



MEMORANDUM OF
UNDERSTANDING

FOR THE

SONORA EMPLOYEES'
ASSOCIATION (SEA)

FY2025-26 Through FY2029-30

**SONORA EMPLOYEES' ASSOCIATION (SEA)
MEMORANDUM OF UNDERSTANDING (MOU)
JULY 1, 2025, THROUGH JUNE 30, 2030**

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SONORA EMPLOYEES' ASSOCIATION M.O.U.

ARTICLE 1. PREAMBLE

The purpose of this Memorandum of Understanding (hereinafter "MOU" or "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 of Sonora (hereinafter "City") and the Sonora Employees' Association (hereinafter "SEA" or "Association") agree upon the following Memorandum of Understanding (hereinafter "MOU" or "Agreement"). (City and SEA are referred to collectively hereinafter as "Parties")

The City and SEA agree that all employees of the City share the important responsibility of providing superior service to the public and that every job and position is important.

This Agreement is entered into pursuant to the Meyers-Milias-Brown Act, as amended, and has been jointly prepared by the parties. Nothing in this Agreement shall invalidate City Resolution No. 03-21-83-D, nor shall this Agreement or any of its provisions invalidate or be substituted for the City's Administrative Policies, the City's Personnel Rules and Regulations, or any provisions therein, unless explicitly stipulated to herein.

ARTICLE 2. RECOGNITION

The Association is represented by Operating Engineers Local #3. Pursuant to Government Code Section 3500 et seq., the City recognizes the Association as the exclusive bargaining 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
- Finance Assistant/ Deputy City Clerk
- Building Inspector
- Community Development Specialist I & II
- Equipment Mechanic
- City Planner I & II
- Public Works Assistant
- Public Works Specialist I & II
- Public Works Supervisor
- Special Programs Coordinator
- Supervising Mechanic
- Homeless Outreach Coordinator

Bargaining unit members covered by this Agreement, as identified above, are referred to herein as “employees” or “SEA employees.”

The Association does not presently represent temporary or part-time employees within these classifications and such employees are explicitly excluded from the terms of this Agreement. The Association and the City will comply with Government Code section 3505.7 (Assembly Bill 1484) regarding any newly added temporary employees.

ARTICLE 3. MANAGEMENT RIGHTS

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

ARTICLE 4. SALARY PLAN

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

Section 4.2. Biweekly Pay. Employees’ compensation for regular and overtime hours and any other compensation shall normally be paid on a bi-weekly basis via direct deposit.

Section 4.3. 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, at his or her discretion. The City Council has the authority to make the appointment at salary step E.

Section 4.4. Merit Advancement Eligibility. Though the typical probationary period is six (6) months (see Article 18), employees will not be eligible for any merit advancement/ salary adjustment until after one full year of employment in a bargaining unit position, as outlined below.

Section 4.5. Increase Within Range.

4.5.1. Regular bargaining unit 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, 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, probationary, etc.).

4.5.2. Salary range steps shall be administered as follows:

- a. The second step (B) is a merit advancement conferrable when employees have achieved one continuous year of full-time employment in their bargaining unit position.
- b. The third, fourth and fifth step (C, D & E) are merit advancement and conferred at the discretion of the City Administrator. Employees may advance to each step after completion of one (1) year in the preceding step.
- c. The sixth step (F) is based on merit advancement and the employee must have worked three (3) years with the City of Sonora and a minimum of five (5) years with another Government or Tribal Agency, for a total of eight (8) years' experience.

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

4.5.4. Each salary adjustment, excluding longevity pay, 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. With the exception of longevity pay, the date of subsequent salary adjustment shall become the new anniversary date.

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

Section 4.6. COLA Increases During Term.

Base salary ranges shall increase each year for all covered classifications, except the Homeless Outreach Coordinator*, as follows:

Year 1: Two and one-half percent (2.5%) effective July 1, 2025- paid retroactively.

