



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SOLEDAD

AND

SOLEDAD POLICE OFFICERS ASSOCIATION

July 1, 2024 – June 30, 2027

Approved: June 19, 2024

Resolution No. 6113

**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. Duty of Fair Representation

The Union agrees that it has a duty to provide fair representation to all employees in the unit for which this Agreement is applicable, regardless of whether they are members of the Union.

2. Compensation

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

Effective the first full pay period in July 2024, a four percent (4%) COLA.

Effective the first full pay period in July 2025, a three and one-half percent (3.50%) COLA.

Effective the first full pay period in July 2026, a three and one-quarter percent (3.25%) COLA.

- A. Police Officer II:** Upon completion of employee's 5th year of service as a Police Officer, the employee will be eligible to be promoted to a Police Officer II position, which would add steps 6, 7, and 8 to Range 45 of the Police Officer Salary Schedule.
- B. Sergeant:** Upon completion of the employee's 5th year of service as a Sergeant, the employee will be eligible to receive three (3) future step increases, which would add steps 6, 7, and 8 to Range 59 of the Police Sergeant Salary Schedule.

3. PERS Retirement Benefits

All Classic 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.

All PEPRA Unit Members shall be enrolled in the California Public Employees' Retirement System (CalPERS) under the 2.7% at 57 modified formula based on the thirty-six (36) highest paid consecutive months by said System. PEPRA members shall pay half the normal costs as established by Cal PERS each year.

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%).

4. Uniform and Uniform Maintenance Allowance

1. During the term of this MOU, the City will pay each Unit Member the sum of \$1,000.00 (one thousand dollars) to be paid in two equal installments, one on the first paycheck in April of each year and the other on the first paycheck in October of each year as a uniform and uniform maintenance allowance.

Upon request, the uniform allowance may be advanced to new members for the initial purchase of uniforms. If the new employee voluntarily separates from service from the city prior to one year of service, the employee shall be required to pay back the uniform allowance as follows:

- 1-92 days 100% of allowance
- 93-184 days 50% of allowance
- 185-276 days 25% of allowance
- 277 days or more 0% of allowance

The city shall inform the new employee of the requirement to pay back the uniform allowance in writing prior to the employee accepting the job.

2. In addition to the annual uniform allowance listed above, employees will be allowed the replacement of footwear paid by the city based on the Police Chief's evaluation and approval.

Uniform and maintenance allowance shall be reported to CalPERS periodically when earned 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).

5. Medical, Dental, and Vision Plan

Commencing from the effective date of this MOU, the CITY shall provide each Unit Member with a monthly contribution of the amounts listed below as CITY's paid portion of the premium for medical coverage. The employee is responsible for paying the difference between the monthly CITY contribution and the total premium amount.

Employee Only	\$741.92
Employee+ Spouse	\$1,552.07
Employee+ Children	\$1,520.06
Employee+ Family	\$1,557.02

CITY will allow cash-out of fifty percent (50%) of the employee only City paid portion of premium for employees who waive entire health coverage and submit proof of coverage under another plan.

DENTAL – Commencing from the effective date of this MOU, Member pays 100% of the dental premium.

Members and City shall share 50% / 50% in any premium increases imposed after the effective date of this MOU by medical and dental (Low Plan) carriers.

VISION – CITY pays 100% of the vision premium.

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).

Effective the first full pay period in July 2025, the bilingual pay premium is increased to \$225 (two hundred twenty-five dollars) per month.

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 3% (three percent) of the employee's base rate of pay for the hours worked as an FTO.

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 who receive educational degrees in a major that relates to or can be demonstrated to enhance the employee's performance of job responsibilities will be paid an education allowance in addition to their base pay in the amounts identified below. Degrees and/or certificates that are a part of the minimum requirement for a job are specifically excluded from qualifying an employee for this allowance. Eligible employees will receive the following amounts (no stacking):

- POST Intermediate Certification 1%
- AA or POST Advance Certification 3%
- BA or BS 6%

Apart and separate from the incentives listed above, Unit Members who attain a POST Basic certificate shall be awarded a one-time payment of \$250 (two hundred fifty dollars) upon achievement.

