MEMORANDUM OF UNDERSTANDING

FOR THE

SONORA EMPLOYEES' ASSOCIATION (SEA)

FY 2018 Through FY 2020
(July 1, 2017 - June 30, 2020)

SONORA EMPLOYEES' ASSOCIATION (SEA)
MEMORANDUM OF UNDERSTANDING (MOU)
JULY 1, 2017 THROUGH JUNE 30, 2020

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SONORA EMPLOYEES' ASSOCIATION M.O.U.

The City of Sonora ("City") and the Sonora Employees' Association ("SEA") met and conferred in good faith pursuant to Government Code Section 3505.

PREAMBLE

This most current and updated Agreement is made and entered into this _____ day of _____, 201__ by and between the City of Sonora hereinafter referred to as "City," and the Sonora Employees' Association hereinafter referred to as "Association."

The purpose of this Agreement 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 and the Association 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 considered to be important.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Millias-Brown Act, as amended, and has been jointly prepared by the parties.

Section 1. RECOGNITION

Association is recognized as the exclusive representative, as provided in the City's Rules and Regulations for all full time, regular employees assigned to the following classifications, and any other classifications that are allocated to this bargaining unit by the City Council:

Administrative Analyst
Finance Assistant I & II
Building Inspector
Community Development Specialist I & II
Equipment Mechanic
Public Works Supervisor
Special Programs Coordinator
Supervising Mechanic

The Association does not represent temporary or part-time employees within these classifications.

The City shall deduct Association dues from employees and remit said dues to Operating Engineers Local #3 on a biweekly basis for the duration of this Agreement. The Association shall hold the City harmless from any and all claims

and will indemnify it against any unusual costs in implementing these provisions. In addition, the City will allow for payroll deductions to the Operating Engineers Local #3 Credit Union. All dues or Credit Union deductions shall be deducted only upon written request of the Employee.

Employees who are current members of the Association, or who join the Association as members during the term of this Agreement, shall remain members for the full term of this Agreement. The Association shall hold the City harmless in the administration of this provision.

Section 2. SALARY PLAN

INCREASES DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, salary ranges shall increase on the first full pay period in January of each year as follows:

A. As of January 13, 2018 (PP #3): Two Percent (2.0%)
B. As of January 12, 2019 (PP #3): Two Percent (2.0%)
C. As of January 11, 2020 (PP #3): Two Percent (2.0%)

2% Increase for B and C above will depend on whether there is an increase in the City's General Fund revenue by 2% over prior year.

As of the first full pay period in July 2018, the City will increase the Public Works Supervisor and the Supervising Mechanics current Base Salary by two and a half percent (2.5%).

As of the first full pay period in July 2019, the City will increase the Public Works Supervisor and the Supervising Mechanic's current Base Salary by two and a half percent (2.5%).

"Base Salary" is the fixed rate of compensation the employee receives in return for work performed. It does not include additional compensation such as bonuses, benefits, or overtime pay.

SALARY PLAN ADMINISTRATION

Employees regularly assigned to a position in a classification covered by this Agreement shall be paid a salary within the range established for that position's classification.

SALARY PAYMENT

Salaries shall be paid biweekly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours, and any other compensation.

SALARY OF NEW EMPLOYEES

The first step of the Salary Plan 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. The City Council has the authority to make the appointment at salary level E.

INCREASES WITHIN RANGE

A. Regular employees who are employed in a class for which there is a salary range shall have an anniversary date. All salary adjustments, except longevity pay and salary adjustments resulting from salary range increases under Section 2 of this Agreement, are made effective upon the anniversary date or any time thereafter. The date of subsequent salary adjustment, excluding longevity pay, shall become the new anniversary date. The anniversary date should not be confused with the employee's service date (date 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, probation, etc.).

