



**MEMORANDUM OF
UNDERSTANDING
FOR THE
SONORA POLICE
OFFICERS'
ASSOCIATION (SPOA)**

(July 1, 2021 - June 30, 2025)

SONORA POLICE OFFICERS' ASSOCIATION MOU

ARTICLE 1. PREAMBLE

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 believes 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.

City Resolution No. 3-21-83-D is hereby incorporated into this Agreement by reference.

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, unless so stipulated to by provision(s) contained herein.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution No. 3-21-83-D, the City recognizes the Sonora Police Officers' Association as the exclusive bargaining representative for the purposes of representing employees in the employees' unit with respect to their compensation, hours, and other terms and conditions of employment for the duration of this Agreement.

Represented classifications include:

Police Officer

Police Corporal – the City will create two Police Corporal positions. These will be internal promotional opportunities only and not additions to the number of sworn staffing.

Police Sergeant

Police Records Technician

Dispatcher-Records Specialist Trainee

Dispatcher-Records Specialist I/II – the City will create a Dispatcher I/II position with a new salary tier to reflect a I/II salary range

ARTICLE 3. CHECK OFF/DUES DEDUCTION

The City shall deduct Association dues from employees and remit said dues to the Association 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.

All dues shall be deducted only upon written request of the Employee and the Board Chair of said Association.

ARTICLE 4. MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Provisions shown within City of Sonora Resolution No. 3-21-83-D shall apply.

ARTICLE 5. DEFINITIONS

For the purposes of specification and clarification, the definitions contained within City of Sonora Resolution No. 3-21-83-D and the City's adopted Rules & Regulations shall apply.

ARTICLE 6. REPRESENTATIVE ROLE

The Association shall designate a reasonable number of employee representatives for the purpose of meeting with management on terms and conditions of this Agreement and for representing employees during the grievance process. Reasonable time off shall be allowed in order for said representatives to meet with management to discuss grievance matters, negotiable subjects and/or provisions of the Agreement (see ARTICLE 11, Grievance Procedure, C).

Regular Association business meetings shall not be held on City time nor may City equipment and supplies be used for Association business unless prior approval has been given by the City Administrator and reasonable and customary expenses are charged accordingly. On-duty personnel are exempt from this proviso except in cases where the employee's attendance at the meeting precludes him/her from meeting normal job productivity expectations. Overtime will not be authorized for the purpose of an employee "catching up" on any work not accomplished as a result of attending subject meetings. Off-duty personnel will not be paid for time attending subject meetings. City premises can be used if scheduled in advance. Employee representatives, when performing official Association business as defined above, shall notify their immediate supervisor as to when leaving, how much time is to be taken, and when returning.

Changes as to Association representatives shall be sent to the City Administrator, in writing, at least one week in advance of said change.

ARTICLE 7. APPOINTMENT

Section A - ORIGINAL APPOINTMENTS

- A. 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 he/she has applied;
 2. The applicant's level of education relative to the requirements of the position for which he/she has applied; and
 3. The results of an oral interview and/or an examination, if any.
- B. 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.

- C. All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment.
- D. 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.

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.

Full-time regular staff will be given first consideration at any point in the recruitment process where a reduction in considered applicants is accomplished, or in the final phase of the process, in which a candidate for the position is selected, 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.

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 him/her.

- E. The probationary period for new 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. The probationary period for lateral police personnel, who have already graduated from the Academy, will be twelve (12) months. The probationary period for Dispatch personnel will be twelve (12) months.

ARTICLE 8. SALARY PLAN

Section A - SALARY INCREASES DURING TERM OF AGREEMENT

Effective July 1, 2021 (and paid retroactively upon execution of this Agreement), salary ranges for all SPOA personnel will increase as follows:

Sworn classes:

- Year 1 6% COLA increase effective July 1, 2021;
- Year 2 3% COLA increase effective July 1, 2022;
- Year 3 2.5% COLA increase effective July 1, 2023;
- Year 4 2.5% COLA increase effective July 1, 2024.

