

RESOLUTION NO. 5121

**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, 2015 AND ENDING JUNE 30, 2017**

WHEREAS, the Memorandum of Understanding, "MOU" between the City and the Soledad Police Officers Association (SPOA) expired on June 30, 2015; and

WHEREAS, over the past four months, the City and SPOA representatives have met-and-conferred in good faith and reached an agreement for a successor MOU; and

WHEREAS, on August 26, 2015, SPOA representatives and unit members met and ratified the tentative agreements.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Soledad hereby approves the Memorandum of Understanding between the City and the Soledad Police Officers Association for the period July 1, 2015 through June 30, 2017, and all attachments 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 2nd day of September 2015, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Richard Perez

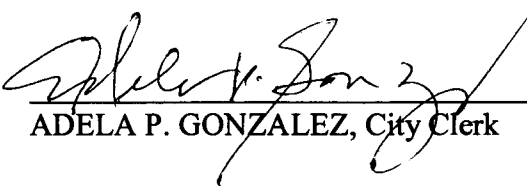
NOES, Councilmembers: None

ABSENT, Councilmembers: Fred J. Ledesma

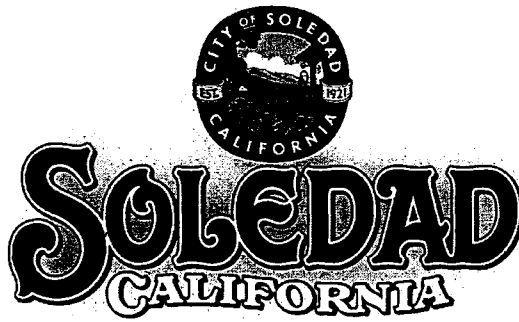
ABSTAIN, Councilmembers: None


FRED J. LEDESMA, Mayor

ATTEST:


ADELA P. GONZALEZ, City Clerk





MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SOLEDAD

AND

SOLEDAD POLICE OFFICERS ASSOCIATION

July 1, 2015 – June 30, 2017

**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. The ASSOCIATION has been formally recognized by the CITY as the majority representative of an employee representation unit consisting of Police Officers and Police Sergeants, pursuant to the provisions of the Employee Relations Policy of the CITY of Soledad.

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 and Police Sergeants, who are Unit 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

Compensation levels are as set forth in the Salary Schedule attached hereto as **Appendix A**.

The parties acknowledge that they agreed to a 22.118% wage reduction in the August 22, 2012 side letter between the CITY and the ASSOCIATION. Effective August 31, 2013, eight percent (8%) of the 22.118% reduction was restored to the salaries of all members.

Effective August 30, 2014, an additional four percent (4%) of the 22.118% reduction was restored to the salaries of all members.

Effective August 30, 2014, or as soon thereafter as administratively possible, members contributed an additional three percent (3%) to their PERS pension plans, as detailed in section 3 of this MOU.

Effective August 29, 2015, an additional four percent (4%) of the 22.118% reduction shall be restored to the salaries of all members.

Effective August 27, 2016, the remaining 3.118% of the 22.118% of the reduction shall be restored to the salaries of all members. At this time, the entire 22.118% reduction shall have been restored.

2. Sixth Step

Effective July 1, 2008, the sixth (6th) step was eliminated from the salary range. However, Police Officers who were receiving a sixth (6th) step on July 1, 2008 shall continue receiving the step as long as they remain in good standing in their present classification.

3. PERS Retirement Benefits

All Unit Members shall be enrolled in the California Public Employees' Retirement System (CalPERS) under the 3% at 55 modified formula based on the thirty-six (36) highest paid consecutive months by said System.

Effective July 23, 2011, Unit Members shall pay all of the employee's mandatory contribution, currently nine percent (9%).

In addition, effective August 30, 2014, classic or legacy (as defined by the Public Employees' Pension Reform Act) members shall pay an additional three percent (3%) above the normal contribution rate, for a total of twelve percent (12%).

Effective as soon as the CITY can amend the CITY's contract with CalPERS, new members shall pay only the normal contribution rate, as established by PERS. The normal contribution rate is currently 11.5%.

4. Uniform Maintenance Allowance

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

5. Health, Dental and Vision Plan

The CITY shall provide each Unit Member monthly flexible credits as reflected in the table below for medical and dental coverage. The employee is responsible for paying the difference between the monthly premium and the monthly flexible credits.