Year 2: Two and one-half percent (2.5%) effective July 1, 2026.

Year 3: Two and one-half percent (2.5%) effective July 1, 2027.

Year 4: Two and one-half percent (2.5%) effective July 1, 2028.

Year 5: Two and one-half percent (2.5%) effective July 1, 2029.

*The Homeless Outreach Coordinator is a grant-funded position and at market compensation according to the Compensation Study and shall not receive increases for the term of this MOU.

The City agrees to complete a Compensation Study prior to negotiations on a successor MOU.

ARTICLE 5. LONGEVITY PAY

Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service to the City (from the service date), and each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for 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%. Percentages shall be compounded. The longevity benefit is automatic and is not based on merit. Any employee eligible for the longevity benefit shall be eligible for said benefit based on service date.

Each 2.5% longevity increase is applied to the adjusted base pay. Percentages shall be compounded, as illustrated in the following examples:

10-Year Longevity: $\$50,000 \times 2.5\% = \$1,250$. Adjusted Salary = \$51,250

15-Year Longevity: $\$51,250 \times 2.5\% = \$1,281.25$. Adjusted Salary = \$52,531.25

20-Year Longevity: $\$52,531.25 \times 2.5\% = \$1,313.28$. Adjusted Salary = \$53,844.53

ARTICLE 6. HOURS OF WORK, OVERTIME, CTO, AND CALL OUT

Section 6.1. Work Week. Unless otherwise designated by the City Administrator in writing, the workweek for employees covered 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 in major changes in operations, payroll procedures, or as otherwise necessary to deliver services as efficiently and as economically as possible.

Section 6.2. Shifts. Department Heads shall prescribe regularly assigned shifts. If a

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

Section 6.3. Overtime. Overtime shall be paid at one and one-half (1.5) 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 and holidays are included in computing the excess hours for overtime purposes. Overtime must be approved in advance by the Department Head. No unofficial overtime shall be allowed. Call-outs or call-backs shall be deemed to constitute the Department Head's advance approval for purposes of overtime compensation, as applicable.

Section 6.4. Compensatory Time Off (CTO). Employees 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 ensure assignment of adequate personnel to maintain city services.

No employee may accrue more than two hundred (200) hours of CTO. Employees shall receive paid overtime for all hours worked in excess of the two hundred (200) hours. All CTO must be taken in increments of not less than one (1) hour.

Section 6.5. 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 three (3) hours regardless of the time actually worked.

ARTICLE 7. INSURANCE COVERAGE

Section 7.1. Current Employees. For the term of this Agreement, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current, regular, and full-time employees and their dependents, if any, as indicated by category and subject to the provisions set forth in this Article.

Section 7.2. New Hires. For new hires, insurance coverages become effective the first calendar day of the month following the hire date, unless the date of hire is the first calendar day, in which case coverage is effective immediately.

Section 7.3. Termination of Benefits. 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 pursuant to applicable state or federal law.

Section 7.4. Leaves of Absence. Regular full-time employees on a leave of absence without pay for more than ten (10) consecutive working days shall not be provided with

City paid insurances or retirement benefits, subject to the provisions of state and federal law. The employee may choose to pay his/her own insurance premiums at the current COBRA rate, as legally applicable. Payment from the employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 7.5. Medical Insurance. For the term of this Agreement, regular full-time employees shall be eligible to participate in the medical insurance program authorized and paid by the City subject to the following:

7.5.1. Contribution for Employees Hired Before July 1, 2025. Employees hired before July 1, 2025 shall contribute fifteen percent (15%) to the monthly premium cost of the medical plan the employee chooses for employee and employee's dependents, if any, via bi-weekly payroll deductions.

7.5.2. Contribution for Employees Hired on or After July 1, 2025. Employees hired on or after July 1, 2025 shall contribute twenty percent (20%) to the monthly premium cost of the medical plan the employee chooses for employee and employee's dependents, if any, via bi-weekly payroll deductions.

