

RESOLUTION NO. 4345

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOLEDAD
AND THE SOLEDAD POLICE OFFICERS ASSOCIATION BEGINNING JULY 1, 2008
AND ENDING JUNE 30, 2010**

WHEREAS, the Soledad Police Officers Association (SPOA) negotiated its last two-year contract with the City in 2006; and

WHEREAS, over the past year, the City met and conferred through its negotiator and reached tentative agreement with SPOA for the terms and conditions of employment for another two year agreement; and

WHEREAS, the tentative agreement reflects the values and goals of the City: incentivizing higher education and remaining competitive in the market to recruit and retain highly qualified personnel; and

WHEREAS, the Police Department has the funds in its 2008-2009 fiscal year budget to absorb the first year MOU cost of \$13,337, and will budget in fiscal year 2009-2010 for the \$9,797 cost of the MOU.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council hereby approves the Memorandum of Understanding between the City and the Soledad Police Officers Association, with an effective term from July 1, 2008 to June 30, 2010, that establishes their terms and conditions of employment, in the form of the document hereunto attached, and incorporated herein by reference, marked "Exhibit A."

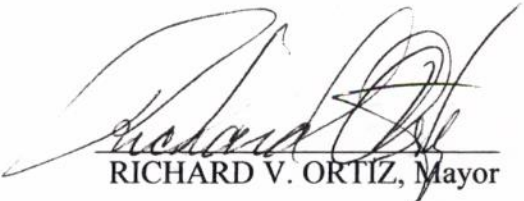
PASSED AND ADOPTED at a regular meeting duly held on the 4th day of March 2009, by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

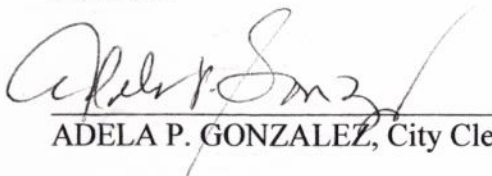
NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmember: None


RICHARD V. ORTIZ, Mayor

ATTEST:


ADELA P. GONZALEZ, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SOLEDAD

AND

SOLEDAD POLICE OFFICERS ASSOCIATION

July 1, 2008 – June 30, 2010



Exhibit "A"

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOLEDAD
AND
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. The Association has been formally recognized by the City as the majority representative of an employee representation unit consisting of 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 the Association and representatives of the 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 the 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 of the Government Code, the terms of which are as follows:

1. COMPENSATION.

The parties agree to reopen negotiations on scheduled wage increases and/or health benefit improvements or retirement costs, in the case that either the State of California and/or the United States significantly reduces its reimbursements and payments to the City, and/or if the City demonstrates with a factual showing that the condition of the local economy is such that these contractual obligations cannot be met in a sound and fiscally responsible manner.

2. SIXTH STEP.

Effective with the City Council ratification of this agreement, the sixth (6th) step shall be eliminated from the salary range. However, Police Officers who are receiving a sixth (6th) step on the date of ratification of this agreement by the City Council shall continue to receive the step as long as they remain in good standing in their present classification.

3. PERS RETIREMENT BENEFITS.

All Police Officers shall be enrolled in the Public Employees' Retirement System (PERS) under the 3% at 55 modified formula based on the thirty-six (36) highest paid consecutive months offered by said System. The City will pay all of the employer's share of PERS contributions. The employees shall pay 2% (two percent) of their mandatory contribution.

4. UNIFORM MAINTENANCE ALLOWANCE.

During the term of this MOU, the City will pay each Police Officer the sum of \$60.00 (sixty dollars) per month as a uniform maintenance allowance.

5. HEALTH, DENTAL AND EYE-CARE PLAN.

During the term of this agreement, City shall contribute the full cost of the premium under the current medical, dental and vision plan for all Police Officers and their dependents.

6. CAREER INCENTIVE PAY.

During the term of this agreement, the City will pay Police Officers who qualify an incentive pay as described below:

A. Bilingual Pay.

\$150 (one hundred fifty) per month for Bilingual Skills, the proficiency examination for oral and written conversational Spanish shall be administered by an accredited institution of higher learning (Community College or higher).