- Maximum monthly flexible credits based on medical enrollment.
- CITY to allow cash-out of fifty percent (50%) of employee only monthly flexible credits for employees who waive entire health coverage and submit proof of coverage under another plan.

MEDICAL and DENTAL	MAXIMUM MONTHLY FLEXIBLE CREDIT PROVIDED BY CITY
EMPLOYEE ONLY	\$568
EMPLOYEE + SPOUSE	\$1,146
EMPLOYEE + CHILD(REN)	\$985
EMPLOYEE + FAMILY	\$1,172

VISION - CITY pays 100% of vision premium.

The CITY's contributions to employees' medical and dental coverage, paid in the form of flexible credits, shall remain at the same levels as noted in the table above. Members shall be responsible for any increases from medical and dental care providers. Should increases from providers exceed fifteen percent (15%), the parties agree to re-open negotiations to discuss this provision.

6. Career Incentive Pay

During the term of this agreement, the CITY will pay Unit Members incentive pay as described below:

A. Bilingual Pay

\$150 (one hundred fifty dollars) per month for Bilingual Skills for Unit Members who are routinely and consistently assigned to positions requiring communication skills in languages other than English; 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

Officers are designated as FTOs at the sole discretion of the Police Chief. The assignment is limited to four (4) officers at any one time. Officers so designated shall receive two and one half percent (2 ½%) of the employee's base rate of pay for every pay period in which the officer works at least one (1) shift as an FTO.

C. School Resource Officer and Other Special Assignments

As determined by the Police Chief, eligible officers will receive a monthly stipend of \$150 (one hundred fifty) per month.

D. College Degree

An Associate Degree is worth 2 ½ % (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% (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 July 1, 2008, Police Officers who attain a POST Basic Certificate shall be awarded a one-time payment of \$250 (two hundred fifty dollars) upon achievement. Unit Members who attain a POST Intermediate Certificate shall be awarded a one-time payment of \$500 (five hundred dollars) upon achievement. Unit Members who attain a POST Advanced Certificate shall be awarded a one-time payment of \$750 (seven hundred-fifty dollars) upon achievement.

- ii. Unit Members receiving a 2 ½ % incentive pay for the POST Intermediate Certificate or 5% for the POST Advance Certificate on July 1, 2008 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.

F. SHIFT SUPERVISOR

As assigned by the Police Chief, any Police Officer as shift supervisor, supervising at least one additional Police Officer on a shift shall receive \$20.00 for each twelve (12) hour shift.

7. Tuition Reimbursement

Unit Members shall be entitled to reimbursement for the costs of tuition for job related higher education as described in the CITY of Soledad Personnel Rules, Section 8.09. The maximum reimbursement for each qualifying Unit Member shall be 50% (fifty percent) of qualified costs for approved courses (books, tuition and fees) up to maximum of \$1,500 (fifteen hundred) per fiscal year, or \$750 (seven hundred-fifty dollars) per semester, or \$500 (five hundred dollars) per quarter.

8. Assignments

Assignments will be rotated among qualified Unit Members on a minimum of nine (9) to twelve (12) months basis. In this regard it is understood and agreed that there shall be seniority rights among Unit Members with respect to such assignments after Management designs the assignment plan for each rotation; that no Unit Members shall be deemed to have acquired a permanent or vested right to any such assignment through tenure; and that a Unit Member'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. Employees may be temporarily assigned to a non-selected assignment at the discretion of management. Management will endeavor to keep these non-selected assignments to 90 days or less in duration.

9. Holidays

- A. During the term of this MOU, Unit Members 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 Unit Members to work on a designated holiday, in which case eight (8) hours time off may be taken in lieu of pay for the twelve (12) hours worked on the full holiday shift. Said eight (8) hours time off shall be taken within thirty (30) days after it is earned. If management cannot schedule such time off within said thirty (30) day period, the employee shall receive eight (8) 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 one hundred thirty-two (132) 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 Police Officers, Police Sergeants to take compensatory time off in lieu of pay shall be irrevocable.
- B. A Police Officer or Police Sergeant 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 or Police Sergeant to notify the Police Chief 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 207(k) exemption for law enforcement, overtime is compensable after eighty-six (86) hours in a fourteen (14) day work period. Notwithstanding said provision, effective July 23, 2011, the CITY shall provide overtime compensation for hours worked in excess of eighty-four (84) hours in a fourteen (14) day work period. Time worked by a Police Officer or Police Sergeant in excess of eighty-four (84) hours in a fourteen (14) day work 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. For purposes of computing overtime, compensatory time off taken during a fourteen (14) day work period shall be treated as work time. Court time shall be compensable at the overtime rate when it is determined the eighty-four (84) hours is or has been met within the present work period.

