MEMORANDUM OF UNDERSTANDING

FOR THE SONORA

POLICE OFFFICERS' ASSOCIATION (SPOA)

(July 1, 2024 - June 30, 2029)

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SONORA POLICE OFFICERS' ASSOCIATION MOU

ARTICLE 1. PREAMBLE

Section 1.1: Purpose. The purpose of this Memorandum of Understanding (hereinafter "Agreement" or MOU") is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

The City of Sonora (hereinafter "City") and the Sonora Police Officers Association (hereinafter "SPOA" or "Association") (City and SPOA referred to collectively as "Parties") agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is important.

The Agreement is entered into pursuant to the Meyers-Milias-Brown Act, as amended, and has been jointly prepared by the parties. Nothing in this Agreement shall invalidate nor be substituted for any provision in City Resolution No. 3-21-83-D, the City's Administrative Policies, or the City's Personnel Rules & Regulations, as amended from time to time, unless done so explicitly herein. The definitions contained in Resolution No. 03-21-83-D and the City's Personnel Rules and Regulations shall apply unless expressly modified herein.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution No. 3- 21-83-D, the City recognizes SPOA as the exclusive bargaining representative for all regular full-time employees in the job classifications set forth below, with respect to their compensation, hours, and other terms and conditions of employment:

Police Officer
Police Corporal
Police Sergeant
Police Records Technician
Dispatcher-Records Specialist Trainee

Dispatcher-Records Specialist I/II
Community Service Officer

Persons within the represented classifications covered by this Agreement are hereinafter referred to as "employee(s)", "regular employees," or "SPOA employee(s)".

Part time, volunteer, reserve, and temporary employees are explicitly excluded from this Agreement, even if working in the above classifications.

ARTICLE 3. MANAGEMENT RIGHTS

Provisions shown within City of Sonora Resolution No. 3-21-83-D and the Personnel Rules and Regulations, as amended from time to time, are expressly incorporated herein and shall apply unless expressly modified herein.

All rights, powers, functions, responsibilities, and the authority of the City of Sonora, except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City, including its exclusive right to operate, administer, and manage its public services and its workforce performing those services.

The City agrees, to the extent required by Government Code Sections 3500, et seq., to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and working conditions, provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such modifications or changes for no more than thirty (30) calendar days from the date it notifies Association in writing of its proposed action (measured from date of mailing by certified mail). The Association shall have the right to grieve any violation of this Agreement by the City of Sonora.

ARTICLE 4. SALARY PLAN

Section 4.1: Pay Scale/Salary Schedule. Employees' salaries are to be determined by the Pay Scale (or Salary Schedule) attached hereto as Exhibit "A" and incorporated herein. Employees regularly assigned to a position in a classification shall be paid a salary within the range established for that position's classification.

SPOA acknowledges the final 2.5% COLA under the prior Agreement is cancelled/replaced by this new Agreement and the attached Salary Scheduled (Attachment "A") represents employee's entire base compensation for the term of this Agreement.

Section 4.2: Biweekly Pay. Employees' regular and other compensation shall normally be paid on a biweekly basis via direct deposit pursuant to the designated pay schedule.

Section 4.3: Salary of New Employees. The first step of the Pay Scale/Salary Schedule (Step A) is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or if a person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through Step D.

Section 4.4: Increase Within Range.

4.4.1. Every regular employee who is employed in a classification for which there is a base salary range shall have an anniversary date (the date of appointment to the employee's current classification). All salary adjustments, except certificate, education pay, and longevity pay, are normally made effective upon the anniversary date or at any time thereafter at the discretion of the City Administrator. The date of eligibility for subsequent salary adjustments, excluding certificate, education, and longevity pay, shall be one year after the current year anniversary date, subject to promotion. The anniversary date should not be confused with the employee's service date (the date an employee has completed the probationary period and occupies a regular position, used for calculation of vacation and longevity pay) nor with the employee's date of hire (the date upon which employee began working for the City - whether temporary, reserve, probationary, etc.).

4.4.2. Salary range step advancement shall be administered as follows:

a. The second step (B) increase may be conferred upon employees when they achieve regular status at the end of their probation/orientation period of eighteen (18) or twelve (12) months, as applicable. When an employee successfully completes probation and the step increase has been approved by the Chief of Police and the City Administrator, the employee may receive their step increase retroactive to their one-

year anniversary date (that date being the beginning date of full-time employment in the employee's current position). When an employee's probation has been extended, the employee shall be eligible for a step B increase from the date the employee successfully completed probation upon approval by the Chief of Police and City Administrator.

b. The third step (C), fourth step (D), and fifth step (E) are merit advancement and are conferred at the discretion of the City Administrator upon the recommendation of the Chief of Police at each respective anniversary date of the employee.

c. The City confers the sixth step (F) based upon merit and employee participation in community events, such as National Night Out and Coffee with a Cop, as requested. The Chief of Police shall make a good faith effort to request employee participation in community events while employees are on duty (but not to interfere with performance of regular duties) as much as possible.

Employees shall be eligible for advancement to their next step on their anniversary date. The Chief of Police, who may confer with the eligible employee's supervisor, may recommend a step increase for an eligible employee to the City Administrator, who may approve the step increase at their discretion.

4.4.3. In any case, where, due to unusual circumstances, rigid adherence to the foregoing principles related to salary adjustments would cause a manifest injustice, the City Administrator may make such order relating thereto as, in their discretion, is proper.

4.4.4. No advance in pay pursuant to steps B through F shall be automatic upon completion of any period of service outlined herein above. All increases shall be made 1) on the basis of achievement as established by the employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator. An increase in pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.

4.4.5. Employees who do not qualify for a step increase on their anniversary date may be re-evaluated at a later date, at their supervisor's discretion, to determine if salary adjustment is warranted prior to any subsequent anniversary date. Any salary adjustment made pursuant to this section (4.4.5) shall not be retroactive but shall

become effective upon the date the employee signs their re-evaluation. Said salary adjustment will not change the employee's anniversary date.

ARTICLE 5. LONGEVITY PAY

Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service (from the service date) with the City, and after each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for the first ten (10) years of continuous service and 2.5% for each five-year increment thereafter. For example, after ten (10) years the Employee shall receive 2.5% increase over base salary, and after fifteen (15) years the Employee shall receive an additional 2.5% for a total of 5.0% increase over base salary. The longevity benefit is automatic and is not based on merit.

ARTICLE 6. SPECIAL ASSIGNMENTS

Section 6.1: Chief of Police Discretion. Employees may be assigned to a specific task, position, or assignment outside the normal routine patrol functions based upon the needs of the Department and contingent upon budget. The Chief of Police, at their sole discretion, may assign employees to these positions and remove them at any time. Any assignment, lack of assignment, or removal to/from these special assignments shall not be subject to any grievance procedure. The Chief of Police shall make assignments in writing, including the commencement and expiration of any assignment pay, to the affected employee and Human Resources.

Section 6.2: Special Assignment Pay. Employees formally assigned to one of the following special assignments in writing shall receive 5.0% additional pay for the duration of their assignment to the position, subject to the provisions applicable to each assignment below, as determined by the Chief of Police.

Section 6.3: Special Assignment Positions. Subject to Section 6.1 and 6.2, the Special Assignments are as follows:

6.3.1. Investigations.

The Chief may appoint one (1) Investigator. Applicants for the Investigations assignment must have a minimum of two (2) years patrol experience with Sonora Police

Department. Candidates must submit their applications to the Chief of Police, who shall determine staffing for the Investigations assignment. Employees who have never held the assignment will be given priority consideration over employees who have previously held the position. Any employee appointed to the Investigations assignment must be classified as a Police Officer (non-supervisory) for the duration of the assignment.