B. Field Training Officer Pay.

As assigned by the Police Chief and limited to four (4) employees. During the period when an employee is assigned FTO duties, the employee shall receive two and one half percent (2 ½%) per month the employee's base rate of pay.

C. School Resource Officer and Other Special Assignments.

- i. As determined by the Police Chief, eligible employees will receive a monthly stipend of \$150 (one hundred fifty) per month.
- ii. Effective with the City Council ratification of this agreement, Medical Responder Pay and Substance Abuse Detection Pay shall be eliminated.

D. College Degree.

An Associate Degree is worth 2½% (two and one-half percent) of the employee's base rate of pay per month. A Bachelors Degree or a higher level graduate degree (Masters or

Doctorate) is worth an additional 3½% percent (three and one-half percent) of the employee's base rate of pay per month, for a total of 6% (six percent).

E. Post Certification.

- i. Effective with the City Council ratification of this agreement, Police Officers who attain a POST Basic Certificate shall be awarded a one-time payment of \$250 (two hundred and fifty dollars) upon achievement. Employees who attain a POST Intermediate Certificate shall be awarded a one-time payment of \$500 (five hundred dollars) upon achievement. Employees who attain a POST Advanced Certificate shall be awarded a one-time payment of \$750 (seven hundred and fifty dollars) upon achievement.
- ii. Employees receiving a 2 ½% incentive pay for the POST Intermediate Certificate or 5% for the POST Advanced Certificate on the date of ratification by the City Council shall continue to receive the respective incentive. However, such employees may not receive both a POST incentive and an educational achievement incentive as described in E.(i.) above.

7. TUITION REIMBURSEMENT.

Police Officers shall be entitled to reimbursement for the costs of tuition for job related higher education as described in the City of Soledad Personnel Policy Manual. The maximum reimbursement for each qualifying Police Officer shall be 50% (fifty percent) of qualified costs for approved courses (books, tuition and fees) up to maximum of \$1,500 (fifteen hundred dollars) per fiscal year, or \$750 (seven hundred-fifty dollars) per semester, or \$500 (five hundred dollars) per quarter.

8. ASSIGNMENTS.

- A. Assignments shall be made by the City from among qualified Police Officers. Subject to the City's management right to make duty assignments as it deems necessary or proper, the parties recognize that decisions in this regard will be affected by budget constraints (a "meet and confer" item). If the unavailability of qualified Police Officers due to lack of a full staff complement, training, vacations, sick leave and other allowed absences, and other unforeseen circumstances, the City will make a good-faith effort to keep each assigned position filled with a qualified Police Officer at all times during the term of this agreement.
- B. Such assignments will be rotated among qualified Police Officers on a minimum of nine (9) to twelve (12) months basis. In this regard it is understood and agreed that there shall be no seniority rights among Police Officers with respect to such assignments, that no Police Officer shall be deemed to have acquired a permanent or vested right to any such assignment through tenure, and that an employee's assignment to any such duty shall not be deemed a promotion, nor shall his or her detachment from such duty be deemed a demotion or punitive in nature.

9. HOLIDAYS.

- A. During the term of this MOU, Police Officers shall be entitled to the eleven (11) eight (8) hour paid holidays, and one (1) eight-hour paid floating holiday, which are provided to all other employees of the City. The City Council approves the list of holidays each year under separate resolution.
- B. Under its management rights, the City may require Police Officers to work on a designated holiday, in which case eight hours time off may be taken in lieu of pay for the twelve hours worked on the full holiday shift. Said eight hours time off shall be taken within thirty (30) days after it is earned. If management cannot schedule such time off within said thirty day period, the employee shall receive eight hours pay, at his or her regular rate of pay, in lieu of holiday time off.

10. COMPENSATORY TIME OFF.

- A. Compensatory time off will be allowed in lieu of pay for overtime work. Not more than eighty (80) hours thereof may be accumulated at any time and will be paid upon termination or resignation. All compensatory time off shall be scheduled by the Police Chief. The decision of a Police Officer to take compensatory time off in lieu of pay shall be irrevocable.
- B. A Police Officer may elect to cash in a maximum of forty (40) accumulated compensatory hours once a year with approval of the City Manager. It is the responsibility of each Police Officer to notify the Chief of Police prior to preparation of the annual budget of his or her intention of cashing in the forty (40) hours so that it may be budgeted as appropriate.