7.5.3. Cash-in-Lieu. Employees, whose dependents have coverage elsewhere and elect to discontinue dependent coverage or who currently have no dependent coverage, will receive one hundred and fifty dollars (\$150.00) additional taxable compensation per pay period as cash- in-lieu pay, subject to the following:

- a. Bargaining unit 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.
- b. 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.
- c. There will be no proration of cash-in-lieu pay (see 7.5.5 below).

7.5.4. Dependent Re-Enrollment. 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, subject to plan rules. 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.

7.5.5. Dependent Enrollment. 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, subject to plan rules. 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.

Section 7.6. Vision Program. For the term of this Agreement, the City shall provide employees and their dependents with a vision care program at the City's expense and pay one hundred percent (100%) of whichever plan it selects.

Section 7.7. Dental Program. During the term of this Agreement, the City shall pay for dental coverage up to \$1,000.00 per person per calendar year pursuant to the City's selected plan.

Section 7.8. Life Insurance. During the term of this Agreement, the City shall provide \$55,000.00 in life insurance for employees, \$10,000.00 for employee's spouse, and \$10,000.00 for employee's dependent child.

Section 7.9. Long Term Disability. During the term of this Agreement, the City agrees to provide and pay for long-term disability insurance for employees.

Section 7.10. Short Term Disability. During the term of this Agreement, the City agrees to allow employees to participate in the State Disability Insurance (SDI) program for short-term disability. All SEA employees must participate in the program and each employee will pay the 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.

ARTICLE 8. EDUCATION INCENTIVES AND REIMBURSEMENT

Section 8.1. Education Incentives. Subject to the limitations below, and in accordance with Article 8.5 (Compounding Incentives), the City agrees to provide an increase to Association employees' adjusted base pay as an education incentive. Employees shall receive compensation for educational achievements that enhance their ability to perform their job duties. Degrees and certificates must be approved through a formal evaluation program and must not be required for the employee's current job classification. The following achievements shall be eligible for a 2.5% compounding pay increase:

- Associate's Degree
- Bachelor's Degree
- Master's Degree

- *Class B Commercial License
- I.S.A. Arborist
- State of California Pest Control Advisor's License
- State of California Pesticide Applicators License
- Caltrans Traffic Signal
- Small Engine Mechanic
- **Fire Mechanic
- ***HVAC Certificate
- ***Welding Certificate
- ***Electrical Certificate

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

**To qualify, existing employees who meet the qualifications for Fire Mechanic I, must show documentation of previous fire apparatus repair experience by providing proof of the education instruction and experience requirements equivalent to Fire Mechanic I certification by the Office of the State Fire Marshall (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 a Fire Mechanic I certification from the Office of the State Fire Marshall (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.

***To qualify, existing employees must submit evidence of a bona-fide program in advance and obtain the City Administrator's (or designee's) approval. Only one employee per Department will qualify for a pay incentive for possessing an HVAC, Welding, or Electrical Certificate.

8.1.1. Compounding Education Pay. Each 2.5% education pay increase is applied to the adjusted base pay. Percentages shall be compounded, as illustrated by the following examples:

Associate's Degree: $\$50,000 \times 2.5\% = \$1,250$. Adjusted Salary = \$51,250
 Bachelor's Degree: $\$51,250 \times 5.0\% = \$1,281.25$. Adjusted Salary = \$52,531.25
 Master's Degree: $\$52,531.25 \times 7.5\% = \$1,313.28$. Adjusted Salary = \$53,844.53

8.1.2. Limitations on Education Incentive. The maximum number of compensated licenses, certificates, or degrees an employee may possess is no more than three (3) total, not to exceed a maximum of seven-and-one-half percent (7.5%) additional pay (compounded as illustrated below). 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. Employees shall not receive incentive pay for

any licenses, certificates, or degrees that are minimum qualifications pursuant to the applicable job description.