Dispatch classes:

- Year 1 8.5% COLA increase effective July 1, 2021;
- Year 2 3% COLA increase effective July 1, 2022;
- Year 3 3% COLA increase effective July 1, 2023;
- Year 4 2.5% COLA increase effective July 1, 2024.

Non-sworn classes:

- Year 1 6% COLA increase effective July 1, 2021;
- Year 2 3% COLA increase effective July 1, 2022;
- Year 3 2.5% COLA increase effective July 1, 2023;
- Year 4 2.5% COLA increase effective July 1, 2024.

Section B - SALARY PLAN ADMINISTRATION

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

Section C - SALARY PAYMENT

Salaries shall be paid biweekly. Routine paychecks shall be for the purpose of compensating for regular and other compensation owed employees.

Section D - SALARY OF NEW EMPLOYEES

The first step of the Salary Plan (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.

Base salary for employees attending the Basic P.O.S.T. Academy will be \$24/hour.

Section E - INCREASES WITHIN RANGE

- A. The steps of each salary range shall be interpreted as follows:
1. The second step increase is B and is based on achievement by employees achieving regular status at the end of the probation/orientation period of eighteen (18) months. When probation has been successfully completed and the step increase has been approved, the employee will receive his/her step increase retroactive to his/her anniversary date (that date being the beginning date of full-time employment in the employee's current position).
 2. The third step (C), fourth step (D), and fifth step (E) are merit advancement.
 3. The City reinstates the sixth step (F) based on merit advancement 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 the employee is on duty (but not to interfere with performance of regular duties) as much as possible.

4. Employees shall be eligible for advancement to their next step on their anniversary date. Advancement to subsequent steps is made upon the recommendation of the Chief of Police to, and conditioned on approval by, the City Administrator.
- B. In any case, where, by reason of 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 his/her discretion, is proper.
 - C. No advance in pay shall be automatic upon completion of the 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 of pay shall be withheld in cases of inferior work, lack of application, or indifferent attitude.
 - D. Employees who do not qualify on their employment anniversary date for a step increase 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 (Section E) shall become effective upon the date the employee signs re-evaluation. Said salary adjustment will not change the employee's anniversary date.

- E. Employees will receive a longevity benefit of a 2.5% salary increase after completion of the tenth (10) year of continuous service (from the service date) and an additional 2.5% salary increase after the completion of each additional five (5) years of continuous service (from the service date).

Section F - ASSIGNMENT PAY

Employees covered by this Agreement may be assigned to a specific task, position or assignment outside the normal routine patrol functions. These assignments

shall not be subject to any grievance procedure. Employees shall receive 5.0% additional pay for the following assignments, when made in writing:

1. INVESTIGATIONS.

An applicant for the Investigations position 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 who will be assigned to the Investigations position. All employees shall have the opportunity to be assigned to the Investigations position prior to any employee repeating the assignment.

The Investigations position shall be considered a rotational assignment. Any one assignment shall not exceed the maximum of five consecutive years without fulfilling a minimum of one year patrol duties.

2. TRAFFIC OFFICER.

Candidates must submit their applications to the Chief of Police, who shall determine which candidates will be assigned to the Traffic Officer position. 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. The Traffic Officer position shall be considered a rotational assignment. Any one assignment shall not exceed the maximum of five consecutive years without fulfilling a minimum of one year patrol duties. Nothing in this paragraph shall prevent the Chief of Police from terminating a Traffic Officer assignment, including assignment pay, during the course of the assignment.

3. COMPUTER NETWORK MANAGER.

One employee (sworn officer) will be appointed by the Chief of Police to the assignment of Computer Network Manager, which will be in addition to the officer'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 of 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 sworn personnel express interest in the assignment. If other personnel do express interest, then the Chief of Police will make the assignment based upon the criteria above.