11. OVERTIME.

Under the Fair Labor Standards Act Section 207(k) exemption for law enforcement, overtime is compensable after one hundred seventy-one (171) hours in a twenty-eight (28) day cycle. Notwithstanding said provision, the City provides overtime compensation based on hours worked in excess of one hundred sixty (160) hours in a 28 day cycle. Time worked by a Police Officer in excess of 160 hours in a 28 day period shall constitute MOU overtime and is compensable at the rate of one and one half (1 ½) times the employee's regular rate of pay. If an employee works eight (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 employee during a 28 day work cycle shall be treated as work time. Court time shall be compensable at the overtime rate when it is determined the 160 hours is or has been met within the present work cycle.

12. 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 employees. Each December during the term of this MOU, the City

shall pay to each employee who has been scheduled to work at least thirty-six (36) graveyard day shifts during the year, the sum of \$250 (two hundred and fifty dollars), which shall be in addition to all other compensation to which the employee is entitled under this agreement. Typically, the graveyard shift is scheduled from 7:00 pm to 7:00 am.

13. MEAL AND REST PERIODS.

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 six (6) hours of the shift and the other rest period shall be taken during the second six hours of the shift. In case of immediate need, an employee 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 paid working time.

14. MEDICAL AND PHYSICAL AGILITY EXAMINATIONS.

- A. The City requires all Police Officers to submit to an annual medical examination and an annual physical agility test. The annual medical examination shall include a vaccination for tuberculosis which is to be completed no later than the employee's annual anniversary of employment. Said examination shall be performed by a physician designated by the City, the cost of which shall also be paid by the City.
- B. The annual physical agility test will be developed, approved, and administered by the Police Chief. The test will be undertaken as on-duty time. Each Police Officer who successfully passes the annual physical agility test shall receive a one-time stipend of \$150 (one hundred and fifty dollars). An employee who fails such test shall not be eligible for the stipend until the following year when the test is administered again.
- C. The Police Chief, at any time when performance is in question and there is just cause, also retains the discretion to require any Police Officer to undergo appropriate testing, including but not limited to psychological evaluation and physical agility tests, so as to ensure that all employees meet the performance standards established in the job description and specifications for Soledad Police Officer.

15. HEALTH CLUB MEMBERSHIP.

Each Police Officer will be granted an additional stipend of \$15 (fifteen dollars) per month for health club membership. This stipend is at the discretion of the City Manager upon submittal of a signed annual membership contract or a receipt for such membership to the City. Said compensation will be included in the first payroll check following membership verification.

16. PURCHASE OF UNIFORMS.

- A. The 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 the City, except that once each year, on the employee's

anniversary date of employment, the City shall provide each employee with two (2) pairs of pants and two (2) shirts.

- B. Purchases shall be made by purchase orders signed by the City Manager upon the recommendation of the Police Chief. All old uniforms and parts of uniforms, including footwear, shall be turned into the Police Chief at the time of replacement, or at the time of separation from service. The City shall determine the type of uniform to be worn and the source of supply.

17. SAFETY EQUIPMENT.

- A. The City will provide Police Officers with all safety equipment as required by the laws of the State of California, and as outlined in Exhibit 1. It is required that each employee wears and/or utilizes the safety equipment as appropriate while on duty. Each employee is also required to wear the body armor (bulletproof vest) as provided by the City unless authorized by the Police Chief.
- B. Existing safety equipment will be replaced at the City's expense as items become unserviceable or lost. Necessity for such replacement in each case shall be determined by the Police Chief. SR5000 equipment will be provided to Police 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 the City, the Association shall also provide individual instruction to its members in the use of said equipment.

18. STAFFING ON CERTAIN SHIFTS.

- A. Both parties hereto recognize and agree that the City has the exclusive management right to direct and control Police Department operations, including the right to make duty assignments as it sees fit.
- B. The City agrees in principle it will make a good-faith effort to have two (2) Police Officers on duty during all 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 Police Officer. Personnel so assigned may be regular Police Officers, reserve officers, or supervisory personnel (other than the Police Chief), as the City shall determine.