8.1.3. City Administrator Verification. Licenses, certificates, and degrees upon which incentive pay is based must be verified by the City Administrator. The employee must submit the original license, certificate, or degree or an original letter from the college or institution granting said achievement to qualify for the educational incentive benefit. Upon receipt of an employee's verified document, the City Administrator will evaluate and approve the incentive through a formal program designed to ensure that the educational achievement enhances the employee's ability to perform their job.

Section 8.2. Expense Reimbursement For Obtaining and Maintaining Licenses, Certificates, and Degrees. Employees may be reimbursed for expenses related to licenses, certificates, degrees, classes, and training, subject to the provisions in this Section.

8.2.1. License and Certification Reimbursement and Maintenance. Upon written approval from the Department Head and the City Administrator, the City shall pay for licenses and certifications approved for an employee that are relevant to the employee's position and the work performed. When approved, 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.

8.2.2. Degree Reimbursement. Subject to the limitations below, at the discretion of the Department Head and the City Administrator, the City may contribute toward an employee's degree (Associate's, Bachelor's, or Master's) provided 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 and will enhance the employee's ability to do their job. When approved in advance, 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 education costs incurred.

8.2.3. Classes and Training Reimbursement. Subject to the limitations below, at the discretion of the Department Head and the City Administrator, the City may pay up to fifty percent (50%) of the cost to employees of tuition and books required to attend classes or training programs that, in the City's opinion, would prove beneficial to the City for the employee to attend.

8.2.4. Limitations on Reimbursement. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to reimbursement under this Section nor is any expense not agreed to by the City Administrator or his or her designee. The employee will bear one hundred percent (100%) of the cost of all non-reimbursable or

non-approved expenses. This limitation does not apply to reimbursable expenses associated with City-mandated training.

ARTICLE 9. COMPOUNDING INCENTIVES

Subject to any applicable restrictions, Longevity and Education incentive compensation shall be compounded based on the order in which the employee is eligible for the incentives. Compounding means that each percentage increase is applied to the employees' adjusted base pay after any prior increases have been added.

For example: Total Compensation = Base Pay + Educational Pay + Certification Pay + Longevity Pay

The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime or in lieu of other benefits that are excluded from consideration under the statutes and regulations of the Public Employees Retirement System. If a salary adjustment occurs during a fiscal year, the longevity incentive, education incentive, and certificate pay incentive shall be recalculated as of the effective date of the adjustment. All special compensation shall be administered as per 2 C.C.R. 571(a)(1). All percentages shall be compounded. See attached Salary Schedule.

The mandated order of application shall be Education Pay, Certificate Pay, and then Longevity Pay.

The Parties affirm this Article and the language herein is intended to clarify, not modify former Memoranda of Understanding and the practice of the Parties regarding compounding Special Compensation; it shall not change the past practice of the Parties.

ARTICLE 10. SICK LEAVE

Section 10.1. Sick Leave Accumulation. Employees shall accumulate sick leave at the rate of 1.25 days per month/ 10 hours per month based upon a forty (40) hour workweek ($10.0 \times 12 = 120.0 \div 26 \text{ pay periods} = 4.62 \text{ hours accrual per pay period}$). An employee may accumulate sick leave without limitation, however, if an employee separates from employment with the City, accrued but unused sick leave time will not be paid out to the employee unless the employee meets the criteria for sick leave cash-out, as described below.

Section 10.2. Rate of Pay. The rate of pay for sick leave shall be based upon the employee's current rate of pay.