4. FIELD TRAINING OFFICER.

Assignments to Field Training Officer (FTO) will be for a one-year period, which will be in addition to regularly assigned duties. The Chief of Police shall maintain

absolute discretion with respect to assignment of FTO positions. Employees assigned as an FTO shall receive assignment pay during all pay periods while a trainee is in the program over the course of one year (even if removed without cause, from the assignment). Upon the FTO's annual anniversary and each subsequent year, the Chief of Police must renew the FTO assignment in order for the employee to continue the assignment and receive assignment pay. Failure of the Chief of Police to renew the FTO assignment shall result in termination of the assignment as well as termination of the assignment pay. Nothing in this paragraph shall prevent the Chief of Police from terminating an FTO assignment, including assignment pay, during the course of any year pursuant to disciplinary due process procedures.

5. DISPATCH FIELD TRAINING OFFICER.

Assignments to Dispatch Field Training Officer (DFTO) will be for a one-year period, which will be in addition to regularly assigned duties. The Chief of Police shall maintain absolute discretion with respect to assignment of DFTO positions. Employees assigned as a DFTO shall receive assignment pay all pay periods while a trainee is in the program over the course of one year (even if removed without cause, from the assignment). Upon the DFTO's annual anniversary and each subsequent year, the Chief of Police must renew the DFTO assignment in order for the employee to continue the assignment and receive assignment pay. Failure of the Chief of Police to renew the DFTO assignment shall result in termination of the assignment as well as termination of the assignment pay. Nothing in this paragraph shall prevent the Chief of Police from terminating a DFTO assignment, including assignment pay, during the course of any year pursuant to disciplinary due process procedures.

ARTICLE 9. BENEFITS

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 on their date of separation from the City, unless COBRA coverage is elected for applicable insurances.

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:

Section A - MEDICAL INSURANCE

1. The City agrees to provide medical coverage as follows:
 - a. Medical Insurance will be provided under either a Modified Classic Preferred Provider Plan (PPO) – 250/20/10 or a Custom 15 Exclusive Provider Organization (EPO) – 0/15/0
 - e. Prescription Drug Card Plan will be provided by the City. There is no calendar year deductible. Your medical plan includes a \$2,500 (PPO), \$1,500 (EPO) individual / \$5,000 (PPO), \$3,000 (EPO) family annual out of pocket maximum. Prescription drug cost shares, such as co-payments, apply towards the medical out-of-pocket maximum amount and do not apply towards the medical plan deductible. Retain pharmacy copayment is \$10 (PPO & EPO) for Generic, \$30 (PPO), \$25 (EPO) for a preferred brand medication and \$50 (PPO), \$45 (EPO) for a non-preferred brand medication. There are also mail-order rates.

The Association agrees that each employee will contribute to the monthly premium costs of the medical plan that the employee chooses as follows during the contract term:

- Year 1: 5%
 - Year 2: 10%
 - Year 3: 15%
 - Year 4: 20%
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 on 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.

Section B - DENTAL INSURANCE

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

1. Up to \$1,000 will be paid per person per calendar year.
 - a. Preventative - No Deductible
 1. Routine oral examination
 2. Cleaning of teeth
 3. X-Rays where professionally indicated
 4. Examination, consultation and diagnosis
 5. Fluoride treatments for children to age 19

2. After a \$25 deductible each calendar year (\$75 per family), coverage is as follows:
 - a. Routine - Paid at 80% of UCR
 1. Extractions and oral surgery
 2. Fillings
 3. Treatment of periodontal and other diseases of the gums and soft tissue of the mouth
 4. Root canal treatment
 5. Relines, rebases and repairs of existing dentures
 6. Drugs and/or anesthesia used for control of dental pain during any session of dental treatment
 - b. Major - Paid at 50% of UCR
 1. Bridgework, crowns, appliances, dentures, inlays and gold fillings

Section C - VISION CARE PROGRAM

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

Section D - LEAVE OF ABSENCE AS IT RELATES TO INSURANCE COVERAGE

For any regular full-time employee on leave of absence for more than one month; medical, dental, vision, life, long term disability insurance, and retirement benefits provided by the City shall not be provided upon expiration of sick leave, holiday, vacation accrual, and CTO, subject to provisions of the State and Federal Law -- unless the employee elects to reimburse the City, in advance, for the respective premium (or COBRA rate, where applicable).