B. The steps of each salary range shall be administered as follows:

1. The second step (B) is a merit advancement to employees achieving regular status at the end of the probation period of one year.
2. The third, fourth and fifth step (C, D & E) are merit advancement. Employees may be advanced to each step after completion of one (1) year in the preceding step.
3. Employees shall receive a longevity benefit after the completion of ten (10) years of service (from the service date), and each five (5) years thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for each five-year increment. For example, after ten (10) years the employee shall receive 2.5%, and after fifteen (15) years the employee shall receive an additional 2.5%, for a total of 5.0%. The longevity benefit is automatic and is not based on merit.

C. In any case, where, by reason of unusual circumstances, rigid adherence to the preceding provisions related to salary adjustments would cause a manifest injustice, the City Council may make such order relating thereto as, in its discretion, is proper.

D. No advance in pay shall be automatic upon completion of the period of service outlined herein above, and all increases shall be made 1) on the basis of merit as established by the employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator.

E. Each salary adjustment, excluding longevity pay and salary adjustments resulting from salary range increases under Section 2 of this Agreement, shall become

effective on the anniversary date of the employee, or at any time thereafter. Such salary adjustment shall be processed as of the beginning date of the pay period for which the adjustment becomes effective. Any employee eligible for the longevity benefit shall be eligible for said benefit upon service date. With the exception of longevity pay, the date of subsequent salary adjustment shall become the new anniversary date.

Section 3. INSURANCE COVERAGES

Regular full-time employees on a leave of absence without pay for more than 10 consecutive working days, shall not be provided with City paid insurances or retirement benefits, subject to provisions of the State and Federal law. The employee may choose to pay his/her own insurance premiums, with medical/dental/vision at the current COBRA rate.

For new hires, insurance coverages become effective the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day, in which case coverage is effective immediately.

All insurances will end for terminating employees at the end of the month following their date of separation from the City, unless COBRA coverage is elected, which is available for medical/dental/vision only.

ANNUAL PHYSICAL ALLOWANCE

The City agrees to provide Association employees an allowance of two hundred and fifty dollars ($250) per fiscal year (July 1st - June 30th) for an annual physical.

The Annual Physical Allowance of two hundred and fifty dollars ($250) shall be provided to the Employee upon receipt of "Employee Physical Verification" form signed by the Employee's attending physician or physician's representative (form, attachment to MOU).

During the term hereof, the City agrees to provide medical, dental, vision, life and long term disability coverage to employees and their dependents, as follows:

MEDICAL INSURANCE

The City agrees to provide medical coverage as follows:

1. A PPO 250 (90% in Network and 70% Out of Network) plan and EPO 25 (in network only) plan per Attachment A
2. The City agrees to pay the full employee + Family amount for either the PPO 250 which provides for a $250 deductible per covered person/$750 per covered family annually or EPO 25 plan whichever the employee selects.3. The PPO plan will provide prescription drug coverage at a $10/$20/$30 deductible. Effective January 1, 2019, the City will cap its monthly medical premium contribution to each employee's health

insurance at one thousand nine hundred and sixty-four dollars ($1,964). Premium costs in excess of this amount will be shared equally by the City and the employee on a 50/50 basis. This provision becomes effective providing all City employee associations agree to the same provision.

Employees whose dependents have coverage elsewhere and elect to discontinue dependent coverage or who currently have no dependent coverage will receive $45.00 additional taxable compensation per pay period as cash-in-lieu pay.

Employees who currently have dependent coverage may remove dependents from City health care coverage only if the employee is able to show that his or her dependent(s) has medical coverage elsewhere, or is no longer eligible for coverage (e.g., dependent child 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 health 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.

Dependents who are removed from the City's health care coverage, and subsequently elect to come back under the City's health care plan, will be allowed to do so during open enrollment or during a qualifying life event. Any dependent who is re-enrolled will be subject to the same conditions as any newly enrolled participant in the plan, subject to State and Federal law.