The Investigations position shall be considered a rotational assignment. An employee may serve a maximum of five (5) consecutive years in the assignment. At the conclusion of five (5) consecutive years in the assignment, the employee must serve a minimum of one (1) year in Patrol before they are eligible to return to the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's assignment to Investigations and the corresponding assignment pay at any time.

6.3.2. Traffic Officer.

Candidates for the Traffic Officer assignment must submit their applications to the Chief of Police, who shall determine Traffic Officer assignments. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently perform the additional duties required of the assignment. Any employee appointed to the Traffic Officer assignment must be classified as a Police Officer (non-supervisory) for the duration of the assignment.

The Traffic Officer position shall be considered a rotational assignment. An employee may serve a maximum of five (5) consecutive years in the assignment. At the conclusion of five (5) consecutive years in the assignment, the employee must serve a minimum of one (1) year in Patrol before they are eligible to return to the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's Traffic Officer assignment and the corresponding assignment pay, at any time.

6.3.3. Computer Network Manager.

The Chief of Police will appoint an employee to the assignment of Computer Network Manager. The selected employee will perform the duties of this assignment in addition to the employee's regularly assigned duties. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently

perform the additional duties required for the assignment. The assignments are for a one-year period, beginning at the time of assignment, but may be automatically renewed by mutual consent if no other employees express interest in the assignment. If other employees do express interest, then the Chief of Police will make the assignment based upon the criteria above. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an employee's Computer Network Manager assignment and the corresponding assignment pay, at any time.

6.3.4. Field Training Officer (Sworn).

Assignments to sworn Field Training Officer (FTO) positions will be appointed by the Chief of Police. Officers selected for FTO shall perform those duties in addition to their regularly assigned duties. The Chief of Police shall maintain absolute discretion with respect to FTO assignments and their duration. FTOs shall receive FTO assignment pay for the duration of time there is a trainee in the program. FTO pay will cease when the assigned trainee is no longer in the program. The Chief of Police will give the officer two weeks' notice if he/she decides not to renew or terminate the FTO appointment during the employee's assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an FTO assignment and the corresponding assignment pay at any time. An FTO's schedule may be moved to accommodate a trainee's schedule regardless of the FTO's years of service pursuant to Section 7.5.

6.3.5. Communications Training Officer.

Assignments to Communications Training Officer (CTO) positions will be appointed by the Chief of Police. Dispatchers selected for CTO shall perform those duties in addition to their regularly assigned duties. The Chief of Police shall maintain absolute discretion with respect to CTO assignments and their duration. CTOs shall receive CTO assignment pay for the duration of time that there is a trainee in the program. CTO pay will cease when the assigned trainee is no longer in the program. The Chief of Police will give the dispatcher two weeks' notice if he/she decides not to renew or terminate the CTO appointment during the employee's assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate an CTO assignment and the corresponding assignment pay at any time. A CTO's schedule may be moved to accommodate a trainee's schedule regardless of the CTO's years of service.

6.3.6. Canine Officer.

The Chief of Police may appoint up to two (2) sworn employees to the assignment of Canine Officer. The Chief of Police must consider an employee's experience, education, certificates and the employee's ability to proficiently perform the additional duties required of the assignment. Nothing in this paragraph shall abridge the Chief of Police's discretion or ability to terminate the Canine Officer assignment(s) and the corresponding assignment pay at any time.

ARTICLE 7. HOURS OF WORK AND OVERTIME

Section 7.1: Hours of Work. Employees' hours of work are determined by classification, generally as follows:

a. The basic City work week for employees shall consist of forty (40) hours in a seven (7) day work period (Saturday through Friday).

b. Dispatchers and Community Service Officers will generally work four (4) ten (10) hour days as scheduled.

c. Police Records Technicians will generally work a nine (9) day eighty (80) hour schedule (Eight 9-hour days and one 8-hour day).

d. Sworn Officers shall work four (4) ten (10) hour consecutive days followed by three (3) consecutive days off. Patrol officers will generally work a four (4) day, ten (10) hour work schedule. However, in its discretion and based upon business necessity, management may exercise the option to assign a patrol officer(s) to work a six (6) day, twelve (12) hour and one (1) day, eight (8) hour work schedule.

If it does not interfere with business operations and effective service to the community, and subject to staffing levels, SPOA may request that the duty schedule be changed to a six (6) day, twelve (12) hour and one (1) day, eight (8) hour work schedule. SPOA will give notice and meet and confer with the Police Chief, or their designee, to negotiate any Department-wide duty schedule changes. The Police Chief will implement any proposed schedule change only with the City Administrator's approval.

Section 7.2: Schedules. The Department shall establish a work schedule that provides appropriate staffing levels that serve the community's best interest while recognizing the well-being of the employees. The Department shall endeavor to publish each month's schedule no later than three (3) weeks before the first day of the month. Employees shall endeavor to submit their planned scheduled vacation requests no later than four (4) weeks before the schedule is created. (Subject to Article 14 [Vacation]). This clause shall not preclude an employee from requesting time off after the schedule has been made, but the time off will not be guaranteed. Once the schedule is published, officers shall choose their schedule by seniority (as set forth in Article 24). The schedule shall be subject to change to meet the needs of the Department, as determined by the Chief of Police.

Section 7.3: Shifts. There shall be only two shifts - one night, and one day. These two shifts will be identified by the Chief of Police or their designee at the time the shift bid is published.

Employees shall not be assigned to, nor permitted to stay on, either the night shift or the day shift for more than three consecutive years. Day shift is between 0500-1700 hours or otherwise occurs during mostly daytime hours. Night shift is between 1700-0500 hours or otherwise occurs during mostly nighttime hours.

Section 7.4: Employees Subject to Shift Change. Within the first two years of an employee's hire date, the Department shall have the discretion to change the employee's shift assignment for the employee's development, regardless of seniority, which shall be noted in the shift bid.

Section 7.5: FTO Accommodation of Trainee's Schedule. An FTO's schedule may be changed to accommodate a trainee's schedule regardless of the FTO's years of service. Such move will only be temporary as needed and the FTO will be returned to their regular shift as soon as is practicable.

Section 7.6: Shift Selection by Seniority. Except as otherwise provided in this Article, shift selection shall be done strictly by seniority (based on "anniversary date" as set forth in Article 24). Notwithstanding any other provision, the Chief of Police shall retain the discretion to maintain adequate staffing to meet the needs of the community and the Department, as set forth in Section 7.2.

7.6.1. Shift Selection Process for the Patrol Division. In November of each year, a shift selection schedule shall be published for the Patrol Division, which shall provide for shift selection according to seniority. Shift selections shall be in four (4) month increments as follows: January through April, May through August, and September through December. New shifts shall begin on the first day of a new pay period.

7.6.2. Shift Selection Process for the Dispatch/Records Division. In November of each year, a shift selection schedule shall be published for the Dispatch Records Division, which shall provide for shift selection according to seniority, Shift selections shall be in three (3) month increments, as follows: January through March, April through June, July through September, and October through December. New shifts shall begin on the first day of a new pay period.

7.6.3. Shift Selection During Staffing Shortages. The shift selection processes set forth in this Section may be postponed due to staffing shortages after consultation with the affected employees and upon employees within the specific affected Division voting to postpone shift selection by a majority vote. If a majority of the employees within the affected Division do not vote for postponement, shift selection shall proceed as set forth in Sections 7.6.1. and/or 7.6.2 and vacancies will be filled by employees from the applicable Division on an overtime basis, as needed, in accordance with Section 7.8 (Overtime). Notwithstanding the foregoing, if overtime is burdensome for certain employees, the schedule shall be subject to change to meet the needs of the Department, as determined by the Chief of Police.