E. Longevity

Upon completion of the employee's 10th consecutive year of service, the employee will receive an additional 5% (five percent) of employee base pay.

Upon completion of the employee's 20th consecutive year of service, the employee will receive an additional 5% (five percent) of employee base pay.

F. Canine Program

Unit members shall receive \$150 per month, representing (10) hours of time worked. Members covered herein who are assigned a Canine Officer detail are entitled to compensation for off-duty hours spent caring, grooming, and feeding their canine and maintaining their canine vehicle/unit. To receive such compensation, officers assigned as Canine Officers must have responsibility for caring, grooming, feed 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.

G. Detective Standby Pay

Detectives may be assigned standby responsibility. Assignments may vary, as directed by the Chief of Police or their designee, with the assigned individual assuming responsibility for being on standby during all off-duty hours during the assignment period.

Standby is that circumstance which requires an employee to:

- 1) be ready to respond immediately to a call for service;
- 2) be readily available by telephone or other agreed upon communication equipment and;
- 3) refrain from activities which might impair their assigned duties upon call. The parties agree that employees on standby as defined above, are "waiting to be engaged".

Compensation for Detective standby shall be fifty-five dollars (\$55) per day.

It is understood that the assignment of detectives to standby responsibility shall be approved by the Chief of Police or their designee in writing.

7. Temporary Upgrade Pay CCR 571.1(3)

As assigned by the Police Chief, any Police Officer as acting supervisor, shall receive \$40.00 (forty dollars) for each twelve (12) hour shift. The temporary upgrade shall not exceed 6 months.

8. 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 11.09. 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.

9. 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.

10. Holidays

- A. Effective the term of this MOU, Unit Members shall be entitled to the twelve (12) 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 a separate resolution.

The Juneteenth holiday was added effective July 2024.

- 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.

11. Compensatory Time Off

- A. Compensatory time off will be allowed in lieu of pay for overtime work. Not more than one hundred seventy-five (175) 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.

12. 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.

13. Shift Differential

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 routinely and consistently (at least thirty-six (36) graveyard shifts) during the year, the sum of seven hundred fifty dollars (\$750) per year, 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.

14. 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.

15. Health Club Membership

Each Unit Member will be granted an additional stipend of \$35 (thirty-five 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 and if available proof of utilization from the gym. Said compensation will be included in the first payroll check following membership verification.

16. 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.

17. Staffing of 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 shall be regular full-time police officers, or full-time supervisory personnel (other than the Police Chief), as the CITY shall determine. As a last resort, the use of reserve officers may be used if there are no full-time police officers or full-time supervisory personnel available to cover shifts. At no time will reserve officers be offered to cover shifts before full time personnel have the opportunity.

18. Schedule Changes

Management agrees to inform Unit Members about schedule changes one (1) week ahead of planned vacation or compensatory leave.

19. 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. 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.

20. 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 entry-level Police Officer 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, may 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.
- D. Newly hired Police Officers hired by lateral transfer shall be appointed to a step equal to or above their previous salary. At no time shall the starting step exceed top step (Step 8). 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.

21. 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 at Step 8 of the Police Officer II pay scale, shall begin employment at Step Two of the pay range assigned to the Police Sergeant job classification in the CITY'S Classification and Compensation Plan.

Each employee below Step 8 of the Police Officer II pay scale, shall begin employment at Step One of the pay range assigned to the Police Sergeant job classification in the CITY'S Classification and Compensation Plan.

Newly hired Police Sergeants hired by lateral transfer shall be appointed to a step equal to or above their previous salary. At no time shall the starting step exceed top step (Step 8). 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. Call-Backs (Court, Emergencies, or Civil Disasters, or Work)

Police Officers and Police Sergeants called back to work on a scheduled day off for work, court appearances 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).