Employees who elect to add a new dependent(s) who have never been under the City's plan, may also do so during open enrollment or during a qualifying life event. If the employee is currently receiving dependent cash-in-lieu pay, the cash-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 1st, and the prior pay period ends on February 24th, the employee's last cash-in-lieu pay would be for the pay period ended February 24th. There will be no proration of cash-in-lieu pay.

DENTAL INSURANCE

During the term of this Agreement, the City agrees to provide dental coverage as follows:

A. Up to $1,000 will be paid per individual (including dependents) per calendar year.

1. Preventative - No Deductible
    a. Routine oral examination
    b. Cleaning of teeth
    c. X-Rays where professionally indicated

d. Examination, consultation and diagnosis
e. Flouride treatments for children to age 19

B. After a $25 deductible each calendar year ($75 per family), coverage is as follows:

1. Routine – Paid at 80% of UCR
   a. Extractions and oral surgery
   b. Fillings
   c. Treatment of periodontal and other diseases of the gums and soft tissue of the mouth
   d. Root canal treatment
   e. Relines, rebases and repairs of existing dentures
   f. Drugs and/or anesthesia used for control of dental pain during any session of dental treatment
2. Major – Paid at 50% of UCR
   a. Bridgework, crowns, appliances, dentures, inlays and gold fillings

LIFE INSURANCE

During the term of this Agreement, the City agrees to provide life insurance coverage as follows:

Employee	$55,000
Spouse	$10,000
Dependent Child	$10,000

VISION INSURANCE

The City shall provide and pay for a vision care program for employees and their dependents.

LONG TERM DISABILITY INSURANCE

The City agrees to provide and pay for long term disability insurance.

SHORT TERM DISABILITY INSURANCE

The City agrees to allow those employees represented by this Association to participate in the State Disability Insurance (SDI) program for short term disability. All employees represented by this Association will be required to participate in the program and each employee will pay the full premium through a payroll deduction, with the City agreeing to administer the program. The SDI program requires that a bargaining unit join as a whole, with no exceptions.

TUOLUMNE COUNTY HEALTH FAIR

The City shall pay the cost of an employee attending the Tuolumne County Health Fair, up to $50.00 per employee per year. If an employee attends the Tuolumne County Health Fair during regular work hours, any accrued leave must be taken.

RETIREMENT TRUST FUND OR DEFINED CONTRIBUTION MEDICAL BENEFIT

The City and Association agree to explore the possibility of developing a Retirement Trust Fund or Defined Contribution Medical Benefit Account.

If the development of a Retirement Fund or Defined Contribution Medical Benefit Account is possible, and the City and Association agree to proceed, both parties will work on developing and implementing a Retirement Trust Fund of Defined Contribution Medical Benefit Account program for employees and their dependents, to be paid for by the employee/retiree.

Section 4. SICK LEAVE

The following section is based upon a forty (40) hour work week.

Sick leave shall be accumulated at the rate of 1.25 days per month/10 .0 hours per month (10.0 x 12 = 120.0 ÷ 26 pay periods = 4.62 hours accrual per pay period). An Employee may accumulate sick leave without limitation. However, if an employee separates employment with the City, accrued but unused sick leave time will not be paid out to the employee unless the employee meets the criteria below:

Employees with a minimum of ten (10) years of continuous, full-time permanent employment and who separate from the City for reasons other than service retirement, are eligible for a maximum payoff at 100% pay for the first 240 hours (or portion thereof) and 75% pay for up to next 240 hours (or portion thereof).

If an Employee separates service with the City through a CalPERS Retirement., the employee will be paid out a maximum of 480 hours At the time of retirement, the employee may choose to be paid off for any amount of sick leave hours, up to the 480hour maximum, with the remaining sick leave hours that are not paid off being reported to CalPERS to be incorporated into the Employee's Retirement Service Credit balance. At the time of retirement, an employee may also choose to apply up to 480 sick leave hours (at employee's regular Base Salary rate) toward the employee's future medical premium costs.