19. SCHEDULE CHANGES.

Management agrees to inform Police Officers about schedule changes one (1) week ahead for planned vacation or compensatory leave.

20. ALTERNATIVE WORK SCHEDULE.

- A. Both parties hereto recognize and agree that the City has the exclusive management right

to direct, control, and implement Police Department work schedules. Work schedules may include 8-40, 9-80, 4-10, or a twelve (12) hour work day. Police Officers assigned by the Police Chief to special assignments such as School Resource, and other special assignments as designated by the Police Chief, may be excluded from certain work schedule shifts.

- B. The twelve (12) hour work schedule shall be a 207(k) plan pursuant to the provisions of the Fair Labor Standards Act. Police Officers assigned to work a 12 hour shift will be scheduled to work (13) thirteen, 12 hour shifts in a twenty-eight (28) day work cycle. These described shifts (13 shifts x 12 hours) will result in employees working one hundred fifty-six (156) hours in each cycle, four (4) hours less than the one hundred sixty (160) hours employees are currently working and receiving commensurate compensation. In order for employees to receive equivalent compensation, each employee assigned to the 12 hour shift will need to make up 4 hours each work cycle to meet the standard 160 hour work cycle expectation. The 4 hour make-up may be satisfied through authorized call-back, court appearances, training, or any other functions previously approved by management and established to be within the course and scope of a Police Officer's duties. Employees will only receive compensation for a maximum of 4 make-up hours, or portion thereof, worked during the work cycle in which such hours would normally accrue.
- C. If for any reason, including but not limited to budget or personnel constraints an alternative work schedule becomes ineffective or inefficient in accomplishing the City's and Police Department's goals, the City has the exclusive management right to return to any other previously approved work schedule upon the provision of reasonable notice. Prior to implementation of the new schedule, and upon request, the Association will be given an opportunity to meet with the City and express concerns, if any, regarding the impact of changes. The City agrees to take Association's concerns into consideration in making schedule changes.

21. PROBATIONARY PERIOD FOR NEW SWORN OFFICERS.

- A. Newly hired Police Officers shall serve a probation period of eighteen (18) months from the date of hire. As a prerequisite to hiring, all Police Officers must hold a valid graduation certificate from a P.O.S.T. approved basic law enforcement academy.
- B. Each newly hired employee shall begin employment at Step One of the pay range assigned to the Police Officer job classification in the City's Compensation and Benefit Plan. Newly hired Police Officers hired by lateral transfer from another department may, upon the recommendation of the Police Chief and approval of the City Manager, be appointed to a higher step.
- C. Upon successful completion of the eighteen (18) month probationary period, a performance evaluation, and recommendation by the Police Chief, the City Manager may grant a step increase based on merit.

22. WORK CALL-BACKS.

- A. Police Officers called back to work on a scheduled day off or for an emergency will be paid from the time the employee reports for duty (including any overtime earned pursuant to Section 10. of this MOU). Court appearances shall count as call-backs. There will be a minimum of three (3) hours pay for each emergency call-back and a minimum of four (4) hours payment for each court appearance call-back.
- B. In the case of emergencies or civil disasters it shall be the responsibility of each Police Officer to immediately contact the department to determine what deployment may be required, and to proceed as directed. Compensation for employees returning to work during emergencies or civil disasters is described above.
- C. For purposes of this provision, civil disaster and emergency is defined as the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a county, City and county, or City, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, volcanic prediction, or an earthquake.

23. TEMPORARY ASSIGNMENTS TO HIGHER POSITIONS.

- A. Any Police Officer temporarily filling a position which has a higher classification shall be compensated at the first step in the range for that position above his or her salary at the time of appointment, commencing with the pay period next following appointment.
- B. 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 employee 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. An employee 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.
- C. 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.

24. EMERGENCY LEAVE.

- A. A Police Officer will be granted emergency leave for a bona fide emergency within his or her immediate family, to be deducted from his or her sick leave. For hospitalization of an immediate family member due to a sudden and unexpected accident or illness of a life-threatening nature, up to three (3) consecutive work days. Time off for death of immediate family member for up to three (3) consecutive work days will be granted without deduction from sick leave accruals
- B. The term "immediate family" means those closely related to the employee blood, by adoption, or marriage, and specifically include only the mother, the father, a grandparent,

mother or father in-law, son, daughter, husband, wife, brother or the sister of the employee, and the spouse of a son, daughter, brother or sister.

