

RESOLUTION NO. 2447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
DETERMINING THE APPROPRIATIONS LIMITATION
FOR FISCAL YEAR 1995/1996 PURSUANT
TO ARTICLE XIII 'B' OF THE
CALIFORNIA CONSTITUTION

BE IT RESOLVED by the City Council of the City of Soledad that it hereby approves the following Appropriations Limitation for Fiscal Year 1995/1996:

| | |
|---|---------------------|
| - Fiscal Year 1994/1995 Appropriations Limitations established by Resolution No. 2377 | <u>\$ 4,159,534</u> |
| - Population Estimate/Department of Finance (January, 1995) | <u>\$ 15,635</u> |
| - Population Estimate/Department of Finance (January, 1994) | <u>\$ 15,406</u> |
| - Population Conversion Factor | 1.015 |
| - United States Consumer Price Index | <u>1.047</u> |
| - Cumulative Subtotal Factor | 1.063 |
| - Fiscal Year 1994/1995 Appropriations Limitation | <u>\$ 4,420,752</u> |

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of August, 1995, by the following vote:

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

NAYES. Councilmembers: None

RESCINDED BY

Reso. #2457

RESOLUTION NO. 2448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD CANCELLING THE REGULAR MEETINGS OF OCTOBER 23 AND DECEMBER 25, 1995

WHEREAS, the 97th Annual Conference of the League of California Cities to be held October 22 to 24 in San Francisco, California conflicts with the regular City Council and Redevelopment Agency meeting of October 23, 1995; and

WHEREAS, the City's 1995 Legal Holiday Schedule lists December 25, 1994 as a Christmas Holiday, authorizing City Hall be closed for business.

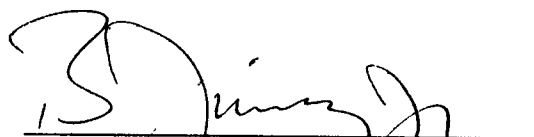
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOLEDAD DOES HEREBY RESOLVE to cancel its regular meetings scheduled for October 23, 1994 and December 25, 1995.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th of August, 1995, by the following vote:

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

NAYES, Councilmembers: None

ABSENT, Councilmembers: None



be enrolled in said health, accident, eye care and dental plan. The City shall contribute the full cost of coverage under said plan for the employee, and also up to \$200 permonth toward the cost of covering said employee dependents under said plan. If the employee is enrolled in the City's 401k Retirement Plan and has no dependents, the City shall contribute to the employee as other income 5.5% of salary or \$95.00, whichever is less, for the retirement plan in lieu of health, accident, eye care and dental benefits for dependents.

- E. In addition to compensation provided for in subparagraphs (A), (B), (C) and (D), the Community Service Officer and the Secretary to the Director of Public Safety/Police Chief shall each receive the sum of sixty (\$60) for uniform maintenance allowance.
- F. In addition to compensation provided for in subparagraphs A, B, C, D and E certain position authorized by the City Manager, will receive Fifty Dollars (\$50) per month Bilingual pay after passing a required test.
- G. Upon termination of employment, CITY shall compensate the regular Classified employees in good standing accumulated sick leave at his or her regular salary rate, as follows: In case of resignation or retirement up to but not exceeding fifteen (15) days - (120 Hours).

Section 2 COMPENSATION PLAN FOR SWORN POLICE OFFICERS.

Pursuant to the provisions of Section 2.24.030 of the Municipal Code, and a "Memorandum of Understanding", effective July 1, 1995 (via Resolution No. 2450), the following compensation plan is established for employees, who are hereby designated as sworn police employees of the City and represented by the Soledad Police Officers' Association, an employee bargaining unit recognized by the City of Soledad:

- A. Job titles, range positions authorized, and step schedule for sworn police officers shall be as set forth in the schedule hereunto attached marked "Exhibit C" and incorporated herein

the time interval hereunto attached "Exhibit F" and "Exhibit G" of the range and step schedule hereunto attached.

- C. In addition to the compensation provided for in subparagraphs (A) and (B) of this Section, a Mid-Management and Confidential employee shall be added to the roll of employees covered by the City's retirement plan on the first entry date provided for in said plan.

The City shall contribute 6.5% of the Mid-Management employee's salary to said plan, and the employee shall contribute 5.5% of his or her salary to the plan. Sworn Police Mid-Management shall be enrolled in PERS. The City will pay all of the employer's PERS contribution; the employee's contribution will be paid individually by each Mid-Management sworn police employee through payroll deduction.