Section 10.3. Sick Leave Use. Employees may use their accumulated sick leave for paid time off due to illness or injury pursuant to the provisions below. Employees may

also be granted a leave of absence with pay, or 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 or when required due to the illness or injury of a member of employee's immediate family, as defined by the Personnel Rules and Regulations and as required by law. Sick leave shall be used as follows:

- a. Employees shall use sick leave on an hour-for-hour basis. For example, an employee assigned to an eight (8) hour shift shall utilize eight (8) hours of sick leave accrual in order to take one shift off.
- b. If an employee uses sick leave to account for time missed from work that is less than an entire shift, the sick leave shall used shall be rounded up to the nearest fifteen (15) minute increment (e.g. if an employee is absent for twenty (20) minutes, they shall record thirty (30) minutes of sick leave).
- c. In unusual circumstances, the City Administrator may extend family sick leave provisions.
- d. Prior to the employee returning to work after using leave, the Department Head or City Administrator may require the employee to deliver a written statement from the employee's physician or dentist certifying the employee is able to perform all the essential functions of his/her position. The City shall provide forms to be used for such certification. The form shall be completed before the employee will be allowed to return to work.

Section 10.4. Sick Leave Cash-Out Upon Separation.

10.4.1. Employees Hired Before July 1, 2025. Employees who were hired before July 1, 2025 with a minimum of ten (10) years of continuous, full-time permanent and/or part time employment and who separate from the City for reasons other than service retirement, are eligible for a maximum payoff at one hundred percent (100%) pay for the first five hundred and twenty (520) hours (or portion thereof) of sick leave and seventy five percent (75%) pay for up to the next two hundred and forty (240) hours (or portion thereof).

10.4.2. Employees Hired on or After July 1, 2025. Employees hired on or after July 1, 2025 with a minimum of ten (10) years of continuous, full-time permanent and/or part time employment and who separate from the City for reasons other than service retirement, are eligible for a maximum payoff at one hundred percent (100%) pay for the first two hundred and forty (240) hours (or portion thereof) of sick leave and fifty percent (50%) pay for up to the next two hundred and forty (240) hours (or portion thereof).

Section 10.5. Sick Leave Cash-Out/ Conversion Upon CalPERS Retirement.

10.5.1. Employees Hired Before July 1, 2025. Employees hired before July 1, 2025,

who separate from City service through a CalPERS retirement, will be paid out a maximum of five hundred and twenty (520) hours of sick leave at one hundred percent (100%) pay. At the time of retirement, the employee may choose to be cashed out for any sick leave hours, up to the five hundred and twenty (520) hour maximum, with the remaining accrued and unused sick hours that are not cashed out being reported to Cal-PERS to be incorporated into the Employee's Retirement Service Credit Balance, as permitted by CalPERS.

For employees hired before July 1, 2025, as an alternative to the cash-out provision above, at the time of retirement, the employee may instead choose to apply up to five hundred and twenty (520) accrued and unused sick leave hours (at employee's Base Salary rate) toward COBRA insurance.

The rate of pay shall be based upon the base monthly salary rate as of the month prior to retirement.

10.5.2. Employees Hired on or After July 1, 2025. Employees hired on or after July 1, 2025, who separate from City service through a CalPERS retirement, will be paid out a maximum of one hundred percent (100%) pay for the first two hundred and forty (240) hours (or portion thereof) of sick leave and fifty percent (50%) pay for up to the next two hundred and forty (240) hours (or portion thereof) of sick leave.

Sick leave conversion to medical premium cost is not available for employees hired on or after July 1, 2025.

Section 10.6. Conversion of Unused Sick Leave to Vacation. At the end of each fiscal year, Employees shall have the option to carry over accrued and unused sick leave, or, in the alternative, may trade all accrued and unused sick leave from the previous fiscal year to additional vacation time, subject to the following:

- a. In the event of a trade, not less than one hundred percent (100%) of the employee's unused sick leave for the previous year will be traded.
- b. An employee may not trade sick leave past the last previous fiscal year. (e.g. they cannot trade a balance from two years prior).
- c. If sick leave is converted to vacation time, it shall be traded at the rate of two (2) days of sick leave for one (1) day of vacation or the equivalent. (100 sick leave hours for 50 hours of vacation).
- d. The maximum amount of vacation accrual permitted by years of service, as set forth below (Art. 12), shall not be exceeded by operation of any sick leave conversion.