12. Graveyard Shift

Assignment to the graveyard shift shall be mandatory for all Police Officers and Police Sergeants. 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 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 shifts during the year, the sum of Five Hundred dollars (\$500.00) which shall be in addition to all other compensation to which the Police Officers and Police Sergeants are entitled under this agreement. Typically, graveyard shift is scheduled from 7:00 p.m. to 7:00 a.m.

13. Meal and Rest Periods

Unit Members shall have a thirty (30) minute meal period and two (2) 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 (6) 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 Unit Members to submit to an annual medical examination and 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 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 Unit Member 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.

15. Health Club Membership

Each Unit Member 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 Unit Members, who are required to wear them. Such purchases shall be made from time to time as the need may be determined by the CITY, except that once each year, on the employee's anniversary date of employment, the CITY shall provide each Unit Member 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. The CITY will also furnish each reserve employee with one uniform from this source.

17. Safety Equipment

- A. The CITY will provide Unit Members 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 CITY 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 Unit Members, 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 unit members on 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) sworn personnel 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 Unit Members about schedule changes one (1) week ahead of 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 those known as 4-10, or a twelve (12) hour work day. Unit Members 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 207k Plan pursuant to the provisions of the Fair Labor Standards Act. Police Officers and Police Sergeants assigned to the program will be scheduled to work eighty-four (84) hours during a fourteen (14) day work period.
- 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 30 days notice. Prior to implementation of the new schedule, and upon request, the Association will be given an opportunity to meet with the CITY regarding the impact of changes. This provision does not apply to movement of individual officers to fill shortages based on the needs of the Department, as determined by the Police Chief or his/ her designee.

21. Probationary Period for New Sworn Police Officers

- A. Newly hired Police Officers shall serve a probation period of twelve (12) 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 Classification and Compensation Plan 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 twelve (12) month probationary period, a performance evaluation, and recommendation by the Police Chief, the City Manager may grant a step increase based on merit.

22. Probationary Period for New Police Sergeants

Police Sergeants shall serve a probationary period of twelve (12) months from the date of hiring. As a prerequisite to hiring, all newly hired Police Sergeants must hold a valid graduation certificate from a P.O.S.T. approved basic law enforcement academy. Each employee shall begin employment at Step One of the pay range assigned to the Police Sergeant or Police Commander job classification in the CITY'S Classification and Compensation Plan.

Newly hired Police Sergeants 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. Upon successful completion of the twelve (12) month probationary period, a performance evaluation, and recommendation by the Police Chief, the City Manager may grant a step increase based on merit.

23. Work Call-Backs

- A. Police Officers and Police Sergeants 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 11 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 pay for each court appearance call-back.
- B. In the case of emergencies or civil disasters it shall be the responsibility of each Unit Member 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.

24. Temporary Assignments to Higher Positions

- A. Unit Members 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; however, this shall not apply to an employee temporarily assigned to perform the duties of the Police Chief. Only the City Manager shall have authority to make any such temporary assignment.
- B. The temporary assignment shall be on an interim basis only, until the employee regularly holding the position returns to duty or until his or her successor is selected to fill the 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 employee 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.

25. Emergency Leave

- A. Unit Members 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 the hospitalization of an immediate family member due to a sudden and unexpected accident or illness of a life-threatening nature for up to three (3) consecutive work days. Time off for the death of an immediate family member for up to three (3) consecutive days will be granted without deduction from sick leave accruals.
- B. The term “immediate family” means those closely related to the employee by blood, adoption, or marriage, and specifically include only the mother, father, grandparent, mother or father in-law, son, daughter, husband, wife, brother or 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.

26. Firearms Training

The CITY shall pay the membership dues for each Unit Member in the Monterey County Peace Officers Association, which will enable the employee 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.