- C. It is the sole discretion of the Police Chief to grant emergency leave in other cases where he deems it proper to do so. Notwithstanding this language, nothing contained in this provision shall be construed as a limitation, restriction or abridgement of an employee's rights pursuant to the state or federal family leave laws.

25. FIREARMS TRAINING.

The City shall pay the membership dues for each Police Officer in the Monterey County Peace Officers Association, which will enable the employees to use the firearms range maintained by that organization. The City also shall provide the Police Department with sufficient rounds to qualify three (3) times per year.

26. PROFICIENCY IN USE OF FIREARMS.

- A. All Police Officers carrying firearms while on duty shall be required to be proficient in their use. Proficiency is to be demonstrated by tests performed twice each year under the supervision of the Police Chief or designee. The Range Master with approval of the Police Chief will determine the proficiency rating for each scenario included in the qualifications test. Time spent by employees in taking the two (2) required proficiency tests shall be on-duty time and the City will provide the ammunition.
- B. The following penalties shall be imposed upon a Police Officer who fails to qualify in any such test:
- i. Upon a first failure to qualify, the employee will be required to repeat the test during off duty time within one (1) week after the first test.
 - ii. Upon a second failure to qualify, the employee will be required to repeat the test during off-duty time within one (1) week after the second test.
 - iii. Failure to qualify within thirty (30) days after the first test the employee will have established cause for dismissal under the City's disciplinary policy.
- C. It is also highly recommended to assure employee safety, that each Police Officer consider two (2) additional qualifications each year. These qualifications are voluntary on the part of the employee. The Range Master must be present and will conduct the qualifications. The City shall provide the ammunition for the remaining two tests. Each employee shall use their own accrued leave time should they choose to participate.

27. PERFORMANCE OF OTHER DUTIES.

No Police 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 Police Chief shall make the determination as to whether or not such an emergency exists.

28. ATTENDANCE AT ASSOCIATION MEETINGS.

Police Officers may attend meetings of the Association while on duty and shall not be disciplined for doing so, provided:

- A. The meeting attended is an official meeting of the Association, written notice of which has been given to the Police Chief 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 employee responds when called to duty from such meeting.

29. VACATION.

A. Police Officers begin accruing vacation leave on the date of hire, but may not begin using accrued vacation leave until completion of twelve (12) months of continuous service.

B. Depending upon continuous length of service, the monthly accrual for each employee is:

Length of Service	Biweekly Accrual	Monthly Accrual
0 -36 months	3.08	6.67
37 – 120 months	4.62	10.00
121 – 180 months	5.23	11.33
181 months and more	6.15	13.33

C. The maximum vacation an employee may accrue is twice the employee’s annual accrual, based upon continuous service.

30. SICK LEAVE.

A. Sick leave may be accumulated by a Police Officer up to a maximum of ninety (90) days or seven hundred twenty (720) hours. Employees may utilize accrued sick leave for purposes as authorized by City policy, state and federal law after completion of six (6) months of continuous City service.

B. Upon termination of employment, the City shall compensate the employee for accumulated sick leave at his or her regular rate of pay, as follows:

- i. In the case of resignation or dismissal, the employee can cash out up to but not exceeding fifteen (15) days (120 hours).
 - ii. In the case of retirement, the employee can cash out up to but not exceeding thirty (30) days (240 hours).
- C. All employees taking four (4) days or less of sick leave in a calendar year shall have the option of converting twenty-five per cent (25%) of the sick leave accumulated during the current calendar year to regular pay, at each employee's current regular rate of pay. All sick leave converted to pay shall be deducted from the sick leave accrual records. The remaining sick leave shall accumulate in accordance with current practice.
- D. For sick leave in excess of two (2) twelve hour work days, the 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 employee; additional certificates required of the same employee in the same calendar year shall be paid for by the City.
- E. Notwithstanding this language, nothing contained in this provision shall be construed as a limitation, restriction or abridgement of an employee's rights pursuant to state or federal family leave laws.