The rate of pay shall be based upon the base monthly salary rate as of the month prior to retirement. Sick leave must be taken in fifteen-minute increments (e.g., if any employee is gone for twenty minutes, thirty will be recorded.)

An employee 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 employee's immediate family and when the employee's presence is necessary for the care of that ill/injured immediate family member. An immediate family member includes (1) a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. This leave shall be charged to the employee's accrued sick leave. The City may require written verification of need before approving such leave. An employee may use a maximum of 15 days sick leave per year for this purpose.

In unusual instances, the City Administrator may extend family sick leave provisions. For the purposes of this subsection "immediate family" shall be defined as described above.

The Department Head or City Administrator may require a written statement from an attending physician or dentist that an employee is able to perform all duties of his/her position. The City shall provide forms to be used for said statement. Said forms shall be completed by the physician or dentist prior to the employee being allowed to return to work.

Employees may also be granted a leave of absence with pay, or a 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.

A permanent employee may donate up to 16.0 hours of sick leave per year to an employee covered by this Agreement. The employee requiring the sick leave donation must have exhausted all leave balances. Employees donating sick leave time must keep a minimum of 168.0 hours of total accrued time. It is the responsibility of the Association President to ensure that all donors remain confidential. Any time not used by receiving employee will be retained by said employee.

At the end of each fiscal year the employee shall have the option to carry over unused sick leave, or, in the alternative, may trade all unused sick leave for the previous fiscal year for additional vacation time.

In the event of a trade, not less than one hundred percent (100%) of the unused sick leave for the previous fiscal year will be traded. If sick leave is traded for vacation time, it shall be traded as two (2) days of sick leave for one (1) day of vacation or the equivalent. The ceiling on vacation accrual shall remain valid in instances of a trade wherein said trade results in an excess of the ceiling. Example: An employee with 100.0 hours of unused sick leave from the previous fiscal year can trade said 100.0 hours for 50.0 hours of vacation.

If an employee elects to trade sick leave, it must be for the entire amount unused

in the previous fiscal year. For instance, an employee accrues 120.0 hours in a fiscal year, takes 20.0 hours sick leave, they would have to trade the entire balance of 100.0 hours from the previous fiscal year. An employee cannot trade sick leave past the last previous fiscal year (e.g., if they have a balance from two years prior, it cannot be traded).

Section 5. WORKERS' COMPENSATION

The City will allow an employee, when requested in writing to the City Administrator, the option not to use any leave accrual balances, except sick leave, for compensation during time off on an accepted job-related injury and who is receiving compensation related to a Workers' Compensation injury.

If an employee chooses this option, he/she will request in writing a leave of absence without pay. He/she will then receive his/her workers' compensation checks directly from the City's workers' compensation adjustors. If the employee is on a leave of absence without pay for more than ten (10) consecutive working days, all insurances and retirement benefits provided by the City shall cease (Section #03, Insurance Coverages). The employee may choose to continue insurance coverages by self-paying the insurance premiums to the City, with medical/dental/vision coverage being provided at the current COBRA rate, subject to the provisions of State and Federal law.

Section 6. BEREAVEMENT

In the event of a death in the employee's immediate family or of other close relatives (see City's Personnel Rules & Regulations for list), an employee may be granted leave of absence with pay not to exceed five (5) working days. Time not worked because of such absence shall not adversely affect accrual of regularly assigned leaves (e.g., vacation, sick leave, etc.).

Section 7. VACATION

Employees shall earn annual vacation as follows:

YEARS OF SERVICE	VACATION DAYS PER YEAR
01 - 05	10
06 - 10*	15
11 - 20**	20
21+***	25

*Fifteen days will be the accrual rate after the fifth full year of employment.
**Twenty days will be the accrual rate after the tenth full year of employment.
***Twenty-Five days will be the accrual rate after the twentieth full year of employment.

In no event shall an employee represented by this Agreement accrue vacation

beyond a ceiling of two (2) years.