Section 10.7. Sick Leave Donation. A permanent employee may donate up to sixteen (16) hours of sick leave per year to another employee covered by this Agreement

subject to the following:

- a. The recipient employee must have exhausted all his/her leave balances.
- b. The receiving employee will retain any donated time not used.
- c. A donating employee must retain a minimum of one hundred and sixty-eight (168) hours of total accrued time.
- d. It is the responsibility of SEA's president to ensure all donors remain confidential.

ARTICLE 11. BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family or other close relative, as defined by the City's Personnel Rules and Regulations, the employee may be granted a leave of absence with pay not to exceed five (5) working days. Time not worked due to bereavement leave shall not adversely affect the employee's accrual of other types of leave (e.g. vacation, sick leave, etc.).

ARTICLE 12. HOLIDAYS

Section 12.1. Paid Holidays. Regular, full-time bargaining unit employees are entitled to the following paid holidays per year:

January 1st – New Year's Day
Third Monday in January – Martin Luther King Day
Third Monday in February – President's Day
Last Monday in May – Memorial Day
June 19th – Juneteenth
July 4th – Independence Day
First Monday in September – Labor Day
Second Monday in October – Columbus Day
November 11 – Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
Three (3) Floating Holidays to be taken at employee's option*

Should a holiday fall on a Saturday, it shall be observed on the preceding workday and if it should fall on a Sunday, it shall be observed on the succeeding workday.

If an employee is sick during a prescribed holiday, the employee will receive payment

for the holiday and will not be charged sick time for the day off work.

Should a holiday fall on an employee's scheduled vacation, the employee will not be charged vacation time for that day.

*If an employee has any Floating Holiday hours remaining in July of each year, the employee may sell back to the City their Floating Holiday bank in the month of July.

Section 12.2. Work on Holidays. Employees required to work on a designated holiday shall be paid for the holiday and be paid at the rate of one and one-half (1.5) times their hourly rate for time worked, and if the employee works 4.25 hours or more, shall be given an additional day off at a later date. Said additional date shall be recorded as an in-lieu holiday.

Section 12.3. Additional Holidays Recognized. 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.

ARTICLE 13. VACATION

Section 13.1. Vacation Accrual Rates. Employees shall earn annual vacation as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS PER YEAR</u>
01 – 05	10
06 - 10*	15
11 - 20**	20
21+***	25

*Fifteen days will be the accrual rate aft 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.

Section 13.2. Maximum Vacation Accrual. In no event shall an employee represented by this Agreement accrue vacation beyond a ceiling of two (2) years' worth of accrual.

Section 13.3. Compensation for Work Assignment During Vacation. If a bargaining unit employee gives a minimum of two weeks' advance notice for vacation leave, and is then assigned to work a day on the weekend 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.

ARTICLE 14. RETIREMENT

Section 14.1. CalPERS Retirement. For the term of this Agreement, the City shall provide bargaining unit 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.

Section 14.2. Employee Contribution and City Contribution. All employees, whether Classic or New Members, shall pay 100% of the employee's contribution costs and the City shall pay 100% of the employer's contribution costs.

Section 14.3. Optional Leave Payout Upon Retirement. Upon retirement, an employee may choose to have their accrued and unused leave balances paid out over a period of three (3) years in equal payments, subject to the restrictions applicable to each species of leave and subject to the provision of Sections 10.4 and 10.5.

ARTICLE 15. WORKERS' COMPENSATION

The City will allow an employee who is temporarily disabled due to an accepted job-related workers' compensation injury to use any leave accrual balances, except sick leave, when the employee submits a written request to the City Administrator pursuant to the provisions below.

If a bargaining unit employee chooses this option, he/she will request a leave of absence without pay in writing. He/she will then receive his/her workers' compensation checks directly from the City's workers' compensation adjustors. If the employee is on leave of absence without pay for more than ten (10) consecutive working days, all insurances and retirement benefits provided by the City shall cease (Article 7, Insurance Coverage). 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.