Section E - LIFE INSURANCE

During the term hereof, the City agrees to provide \$50,000 group life insurance for employees; \$25,000 spouse and \$10,000 dependent for non-sworn personnel. (See Section F)

Section F - LONG TERM DISABILITY INSURANCE

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

Police Personnel will purchase at the employee expense Long Term Disability, Life, Accidental Death and Dismemberment and Dependent Life Insurance from PORAC. The City will administer a bi-weekly payroll deduction and generate a payment to the SPOA bi-weekly after each payroll deduction is generated. The City is not responsible for administration of this plan. Initial enrollment and any changes in the deduction amount must be consistent with the beginning of a pay period and notification must be 30 days in advance. Enrollment is mandatory for all SPOA members. SPOA is responsible for administration of changes in enrollment, eligibility, premium payment and benefit management.

Section G - HEPATITIS B VACCINE

All SPOA 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. If a booster shot is recommended by a physician, the City will bear the cost. The only exception to not having the Hepatitis B Vaccine will be for religious or personal convictions. In such case, said employee will sign a written statement verifying his/her intention or reason why he/she is not having the Hepatitis B Vaccine.

Section H - RETIREMENT

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.

Section I - HOLIDAYS

Unlimited Holiday accrual is not permitted. Police Department employees are allowed an initial bank of one hundred twelve (112.0) hours (fourteen (14) holidays), with said employee accruing Holidays at a rate of 4.0 hours of Holiday-In-Lieu every pay period.

Actual Holidays will not be recognized; this would technically mean that any form of leave could be taken when an actual Holiday occurs. Said employee must use his/her Holidays within the fiscal year (July 1 through June 30). Management shall make every effort to schedule the Holiday in accordance with respective schedules and in due regard to the employee's request.

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

If Holiday(s) hours, beyond the initial bank are remaining, said employee will be compensated at his/her regular rate of pay for those hours remaining on the first full pay period in July.

A day of mourning declared by the United States President or the California Governor shall be recognized and treated as a holiday.

Section J - VACATION SCHEDULE

The Chief of Police may develop and publish an annual vacation schedule using a seniority system. Employees shall be notified of said schedule before being published. Said schedule may be changed by the employee or the City, when it is in the best interests of the City to meet appropriate levels of staffing. Vacation is earned and accumulated by full-time, permanent employees upon employment and may be scheduled to be taken off after the completion of six (6) months of continuous service.

No Association member shall accrue vacation beyond the rate of two (2) years. Any exceptions must be approved by the City Administrator. Vacation is continually earned and accumulated up to the two (2) years accrual except for any and all periods of employment when an employee is on an official leave of absence without pay. 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 work, said employee will accumulate vacation as a new employee, unless the employee held a different law enforcement position during the break in service.

Use of Vacation hours shall be hour for hour. As an example, any employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Vacation accrual in order to take a shift off, whereas an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of Vacation accrual in order to take a shift off.

Accrual rates of vacation for all permanent employees will be based upon total years of service in law enforcement. Law enforcement service that counts toward vacation accrual will be any previous employment with a public law enforcement agency as a dispatcher or sworn peace officer (as defined by the Penal Code (Sections 830 et seq.)) and verified by the City.

The annual vacation earned by SPOA members will be as follows:

VACATION ACCRUAL

0-3 years of service	80 hours
4-9 years of service	120 hours
10+ years of service	160 hours

In the event that an employee has been denied a vacation request that was submitted with a 30 day or more advance notice, the employee may meet with the City's Negotiation Committee and the Police Chief to appeal said denial.

Section K - SICK LEAVE

Sick leave shall be accumulated at the rate of eight (8) hours per calendar month. Sick leave must be taken in fifteen (15) minute increments (e.g., if any employee is gone for twenty (20) minutes, thirty (30) minutes will be recorded).