31. FAMILY AND MEDICAL LEAVE

In accordance with City of Soledad Personnel Policy No. 324, all Police Officers shall be entitled to leave rights in accordance with the Federal Family Medical Leave Act and other federal and state laws. A copy of Policy No. 324 is attached hereto as Exhibit 3.

32. DUES CHECK-OFF.

- A. While this MOU is in effect the City will, upon receipt of written authorization from a Police Officer who is a member of the Association, deduct from such employee's paycheck and forward to the Association his or her 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.
- B. An employee shall have the right to cancel such authorization at any time by giving written notice thereof to the City. When the employee 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 the Association in error shall be refunded to the City upon presentation of evidence of such error.

33. REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS.

The CITY will reimburse Police Officers for personal items damaged during the performance of their official duties subject to the final findings of the Police Chief, according to the following:

- A. The item was directly related to the employee's ability to perform his or her duties. Such items include watches, eyeglasses, investigative aids, or any other item that the Police Chief 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 employee.
- C. The employee was performing his or her official duties at the time the damage occurred.
- D. The City's liability for the reimbursement of any item(s) described above shall not exceed a total of \$100 (one hundred dollars) for any incident, and shall not exceed \$250 (two hundred fifty dollars) for prescription sun glasses annually.

This provision shall not apply to lost items.

34. DEFERRED COMPENSATION.

The City will provide a deferred compensation plan for its employees, including Police Officers. Participation in the plan shall be strictly voluntary.

35. RANDOM DRUG TESTING

All represented employees shall be subject to annual random mandatory drug testing. The program details are attached hereto as Exhibit 2.

36. MANAGEMENT RIGHTS.

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

37. 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 this MOU, or with respect to any other matter within the scope of representation, during the term hereof.

38. 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-Milias-Brown Act, during the period of time that this MOU remains in effect.

39. TERM.

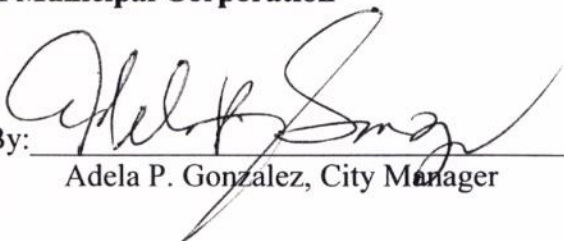
This MOU shall be for the term commencing on the date of its execution and ending on June 30, 2010 at which time it shall terminate.

IN WITNESS WHEREOF, the said parties have executed this instrument this 4th day of March 2009.

SOLEDAD POLICE OFFICERS ASSOCIATION, an Unincorporated Public Employee Organization

By: 
Officer Rodrigo Olguin, SPOA President

**CITY OF SOLEDAD,
A Municipal Corporation**

By: 
Adela P. Gonzalez, City Manager

APPROVED AS TO FORM:

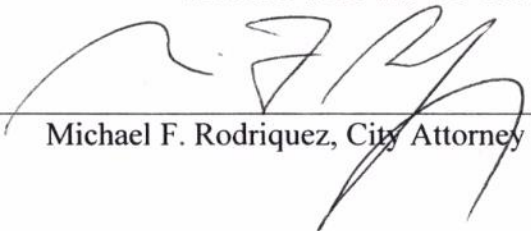

Michael F. Rodriguez, City Attorney

EXHIBIT 1

LIST OF SAFETY EQUIPMENT PROVIDED BY THE CITY OF SOLEDAD

- Riot Helmet in each vehicle
- Body Armor known as a Bullet Proof Vest
- O.C – Chemical Agent
- Baton (pr-24 or straight handle baton)
- Flashlight
- Two sets of Handcuffs
- Belt
- Rain Coat and Rain Boots
- Ammunition
- Standard .45 millimeter Semi-Automatic Weapon

EXHIBIT 2

RANDOM CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

Purpose of Testing

The City of Soledad has a paramount interest, legal responsibility and management obligation to ensure the safety of the public it serves and to provide a safe working environment for its employees. It is imperative that its law enforcement personnel remain free of controlled substances and alcohol in order to perform their job functions safely.

The following random controlled substance and alcohol testing policy will augment the City's Drug Free Workplace Policy. All employees are required to comply with the Drug Free Workplace Policy. In addition, the employees specified below will be subject to random controlled substance and alcohol testing.