If an employee gives a minimum of two weeks advance notice for vacation leave, and is then assigned to work a day on the week-end prior to commencement of the vacation on the following Monday, or during the vacation, then the employee will be paid time and one-half the employee's regular rate of pay for time so worked.

Section 8. HOLIDAYS

Regular, full-time employees are entitled to the following paid holidays per year:

January 1st - New Years Day
Third Monday in January - Martin Luther King Day
Third Monday in February - President's Day
Last Monday in May - Memorial Day
July 4th - Independence Day
First Monday in September - Labor Day
Second Monday in October - Columbus Day
November 11th - Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

Three (3) Floating Holidays to be taken at Employees option

If such a fixed holiday falls on Saturday, it shall be observed on the preceding workday, if on a Sunday it shall be observed on the succeeding workday.

Holidays which occur during an employee's vacation shall not be charged against vacation.

If an employee is sick during a fixed holiday, the sick leave provisions of the Memorandum of Understanding shall not apply. That is, the employee shall receive payment for the holiday and shall not be able to charge the time to sick leave.

Additional days designated by the Congress of the United States or by the Governor of California as legal holidays shall be observed by the City, if adopted by the City Council.

An employee required to work on holidays shall be paid for the holiday, and be paid at the rate of one and one-half times their hourly rate for time worked, and if employee works 4.25 hours or more, shall be given an additional day off at a later date. Said additional day off shall be recorded as an in-lieu holiday.

Section 9. WORK WEEK AND SHIFTS

Unless otherwise designated by the City Administrator in writing, the work week for employees represented by this Agreement shall be from 12:01 a.m. Saturday through 12:00 midnight the following Friday. The designated work week shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

If a Department Head desires to change the regularly assigned beginning or ending of a shift by more than two and one-half (2.5) hours, the City will consult with the Association prior to making this shift change. In any event, the City will be solely responsible for making the final decision on any shift changes.

Section 10. OVERTIME

Overtime shall be paid at one and one-half (1½) times the Employee's regular rate of pay for all hours in excess of eight (8) hours per day or forty (40) hours per week. Paid leave time and holidays are included in computing the excess hours for overtime purposes.

Section 11. COMPENSATORY TIME OFF

An employee may request CTO accrual in lieu of receiving overtime compensation. The employee should make such CTO request in writing to the Department Head. Use and accrual of CTO shall be at the discretion of the Department Head to assure assignment of adequate personnel to maintain City services. No employee may accrue more than one hundred and fifty (150) hours of CTO. Employee shall receive paid overtime for all hours accrued in excess of the 150hours. All CTO must be taken in increments of not less than one (1) hour.

Section 12. CALL OUT/CALL BACK

An employee who is called back to duty at a time other than the employee's regularly scheduled shift shall be paid a minimum of two (2) hours regardless of time actually worked.

Section 13. RETIREMENT PLAN

The City shall provide employee's pension benefits through the California Public Employees' Retirement System's ("CalPERS"). The employee's retirement benefit formula and required contributions under CalPERS will depend upon the employee's date of membership with CalPERS. Employees who became CalPERS members before January 1, 2013 and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA")will be enrolled in the following benefit formula: Two Point

Seven Percent (2.7%) at Fifty-Five (55) Plan for Miscellaneous Members. Employees who became members of CalPERS on or after January 1, 2013 and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Percent (2%) at Sixty-Two (62) for Miscellaneous Members.

All employees, whether Classic or New Members shall pay 100% of employee's contribution costs and the City shall pay 100% of the employer's contribution costs.

Section 14. REVIEW OF JOB DESCRIPTION

The City shall review the duties and responsibilities of the members of Association and re-write job descriptions, as appropriate.

Section 15. WORK BOOT & UNIFORM ALLOWANCE

The City shall contribute up to two hundred and fifty dollars ($250.00) annually toward the purchase of safety-toed work boots for Public Works employees represented by this Agreement, to be worn while performing City work.