Use of Sick Leave hours shall be hour for hour. For example, any employee assigned to a ten (10) hour shift shall utilize ten (10) hours of Sick Leave accrual in order to take a 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 a shift off.

An employee may accumulate sick leave without limitation. However, a maximum of four hundred and eighty (480.0) hours may be accumulated for service retirement at which time the employee shall be entitled to receive one hundred percent (100%) pay for the first thirty (30) days (eight (8) hours multiplied by thirty (30) days equal two hundred and forty (240.0) hours) of accumulated sick leave and fifty percent (50%) for the balance of two hundred and forty (240.0) hours.

Section L - SICK LEAVE PAY OFF

Employees with ten (10) years of continuous, full-time, permanent employment with the City are eligible for a maximum payoff of accumulated sick leave (two hundred and forty (240.0) hours at full salary and two hundred and forty (240.0) hours at half salary) and who terminate from the City, including service retirement.

Section M - FAMILY SICK LEAVE

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 employee's immediate family and when the employee's presence is necessary for the care of that ill/injured immediate family member, subject to provisions of State and Federal law.

Each day utilized for this leave shall be subtracted from sick leave entitlement. The employer may require a justification for the need for this leave before approving the leave. Employees may use a maximum equal to the current years accrual in any given year of sick leave accrual for the purpose of family sick leave. For the purpose of this subsection, "immediate family" shall be defined as that found within the Personnel Rules & Regulations.

The Chief of Police or City Administrator may require a written statement from an attending physician or dentist that an Employee is capable and is released to return to performance of all duties of his/her position. The City may prescribe 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.

Section N - CONVERSION OF UNUSED SICK LEAVE

At the end of each Fiscal Year, each SPOA employee shall have the option of accumulating unused sick leave or, in the alternative, may trade all unused sick leave from 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 can 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.

Section O - SICK LEAVE PROBATIONARY/DONATION

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.

An employee may donate up to 16.0 hours of sick leave per year to an employee represented by this Association. The employee requiring the sick leave donation must have exhausted all leave balances. Employees donating sick leave time must keep 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. An Employee accepting sick leave donations cannot exceed a maximum of 530.0 hours annually (3 months) from the date the request was made. It is the responsibility of the Association to ensure that all donors remain confidential.

Section P - UNIFORM ALLOWANCE

The uniform allowance for the term of the MOU will be \$1,500 annually, to be distributed bi-annually: \$750 to be received in July and \$750 to be received in December.

New employees, as well as employees who retire or separate from City service or are discharged during the calendar year, shall be paid on a prorated basis. The uniform allowance will be paid with a separate payment check ~~(not electronic deposit)~~ from the regular payroll check.

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

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

Section Q - 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 (e.g., grandchildren, aunts, uncles, first cousins, brother-in-law, sister-in-law, and others as approved in writing, by the City Administrator), an employee may be granted leave of absence with pay up to thirty (30) hours per occurrence. Time not worked because of such absence shall not affect accrual of vacation or sick leave.

Section R - P.O.S.T. INCENTIVE/EDUCATION PAY/TUITION REIMBURSEMENT

1. P.O.S.T. Certificates

All employees shall receive a two and one-half percent (2.5%) increase to the employee's 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
- d. Dispatcher Intermediate P.O.S.T. Certificate
- e. Dispatcher Advanced P.O.S.T. Certificate

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

All employees shall receive a five percent (5.0%) increase to the employee's base salary for possession of an Advanced P.O.S.T. Certificate.

All employees who are working in a supervisory position shall receive a two and one-half (2.5%) increase to the employee's base salary for possession of a Supervisory P.O.S.T. Certificate. The increase shall be automatic upon the Chief of Police submitting the appropriate documentation to the City Administrator.

