

**RESOLUTION NO. 5206**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A SIDE LETTER AGREEMENT TO THE CURRENT MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF SOLEDAD AND THE SOLEDAD  
POLICE OFFICERS ASSOCIATION REGARDING SPECIAL COMPENSATION**

**WHEREAS**, on September 2, 2015, the City Council adopted Resolution No. 5121, adopting a Memorandum of Understanding (MOU) between the City of Soledad and the Soledad Police Officers Association for the period beginning July 1, 2015 and ending June 30, 2017; and

**WHEREAS**, amendments to the existing MOU are necessary to ensure compliance with current retirement law; and

**WHEREAS**, the parties have met and conferred on proposed changes to the MOU and developed the attached Side Letter Agreement, which provides language changes necessary to address the intent of the agreement between the parties.

**NOW THEREFORE, BE IT HEREBY RESOLVED**, that the City Council of the City of Soledad hereby approves the Side Letter Agreement between the City and the Soledad Police Officers Association, 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 3<sup>rd</sup> day of August 2016, by the following vote:

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

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None

  
FRED J. LEDESMA, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk



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

**(JULY 14, 2016)**

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and the Memorandum of Understanding ("MOU") between the City of Soledad ("City") and the Soledad Police Officers Association ("Association") effective July 1, 2015 through June 30, 2017 ("MOU"), this Side Letter of Agreement is entered into on July 14, 2016, between the City and the Association ("Side Letter Agreement") as an amendment to the MOU. 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 City and the Association 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:

Section 4 "Uniform Maintenance Allowance" and Section 16 "Purchase of Uniforms" of the MOU shall be replaced with the following:

**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. Uniform maintenance allowances shall be reported to CalPERS periodically when earned, on a per pay period basis, in accordance with the Public Employees' Retirement Law and applicable regulations. This item is not reportable for new members under PEPRA, as defined by Government Code section 7522.04(f).

**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 uniforms shall be provided as follows:

1. Unit Members shall receive an initial uniform set at their time of hire at a value not to exceed eight hundred dollars (\$800). This value does not include the cost of any items that are solely for personal health and safety.

2. Additionally, once each fiscal 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. The value of these uniforms is not to exceed four hundred fifty dollars (\$450) per year. This value does not include the cost of any items that are solely for personal health and safety.

Uniforms shall be reported to CalPERS periodically when earned, on a per pay period basis in accordance with the Public Employees' Retirement Law and applicable regulations. This item is not reportable for new members under PEPRA, as defined by Government Code section 7522.04(f).

- 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.

Section 6. C. and D. "School Resource Officer and Other Special Assignment" and "College Degree" of the MOU shall be replaced with the following:

**C. School Resource Officer**

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

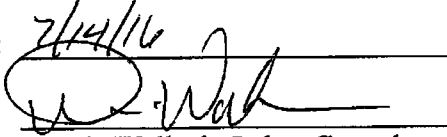
- School Resources Officer

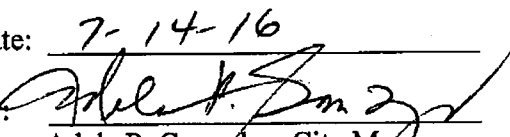
**D. Educational Incentive - College Degree**

Employees with an Associate Degree shall receive an additional 2 1/2 % (two and one half percent) of the employee's base rate of pay per month. Employees with a Bachelors Degree or a higher level graduate degree (Masters or Doctorate) shall receive an additional 6% (six percent) of the employee's base rate of pay per month. The total combined maximum Education Incentive an employee may receive is 6% (six percent) of base pay per month.

**Soledad Police Officers Association**

**City of Soledad**

Date: 7/14/16  
By:   
Dennis Wallach, Labor Consultant,  
Mastagni Holstedt Law Firm, APC

Date: 7-14-16  
By:   
Adela P. Gonzalez, City Manager  
City of Soledad