- A. Court appearances. There will be a minimum of four (4) hours of 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. There will be a minimum of three (3) hours of pay for each emergency or civil disaster call-back.

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.

Unit members who are on vacation or on compensatory time off and more than 120 miles from their residence, or bereavement leave shall not be required to contact the department.

Unit members who are on FMLA/CFRA will be required to contact the department to discuss their potential availability. However, the department shall not force the member to return to work.

Unit members who are on workers' compensation (4850 California Labor Code) who have restrictions are required to contact the department.

- C. Unit members who are called back to work, will receive a minimum of three (3) hours of pay.

23. 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. Officers that are at Step 8 and are temporarily assigned to Sergeant will advance to Sergeant at Step 2. Any Officer temporarily assigned to Sergeant below Step 8 promoting to Sergeant will start at Step 1. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 on or after 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 on or 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 on or 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.

a. 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.

30. 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.

31. Dues Check-off

Section 1. Payroll Deductions and Written Authorization.

The City shall deduct Union membership dues assessments, fees, and insurances authorized by the Union. This will be accomplished by payroll deduction from the bi-weekly pay of member employees. The dues deduction must be authorized in writing by the employee on a Union authorization card.

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain authorizations for dues deduction, signed by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union.

The City shall remit the deducted dues to the Union in accordance with the City's payroll schedule.

Section 2. Certification of Union Membership.

The Union agrees to provide the City with an initial certified list of the members (can insert a date). From that point forward, the Union will update the list whenever there are changes. The Union has and will maintain written authorizations signed by the individuals from whose wages the union dues deductions are to be made.

Section 3. Indemnification.

- A. The Union shall comply with all statutory and legal requirements with respect to this article, including but not limited to the duty to indemnify the City for claims made by an employee for deductions made in reliance on Union certification of the same as set forth in Government Code Section 1157.12.

32. 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 \$350 (three hundred fifty dollars) for prescription eyeglasses or sunglasses annually.

This provision shall not apply to lost items.

33. Deferred Compensation

The City will contribute up to \$600 (six hundred dollars per year) every December toward deferred compensation. Employee must be in active status at the time of City contribution. The City will contribute \$.20 (twenty cents) for every \$1.00 (one dollar) an employee contributes to deferred compensation. Unit Member has to contribute \$3,000 (three thousand dollars) per year to realize the maximum city yearly contribution.

34. 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.

35. 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.

36. 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.

37. 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.

38. **Term**

This MOU shall be for the term commencing on July 1, 2024, and ending on June 30, 2027, at which time it shall terminate.

IN WITNESS WHEREOF, the said parties have executed this instrument on this 19th day of June 2024.

CITY OF SOLEDAD, A Municipal Corporation

Megan Hunter
Megan Hunter (Jun 20, 2024 14:26 PDT)
Megan Hunter, City Manager

Mike Howard
Mike Howard (Jun 20, 2024 09:23 PDT)
Mike Howard, Finance Director

Francine Uy
Francine Uy, Human Resources Manager

SOLEDAD POLICE OFFICERS ASSOCIATION, an Unincorporated Public Employee Organization