2. Education Pay

All employees shall receive an increase to the employee's base salary for completion of education as follows:

- a. Associate's Degree (or equivalent¹) - 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 from a public or private post secondary institution that has received state approval to award the above degrees; 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 increase shall be automatic upon the Chief of Police submitting 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.

3. Tuition Reimbursement

Cost for tuition, books and registration expenses ~~The City will reimburse up to one hundred percent (100%), at a maximum: tuition, books and registration expenses~~ (excluding any travel time, time in class, parking fees and meal costs) incurred in meeting the requirements for obtaining these certificates will be shared fifty percent (50%) by each the City and the employee upon proof of costs incurred submitted by the employee. All courses which are to be reimbursed must be pre-approved by the Chief of

¹ *Equivalent is defined as: An employee must submit his/her accredited College and/or University transcripts to an accredited Community College or University Advisor or Counselor. If the Accredited Community College or University Advisor or Counselor determines that the units are equivalent to a Community College Associates Degree, written substantiation from a College Advisor or Counselor, along with a copy of the transcripts, will be submitted to the Police Chief, who will then forward them to the City Administrator. Upon receipt, the City Administrator will authorize the Associates Degree Education Incentive Pay, to be effective the subsequent pay period from which the written substantiation is dated.

Police, in writing. The Chief of Police shall have the sole discretion as to any decision regarding the merit of the courses identified, and the percentage which the City will reimburse for any specific course. All courses which are to be reimbursed must be successfully completed by the Employee, prior to reimbursement.

SECTION S – BILINGUAL PAY

Regular permanent or probationary employees who have been designated by the City to use their bilingual skills to act as interpreters shall receive a pay differential of 2.5% per hour on 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 is limiting the number of designated bilingual positions within the SPOA to two (2) positions.

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

SECTION T – LATERAL RELOCATION ALLOWANCE

Upon successful completion of ninety (90) calendar days of service and successful completion of Field Officer Training, the lateral hire shall be reimbursed up to \$2,500 of his/her the costs associated of 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 10. WORKING CONDITIONS

Section A - HOURS OF WORK AND OVERTIME

1. Hours of Work

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

Personnel assigned to dispatch shall work four (4) ten (10) hour days as scheduled.

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

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-day, 10-hour work schedule. However, in its discretion and based upon business necessity, management may exercise the option to assign a patrol officer to work a six-day, 12-hour and one-day, 8-hour work schedule.

If it does not interfere with business operations and effective service to the community, the SPOA may request that the duty schedule be changed to a six-day, 12-hour and one-day, 8-hour work schedule. The SPOA will give notice and meet and confer with the Police Chief, or his/her designee, to negotiate any department-wide duty schedule changes. The Police Chief will implement the schedule change with the City Administrator's approval

The department shall establish a work schedule that provides appropriate staffing levels which serves the best interest of the community. Once the schedule is published, officers shall choose their schedule by seniority.

Within the first two years of employment, the department shall have the discretion to change the shift to which employees are assigned regardless of seniority.

There shall be only two shifts - one night, and one day - that shall be noted in the shift bid as shifts that can be moved to accommodate an employee who is within his or her first two years of employment and needs experience working on the other shift. These two shifts will be identified by the Chief of Police or his/her 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 day shift for more than three consecutive years. Day shift includes the hours from 0500-1700 hours or shifts that are by and large during daytime hours. Night shift includes the hours from 1700-0500 hours or shifts that are by and large during nighttime hours.

An FTO's may be moved 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 his or her regular shift as soon as is practicable. Except as noted above, shift selection shall be done strictly by seniority.

2. Overtime

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 regularly assigned shift. 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.

In no event shall any employee be compensated in excess of one and one-half (1.5) times the employee's regular rate of pay; specifically, regardless of situations where minimum compensation provisions overlap with each other and/or the employee's scheduled shift (e.g., court time, call-back, etc.).

No unofficial overtime shall be allowed. Under emergency or disaster conditions as proclaimed by the City Council, the provisions of Article 10, Section A and Section B, shall be suspended.