Section 7.7: Meal and Rest Periods. Rest periods of fifteen (15) minutes for each half of the employee's workday and lunch periods of forty-five (45) minutes per ten (10) hour shift shall be allowed.

Section 7.8: Overtime.

7.8.1. Overtime Rate. Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked beyond the employee's regularly assigned shift. In no event shall any employee be compensated more than one and one-half (1.5) times the employee's regular rate of pay, regardless of whether minimum

compensation provisions overlap with each other and/or the employee's scheduled shift (e.g., court time, call-back, etc.).

7.8.2. Unapproved Overtime Prohibited. Overtime shall be approved in advance by the Chief of Police or their designee. No unofficial overtime shall be allowed. Under emergency or disaster conditions, as proclaimed by the City Council, the provisions of this Article shall be suspended.

7.8.3. Mandatory Overtime. The Department shall endeavor to schedule mandatory overtime at the earliest possible opportunity, to the extent the shift cannot be filled with voluntary overtime.

Section 7.9: Compensatory Time Off. An employee, at the employee's option, may request, through the Chief of Police, compensatory time off (CTO) in lieu of overtime pay for overtime hours worked. Employees' use and accrual of CTO shall be at the discretion of the Chief of Police to ensure adequate staffing levels to provide and maintain City services.

No employee may accrue more than one hundred (100) hours of CTO. Employees shall receive overtime pay for all hours worked after they have accumulated one hundred (100) hours of CTO.

ARTICLE 8. CALL OUT, ON-CALL, COURT TIME, AND OUT OF CLASSIFICATION WORK

Section 8.1: Call Out/Call Back.

8.1.1. If the Department "Calls Out" or "Calls Back" an employee to work at times other than the employee's normally scheduled work shift, the employee shall be paid for a minimum of three (3) hours of overtime, regardless of the actual amount of time spent working, at time and one-half for each Call Out or Call Back. An employee is deemed Called Out or Called Back if all the following conditions are met:

a. The employee left the work site after the end of their assigned work shift.

b. A person authorized to call the employee back to duty has done so.

c. The employee reported to duty as ordered.

When a Call Out or Call Back exceeds three (3) hours of work, then all hours worked during the Call Out or Call Back will be compensated pursuant to the overtime provisions. For example, when an employee is called out and works five (5) hours, the employee will be compensated for five (5) hours of overtime at time and a half.

8.1.2. When a Call Out or Call Back occurrence does not exceed three (3) hours of work and is succeeded by an appearance other than for a regularly scheduled work shift (e.g., Call Out, Call Back, Court, etc.), the three (3) hour minimum shall be paid at time and a half.

8.1.3. When a Call Out or Call Back occurrence does not exceed three (3) hours of work and is succeeded by the beginning of the employee's regularly scheduled work shift, the Call Out or Call Back period, up to the beginning of the work shift, shall be compensated pursuant to the overtime provisions only. When the regularly scheduled work shift begins, the employee will return to regular pay status. For example, when an employee is Called Out or Called Back two (2) hours prior to the beginning of their regularly scheduled work shift, the employee is paid for two (2) hours of overtime at time and a half.

Section 8.2: On-Call Pay. Employees, assigned to "On-Call" status, which requires their responsiveness and ability to quickly return to duty, shall be compensated in the form of two (2) hours of compensatory time off (CTO) at the employee's straight time pay rate for each twenty-four (24) hour On-Call period.

Employees receiving On-Call pay must be available for calls and capable of returning to duty immediately for the duration of their On-Call rotation.

Section 8.3: Court Time Compensation. Employee's time in court shall be compensated at time and a half for time if such appearance is immediately following a regular work shift (extension of shift), or if such appearance is within one hour of the beginning of the employee's regular work shift.

A.M. Time: A minimum of four (4) overtime hours shall be recorded for any such appearance prior to 1:00 p.m. for required court and related time at the Police

Department immediately prior to or following a court appearance when the appearance occurs outside of the employee's regularly scheduled work hours.

P.M. Time: A minimum of four (4) overtime hours shall be recorded for any such appearance after 1:00 p.m. for required court and related time at the Police Department immediately prior to or following a court appearance when the appearance occurs outside of the employee's regularly scheduled work hours.

An employee will be compensated two (2) hours of overtime when the employee has been scheduled for a court appearance that has been cancelled with less than 24 hours' notice.

Section 8.4: Out of Classification Work.

8.4.1. Employees temporarily assigned to work in a higher classification shall receive the first level, or step, in the Salary Plan for the classification or a five percent (5%) increase in current salary, whichever is greater, if said assignment goes beyond one (1) two-week pay period. Said pay will be retroactive to the first day the appointment was made. Such assignments shall only be for cases wherein the incumbent employee is on leave, or the position is vacant pending the completion of the employment process. Such assignments shall not normally exceed one hundred and twenty (120) calendar days from the day the temporary appointment was made.

8.4.2. The City shall have the option to extend the one hundred and twenty (120) calendar day period of working out of class for an additional sixty (60) calendar days if either of the following two (2) conditions are met: 1) the City has conducted the recruitment process for appointment to a vacancy and decides it is in the best interest of the City to conduct a second recruitment process; or, 2) the incumbent employee is on leave anticipated to expire subsequent to expiration of the aforementioned one hundred and twenty (120) calendar days, but prior to expiration of the aforementioned sixty (60) days. Said option shall be exercised, in writing, not later than the one hundred and twentieth (120th) calendar day after the employee is notified, as outlined above. In the event said option is not exercised, then any employees so temporarily assigned out of class shall cease to be so assigned and shall on the one hundred and twenty-first (121st) calendar day be considered to be returned to their regular assignment.

8.4.3. Such assignment will only apply to formal work/job classifications as adopted by the City Council. Such assignments shall only be made by the Chief of Police, with the written approval of the City Administrator.

ARTICLE 9. INSURANCE COVERAGE

Section 9.1: Current Employees. For the term of this MOU, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current/active employees and their dependents, if any, as indicated by category and subject to the provisions below.

Section 9.2: New Hires. For new hires, medical, dental, vision, life, and long-term disability insurance coverages, as set forth below, become effective on the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day of the month, in which case coverage is effective immediately.

Section 9.3: Termination of Benefits. All medical, dental, vision, life, and long-term disability insurance will end for terminating employees and their dependents, if any, upon the employees' date of separation from the City, unless the terminating employee elects COBRA coverage for applicable insurance.

For any regular full-time employee on a leave of absence for more than one month, medical, dental, vision, life, long-term disability insurance, and retirement benefits provided by the City shall cease to be provided upon the expiration of the employee's sick leave, holiday, vacation accrual, and CTO balances, subject to the provisions of State and Federal law. If the Employee elects medical, dental, vision, and life insurance, it shall be paid at the COBRA rate; payment from the Employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 9.4: Medical Insurance.

9.4.1. For the term of this Agreement, all employees in regular full-time positions shall be eligible to participate in medical insurance programs authorized and paid by the City subject to the following:

9.4.2. Each employee will contribute twenty percent (20%) to the monthly premium costs of the City-selected medical plan that the employee chooses for employee and employee's dependents, if any, via bi-weekly payroll deductions.