Eric Azarvand
Eric Azarvand, SPOA Representative

Brian C Solis
Brian C Solis (Jun 21, 2024 16:17 PDT)
Brian Solis, SPOA President

APPENDIX A

Classification	Range	Frequency	Police Officer I					Police Officer II		
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Officer I	45	Yearly	\$84,516.17	\$88,319.40	\$92,293.77	\$96,446.99	\$100,787.10	\$105,322.52	\$110,062.04	\$115,014.83
July 6, 2024		Monthly	\$7,043.01	\$7,359.95	\$7,691.15	\$8,037.25	\$8,398.93	\$8,776.88	\$9,171.84	\$9,584.57
4% COLA		Bi-weekly	\$3,250.62	\$3,396.90	\$3,549.76	\$3,709.50	\$3,876.43	\$4,050.87	\$4,233.16	\$4,423.65
		Hourly	\$38.70	\$40.44	\$42.26	\$44.16	\$46.15	\$48.22	\$50.39	\$52.66
Classification	Range	Frequency	Police Officer I					Police Officer II		
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Officer I	45	Yearly	\$87,474.24	\$91,410.58	\$95,524.05	\$99,822.63	\$104,314.65	\$109,008.81	\$113,914.21	\$119,040.35
July 2025		Monthly	\$7,289.52	\$7,617.55	\$7,960.34	\$8,318.55	\$8,692.89	\$9,084.07	\$9,492.85	\$9,920.03
3.5% COLA		Bi-weekly	\$3,364.39	\$3,515.79	\$3,674.00	\$3,839.33	\$4,012.10	\$4,192.65	\$4,381.32	\$4,578.47
		Hourly	\$40.05	\$41.85	\$43.74	\$45.71	\$47.76	\$49.91	\$52.16	\$54.51
Classification	Range	Frequency	Police Officer I					Police Officer II		
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Officer I	45	Yearly	\$90,317.15	\$94,381.42	\$98,628.58	\$103,066.87	\$107,704.88	\$112,551.60	\$117,616.42	\$122,909.16
July 2026		Monthly	\$7,526.43	\$7,865.12	\$8,219.05	\$8,588.91	\$8,975.41	\$9,379.30	\$9,801.37	\$10,242.43
3.25% COLA		Bi-weekly	\$3,473.74	\$3,630.05	\$3,793.41	\$3,964.11	\$4,142.50	\$4,328.91	\$4,523.71	\$4,727.28
		Hourly	\$41.35	\$43.21	\$45.16	\$47.19	\$49.32	\$51.53	\$53.85	\$56.28

Classification	Range	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant	59	Yearly	\$116,159.00	\$121,386.15	\$126,848.52	\$132,556.70	\$138,521.76	\$144,755.24	\$151,269.22	\$158,076.34
July 6, 2024		Monthly	\$9,679.92	\$10,115.51	\$10,570.71	\$11,046.39	\$11,543.48	\$12,062.94	\$12,605.77	\$13,173.03
4% COLA		Bi-weekly	\$4,467.65	\$4,668.70	\$4,878.79	\$5,098.33	\$5,327.76	\$5,567.51	\$5,818.05	\$6,079.86
		Hourly	\$53.19	\$55.58	\$58.08	\$60.69	\$63.43	\$66.28	\$69.26	\$72.38
Classification	Range	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant	59	Yearly	\$120,224.56	\$125,634.66	\$131,288.21	\$137,196.19	\$143,370.02	\$149,821.67	\$156,563.64	\$163,609.01
July 2025		Monthly	\$10,018.71	\$10,469.56	\$10,940.68	\$11,433.02	\$11,947.50	\$12,485.14	\$13,046.97	\$13,634.08
3.5% COLA		Bi-weekly	\$4,624.02	\$4,832.10	\$5,049.55	\$5,276.78	\$5,514.23	\$5,762.37	\$6,021.68	\$6,292.65
		Hourly	\$55.05	\$57.53	\$60.11	\$62.82	\$65.65	\$68.60	\$71.69	\$74.91
Classification	Range	Frequency	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant	59	Yearly	\$124,131.86	\$129,717.79	\$135,555.08	\$141,655.06	\$148,029.54	\$154,690.87	\$161,651.96	\$168,926.30
July 2026		Monthly	\$10,344.32	\$10,809.82	\$11,296.26	\$11,804.59	\$12,335.80	\$12,890.91	\$13,471.00	\$14,077.19
3.25% COLA		Bi-weekly	\$4,774.30	\$4,989.15	\$5,213.66	\$5,448.27	\$5,693.44	\$5,949.65	\$6,217.38	\$6,497.17
		Hourly	\$56.84	\$59.39	\$62.07	\$64.86	\$67.78	\$70.83	\$74.02	\$77.35

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