Section B - CALL OUT/CALL BACK

If an Employee is "Called Out" or "Called Back" to work at times other than a normally scheduled work shift by the Department, the employee shall be paid for a minimum of three (3) hours of overtime at time and one-half for each Call Out or Call Back. An employee will be considered to be Called Out or Called Back if all the following conditions are met:

- A. Employee must have left the work site after the end of the work shift.
- B. Employee must have been given an order by a person with authorization to do so.
- C. Employee must have reported to site as ordered.

When a Call Out or Call Back occurrence 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.

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.

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 is on regular pay status. For example, when an employee is Called Out or Called Back two (2) hours prior to the beginning of his/her regularly scheduled work shift, the employee is paid for two (2) hours of overtime at time and a half.

Section C - ON-CALL

Employees, assigned to "On-Call" status, which restricts their response time or sobriety during their off-duty time, shall be compensated in compensatory time off (CTO) two (2.0) hours at the employee's straight time pay rate for a twenty-four (24) hour period.

Section D - COURT TIME

Overtime shall be compensated at time and a half for time spent in court if such appearance is immediately following a regular work shift (extension of shift), or if such appearance is set within one hour's time of the beginning of a 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 an appearance.

P.M. Time: A separate 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 an appearance.

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

Section E - WORK OUT OF CLASSIFICATION

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 appointment was made.

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 subsequent to the employee being 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.

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.

Section F - MEDICAL LEAVE

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 G - JURY 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. Every effort shall be made to give advance notice of jury duty to the Chief of Police.

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

An employee summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work to the Chief of Police, who shall forward such notice to Administration.

Section H - LEAVE OF ABSENCE

Leave of absence is a privilege and may be granted to regular, full-time employees in good standing wishing to leave the City's service for a limited period. Leaves of absence must be submitted in writing to the City Administrator. The Chief of Police shall make a recommendation to the City Administrator on any request for a leave of absence. All leaves of absence must be approved in writing by the City Administrator, with such leave not to exceed ninety (90) days or up to one (1) year under special circumstances.

After such time, if an employee has not returned to work, then he/she shall be considered to have resigned City employment. If the employee seeks re-employment with the City and is re-employed, the employee may be considered a new employee who must go through the complete in-processing procedure.

Section I - WORKERS' COMPENSATION LEAVE

Leave under this provision shall be guided by current State status relating to Workers' Compensation for Safety Officers.

Section J - TRAINING

All department-assigned leaves of absence granted for training purposes shall be compensated for as though the employee was working a normal workday, workweek, or pay period.

Section K - COMPENSATORY TIME OFF (CTO)

The employee, at the employee's option, may request, through the Chief of Police, compensatory time off (CTO), or overtime pay for overtime worked. Use and accrual of CTO shall be at the discretion of the Chief of Police to assure assignment of adequate personnel to provide and maintain the City services.

No employee ~~Police Officer~~ may accrue more than one hundred (100) hours of CTO. Employee shall receive paid overtime for all hours worked in excess of those identified above.

ARTICLE 11. GRIEVANCE PROCEDURE

Section A - 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 obtaining consideration of questions and disputes.

Section B - DEFINITION

A grievance shall be defined as any dispute which involves the interpretation or application of this Agreement, scope of representation and such rules & regulations presently in force or as may from time-to-time be adopted by the City.

Section C - CONDUCT OF GRIEVANCE PROCEDURE

- 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, or may be represented by the Association, their designated representatives, or may represent themselves.
- B. All grievance resolution activities scheduled by the City during regular duty hours shall be compensated at the Employee's regular rate of pay. All grievance resolution activities scheduled by the City during off-duty hours shall not constitute hours worked and--accordingly--not be compensated.

Grieving Association members and the Association representative shall be allowed reasonable release time from duty to discuss grievance resolution. It is understood that in mandatory instances (e.g., when ordered, for example, to appear at a hearing) the appearance by the employee is considered hours worked; if requested to appear by the Association or the City (e.g., attendance is at employee's discretion) then said time shall not constitute hours worked and will not be compensated.