9.4.3. Employees, whose dependents have coverage elsewhere and elect to discontinue dependent coverage or who currently have no dependent coverage, will receive $150.00 additional taxable compensation per pay period. Employees must provide proof of current medical coverage under another plan. For employees who elect to add a new dependent or re-enroll a previously dropped dependent, the in-lieu pay will end at the conclusion of the pay period preceding the addition of the dependent. For instance, if an employee adds a new dependent on March 1, and the prior pay period ends in February, the employee's last in-lieu pay would be for the pay period ended February 24.

There will be no proration of in-lieu pay. Employees who currently have dependent coverage may delete dependents only if they are able to show that their dependent(s) has medical coverage elsewhere, or is no longer eligible for coverage (e.g., dependent child who has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.). If the dependent has other health care coverage, the employee must provide the City with the appropriate documentation, including a copy of the dependent's coverage card, showing proof of coverage.

During December of each year, employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

Employees who elect to add a new dependent(s) or re-enroll a previously dropped dependent, shall do so under the criteria of the City's current medical plan.

Employees electing to take the cash in lieu of medical insurance will still be eligible to receive dental insurance and the vision care program at no cost for themselves and dependents.

9.4.4. Employee and Dependent Enrollment/reenrollment shall be subject to the following conditions:

a. For employees who elect to enroll or re-enroll themselves and/or dependents, as applicable, in the City's plan, the in-lieu pay will end at the conclusion of the pay period preceding re-enrollment. For instance, if an employee enrolls a new dependent in the plan on March 1, and the prior pay period ends in February, the employee's last in-lieu pay would be for the pay period ended February 24.

b. Employees who elect to enroll or re-enroll themselves or their dependents in the City's plan shall do so under the criteria of the City's current medical plan.

Section 9.5: Vision Program. The City shall provide employees covered by this Agreement and their dependents, with a vision care program at the City's expense and pay 100% of whichever plan it selects.

Section 9.6: Dental Program. The City shall provide employees covered by this Agreement and their dependents with dental coverage up to $1,000.00 per person per calendar year pursuant to the City's selected plan.

Section 9.7: Life Insurance. During the term hereof, the City shall provide, and pay premiums for, $50,000.00 group life insurance for employees: $25,000.00 spouse and $10,000.00 dependent for non-sworn personnel.

Section 9.8: Long Term Disability. The City will provide for employees' long-term disability insurance for the term of this Agreement as follows:

9.8.1. Non-sworn personnel. The City agrees to provide and pay for long-term disability insurance for non-sworn personnel within this bargaining unit.

9.8.2. Sworn personnel. SPOA represents to the City that sworn employees will purchase, at their own expense, Long Term Disability, Life, Accidental Death and Dismemberment and Dependent Life Insurance from PORAC through SPOA. SPOA acknowledges enrollment is mandatory for all SPOA sworn members and represents it will enroll all sworn members in PORAC's insurance. SPOA is responsible for the administration of changes in enrollment, eligibility, premium payment, and benefit management. The City is not responsible for administration of this plan nor is it responsible to SPOA or any member for SPOA failing to enroll any member in PORAC's plan.

The City will administer bi-weekly payroll deductions and generate a payment to the SPOA bi-weekly after each payroll deduction is generated. Initial enrollment and any changes in the deduction will be effective at the beginning of a pay period and SPOA must notify the City thirty (30) days in advance of any enrollment or changes.

Section 9.9: Hepatitis B Vaccine. All employees are required to have a Hepatitis B Vaccine, to be paid by the City. If an employee tenders to the City proof of previously having had the vaccine, another vaccine will not be required. Exemptions from this requirement will be given for sincerely held religious or personal convictions. In such case, said employee will sign a written statement verifying their intention or reason why they are not having the Hepatitis B Vaccine.

ARTICLE 10. CERTIFICATE AND EDUCATION INCENTIVES

Section 10.1: P.O.S.T. Certificates. Subject to the limitations set forth herein and in Section 10.3, employees shall receive a two and one-half percent (2.5%) increase in their base salary for possession of any of the following valid P.O.S.T. Certificates:

a. Basic P.O.S.T. (Only for Police Officers whose first date of paid service within the SPOA Unit was prior to July 1, 2013. Certificate eliminated for all Police Officers whose first date of employment was on or after July 1, 2013).

b. Intermediate P.O.S.T. Certificate (sworn)

c. Dispatcher Intermediate P.O.S.T. Certificate (non-sworn)

d. Dispatcher Advanced P.O.S.T. Certificate (non-sworn)

(Dispatcher-Records Specialists are not eligible for POST Dispatcher Basic Certificate pay regardless of their first date of employment with the SPOA unit.)

Sworn employees shall receive a five percent (5%) increase in their base salary for possession of an Advanced P.O.S.T. Certificate, which is not cumulative with other Certificates and subject to the limitations set forth in Section 10.3.

All employees who are working in a supervisory position shall receive an additional two and one-half (2.5%) increase in their base salary for possession of a Supervisory P.O.S.T. Certificate, subject to the limitations set forth in Section 10.3. The increase shall be automatic upon the Chief of Police's verification and their submission of the appropriate documentation to the City Administrator.

Section 10.2: Degree Incentive Pay. Subject to the limitations set forth in Section 10.3, employees shall receive an increase to the employee's base salary for completion of education from an institution accredited by the U.S. Department of Education as follows:

a. Associate's Degree (or equivalent)[1] - 2.5% increase
b. Bachelor's Degree - 5.0% increase
c. Master's Degree - 7.5% increase

All employees shall only be compensated for the highest degree obtained; the incentive shall not be cumulative. For example, if on the effective date of the Agreement, an employee has attained a bachelor's degree, the employee's salary would increase by 5.0%. If the employee subsequently attains a master's degree, the employee's salary would increase 2.5%, for a total of 7.5%. Multiple degrees at the same educational level will not be recognized. For example, an employee who has two bachelor's degrees will only receive compensation for one degree.

The Chief of Police shall submit the appropriate documentation to the City Administrator, in the form of a copy of the original degree or a letter from the college granting said degree. The City Administrator or their designee retains discretion as to whether the degree, or the educational institution conferring the degree, is valid for the purpose of the incentive pay described herein. The City Administrator or their designee may require the employee to provide additional or clarifying information. The City Administrator or designee shall not unreasonably withhold degree incentive pay.

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[1] Equivalency requires that an employee must submit their accredited college and/or University transcripts to an accredited community college or university Advisor or Counselor. If the Advisor/Counselor determines the units are equivalent to a Community College associates degree, written substantiation from the Advisor/Counselor, along with a copy of transcripts, may be submitted to the Chief of Police, who will then forward them to the City Administrator. Upon receipt, the City Administrator, subject to verification, will authorize the associated degree education incentive pay to be effective the subsequent pay period from their receipt.

Section 10.3: Limitations on Education and Certificate Incentive Pay. Employees may receive a maximum of 20% of base salary for all certificates, degrees and other education incentives combined. SPOA acknowledges this cap is subject to further reductions subject to pending negotiations between Tuolumne County and the Tuolumne County Deputy Sheriffs' Association. For employees hired after the execution of this agreement, certificates and degrees required for the employee's position pursuant to the applicable job description shall not be eligible for incentive pay for those certificates and/or degrees.

Section 10.4: PERS/Taxable. In accordance with the law, the education incentive shall be included in the Employee's base pay and is considered reportable salary to PERS and taxable pursuant to state law.

Section 10.5: Tuition Reimbursement. Once an employee has successfully completed a course (or obtained a certificate) approved in advance by the Chief of Police in writing, the City will reimburse the employee up to a maximum of 50 percent (50%) of the fees and costs incurred by the employee in obtaining the certificate, such as the cost for tuition and books and registration expenses. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to City reimbursement.