Controlled Substance and Alcohol Testing Policy

- A. Because of the safety-sensitive nature of police work, the City may conduct random controlled substance and alcohol testing of the following covered employees:
 - 1. Those employees in primary law enforcement who, in the regular course of their duties, are issued or given access to firearms for use on a daily or weekly basis;
 - 2. Those employees in primary law enforcement positions who are in direct contact with prisoners on a daily or weekly basis.
- B. An employee shall be subject to testing only while on duty.
- C. Selection of employees for testing shall be made by the following process: The City shall compile a list of all covered employees. A slip for each covered employee will be placed in both of two separate receptacles, one maintained by the City Manager and one maintained by the Police Chief. The City Manager or Chief will thereafter select slips from each other's receptacle, the draw-receptacle to be determined by coin-toss, to determine the covered employee subject to random testing. Subjective factors may not play a role in the selection, i.e., no employee may be selected as a result of the exercise of discretion by the City. The City Manager and Police Chief will be responsible for assuring that each receptacle contains the names of all covered employees at the time of selection.
- D. The City will conduct random alcohol testing at a minimum rate of 75% of the covered employees per year, and random controlled substance testing at the rate of 100% of the covered employees per year. Some employees may be tested for controlled substances or alcohol more than once a year, while others may be tested only once a year, depending on the random selection process. No employee shall be tested more than three times in total in a calendar year.

- E. Random controlled substance and alcohol testing should be reasonably spread throughout the year. Random testing shall ensure to the maximum extent practicable that each covered employee shall perceive the possibility of a random test any day the employee reports to work.
- F. Notice of an employee's selection shall not be provided until the duty tour in which testing is to be conducted, and then only so far in advance as is reasonably necessary to ensure the employee's presence at the time and place set for testing.
- G. Each time a covered employee is notified for random drug or alcohol testing, the employee will be informed that selection was made on a random basis.
- H. The City shall pay directly or reimburse for any employee expense to test a sample at an agreed laboratory.

Substances For Which Testing Will Be Performed

In conformance with current City policy.

Consent

Before a random controlled substance or alcohol test is administered, a covered employee will be asked to sign a consent form authorizing the test and permitting release of test results to the Police Chief and City Manager. The consent form shall provide space for covered employees to acknowledge that they have been notified of the City's "Random Controlled Substance and Alcohol Testing Policy" and to indicate current or recent use of prescription or over the counter medication.

The consent form shall also set forth the following information:

1. The procedure for confirming an initial positive result;
2. The consequences of a confirmed positive test result;
3. The right to explain a confirmed positive test result; and
4. The consequences of refusing to undergo a controlled substance and/or alcohol test.

Refusal to Consent

A covered employee who refuses to consent to a random controlled substance and/or alcohol test when selected for such testing is subject to disciplinary action up to and including termination. The City may consider the reason for refusing to submit to testing in determining the appropriate disciplinary action.

Testing Procedure

The testing policy incorporated in current City policy shall be used for random controlled substance and alcohol testing.

Consequences of a Confirmed Positive Result

If a covered employee's positive test result has been confirmed, the employee is subject to disciplinary action in accordance with the City's disciplinary procedures, up to and including termination.

EXHIBIT 3

CITY OF SOLEDAD PERSONNEL POLICY NO. 324

PURPOSE: To enable employees to receive up to twelve (12) weeks away from work within any twelve months to attend specified family and medical needs with job protection and no loss of accumulated service.

SCOPE: This policy applies to all employees who have worked for this City for at least twelve months and worked at least 1,250 hours during the twelve months preceding the leave.

POLICY: Eligible employees may be granted up to twelve (12) weeks of unpaid leave per year for: Newborn or newly adopted children.

Eligible employees may request an unpaid leave of absence to provide care for a child following the child's birth, adoption, or foster placement in the employee's home. This leave must be taken within a year after the child is born, adopted or placed in the employee's home.

Illness of a family member: Employees may request an unpaid leave of absence to provide care for a child, parent, brother, sister or spouse that has a serious health condition.

Illness of an employee: Employees may also request an unpaid leave of absence if they are unable to work due to their own serious health condition.