- C. Retroactivity on monetary grievances shall be limited to the date the grievance occurred and consistent with the time limits shown in Step 1 of this procedure.
- D. The time limits specified may be extended to a definite date by mutual agreement of the parties.
- E. Employees shall be free from reprisal for using the grievance procedure.
- F. An employee may choose to process his/her grievance without interference of the Association; but, in so choosing, releases the Association of all responsibilities and obligations for the grievance.

Section D - RESOLUTION OF GRIEVANCE

It is the policy of the City that all grievances of employees relating to this Agreement, City Rules & Regulations, and matters within the scope of representation, be resolved at the lowest level of supervision possible. Such unresolved grievances shall be resolved as follows:

- A. The employee with or without the employee association representative/certified organization representative shall orally take up the grievance or dispute with the employee's immediate supervision within ten (10) calendar days of the date of the grievance or the employee's knowledge 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, it shall be presented in writing by the employee or employee representative to the Chief of Police within seven (7) calendar days after the supervisor's response is due. The Chief of Police shall respond to the employee in writing within five (5) calendar days.
- C. If the grievance still remains unresolved, it shall be presented by employee or employee representative/certified organization representative to the City Administrator in writing within seven (7) calendar days after the response of the Chief of Police is due. The City Administrator shall respond in writing to the employee within seven (7) calendar days.
- D. Failure by the City Administrator to respond to the grievance within the specified time limit, unless the time limit has been extended by mutual agreement of both parties, shall deem the grievance to be decided in favor of the grievant.
- E. If the grievant is not satisfied by the City Administrator's response, grievant shall have the option to bring the matter to the attention of the City Council via an agenda item or appear in closed session at their next regularly scheduled meeting. Such oral argument shall be limited to the content of each of the grievance responses and shall specifically exclude any additional testimony or other evidence. The City Council's response shall be the final administrative decision.

ARTICLE 12. PERSONNEL RULES & REGULATIONS

The City Council shall maintain, and review as necessary, adopted Personnel Rules & Regulations, subject to any requirements of Government Code Section 3500, et. seq.

ARTICLE 13. GENERAL PROVISIONS

Section A - LAYOFF

When necessary due to economics, for employees laid off in any of the classes covered by the Agreement, the order of layoff shall be as follows:

1. Provisional/Temporary employees
2. Probationary employees
3. Permanent employees in inverse order of seniority

Employees so 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 on the basis of years of service and evaluation of work record/performance.

Section B - BILL OF RIGHTS

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.

Section C - PAST PRACTICES

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.

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 14. 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, City employees shall not engage in or support strikes, work stoppages, slowdowns, boycotts or other direct or indirect work actions against the City.

ARTICLE 15. 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 renew 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 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 16. 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 17. RE-OPENER

Section A - RE-OPENER RULES

The following Rules will be abided by when either party is wanting to enhance the MOU:

- A. The Association Board Chair or City Chief Negotiator will issue a written letter to the other party requesting the MOU be reopened. The letter will be hand delivered to the President or City Chief Negotiator.
- 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 their negotiation team members (within a fourteen (14) calendar day period) to get a consensus on whether or not the re-opener will be granted (Note calendar days will commence on the date said letter is hand delivered to Association President or City Chief Negotiator).
- D. A written response to the party requesting the opener, will state the reason(s) why or why not the re-opener has been granted.
- 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 18. TERM OF AGREEMENT

This Agreement does not apply to temporary or part-time employees. This Agreement shall be effective from July 1, 2021, through June 30, 2025.

ARTICLE 19. 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, 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, 2021, through June 30th, 2025, as witnessed hereto by the following parties:

SONORA POLICE OFFICERS' ASSOCIATION

Thomas Brickley, SPOA President

Lina Balciunas Cockrell, SPOA Representative

CITY OF SONORA

Matt Hawkins, Mayor

Mary Rose Rutikanga, City Administrator

ATTEST:

Deputy City Clerk