- D. In addition to the compensation provided for in subparagraphs (A), (B) and (C) of this section, a Mid-Management and Confidential employee shall be added to the roll of employees covered by the City's health, accident, eye care and dental plan on the first entry date provided for in said plan, provided, that an employee may be enrolled in said health, accident, eye care and dental plan. The City shall contribute the full cost of coverage under said plan for the Mid-Management employee, and also up to two hundred dollars (\$200) per month toward the cost of covering said employee dependents under said plan. If the employee is enrolled in the City's 401k Retirement Plan and has no dependents, the City shall contribute to the employee as other income 5.5% of salary or \$95.00, whichever is less, for the retirement plan in lieu of health, accident, eye care and dental benefits for dependents.

- E. Upon termination of employment, CITY shall compensate Mid-Management and regular Confidential employee in good standing for accumulated sick leave at his or her regular salary rate, as follows: In case of resignation or retirement up to but not exceeding fifteen (15) days - (120 Hours).

Section 5. VACATION.

Each regular, full-time employee of the City shall be entitled to a vacation each year based upon length of service as follows:

- A. After continuous service of more than six (6) months but not more than three (3) years, up to ten (10) working days vacation each year, computed from the date of hiring at the rate of 6.67 hours per month. When it is impractical for any reason to schedule any vacation within any year, vacations may only be accumulated up to two (2) years but not to exceed twenty (20) days. Vacation will not be accumulated or accounted for over these limits.
- B. After continuous service of more than three (3) years but not more than ten (10) years, up to fifteen working days vacation each year, computed at the rate of ten (10) hours per month. When it is impractical for any reason to schedule any vacation within any year, vacations may only be accumulated up to two (2) years but not to exceed thirty (30) days. Vacation will not be accumulated or accounted for over these limits.
- C. After continuous service of more than ten (10) years but not more than fifteen (15) years, up to seventeen (17) working days vacation each year, computed at the rate of 11.333 hours per month. When it is impractical for any reason to schedule any vacation within any year, vacations may only be accumulated up to two (2) years but not to exceed thirty four (34) days. Vacation will not be accumulated or accounted for over these limits.
- D. After continuous service of more than fifteen (15) years, up to twenty (20) working days vacation each year, computed at the rate of 13.333 hours per month. Each regular, part-time employee of the City, except contractors retained by the City under a professional services agreement, whether paid a salary or a daily wage, shall be entitled to a vacation each year on the same basis, subject to the same minimum requirement for continuous service, except that the number of days of vacation time shall be proportionately reduced as

Section 9. SICK LEAVE USE REDUCTION INCENTIVE.

Only Classified, Confidential and Sworn Police Officer employees, excluding mid-management sworn police officers, who in the course of each calendar year use four (4) days or less of sick or emergency leave will have the option to convert 25% of the sick leave accumulated during that calendar year to regular pay at their current hourly rate. Sick leave so converted to pay shall be deducted from the cumulative total.

Section 10. OVERTIME-CLASSIFIED, SWORN POLICE EMPLOYEES, CONFIDENTIAL, SWORN POLICE MID-MANAGEMENT EMPLOYEES, AND MID-MANAGEMENT EMPLOYEES.

Time worked by a classified, sworn police, confidential, sworn police mid-management and mid-management employees in excess of forty (40) hours per week shall be overtime, for which the employee shall be paid at the rate of one and one-half (1-1/2) times his or her regular rate of pay.

Section 11. COMPENSATORY TIME-OFF CLASSIFIED, SWORN POLICE EMPLOYEES, CONFIDENTIAL, SWORN POLICE MID-MANAGEMENT EMPLOYEES AND MID-MANAGEMENT EMPLOYEES.

Classified, sworn police, confidential, sworn police mid-management and mid-management employees who work overtime may select and be credited with cash compensation at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each such hour of overtime worked. With the approval of the Department Manager, an employee may be credited with compensatory time off at the rate of one and one-half times for each hour of said overtime. Use of compensatory time off shall not interfere with the normal operation of the City. Use of compensatory time off shall not be denied by the Department Manager without reasonable cause. Compensatory time-off may be accumulated to a maximum of 48 hours. Any non-police employee working overtime such that the overtime worked if converted to compensatory time off would put his or her cumulative total at over 48 hours may only convert up to the 48 hours maximum and the remaining overtime will be compensated at the normal overtime rate. Sworn police employee may only accumulate up to eighty (80) hours. In case of termination or resignation, the City will pay compensatory time off.