The employee is responsible for obtaining the Chief of Police's express written authorization for the specific certificate/course proposed by the employee and for obtaining the Chief's determination as to which fees/costs are subject to partial reimbursement from the City, and to what degree, before making any expenditures. The employee is responsible for the remaining percentage (minimally 50%) of the fees/costs, as determined by the Chief in advance, and is responsible for one hundred percent (100%) of the non-reimbursable expenses. The employee must submit proof of all reimbursable costs/fees and proof of course or certificate completion.

The Chief of Police, in their sole discretion, determines the merit of the courses/certificates proposed by the employee and the percentage of fees/costs subject to reimbursement upon the employee's successful completion. Costs/expenses incurred by an employee for courses they did not complete are not reimbursable, regardless of type.

ARTICLE 11. SICK LEAVE

Section 11.1: Sick Leave Accumulation. Employees shall accumulate sick leave at the rate of one (1) day per month, eight (8.0) hours per calendar month. (8.0 x 12 = 96.0/ 26 pay periods = 3.70 hours per pay period). An employee may accumulate Sick Leave without limitation. However, employees may accumulate a maximum of four hundred and eighty (480.0) hours of compensable Sick Leave (240 hours at full-salary and 240 hours at half-salary) for the purpose of service retirement, as set forth below.

Section 11.2: Rate of Pay. The rate of pay for Sick Leave shall be based upon the Employee's current rate of pay.

Section 11.3: Sick Leave Use. Employees may use their accumulated Sick Leave for paid time off work due to illness or injury. Employees may be granted leave with pay, or leave without pay, when the absence is required because of illness or injury of a member of the immediate family subject to the following:

a. Employees shall use Sick Leave on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Sick Leave accrual in order to take one shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of Sick Leave accrual in order to take one shift off.

b. If an employee uses Sick Leave to account for less than a full shift, the Sick Leave must be rounded up to the nearest fifteen (15) minute increment (e.g. if an employee is absent for twenty 20 minutes, they shall record thirty (30) minutes of Sick Leave.

Section 11.4: Sick Leave Cash-Out. Employees with ten (10) years of continuous, full-time, permanent employment with the City are eligible to cash out a maximum of two hundred and forty (240) accumulated Sick Leave hours at their full-salary rate and an additional two hundred and forty (240) hours of accumulated Sick Leave hours at one half (1/2) their full salary rate upon their termination from City service, including service retirement.

Section 11.5: Conversion of Unused Sick Time to Vacation. At the end of each Fiscal Year, each employee shall have the option of accumulating unused Sick Leave or, in the alternative, employees may convert all unused sick leave from the previous Fiscal Year to additional Vacation Time pursuant to the following provisions: In the event

of a conversion from Sick Leave to Vacation Leave, not less than one hundred percent (100%) of an employee's unused Sick Leave for the previous fiscal year can be traded.

a. If Sick Leave is converted to Vacation time, it shall be converted at the rate of (2) days of Sick Leave for one (1) day of Vacation Leave or the equivalent.

b. The maximum amount of Vacation accumulation permitted by years of service, as set forth below, shall not be exceeded by operation of any Sick Leave conversion: employees who have reached their maximum accrual may not exceed it through trade.

Section 11.6: Probationary Employees/ Sick Leave. Probationary status employees may take sick leave as earned and may be given advance sick leave of up to two (2) weeks upon the City Administrator's written approval for emergency situations.

Section 11.7: Sick Leave Donation. An employee may donate up to 16.0 hours of sick leave per year to another SPOA employee under the following conditions:

a. The recipient employee must have exhausted all their leave balances.

b. Donating employees retain a minimum Sick Leave accrual balance of 80.0 hours. If an employee has less than 80.0 hours of Sick Leave accrual, that employee will not be eligible to donate.

c. The recipient employee cannot exceed a maximum of five hundred and thirty (530.0) hours annually (3 months) from the date the request was made.

d. It is the SPOA's responsibility to ensure that all donors remain confidential.

ARTICLE 12. APPROVED LEAVES

Section 12.1: Bereavement Leave. In the event of a death in the employee's immediate family, as defined by the City's Personnel Rules & Regulations, or of other close relatives as defined by law. The City may grant an employee a leave of absence in accordance with the law, and with pay up to thirty (30) hours per occurrence. Time not worked because of such paid bereavement leave shall not adversely affect the accrual of regularly assigned leave (e.g., vacation, sick leave, holiday pay, etc.)

Section 12.2: Medical Leave. Employees may be granted a leave of absence from work due to an immediate family member's illness or injury and when the employee's presence is necessary for the care of that ill/injured immediate family member or for their own illness or injury, subject to the applicable provisions of State and federal law, Section 14.4, and the following:

a. Employees shall first utilize their Sick Leave balances to account for the leave. Employees may use a maximum equal to the current year's accrual for the purpose of family sick leave.

b. All leaves of absence must be approved by the City Administrator in writing. The Chief of Police or City Administrator may require a written statement from an attending physician or dentist stating the employee able to resume their duties. The City may prescribe forms to be used for said statement. Said forms shall be completed by the physician or dentist certifying the employee may resume their duties without restriction prior to the employee being allowed to return to work.

Employees may also be granted a leave of absence with pay, or leave of absence without pay, when the absence is required because of illness or injury of the employee, and the employee is unable to request said leave of absence. All leaves of absence must be approved in writing by the City Administrator.

Section 12.3: Jury Duty Leave. Each probationary or permanent full-time employee required to report for jury duty shall be granted leave of absence upon presentation of the notice to appear for jury duty to the Chief of Police. Employees shall make every effort to give advance notice of jury duty to the Chief of Police. The employee must also provide evidence establishing they were performing jury duty for any time missed from work due to such duty. The Chief of Police shall make the appropriate notifications to City Administration.

The employee shall receive their full regular pay for the time served on a jury that falls within their regular assigned shift. Additionally, any fees the employee received from the court for such duty, including compensation, mileage, and subsistence allowances will be retained by the employee.

Section 12.4: Approved Extended Leaves of Absence. A Leave of absence is a privilege that may be granted to regular, full-time employees in good standing wishing to leave City service for a limited period not to exceed ninety (90) days or, in special circumstances, up to one (1) year. Employees must submit a request for a leave of absence in writing to the City Administrator, who shall confer with the Chief of Police. All leaves of absence and their duration must be approved in writing by the City Administrator.

In the event an employee leaves City service for a significant period, the Chief of Police may require the employee to attend refresher training, including a period of supervision by an FTO/CTO.

In the event the employee does not return to work after the approved leave period has expired, they shall be considered to have resigned from City employment. If the employee seeks re-employment with the City thereafter, and is re-employed, the employee will be considered a new employee, who must go through the complete in-processing procedure.

Section 12.5: Leave for Training. Employees attending Department-assigned training shall be compensated as though the employee was working a normal workday, workweek, or pay period.

Section 12.6: Workers' Compensation. Employees' workers' compensation benefits shall be pursuant to applicable State law.

ARTICLE 13. HOLIDAY IN LIEU TIME

Section 13.1: Holiday In Lieu Accrual. Actual Holidays will not be recognized: employees may use their accrued Holiday-in-Lieu hours to take time off on the date a holiday falls or at another time during the year. Employees are allowed a maximum accrual of one hundred twelve (112.0) hours (fourteen (14) holidays) of Holiday in Lieu time per year, which is accrued at the rate of 4.31 hours of Holiday-In-Lieu time per pay period. A day of mourning declared by the President of the United States or the California Governor shall be recognized and treated as a holiday and such time will be added to employees' accrual.