ARTICLE 16. UNIFORMS AND OTHER ALLOWANCES

Section 16.1. Work Boot and Uniform Allowance. For Public Works employees subject to this Agreement, the City shall reimburse each employee up to nine hundred and fifty dollars (\$950.00) annually toward the purchase of safety-toed work boots and

uniform expenses 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. Uniforms and boots must be purchased from a vendor on an approved list (mutually agreeable to the City and the Association). Employees must provide proof to the City regarding expenses incurred (receipts) for reimbursement under this Section.

Section 16.2. Uniforms and Laundry Service for Mechanics. 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.

Section 16.3. Cell Phones. The City shall pay a monthly stipend of fifty dollars (\$50) as a cell phone allowance, in lieu of being issued or using a City cellphone. Once this stipend is paid, it is the responsibility of the bargaining unit employee to have a cellphone available for business use.

Section 16.4. Annual Physical Allowance. The City agrees to provide employees an allowance of two hundred and fifty dollars (\$250.00) per fiscal year (July 1 – June 30) for an annual physical. The allowance shall be reimbursed to employees upon the City's receipt of employee's "Employee Physical Verification" form signed by the employee's attending physician or physician's representative (for form, see Exhibit "B" to MOU).

ARTICLE 17. REPRESENTATIVE RELEASE TIME AND ASSOCIATION MEETINGS

Section 17.1. Representative Release Time for Meetings. The City shall permit SEA a reasonable number of representatives time off with pay to meet with management to discuss grievance resolution or to negotiate with management over subjects of bargaining or the terms of this MOU. A representative shall request time off from his or her supervisor in advance of any meeting subject to this provision and notify them of the meeting's duration. In no case will an employee's attendance at a meeting cause disruption to City services.

Section 17.2. Association Use of City Equipment. SEA will not use City equipment or supplies for Association business unless the City Administrator has granted prior approval, and SEA pays reasonable and customary expenses.

Section 17.3. Employees' Attendance at Association Meetings. Employees shall not attend Association meetings during their on-duty hours absent the City Administrator's express approval. The City Administrator will not permit on-duty personnel to attend a meeting if his or her attendance would preclude him or her from meeting normal job productivity expectations. In no case will overtime be authorized so that an employee may "catch up" on any work not accomplished as a result of attending an Association meeting. Off-duty personnel will not be compensated for attending Association meetings. The Association may hold its meetings on City premises, if scheduled in advance.

Section 17.4. Notification Upon Change of Representative. Should the Association change its designated representative(s), it shall notify the City Administrator, in writing, at least one week in advance of the effective date of the change.

ARTICLE 18. DUES DEDUCTIONS

Section 18.1. Payroll Deduction. Payment of dues shall be by payroll deduction upon SEA's President's written certification to the City that an employee has signed a dues deduction authorization. The City will deduct the appropriate dues from the employee's pay and remit such fees to Operating Engineers, Local 3 on a bi-weekly basis for the term of this Agreement. Should a dispute arise concerning the existence of any Employee's authorization to deduct dues, SEA will provide a copy of the authorization at issue to the City. The City will permit other employee payroll deductions to Operating Engineer's Credit Union upon the written request of the employee under the conditions provided herein.

Section 18.2. Changes to Deductions. Employee requests to revoke or change deductions must be directed to SEA/ Operating Engineers Local #3. Deductions will continue unless SEA/ Operating Engineers Local #3 provides the City written notice of the revocation or modification.

Section 18.3. Hold Harmless. SEA/ Operating Engineers Local #3 agrees to hold the City harmless from all claims, demands, suits, losses, or other forms of liability that may arise against the City for or on account of any deduction made from the wages of employees pursuant to this Article and will hold the City harmless for the administration of this Article. SEA will indemnify the City against any unusual costs in implementing these provisions.