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

NAYES, Councilmembers: None

ABSENT, Councilmembers: None

Ben Jimenez Jr.
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

Bwe
CITY CLERK OF THE CITY OF SOLEDAD

CITY OF SOLEDAD
FISCAL YEAR 1995/1996
PART TIME POSITIONS
SALARY RANGE SCHEDULE

RANGE

| | | |
|------------------------|---|-----------|
| 10 | Animal Control Worker | 1 |
| 11 | Taxi Driver (Trainee) | As Needed |
| 12 | Certified Taxi Driver (After Probation) | 2 |
| Total Positions | | 3 |

| <u>RANGE</u> | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|---------------------|----------------------|-------------------------------------|----------------------|----------------------|----------------------|
| 10 | 6.89 | 7.26 | 7.79 | 8.32 | 8.85 |
| 11 | 6.89 | (To be Certified Taxi Driver Range) | | | |
| 12 | ---- | 7.42 | 7.95 | 8.49 | 9.01 |

SEASONAL WORKER
FISCAL YEAR 1995/1996

CITY OF SOLEDAD
FISCAL YEAR 1995/1996

SALARY RANGE
CONFIDENTIAL AND MID-MANAGEMENT PERSONNEL

| <u>TITLE</u> | <u>RANGE</u> | <u>POSITIONS</u> |
|--|------------------------|------------------|
| Police Sergeant | 139 | 2 |
| Secretary to City Manager/ Word Processor Operator | 114 | 1 |
| Secretary to Director of Public Safety/Police Chief | 100 | 1 |
| | Total Positions | <u>4</u> |

CITY OF SOLEDAD
TIME INTERVALS - SALARY MERITS

Policy: The steps of each salary range will be interpreted and applied as follows:

Step 1 - Payable during probationary period. The first step is the minimum rate and shall normally be the hiring rate for the class. It is difficult to secure qualified personnel at the normal hiring rate, or a person of unusually high qualifications is available. The City Manager may hire at a higher step.

Step 2 - Payable after six (6) months of services at the "A" Step, and successful completion of probation.

Step 3 - Payable after one year of service at Step "2" and upon recommendation of the Department Manager and approval of the City Manager.

Step 4 - Payable after one year of service at Step "3" and upon recommendation of the Department Manager and approval of the City Manager, based on demonstrated standard or above performance.