Section 13.2: Holiday Time Use. Employees' use of accrued Holiday time shall be in accordance with the following:

a. Employees must use their Holiday in Lieu time off within the fiscal year (July 1 through June 30) it is earned. Management shall make every effort to schedule Holiday in Lieu time off in accordance with employee's schedules, the Department's operational needs, and with due regard to the employee's time-off request.

b. Holiday in Lieu hours shall be used on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Holiday in Lieu accrual to take a shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of Holiday in Lieu accrual in order to take a shift off.

Section 13.3: Holiday in Lieu Cash-Out. Employees are expected to use their accrued Holiday in Lieu hours within the fiscal year they are earned (July 1 through June 20). However, if at the end of the fiscal year, an employee has accrued Holiday in Lieu hours in excess of one-hundred and twelve (112) hours, any hours in excess of one-hundred and twelve (112) will be paid out at the employee's regular rate of pay on the first full pay period in July. Unlimited Holiday accrual is not permitted.

ARTICLE 14. VACATION

Section 14.1: Annual Vacation Scheduling.

Full-time employees in the Patrol Division and/or the Dispatch/Records Division shall be entitled to submit annual vacation requests in November of each year. Employees may request up to two (2) consecutive weeks of vacation or eighty (80) intermittent vacation hours off for the upcoming year. Requests shall be accommodated based on seniority ("anniversary date"). Vacation periods granted to employees pursuant to this section shall take precedence over vacation requests made pursuant to Section 7.2.

The Chief of Police (or designee) will develop and publish an annual vacation schedule based on employees' seniority-based requests in November. Employees shall be notified of the schedule before it is published. Said schedule may be changed by an employee or the City to meet appropriate levels of staffing or when it is in the best interest of the City.

Section 14.2: Maximum Vacation Accrual. Beginning upon employment, full-time, permanent employees continually earn vacation time, which they accumulate from year-to-year until they have banked twice their annual accrual rate, as set forth below. No employee shall accrue vacation time beyond two (2) years' accruals. Once an employee has accumulated twice their annual vacation accrual rate, the employee shall not accrue more vacation time until they use vacation time so that their banked hours fall below their maximum accumulation. For example, an employee with three (3) years of service may accumulate/bank a maximum of one hundred and sixty (160) hours of vacation time. Upon reaching 160 hours, the employee will not accrue more vacation time until they use vacation time and fall below the 160-hour threshold. Any exception to the maximum vacation accrual level set forth herein must be approved by the City Administrator.

Section 14.3: Vacation Accrual Rates. Employees accrue vacation time at the rates set forth below are based upon their total years of law enforcement service. Previous service with a public law enforcement agency as a dispatcher or a sworn peace officer (as defined by Penal Code Sections 830 et seq.) may be credited as "law enforcement service" for purposes of years of service/vacation accrual at the discretion of the City Administrator and subject to verification. The annual vacation earned by employees is as follows:

Vacation Accrual Based on Years of Service

0-3 years of service: 80 hours (3.08 hours per pay period)

4-9 years of service: 120 hours (4.62 hours per pay period)

10+ years of service: 160 hours (6.16 hours per pay period)

Section 14.4: No Vacation Accrual During Leave of Absence. Any employee on official leave of absence without pay shall not earn nor accumulate vacation leave. If a break in service occurs, and an employee returns to their position, said employee will accumulate vacation as a new employee, unless otherwise required by law.

Section 14.5: Vacation Use. Vacation time may be used by employees after they have completed six (6) months of continuous service. Vacation time shall be used on an hour-for-hour basis. For example, an employee assigned to a ten (10) hour shift shall utilize ten (10) hours of their accrued vacation time in order to take one shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of their accrued vacation time in order to take one shift off.

Section 14.6: Appeal of Denied Vacation Request. If an employee submits a vacation request thirty (30) or more days in advance of the requested day(s) off, and the Department denies the request, the employee may meet with the City's Negotiation Committee and the Police Chief to appeal said denial, however, such a denial shall not be subject to the grievance process.

ARTICLE 15. RETIREMENT

For the term of this Agreement, the City shall continue to make contributions to the California Public Employees' Retirement System (CalPERS) in accordance with its contract with CalPERS for employees covered by said contract and in accordance with the Public Employees' Retirement Law and the Public Employees' Pension Reform Act and any other applicable laws and regulations.

ARTICLE 16. ALLOWANCES

Section 16.1: Uniform Allowance.

16.1.1. The uniform allowance for the term of the MOU will be $1,500.00 annually, to be distributed bi-annually: $750.00 to be received on the first pay date in July and $750.00 to be received on the first pay date in December.

16.1.2. New employees, as well as employees who retire or separate from City service during the calendar year, shall be paid on a prorated basis. The uniform allowance will be paid via a separate payment from the regular payroll check.

16.1.3. Uniforms damaged in the line of duty shall be replaced on a prorated basis depending on the age of the garment, as determined by the Chief of Police.

16.1.4. Uniforms are to be kept in a presentable condition and must meet standards set by the Chief of Police, who will perform mandatory quarterly inspections.

Section 16.2: Lateral Relocation Allowance. Upon successful completion of ninety (90) calendar days of service and successful completion of Field Officer Training, a lateral hire shall be reimbursed up to $2,500.00 of the costs they have incurred relocating to Tuolumne County from outside a 50-mile radius. This provision shall not

apply to any lateral entry applicant currently employed by a law enforcement agency located within Tuolumne County.

ARTICLE 17. BILINGUAL PAY

A maximum of two (2) Regular permanent or probationary employees designated by the City to use their bilingual skills to act as interpreters shall receive a pay differential of 2.5% per hour for hours worked in the capacity of a bilingual interpreter, including overtime hours. The City shall formulate policies and procedures for administering examinations to verify an employee's language and communication skills.

The City will pay bilingual compensation pursuant to this Section for all hours worked in the capacity of a bilingual interpreter for which certification and/or successful completion of the required examination was attained. Employees that provide bilingual services for more than one language are not eligible to receive additional bilingual compensation for the additional language(s).

ARTICLE 18. GRIEVANCE PROCEDURE

Section 18.1: Purpose. The grievance provisions herein serve the following purpose:

a. To promote improved employer-employee relations by establishing grievance procedures on matters stipulated below.

b. To provide that grievances shall be heard and settled as informally as possible.

c. To enable grievances to be settled as promptly and as nearly as possible to the point of origin.

d. To afford employees individually, or through a representative, a systematic means of resolving disputes.

Section 18.2: Definition of Grievance. A grievance is defined as any dispute between an employee or SPOA and management and/or the City involving the interpretation or application of this Agreement, matters within the scope of representation, and such rules & regulations presently in force or as may from time-to-time be adopted by the City. The grievance provisions set forth herein apply to employees in lieu of the grievance procedure set forth in the City of Sonora Rules and Regulations, as amended from time-to-time.

