent or vested right to any such assignment through tenure; and that an officer's assignment to any such duty shall not be

deemed a promotion, nor shall his detachment from such duty be deemed a demotion or punitive in nature.

6. Holidays. During the term of this MOU, police officers shall be entitled to the twelve (12) paid holidays which are provided to all other employees of CITY. Under its management rights, CITY may require officers to work on a designated holiday, in which case equivalent time off may be taken in lieu of pay for the eight-hours worked on the holiday shift. Said equivalent time off shall be taken within thirty (30) days after it is earned; provided, that if management cannot schedule such time off within said thirty (30) days' period, the officer shall receive one day's pay, at his or her regular pay rate, in lieu of holiday time off.

7. Compensatory Time Off. Compensatory time off will be allowed in lieu of pay for overtime work. Not more than 60 hours thereof may be accumulated. All compensatory time off shall be scheduled by the Chief of Police. The decision of an officer to take compensatory time off in lieu of pay shall be irrevocable.

8. Overtime. Time worked by a police officer in excess of 40 hours in any week (i.e., seven (7) consecutive days) shall constitute overtime, compensable at the rate of one and one-half times the officer's regular rate of pay. If an officer works 8 hours or less on a given shift, he or she will be paid only for the number of hours worked, at his or her regular rate of pay. For purposes of computing overtime in any such week, compensatory time off taken by an officer during the week shall be treated as work time. Court time shall be compensable at overtime rates.

9. Graveyard Shift. Assignment to the graveyard shift shall be mandatory for all police officers. So far as is practicable, and subject to the right of management to make duty assignments as circumstances require, assignment to the graveyard shift shall be on a rotation basis in order to distribute such duty equitably among such officers. Each December during the term of this MOU, CITY shall pay to each officer who has been scheduled to work at least 36 graveyard day shifts the sum of One Hundred Fifty Dollars (\$150.00), which shall be in addition to all other compensation to which the officer is entitled under this agreement.

10. Meal and Rest Periods. Uniformed police officers shall have a thirty (30) minute meal period and two fifteen (15) minute rest periods during each shift worked. One rest period shall be taken during the first four hours of the shift and the other rest period shall be taken during the second four hours of the shift. In case of immediate need, an officer may be called from his or her meal or rest period to respond. For purposes of computing overtime, rest periods and meal periods shall be included as regular working time.

11. Annual Physicals. The City Manager requires all police officers to submit to an annual physical examination performed by a physician designated by CITY, the cost of which shall be paid by CITY. The intent of this provision is to provide the officer and CITY with an evaluation of the individual's health and his or her ability to perform the duties to which he or she may be assigned.

12. Purchase of Uniforms. CITY will purchase uniforms, including footwear, for all police officers who are

required to wear them, such purchases to be made from time to time as the need for the same may be determined by CITY, except that once each year, on the officer's anniversary date of employment, CITY shall provide each regular officer with two pairs of pants and two shirts. Purchases shall be made by purchase orders signed by the City Manager upon the recommendation of the Chief of Police. All old uniforms and parts of uniforms, including footwear, shall be turned into the Chief of Police at the time of replacement, or at the time of separation from service. CITY shall determine the type of uniform to be worn and the source of supply. CITY will furnish each reserve officer with one uniform.

13. Safety Equipment. CITY will provide police officers, including reserve officers, with all safety equipment required by the laws of the State of California. Existing safety equipment will be replaced at CITY's expense as items become unserviceable or lost. Necessity for such replacement in each case shall be determined by the Chief of Police. SR5000 equipment will be provided to officers, subject to management's right to discontinue the use of said equipment if management determines that said equipment should not be used. In addition to instruction provided by CITY, ASSOCIATION shall also provide individual instruction to its members in the use of said equipment.

14. Manning on Certain Shifts. Both parties hereto recognize and agree that CITY has the exclusive management right to direct and control police department operations, including the right to make duty assignments as it sees fit. ASSOCIATION has nevertheless requested that each of the two duty shifts

between 12:00 noon and 4:00 a.m. of each day be manned by not less than two (2) officers. CITY agrees in principle with this request and will make a good-faith effort to have two (2) officers on duty during those shifts insofar as it is able to do so, recognizing that decisions in this regard will be affected by budget constraints, lack of available personnel due to a less than full staff complement, allowed absences for training, vacations, sick leave and other causes, and other circumstances that from time to time may prevent the assignment of a second officer. Officers so assigned may be regular officers, reserve officers, or supervisory personnel (other than the Chief of Police), as CITY shall determine.

15. Schedule Change

Management agrees to let officers know about schedule change one week ahead for planned vacation and compensation leave.

16. Probationary Period for New Officers.

Notwithstanding the provisions of Section 2.24.070 of the Municipal Code, newly hired officers shall be on probation for the period of eighteen (18) months from the date of hiring; provided, that for officers who at the time of hiring hold a valid basic certificate from P.O.S.T., the probationary period shall be one (1) year. Officers subject to the eighteen (18) months' probationary period shall nevertheless be eligible for a step increase in pay on the anniversary date of hiring in accordance with applicable personnel regulations of CITY.