The specifications of the boots shall be approved by the Department Head in consultation with the Association. Safety-toed boots will be worn on the job at all times except when exempted by the supervisor. If boots are damaged, the City will replace them.

The City shall provide uniforms and laundry service for the Equipment Mechanic and the Supervising Mechanic position by an organization of the City's choice.

The City shall reimburse Public Works employees up to $600 for uniform expenses provided that the uniform items are purchased from a vendor on an approved list (mutually agreeable to the City and the Association) and the employee provides proof to the City regarding incurred expenses.

Section 16. PAYMENT FOR LICENSES, CERTIFICATIONS AND DEGREES

Upon written approval from the Department Head or City Administrator, the City shall pay for licenses/certifications approved for an employee which are relevant to the employee's position and the work performed. The City will bear all costs associated with maintaining these licenses/certificates, including but not limited to physicals, renewal fees, professional association dues, continuing education requirements, travel & training, etc as long as the licenses/certificates remain relevant to the employee's position and the duties performed.

The City may also contribute toward an employee's degree (Associate's, Bachelor's, or Master's) provided that the employee obtains advanced written approval from the Department Head and the City Administrator and the degree is relevant to the employee's position and the work performed. The costs for the degree which includes

the tuition, books, and registration will be shared equally between the employee and the City (50% each) provided that the employee submits proof to the City of the educational costs incurred.

The City may establish the need for licenses, certificates, or degrees granted or governed by a regulatory authority, or of such benefit to the City that the City deems it necessary or beneficial for employees to acquire and maintain the licenses, certificates, or degrees for the enhancement of City services. The City will compensate those employees possessing the agreed upon licenses, certificates, or degrees 2.5% per license/certificate/degree. The maximum number of compensated licenses/certificates/degrees an employee may possess is no more than three (3) not to exceed a maximum of 7.5% additional pay. To qualify for a compensated license/certificate/degree, an employee must first obtain Department Head and City Administrator advanced approval before the acquisition of any license/certificate/degree.

Employees are only eligible for License/Certificate/Degree pay if the license/certificate/degree is not a minimum requirement stated in their classification's job description.

Those approved licenses, certifications, degrees are as follows:

*Class B Commercial License (issued by the State of California DMV)
I.S.A. Arborist
State of California Pest Control Advisors License
State of California Pesticide Applicators
Caltrans Traffic Signal
Small Engine Mechanic
**Fire Mechanic
Associate of Arts or Associate of Science degree (AA/AS)
Bachelor of Arts or Bachelor of Science degree (BA/BS)
Master's Degree

* To qualify, must also possess a "Tank Endorsement" and must have no restriction on transmissions or brakes. There will be a maximum limit of three (3) Class B Commercial License incentives assigned.

** To qualify for this certificate pay, existing employees who meet the qualifications for Fire Mechanic I by the date this MOU goes into effect, must show documentation of previous fire apparatus repair experience by providing proof of the educational instruction and experience requirements equivalent to Fire Mechanic I certification by the Office of the State Fire Marshal (OSFM). To maintain eligibility, every three (3) years the employee must successfully complete, and provide proof of, a minimum of thirty-six (36) hours of approved continuing education through the California Fire Mechanics Academy.

For all other employees to qualify for this certificate pay, they must obtain Fire Mechanic I certification from the Office of the State Fire Marshal (OSFM). To maintain eligibility, every three (3) years the employee must successfully complete, and provide proof of, a minimum of thirty-six (36) hours of approved continuing education through the California Fire Mechanics Academy.

Section 17. EDUCATION INCENTIVE FOR CLASSES & TRAINING

At the discretion of the Department Head and the City Administrator, the City may pay up to 50 percent of the cost to employee of tuition and books required to attend a class/training program that, in the Department Head or City Administrator's opinion, would prove beneficial to the City for the employee to so attend. The City will not pay for parking charges nor mileage within the education incentive program.