27. Performance of Other Duties

No Unit Member 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

Unit Members 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. Unit Members 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:

<u>Length of Service</u>	<u>Bi-weekly Accrual</u>	<u>Monthly Accrual</u>
0-36 months	3.08	6.67
37-120 months	4.62	10.00
121-180 months	5.23	11.33
181 months or 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 Unit Member 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 the 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 employees employed as of July 1, 2013 for accumulated sick leave at his or her regular rate of pay as follows:

- i. In the case of resignation, the employee can cash out up to but not exceeding fifteen (15) days/one hundred twenty (120) hours.
- ii. In the case of retirement, the employee can cash out up to but not exceeding thirty (30) days/two hundred forty (240) hours.

C. Members employed as of July 1, 2013 shall not be permitted to cash out any accrued sick leave upon resignation, release from initial probationary period, or termination.

In the case of retirement, employees hired after July 1, 2013 may cash out up to, but not exceeding, thirty (30) days/ two hundred forty (240) hours of sick leave.

D. Employees hired after July 1, 2015 may not cash out any accrued sick leave upon separation from the City. If an employee retires from the City, the employee's accrued sick leave hours shall be reported to CalPERS for conversion to service credit.

E. For sick leave in excess of two (2) 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.

D. 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 Rules and Regulations, Section 9.15, all Unit Members shall be entitled to leave rights in accordance with the Federal Family Medical Leave Act and other federal and state laws.

32. Dues Check-off

A. While this MOU is in effect the CITY will, upon receipt of written authorization from a Unit Member, 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 Unit Members 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 Unit Members. Participation in the plan shall be strictly voluntary.

35. No layoff

For the term of this agreement, the CITY agrees not to lay off any member so long as property and sales tax revenues do not fall below those of the 2012-2013 fiscal year. Sales tax revenues will not include monies collected as a result of Measure Y (enacted by Soledad voters in June 2012). Sales and property tax revenues will be measured by actual receipts by the CITY as of December 2013, June 2014, December 2014, and June 2015.

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 the Employer-Employee Relations Policy of the CITY 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

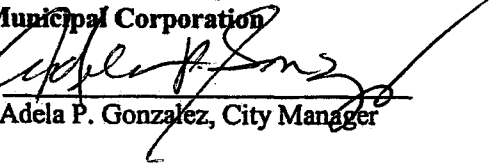
This MOU shall be for the term commencing on July 1, 2015 and ending on June 30, 2017 at which time it shall terminate.

IN WITNESS WHEREOF, the said parties have executed this instrument this 2nd day of ~~August~~ ^{September} 2015.

SOLEDAD POLICE OFFICERS ASSOCIATION, an Unincorporated Public Employee Organization

By: 
Eric Gruss, SPOA President

**CITY OF SOLEDAD,
A Municipal Corporation**

By: 
Adela P. Gonzalez, City Manager

APPROVED AS TO FORM:

By: _____
Michael F. Rodriguez, City Attorney

APPENDIX A

Classification	Salary Range	Salary Schedule	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Sergeant	59	PS	\$7,137.72	\$7,458.92	\$7,794.57	\$8,145.33	\$8,511.87	
Police Officer	45	PO	\$5,193.34	\$5,427.04	\$5,671.26	\$5,926.46	\$6,193.15	\$6,471.85

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 caliber Semi-Automatic Weapon

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF SOLEDAD
AND THE
SOLEDAD POLICE OFFICERS ASSOCIATION**

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement is entered into on July 6, 2015, 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." The ASSOCIATION and the CITY are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the ASSOCIATION in the MOU shall remain in full force and effect.

The parties have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

1. Canine Program

Unit members shall receive \$150 per month, representing ten (10) hours of time worked. Members covered herein who are assigned a Canine Officer detail are entitled to compensation for the off-duty hours spent caring, grooming and feeding of their canine and maintaining their canine vehicle/unit. To receive such compensation, officers assigned as Canine Officers must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties.

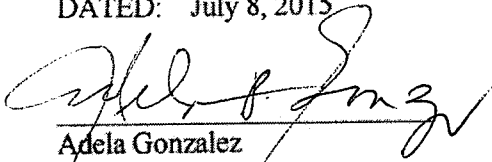
The hours derived at in this agreement were determined after an actual inquiry of the Canine Officers. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.


Both parties hereto recognize and agree that the CITY has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the Canine Program at any time if, in the CITY's sole discretion, it is in the CITY's best interest.

SIDE LETTER AGREEMENT

~~May 2015~~ July 6, 2015 ag

DATED: July 8, 2015


Adela Gonzalez
City Manager


Dennis Wallach
Labor Consultant
Mastagni Holstedt Law, APC