Section 18.3: Conduct of Grievances. The following provisions shall apply to grievances brought under this Article.

a. An employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review, the employee may be represented by the Association or its designated representative(s), or the employee may represent themselves. The person or entity bringing or advancing the grievance shall be referred to hereinafter as the "grievant(s)."

b. If the grievant is represented, the grievant/representative may designate the person responsible for receiving Department/City communications relative to the grievance. If no recipient is designated, the Department/City may affect service by delivering any operative document to either the grievant or their representative.

c. All grievance resolution activities scheduled by the City during regular duty hours shall be compensated at the employee's regular rate of pay. All employee grievance activities during off-duty hours shall not constitute hours worked and will not be compensated, subject to the provisions below.

d. Grievants and their Association representatives shall be allowed reasonable release time from duty for grievance-related activities, such as attending grievance meetings with management/City. The time employees spend at mandatory appearances related to a grievance, such as when compelled to testify, is considered hours worked. If an employee's presence is not mandatory (e.g., attendance is at employee's discretion), then said time shall not constitute hours worked and will not be compensated.

e. SPOA representatives shall provide their supervisors reasonable notification in advance of any grievance meeting they intend to attend if such an appearance is scheduled during their regular work hours.

f. Any retroactive monetary damages claimed as part of a grievance shall be limited to the incident giving rise to the grievance and shall be consistent with the time limits set forth in Step 1 of the procedure below.

g. The time limits specified are counted in calendar days and may be extended to a definite date by mutual agreement of the parties if confirmed in writing. Should the grievant fail to adhere to any deadline prescribed below, of fail to adhere to a mutually extended deadline, the grievance will be considered withdrawn, and the Department/City shall have no obligation to process it further.

h. For the purposes of these grievance provisions, "writing" includes email correspondence, and the parties may advance the grievance or respond to the grievance at each step via email.

i. Should the Department/City fail to respond within the time allotted below, the grievance will be deemed denied as of the last day prescribed for such response, Accordingly, the Grievant may proceed to the next step within the time prescribed for that step.

j. Employees shall be free from reprisal for using the grievance procedure.

k. An employee may choose to process their grievance without involving SPOA. Should the employee proceed without SPOA's involvement, They release SPOA from all responsibilities and obligations relative to the grievance.

Section 18.4: Grievance Procedure. It is the policy of the City that all grievances relating to this Agreement, City Rules & Regulations, and matters within the scope of representation, be resolved at the lowest level of supervision possible. Should informal supervisor resolution not be possible, grievances shall be resolved as follows:

a. The grievant, with or without an SPOA representative, shall discuss the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of the event or occurrence giving rise to the grievance or when the grievant knew or should have known of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within five (5) calendar days.

b. If the grievance has not been settled at Step A, the grievant or the grievant's representative shall present the grievance in writing to the Chief of Police within seven (7) calendar days after the supervisor's response is due. The written grievance shall contain a factual assertion setting forth the dispute at issue, including dates, and a statement setting forth the relief or action sought by the grievant sufficient to allow the Chief of Police to make an informed decision. The Chief of Police shall respond to the Grievant in writing within five (5) calendar days.

c. If the grievance remains unresolved, the grievant or the grievant's representative may submit the grievance in writing to the City Administrator within seven (7) calendar days of the Chief of Police's Step B response. The grievant/representative shall attach the Step B written grievance and the Chief of Police's response to the Step C grievance to the City Administrator. The City Administrator, at their discretion, may meet with the grievant and the grievant's

representative, if any, prior to deciding whether to sustain or deny the grievance. The City Administrator shall respond in writing to the grievant within seven (7) calendar days.

d. If the grievant is not satisfied by the City Administrator's response, the grievant or the grievant's representative may bring the matter to the attention of the City Council via an agendized oral presentation to the Council or the grievant and representative may appear in closed session at the Council's next regularly scheduled meeting. The grievant shall provide the Council with the Step B and C submissions and responses. Oral argument to the Council shall be limited to the circumstances and merits of the grievance and shall specifically exclude any irrelevant evidence. The Chief of Police and/or City Administrator may appear at any Council meeting relative to the grievance and either or both may present arguments relative to the grievance. The City Council may respond immediately to the grievant or it may take the matter under submission and provide a response via City staff as soon as possible. The City Council's response shall be the final administrative decision.

ARTICLE 19. REPRESENTATIVE RELEASE TIME AND ASSOCIATION MEETINGS

Section 19.1: Representative Release Time for Meetings. The City shall permit SPOA a reasonable number of SPOA representatives time off with pay to meet with management to discuss grievance resolution or to negotiate with management over subjects of bargaining and for the purpose of representing employees in the grievance process. A representative shall request time off from their supervisor in advance of any meeting subject to this provision and notify them of the meeting's duration. In no case will an employee's attendance at a meeting cause disruption to City services.

Section 19.2: Association Use of City Equipment. The Association will not use City equipment or supplies for Association business unless the City Administrator has granted prior approval, and the Association pays reasonable and customary expenses.

Section 19.3: Employees' Attendance at Association Meetings. Generally, employees should not attend Association meetings during their on-duty hours. Employees may attend Association meetings within City limits while on-duty if they do so while on break, if their attendance does not disrupt City services or the employee's productivity, and if their supervisor approves of their attendance in advance. In no case

will overtime be authorized so that an employee may "catch-up" on any work not accomplished because of their attendance at an Association meeting. Off-duty personnel will not be compensated for attending Association meetings. The Association may hold its meetings on City premises, if scheduled in advance.

Section 19.4: Notification Upon Change of Representative. Should the Association change its designated representative(s), it shall notify the City Administrator, in writing, at least one week in advance of the effective date of the change.

ARTICLE 20. DUES DEDUCTION

Section 20.1: Payroll Deduction. Payment of dues shall be by payroll deduction upon SPOA's Board Chair's written certification to the City that an employee has signed a deduction authorization. The City will deduct the appropriate dues from the employee's pay and will remit such fees to SPOA for the term of this Agreement. Should a dispute arise concerning the existence or terms of any employee's authorization to deduct dues, SPOA will provide a copy of the authorization at issue to the City.

Section 20.2: Changes to Deductions. Employee requests to revoke or change deductions must be directed to SPOA. Deductions will continue unless SPOA provides the City written notice of the revocation or modification.

Section 20.3: Hold Harmless. SPOA agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of employees pursuant to this section or pursuant to any authorized insurance or benefit program. SPOA will further indemnify the City against any unusual costs in implementing these provisions.

ARTICLE 21. APPOINTMENTS TO VACANCIES

Section 21.1: Original Appointments. All original appointments to position vacancies shall be made solely on the basis of merit, efficiency, and fitness. These qualities shall be determined through careful and impartial evaluation of the following:

1. The applicant's level of training relative to the requirements of the position for which they have applied; and

2. The applicant's level of education relative to the requirements of the position for which they have applied; and

3. The results of an oral interview and/or an examination, if any.

Section 21.2: No Discrimination. No question in any examination or in any application form or by any appointment power shall be so framed as to attempt to elicit information concerning protected classes, as defined in the California Fair Employment & Housing Act, the Federal Civil Rights Act, Title VII, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Rehabilitation Act, and all impending and future regulations regarding protected classes, for the purpose of employment discrimination.

Section 21.3: Information Subject to Investigation. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment.

Section 21.4: Employee Application Encouraged. City Employees are encouraged to apply for any vacant position for which they feel qualified. Such applications will be considered without prejudice to their present positions.

Section 21.5: Notice to Employees of Vacancies. The City will initiate the recruitment process for appointments to vacancies by providing a written notice of the vacancy to all full-time regular employees. For the purposes of this section, a position will be considered to be vacant when: 1) a formal, written resignation is received by the City and/or the City has been verbally informed by an employee of an intention to soon cease employment with the City; 2) a formal termination of employment action has been taken by the City Council; or 3) a new position/classification is created by the City Council. Said notice shall be by memorandum, through regular interdepartmental distribution methods. Advertising of a vacant position(s) will commence at the same time as said notices are distributed.

Section 21.6: Employees Given First Consideration. Full-time regular staff will be given first consideration at any point in the recruitment process if the full-time regular staff person and the qualifications of the other applicants are equivalent, as determined by the City Administrator.

Section 21.7: Physical Examination Required Before Appointment. An examination by a licensed physician will be required before appointment of a newly hired full-time employee. The City Administrator may establish physical or medical standards for any class. Failure of a candidate to achieve the minimum standard will disqualify themselves.