Step 5 - Payable after one year of service at Step "4" and upon

| | | | | | |
|-----|-------|-------|-------|-------|-------|
| 63 | 1,347 | 1,408 | 1,471 | 1,537 | 1,606 |
| 64 | 1,360 | 1,421 | 1,485 | 1,552 | 1,622 |
| 65 | 1,374 | 1,436 | 1,501 | 1,569 | 1,640 |
| 66 | 1,388 | 1,450 | 1,515 | 1,583 | 1,654 |
| 67 | 1,402 | 1,466 | 1,532 | 1,601 | 1,673 |
| 68 | 1,416 | 1,480 | 1,547 | 1,617 | 1,690 |
| 69 | 1,430 | 1,494 | 1,561 | 1,631 | 1,704 |
| 70 | 1,444 | 1,509 | 1,577 | 1,648 | 1,722 |
| 71 | 1,458 | 1,524 | 1,593 | 1,665 | 1,740 |
| 72 | 1,473 | 1,540 | 1,609 | 1,681 | 1,757 |
| 73 | 1,488 | 1,555 | 1,625 | 1,698 | 1,774 |
| 74 | 1,503 | 1,571 | 1,642 | 1,716 | 1,792 |
| 75 | 1,518 | 1,586 | 1,657 | 1,732 | 1,810 |
| 76 | 1,533 | 1,602 | 1,675 | 1,750 | 1,827 |
| 77 | 1,548 | 1,618 | 1,691 | 1,767 | 1,847 |
| 78 | 1,563 | 1,633 | 1,706 | 1,783 | 1,863 |
| 79 | 1,579 | 1,650 | 1,724 | 1,802 | 1,883 |
| 80 | 1,595 | 1,667 | 1,742 | 1,820 | 1,902 |
| 81 | 1,611 | 1,684 | 1,760 | 1,839 | 1,922 |
| 82 | 1,626 | 1,700 | 1,777 | 1,857 | 1,941 |
| 83 | 1,643 | 1,717 | 1,794 | 1,874 | 1,958 |
| 84 | 1,659 | 1,734 | 1,812 | 1,894 | 1,979 |
| 85 | 1,676 | 1,751 | 1,830 | 1,912 | 1,998 |
| 86 | 1,693 | 1,769 | 1,849 | 1,932 | 2,019 |
| 87 | 1,710 | 1,786 | 1,866 | 1,949 | 2,039 |
| 88 | 1,727 | 1,804 | 1,885 | 1,970 | 2,059 |
| 89 | 1,744 | 1,822 | 1,904 | 1,990 | 2,080 |
| 90 | 1,761 | 1,840 | 1,923 | 2,010 | 2,100 |
| 91 | 1,779 | 1,859 | 1,943 | 2,030 | 2,121 |
| 92 | 1,797 | 1,878 | 1,963 | 2,051 | 2,143 |
| 93 | 1,815 | 1,897 | 1,982 | 2,071 | 2,164 |
| 94 | 1,833 | 1,915 | 2,001 | 2,091 | 2,185 |
| 95 | 1,851 | 1,934 | 2,021 | 2,112 | 2,207 |
| 96 | 1,870 | 1,954 | 2,042 | 2,134 | 2,230 |
| 97 | 1,889 | 1,974 | 2,061 | 2,156 | 2,253 |
| 98 | 1,908 | 1,994 | 2,084 | 2,178 | 2,276 |
| 99 | 1,927 | 2,014 | 2,105 | 2,200 | 2,299 |
| 100 | 1,946 | 2,034 | 2,126 | 2,222 | 2,322 |
| 101 | 1,965 | 2,053 | 2,145 | 2,242 | 2,343 |
| 102 | 1,985 | 2,074 | 2,167 | 2,265 | 2,367 |
| 103 | 2,005 | 2,095 | 2,189 | 2,288 | 2,391 |
| 104 | 2,025 | 2,116 | 2,211 | 2,311 | 2,415 |

| | | | | | |
|-----|-------|-------|-------|-------|-------|
| 165 | 3,714 | 3,881 | 4,056 | 4,239 | 4,430 |
| 166 | 3,751 | 3,920 | 4,096 | 4,280 | 4,473 |
| 167 | 3,789 | 3,960 | 4,138 | 4,324 | 4,519 |
| 168 | 3,827 | 3,999 | 4,179 | 4,367 | 4,564 |
| 169 | 3,865 | 4,039 | 4,221 | 4,411 | 4,610 |
| 170 | 3,904 | 4,080 | 4,264 | 4,456 | 4,657 |
| 171 | 3,943 | 4,120 | 4,305 | 4,499 | 4,701 |
| 172 | 3,982 | 4,161 | 4,348 | 4,544 | 4,748 |
| 173 | 4,022 | 4,203 | 4,392 | 4,590 | 4,796 |
| 174 | 4,062 | 4,245 | 4,436 | 4,636 | 4,845 |
| 175 | 4,103 | 4,288 | 4,481 | 4,683 | 4,894 |
| 176 | 4,144 | 4,330 | 4,525 | 4,729 | 4,942 |
| 177 | 4,185 | 4,373 | 4,570 | 4,776 | 4,991 |
| 178 | 4,227 | 4,417 | 4,616 | 4,824 | 5,041 |
| 179 | 4,269 | 4,461 | 4,662 | 4,872 | 5,091 |
| 180 | 4,312 | 4,506 | 4,709 | 4,921 | 5,142 |
| 181 | 4,355 | 4,551 | 4,756 | 4,970 | 5,194 |
| 182 | 4,399 | 4,597 | 4,804 | 5,020 | 5,246 |
| 183 | 4,443 | 4,643 | 4,852 | 5,070 | 5,298 |
| 184 | 4,487 | 4,689 | 4,900 | 5,121 | 5,351 |
| 185 | 4,532 | 4,736 | 4,949 | 5,172 | 5,404 |
| 186 | 4,557 | 4,783 | 4,998 | 5,223 | 5,458 |
| 187 | 4,623 | 4,831 | 5,048 | 5,275 | 5,512 |
| 188 | 4,669 | 4,879 | 5,099 | 5,328 | 5,568 |
| 189 | 4,716 | 4,928 | 5,150 | 5,382 | 5,624 |
| 190 | 4,763 | 4,977 | 5,201 | 5,435 | 5,680 |
| 191 | 4,811 | 5,028 | 5,254 | 5,490 | 5,737 |
| 192 | 4,859 | 5,078 | 5,307 | 5,546 | 5,796 |
| 193 | 4,908 | 5,129 | 5,360 | 5,601 | 5,853 |
| 194 | 4,957 | 5,180 | 5,413 | 5,657 | 5,912 |
| 195 | 5,007 | 5,232 | 5,467 | 5,713 | 5,970 |
| 196 | 5,057 | 5,285 | 5,523 | 5,772 | 6,032 |
| 197 | 5,108 | 5,338 | 5,578 | 5,829 | 6,091 |
| 198 | 5,159 | 5,391 | 5,634 | 5,888 | 6,153 |
| 199 | 5,211 | 5,446 | 5,691 | 5,947 | 6,215 |
| 200 | 5,263 | 5,500 | 5,748 | 6,007 | 6,277 |
| 201 | 5,316 | 5,555 | 5,805 | 6,066 | 6,339 |
| 202 | 5,369 | 5,611 | 5,863 | 6,127 | 6,403 |
| 203 | 5,423 | 5,667 | 5,922 | 6,188 | 6,466 |
| 204 | 5,477 | 5,723 | 5,981 | 6,250 | 6,531 |