17. Work Call-Backs. Police officers called back to work on a scheduled day off or for an emergency will be paid from the time the officer reports for duty (including any overtime earned pursuant to Paragraph 8 above). Court

appearances shall count as call-backs. There will be a minimum three (3) hours' payment for each emergency call-back and a minimum four (4) hours' payment for each court appearance call-back.

18. Temporary Assignments to Higher Positions. Any officer temporarily filling any position which has a higher classification shall be compensated at the first regular pay increment for that position above his or her salary at the time of appointment, commencing with the pay period next following appointment; provided, that this shall not apply to anyone temporarily assigned to perform the duties of the Chief of Police. Only the City Manager shall have authority to make any such temporary assignment. The temporary assignment shall be on an interim basis only, until the person regularly holding the position returns to duty or until his or her successor is selected to fill the position on a permanent basis; provided, that any person who serves in a position in a temporary capacity for a period of more than six (6) months shall automatically be appointed to that position on a permanent basis. A person temporarily serving in such higher position shall have an equal opportunity with others for appointment to the position on a permanent basis, but shall not have preference solely by reason of such temporary assignment. In no event shall the return of an officer to his or her regular position at the conclusion of such a temporary assignment be considered a demotion, or disciplinary in nature. The term "acting" in the title of any position shall denote a temporary assignment to that position.

19. Emergency Leave. A police officer will be granted the following emergency leave for a bonafide emergency

within his or her immediate family, to be deducted from his or her sick leave:

(a) For hospitalization of immediate family member due to a sudden and unexpected accident or illness of a life-threatening nature (3 days)

(b) For death of immediate family member (5 days)

The term "immediate family" means those closely related to the officer by blood, by adoption, or by marriage, and specifically include only the mother, the father, a grandparent, a son, a daughter, the husband, the wife, the brother and the sister of the officer, and the spouse of a son, daughter, brother or sister. The Chief of Police may, in his sole discretion, grant emergency leave in other cases where he deems it proper to do so.

20. Pistol Training. CITY shall pay the membership dues for each officer in the Monterey County Peace Officer Association, which will enable the officers to use the pistol range maintained by that organization. CITY also shall provide the Police Department with 6,000 rounds of ammunition for practice during each fiscal year.

21. Proficiency in Use of Firearms. All officers carrying firearms while on duty shall be required to be proficient in their use, such proficiency to be demonstrated by tests performed twice each year under the supervision of the Chief of Police. Time spent in taking such tests shall be on-duty time. The following penalties shall be imposed upon an officer who fails to qualify in any such test:

(a) Upon a first failure to qualify, the officer will be required to repeat the test during off-duty time

within one (1) month after the first test.

(b) Upon a second failure to qualify, the officer will be required to repeat the test during off-duty time within one (1) month after the second test, and Thirty Dollars (\$30.00) per month will be deducted from the officer's uniform maintenance allowance until such time as the officer qualifies or is dismissed under the provision of this paragraph.

(c) Upon failure to qualify within ninety (90) days after the first test, the officer will be dismissed.

22. Performance of Other Duties. No officer shall be required to perform duties outside of those which he or she regularly performs as a peace officer, unless in an emergency situation, or by prior mutual agreement. An emergency shall be deemed to exist when the performance of any such outside duty is essential to the preservation of the public peace, or the protection of life or property, and when there is no one else immediately available to perform the same. The Chief of Police shall make the determination as to whether or not such an emergency exists.

23. Attendance at ASSOCIATION Meetings. Police officers may attend meetings of ASSOCIATION while on duty and shall not be disciplined for doing so, provided (a) the meeting attended is an official meeting of ASSOCIATION, written notice of which has been given to the Chief of Police at least one (1) week in advance; (b) not more than two (2) hours of time is taken to attend the meeting; (c) not more than one (1) meeting per calendar month is attended; and (d) the officer responds when called to duty from such meeting.

24. Reserve Police Officer's Pay. Reserve officers working assigned duties will be paid for their services at the following hourly rate. Class II and Class III reserve officers, as defined by P.O.S.T., will be paid \$4.25 per hour. Class I reserve officers, as defined by P.O.S.T., will be paid \$5.50 per hour. Class I and Class II reserve officers shall be entitled to pay only when their presence is requested by the Chief of Police, the Police Captain or the City Manager.

25. Sick Leave. Sick leave may be accumulated by a police officer up to a maximum of ninety (90) days. Upon termination of employment, CITY shall compensate the officer for accumulated sick leave at his or her regular salary rate, as follows:

(a) In case of resignation or dismissal, up to but not exceeding fifteen (15) days - (120 hours).

(b) In case of retirement, up to but not exceeding thirty (30) days - (240 hours).