Earned vacation and sick leave benefits may be used prior to commencement of the unpaid family and medical leave of absence. No loss of seniority may occur while the employee is on this leave of absence.

Any employee taking leave pursuant to this section shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to unpaid leave taken for any purpose other than family care. The City may require the employee to pay premiums, at the established group rate, during the period of leave not covered by any accrued vacation or other accrued time off. However, the nonpayment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. In some instances, City may choose to pay employee's share of premiums in order to insure full benefits, although City is entitled to recover such monies once employee returns to work.

DEFINITIONS:

- A. Child. Anyone under 18 years that is the employee's biological, adopted, or foster child, stepchild, legal ward, or an adult legally dependent child. This may also include a child for whom the employee has day-to-day responsibility.
- B. Brother. Biological, foster or adoptive brother, stepbrother, legal guardians, but does not include brothers-in-law.

- C. Sister. Biological, foster or adoptive sister, stepsister, legal guardians, but does not include sister-in-law.
- D. Parent. Biological, foster or adoptive parents, stepparents, legal guardians, or someone who plays or has played the role of parent, but does not include parents-in-law.
- E. Spouse. A legal marital relationship.
- F. Serious Health Condition. An illness, injury, impairment, or physical or mental condition serious enough to warrant the participation of a family member to provide care during a period of treatment or supervision and which involves hospitalization, in-patient care in a residential health care facility, continuing treatment or supervision by a health care provider. The City may require appropriate medical certification before a leave is granted. In some instances, a second or third medical opinion may also be required.

PROCEDURE

A. Application and Commencement.

- 1. A Family and Medical Leave of Absence form must be completed requesting family and medical leave of absence and submitted to the Supervisor and/or Department Manager thirty days prior to commencement date, except where medical conditions make such a requirement impossible.
- 2. When the leave is to care for a sick child, parent or spouse, the requesting employee must submit a letter signed by a physician that states: (a) the date the illness or condition began; (b) the probable duration of the condition; (c) the estimated time the employee may need to care for the family member; and (d) a statement that the illness or condition requires the participation of a family member.
- 3. When the leave is for planned medical treatment, the employee must attempt where possible to schedule the treatment so as not to disrupt City operations.
- 4. When the leave is for the employee, the employee must submit appropriate medical certification.

B. Reinstatement

- 1. Upon return from a family and medical leave of absence, the employee may be reinstated in the following priority of job classification reassignment:

First: prior job classification if available.
Next: a comparable job classification for which the employee is qualified.
- 2. Employees on leave must notify their Supervisor and/or Department Manager at least two weeks prior to end of leave to inform the City of availability to return to work. The City may require appropriate medical certification before an employee returns to work.

3. An employee's failure to return from leave, or failure to contact his or her immediate Supervisor and/or Department Manager or Human Resource Officer on the scheduled date of return, may be considered a voluntary resignation.

USE OF SICK LEAVE TO CARE FOR MEMBERS OF IMMEDIATE FAMILY.

Notwithstanding policy statements or language to the contrary set forth in this or other policies, in any in any calendar year, an employee may use accrued and available sick leave, in an amount up to that which would be accrued during six months at the employee's then current rate of sic leave accrual, to attend to the illness of the employee's child (biological, foster or adopted child, stepchild, legal ward, or a child of an employee standing in loco parentis), parent (biological foster, or adoptive parent, step parent or legal guardian) or spouse (by way of legal martial relationship or other relationship, which in the City Manager's judgment, is characterized by the permanence, duration and stability normally associated with marriage).

All conditions and restrictions established by this policy for the use of sick leave, including but not limited to the maintenance of contact and physician's certification requirements set forth in Sections IV. and V. shall apply to the use of sick leave to attend to the illness of an employee's child, parent or spouse.

Use of sick leave pursuant to this section shall not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal

Family and Medical Leave Act of 1993. City expressly agrees that it will not deny an employee the right to use sick leave in accordance with this Section, or discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using or attempting to exercise the right to use sick leave in a manner set forth herein.

For purposes of record keeping employees are required to indicate on timecards "FL" when use of family sick leave is taken. When an employee uses sick leave other than family sick leave an "S" is required to be indicated on the timecard.