ARTICLE 22. PROBATIONARY PERIODS

Section 22.1: Probationary Period for New Sworn Personnel. The probationary period for new sworn police personnel will be eighteen (18) months, which includes time enrolled and actively participating in courses at the California Commission on Peace Officer Standards and Training Basic Police Academy.

Section 22.2: Probationary Period for Sworn Lateral Hires. The probationary period for lateral sworn police personnel, who have already graduated from the Academy, will be twelve (12) months.

Section 22.3: Probationary Period for Non-Sworn Personnel. The probationary period for non-sworn personnel will be twelve (12) months.

Section 22.4: Probationary Employees At-Will. Probationary employees are at-will, meaning they can be dismissed at any time, with or without cause. Nothing in this MOU shall be construed to create an appeal right for probationary employees and they are expressly excluded from the disciplinary appeal provisions and the grievance procedure.

Section 22.5: Extension of Probation. The Chief of Police, with the concurrence of the City Administrator, may extend an employee's probationary period upon notice to the employee.

ARTICLE 23. LAYOFF

If employees in any of the classes covered by the Agreement are laid off for economic reasons, the order of layoff shall be as follows:

1. Provisional/Temporary employees
2. Probationary employees
3. Permanent employees in inverse order of seniority (see Article 24).

Employees laid off shall be placed on a re-employment list which shall remain in effect up to one (1) year after said layoff. Re-employment shall be determined by years of service and evaluation of work record/performance.

ARTICLE 24. SENIORITY

Seniority, for the purpose of shift picks, vacations, City Vehicles, and other Department-related actions in which seniority is applicable, will be based upon the employee's "anniversary date," that is, the date of appointment to the employee's current classification. Seniority, for the purpose of layoffs, furloughs, and other City-related actions in which seniority is applicable, will be based on the employee's date of hire as an employee of the Sonora Police Department. The date of hire is the most recent hire date if an employee was previously employed by the City.

ARTICLE 25. POBR

The City recognizes the existence of the Peace Officers' Procedural Bill of Rights (POBR), and the City will abide by all legal responsibilities required of the City should a Sonora Police Officer have cause to invoke their legal rights under the provisions of the POBR.

ARTICLE 26. PERSONNEL RULES AND REGULATIONS

Section 26.1: Applicability. The Personnel Rules and Regulations, as amended from time to time, including its definitions, are expressly included herein and its terms and provisions are applicable to SPOA and its members except those terms and provisions explicitly contradicted by the terms and provisions of this Agreement. Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

Section 26.2: Revision. SPOA understands the City intends to revise/redraft the Personnel Rules and Regulations, including substantive terms contained therein during

the term of this Agreement. The Parties agree neither this Agreement nor any part or provision of this Agreement prevents the City from revising/redrafting all or part of the Personnel Rules and Regulations. The City acknowledges that any changes to the Personnel Rules will be subject to the meet and confer process pursuant to the Meyers-Milias-Bran Act (Gov. Code §§ 3300 et eq.).

ARTICLE 27. NO WORK ACTIONS

No lockout of employees represented by the Association shall be instituted by the City during the term of this Agreement.

During the term of this Agreement, employees shall not engage in or support strikes, work stoppages, slowdowns, boycotts or other direct or indirect work actions against the City.

ARTICLE 28. CLASS AND COMPENSATION STUDY

City agrees to complete a class and compensation study in year four (4) of this Agreement, after September 1, 2028, and before March 31, 2029.

ARTICLE 29. FULL AGREEMENT

The City or Association must notify the other party, in writing, if it wishes to change any provisions in the collective bargaining agreement. If such notice is not received by either party, the contract will automatically be renewed for an additional one-year period, at the same conditions specified for the current year.

This Agreement constitutes the sole, entire, and existing agreement and supersedes all prior MOU's/Agreements and undertakings, oral and written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.

Where this Agreement is silent, provisions of the adopted Personnel Rules and Regulations and Administrative Policies shall apply.

ARTICLE 30. SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provision within thirty (30) calendar days. If no agreement has been reached, the parties agree to invoke the provision of impasse under City of Sonora Resolution No. 3-21-83-D.

ARTICLE 31. RE-OPENER

Section 31.1: Reopener in 3rd Year. SPOA and the City agree to reopen this Agreement in its third (3rd) year to evaluate the impact of an analysis into overtime savings to support an additional officer, how overtime is to be used, and the need for an additional officer, and related topics.

Section 31.2: Reopener/Tuolumne Negotiations. The parties agree to reopen this Agreement on the subject of wages, benefits, and incentives at or around the conclusion of negotiations between Tuolumne County and the Tuolumne County Deputy Sheriffs' Association ("DSA"). It is the intention of the City to remain 5% above the County in compensation, if financially viable and otherwise advisable for the City to do so. The City intends to further reduce the cap on its wage incentives, including education and certificate incentives, depending on the Tuolumne County/DSA negotiations.

Section 31.3: Revision to Personnel Rules and Regulations. SPOA understands and acknowledges the City intends to revise, change, and modify its Personnel Rules and Regulations during the term of this MOU and it explicitly retains the authority to make substantive and non-substantive revisions, changes, and modifications to the document. To the extent any revisions, changes, or modifications impact the terms of this MOU, the parties agree to reopen this Agreement relative to those items. The City will meet and confer with SPOA prior to implementing any changes relative to changes or modifications made to the Personnel Rules and Regulations.

Section 31.4: Reopener Rules. Other than the reopener provisions and the potential change(s) referenced in Sections 31.1, 31.2, and 31.3, which are expressly

contemplated by the Parties, the City and SPOA agree to abide by the following Rules when either party proposes to modify the terms of this MOU.

a. SPOA, through its Board Chair, or the City, through its Chief Negotiator, will issue a written letter to the other party requesting that the MOU be reopened. The requesting party will hand deliver the letter to the Board Chair or City Chief Negotiator, as applicable.

b. Said written letter will specify in detail the reason(s) for requesting the reopening of the MOU.

c. It will be the responsibility of the receiving party to meet and confer with its negotiation team members (within a fourteen [14] calendar day period) to decide whether it will grant the request to reopen the MOU. (Note calendar days will commence on the date said letter is hand delivered to Association President or City Chief Negotiator).

d. The party to whom the request is delivered shall answer the request, stating whether it accepts or denies the request and the reason(s) therefore.

e. If both parties have agreed to reopen the MOU, the standard ground rules will be immediately activated for the meet and confer process.

f. If a response has not been given by the fourteenth (14th) calendar day, the party requesting the re-opener will be granted the request to reopen the negotiations.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2024, through June 30, 2029.

ARTICLE 33. FULL AGREEMENT

This Agreement constitutes a full and complete agreement by the parties and contains all the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was later dismissed by the party raising it as part of a good faith attempt to reach agreement on other substantive provisions or on the Agreement as a whole.

All rights, powers, functions, responsibilities, and authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

No provision of this Agreement shall be deleted or modified without the consent of both the City and the Association.

This Agreement constitutes the sole entire and existing agreement and supersedes all prior Agreements/MOU's and undertakings, written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.

Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

Except in cases of emergency, Association shall be given reasonable notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be enacted by the City and shall be given the opportunity to meet with management representatives prior to enactment pursuant to the Meyers-Milias-Brown Act.

This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

SONORA POLICE OFFICERS' ASSOCIATION

Thomas Brickley, SPOA President

Lina Balciunas Cockrell, SPOA Representative

CITY OF SONORA

Ann Segerstrom, Mayor

Melissa Eads, City Administrator

ATTEST

Tracy Skelly, City Clerk