All officers taking four (4) days or less of sick leave in a calendar year shall have the option of converting twenty-five percent (25%) of the sick leave accumulated during the current calendar year to regular pay, at each officer's current rate of pay. All sick leave converted to pay shall be deducted from the sick leave records. The remaining sick leave shall accumulate in accordance with current practice. For sick leave in excess of one (1) day, CITY may require a doctor's certificate of disability; such a certificate may also be required when the day or days of sick leave taken or requested immediately precede, or immediately follow, the employee's regular days off, or a holiday. The cost of the first such certificate in

any calendar year shall be borne and paid by the officer; additional certificates required of the same officer in the same calendar year shall be paid for by CITY.

26. Dues Check-Off. While this MOU is in effect CITY will, upon receipt of written authorization from a police officer who is a member of ASSOCIATION, deduct from such officer's paycheck and forward to ASSOCIATION his membership dues in an amount specified in such authorization. Procedures for making these deductions shall be established by the City Manager. All other legal and required deductions shall have priority over membership dues. A member shall have the right to cancel such authorization at any time by giving written notice thereof to CITY. When the member has no earnings during a particular pay period, no dues shall be withheld from future earnings to cover that pay period. Dues deducted and paid to ASSOCIATION in error shall be refunded to CITY upon presentation of evidence of such error.

27. Reimbursement for Damaged Personal Items. CITY will reimburse officers for personal items damaged during the performance of their official duties subject to the following findings by the Chief of Police:

(a) The item was directly related to the officer's ability to perform his or her duties. Such items include watches, eye glasses, investigative aids, or any other item that the Chief of Police determines to be eligible for reimbursement.

(b) The item was damaged as a result of normal conduct of business and not as a result of negligence by the officer.

(c) The officer was performing his or her official duties at the time that damage occurred.

This provision shall not apply to lost items.

28. Deferred Compensation. CITY will provide a deferred compensation plan for its employees, including police officers. Participation in the plan shall be strictly voluntary.

29. Management Rights. ASSOCIATION agrees that it will meet and confer with CITY representatives, when requested to do so by CITY, for the purpose of amending Section 5 of the Employer-Employee Resolution of CITY (Resolution No. 1005), relating to management rights.

30. Management, Confidential and Supervisory Employees. Police officers holding the rank of sergeant or higher have been designated by CITY's municipal relations officer as management, confidential and supervisory employees. Therefore the provisions of this MOU shall not apply to said designated officers.

31. No Additional Meet and Confer Requirements. Although nothing herein contained shall preclude the parties hereto from mutually agreeing to do so, it is understood that neither party may require the other of them to meet and confer on any matter covered herein, except as otherwise provided in Paragraphs 5 and 28, or with respect to any other matter within the scope of representation, during the term hereof.

32. Entire Understanding Contained Herein. This MOU supersedes any and all other understandings, negotiations and agreements, either oral or in writing, between the parties hereto and represents the full and complete understanding of the parties with respect to the matters set forth herein, as well as

to all other matters subject to the meet and confer process under the Meyers-Miliias-Brown Act, during the period of time that this MOU remains in effect.

33. Term. This MOU shall be for the term commencing on the date of its execution and ending on June 30, 1994, at which time it shall terminate.

IN WITNESS WHEREOF, the said parties have executed this instrument this 12th day of July, 1993.

CITY OF SOLEDAD, a municipal corporation,

By: 

City Manager and Employer-Employee Relations Officer

SOLEDAD POLICE OFFICERS ASSOCIATION, an unincorporated public employee organization,

By: 

President

SIDE LETTER AGREEMENT
BETWEEN THE
THE CITY OF SOLEDAD
AND
SOLEDAD POLICE OFFICER'S ASSOCIATION

This letter will confirm an understanding reached between the City of Soledad, through City Manager Blair King, and the Soledad Police Officer's Association concerning employment of an eleventh permanent sworn officer

1 The City of Soledad has budgeted for employment of an eleventh (11th) sworn police officer for the 93/94 fiscal year

2 The City of Soledad agrees that during the 93/94 Fiscal Year, the budgeted sum referenced above will be used at an appropriate time, as determined by management, for the purpose of employing an eleventh (11th) sworn officer with the Soledad Police Department

3 Notwithstanding this agreement, management reserves the right to establish all applicable terms of employment of the eleventh officer, including but not limited to establishment of an appropriate probationary period, as well as the right to terminate the officer for just-cause at any time during the course of the officer's employment. Management also reserves the right to terminate any other currently employed Soledad Police officer for just-cause with the result being employment of a total of ten (10) sworn officers until such time that the employment of an additional sworn officer may be obtained

This side letter agreement shall be attached to and made a part of the Memorandum of Understanding between the City of Soledad and the Soledad Police Officer's Association

Steven A. Gray

Soledad Police Officer's Association

Date 7-12-93

Blair King
City Manager

Date 7/12/93