Section 18. WORKING OUT OF CLASSIFICATION

Compensation for working out of classification is explained in the City's Personnel Rules & Regulations.

Such assignments shall only be for cases wherein the incumbent employee is on leave, or the position is vacant pending the completion of the recruitment process.

If the employee is assigned to work in an upgraded position or higher classification which has become vacant due to another employee, then the appointment in the out of class position shall not exceed a total of 960 hours in each fiscal year.

Such assignments that occur due to another employee going out on a leave of absence shall not normally exceed one hundred and twenty (120) calendar days from the day the employee is notified that the working out of class clause of the City's Personnel Rules & Regulations has been activated.

However, the City shall have the option to extend the 120 day period of working out of class due to another employee going out on a leave of absence for an additional sixty (60) calendar days if the incumbent employee who is out on leave is expected to return after the expiration of the aforementioned 120 days, but prior to expiration of the aforementioned 60 calendar days.

Said option shall be exercised in writing, not later than the 120th calendar day subsequent to the employee being notified, as outlined above.

In the event said option is not exercised, then any employee 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.

Such assignments will only apply to formal work/job classifications as adopted by the City Council. Such assignments shall be made by the Department Head with the

approval of the City Administrator.

The City will initiate, prior to the position being vacant (e.g., as a result of receipt of a written resignation or oral notification of intent to leave City employment), the recruitment process for appointments to vacancies by providing a written notice of the vacancy to all full-time regular employees. 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.

Full-time regular staff will be given first consideration during the recruitment process, as long as the qualifications of the full-time regular staff person and the qualifications of the other applicants are equivalent, as determined by the City Administrator.

Section 19. GRIEVANCES

Refer to Article #20 of the City's Personnel Rules & Regulations.

Section 20. MOTHER LODE ROUND-UP PARADE/CHRISTMAS PARADE

A Public Works Department Employee who works on the Sunday immediately succeeding the Mother Lode Round-Up Parade or the Saturday immediately succeeding the Christmas Parade shall work not less than three (3.0) hours nor more than five (5.0) hours and shall be compensated for the hours worked by receiving eight (8.0) hours of leave and breakfasts on the Sunday (Mother Lode Round-Up Parade) or Saturday (Christmas Parade) worked. Use of the "Parade Leave" shall be at the discretion of the Department Head to assure assignment of adequate personnel to provide and maintain City services.

This section applies only to those Public Works Department Employees providing janitorial services for the Mother Lode Round-Up Parade and the Christmas Parade (e.g., removal of refuse, animal waste products, etc. from City streets/side-walks).

Section 21. PARKING

The City will provide a parking permit for the Washington Street level of the Terzich Parking Structure for the bargaining unit member(s) classified as Finance Assistant.

Section 22. WORK FURLOUGH

If a change in law (including, but not limited to State, Federal or case law) causes a demonstrable operating budget deficit, the City may implement a work furlough program, not to exceed a ten percent (10%) reduction in hours and pay. The City will

consult with the Association prior to implementing the furlough. This furlough program is intended to provide an alternative to lay-offs.

Section 23. SAVING 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 provisions should be restrained by a tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provisions within a thirty (30) work day period.

Section 24. RE-OPENER

By mutual agreement, the City and the Association may reopen discussions during the term of this MOU to meet and confer on salaries and medical benefits.

Section 25. 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 dropped by the party raising it as part of a good faith attempt to reach agreement.

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 MOU's and undertakings, or a 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 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.

This Agreement shall be effective July 1st, 2017, through June 30th, 2020, as witnessed hereto by the following parties:

SONORA EMPLOYEES' ASSOCIATION

_____
William Atkins, SEA President

_____
Mike Eggener, OE #3 Business Representative,

CITY OF SONORA

_____
James M. Garaventa

_____
Timothy A. Miller, City Administrator,

ATTEST:

_____
Colette Such, City Clerk, Pro-Tem