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOLEDAD
AND THE
SOLEDAD POLICE OFFICERS ASSOCIATION**

THIS MEMORANDUM 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-Milias-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

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5. Career Incentive Pay...cont'd

- (a) Bilingual (Proficiency examination for oral and written conversational Spanish to be administered by CITY)
- (b) P O S T Intermediate Certificate, or
- (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, or
- (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 as assigned by the Director of Public Safety/Police Chief (limited to two (2) officers)
- (j) P O S T Certificate - Reserve Officer Coordinator duty as assigned by the Director of Public Safety/Police Chief

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7. Compensatory Time Off...cont'd

compensatory time off shall be scheduled by the Director of Public Safety/Police Chief. The decision of an officer to take compensatory time off in lieu of pay shall be irrevocable.

8. Overtime.

Time worked by a sworn police officer in excess of 40 hours in any week (i.e., seven (7) consecutive days) shall constitute over time and is 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 sworn 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, the CITY shall pay to each officer who has been scheduled to work at least 36 graveyard day shifts during the year, the sum of One

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12. Purchase of Uniforms...cont'd

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 Director of Public Safety/Chief of Police. All old uniforms and parts of uniforms, including footwear, shall be turned into the Director of Public Safety/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 also furnish each reserve officer with one uniform from this source.

13. Safety Equipment.

CITY will provide sworn police officers with all safety equipment as required by the laws of the State of California, and as outlined on "Exhibit 2". 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 Director of Public Safety/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.

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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 Director of Public Safety/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.

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(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 sworn 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.

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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 sworn officers for personal items damaged during the performance of their official duties subject to the following findings by the Director of Public Safety/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 Director of Public Safety/Chief of Police determines to be eligible for reimbursement.

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33. Sixth Step.

Upon recommendation of the Director of public Safety/Police Chief and approval from the City Manager, a sworn officer may be eligible for the Sixth Step as outlined in the City's Pay and Classification Plan as well as the Annual Salary and Compensation Resolution. An officer's eligibility is based upon an above average annual performance evaluation, a minimum of 7 (seven) years of employment as a City of Soledad police officer, and meeting at least 3 out of 7 criteria outlined on Exhibit 3

34. Term.

This MOU shall be for the term commencing on the date of its execution and ending on June 30, 1997, at which time it shall terminate

IN WITNESS WHEREOF, the said parties have executed this instrument this 28th day of August, 1995

CITY OF SOLEDAD, a municipal
Corporation,

SOLEDAD POLICE OFFICERS
ASSOCIATION, an unincorporated
public employee organization,

Exhibit 2

Memorandum of Understanding Between the City of Soledad and the Soledad Police Officers Association (SPOA)

List of Safety Equipment Provided by the City of Soledad

- Riot Helmet in each vehicle
- Body Armor known as a Bullet Proof Vest
- Mace
- Baton (pr-24 or straight handle baton)
- Flashlight
- Two sets of Handcuffs
- Belt
- Rain Coat and Rain Boots
- Ammunition
- Standard 40 millimeter Semi-Automatic Weapon*