ARTICLE 19. PROBATIONARY PERIOD

The probationary period for SEA employees shall be six (6) months. Probationary periods may be extended for a period or periods not to exceed six (6) additional months if approved, in writing, by the City Administrator or his/her designee.

ARTICLE 20. WORKING OUT OF CLASSIFICATION

Section 20.1. Out of Class Assignments. Employee compensation for working out of classification is set forth in the City's Personnel Rules and Regulations. Out of classification assignments shall only be made when the incumbent employee is on leave, or the position is vacant pending the completion of the recruitment process. Such assignments will only apply to formal work/job classifications as adopted by the City Council, subject to the provisions below. Such assignments shall be made by the Department Head with the approval of the City Administrator.

Section 20.2. For Vacant Positions. If the employee is assigned to work in an upgraded position or higher classification which has become vacant, the appointment in the out-of-class position shall not exceed nine hundred and sixty (960) hours in each fiscal year.

Section 20.3. For Leaves of Absence. Out of classification assignments that occur due to another City employee going 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 and Regulations has been activated.

Section 20.4. Extension of 120-Day Assignment. The City shall have the option of extending the one hundred (120) day period of working out of class due to another City employee going out on a leave of absence for an additional sixty (60) calendar days if the incumbent City employee who is out on leave is expected to return after the expiration of the 60 calendar days. Said option shall be exercised in writing, not later than the one hundred and twentieth (120th) calendar day after the employee is notified, as outlined above. In the event said option is not exercised in writing, 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 returned to their regular assignment.

Section 20.5. Notice of Vacancy. 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 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 said notices are distributed.

Section 20.6. First Consideration. Full-time regular staff will be given first consideration during the recruitment process if the qualifications of the full-time regular staff person and the qualifications of the other applicant(s) are equivalent, as determined by the City Administrator or his/her designee.

ARTICLE 21. WORK FURLOUGH

If a change in law (including, but not limited to State, Federal, or case law) or condition 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-off.

ARTICLE 22. MISCELLANEOUS

Section 22.1. Tuolumne County Health Fair. For the term of this Agreement, the City shall reimburse employees for the cost of employees attending the Tuolumne County Health Fair, up to fifty dollars (\$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 pursuant to the terms and conditions of such leave.

Section 22.2. Motherload Roundup/ 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 ensure 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 22.3. Review of Job Descriptions. The City shall review employees' duties and responsibilities and re-write job descriptions, as appropriate.

Section 22.4. Grievances. Refer to Article 20 of the City's Personnel Rules and Regulations.

ARTICLE 23. 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 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.

ARTICLE 24. PERSONNEL RULES

For the purposes of specification and clarification, the definitions contained within City of Sonora Resolution No. 03-21-83-D and the City's adopted Personnel Rules & Regulations shall apply unless expressly modified herein.

SEA understands and acknowledges the City intends to revise, change, and modify its Personnel Rules and Regulations during the term of this Agreement. The City explicitly retains the authority to make substantive and non-substantive revisions, changes, and

modifications to the document subject to SEA's right to meet and confer pursuant to the Meyers-Milias Brown Act.

ARTICLE 25. FULL ARGREEMENT

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 and Regulations and Administrative Policies shall apply.

Except in cases of emergency, SEA 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.

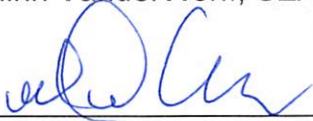
This Agreement shall be effective the first day full pay period after ratification by the Association and approval by the Council, through June 30, 2030, as witnessed hereto by the Parties:

[SIGNATURES ON FOLLOWING PAGE]

SONORA EMPLOYEES' ASSOCIATION



Quinn VanderWerff, SEA President



11-24-25

Michael DeAnda, OE #3 Business Representative

CITY OF SONORA

Ann Segerstrom, Mayor

Melissa Eads, City Administrator

ATTEST:

Tracy Skelly, City Clerk