MEMORANDUM OF UNDERSTANDING FOR THE SONORA MANAGEMENT EMPLOYEES' ASSOCIATION (SMEA)

FY 2024-25 through FY 2028-29

SONORA MANAGEMENT EMPLOYEES' ASSOCIATION

MOU 2024-2029

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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 Management Employees' Association (hereinafter "SMEA" or "Association") (City and SMEA referred to collectively hereafter as "Parties") agree that all employees of the City share in the important responsibility of providing superior service to the public and that every job and position is important.

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.

ARTICLE 2. RECOGNITION

Pursuant to Government Code Section 3500 et seq., and City Resolution 03-21-83-D, the City recognizes SMEA as the exclusive bargaining representative for all regular full-time management positions pursuant to the Meyers-Milias Brown Act, including:

- Community Development Director
- Administrative Services Director (vacant)*
- Fire Chief
- Police Lieutenant
- Police Chief
- Assistant City Administrator
- Building Official

Bargaining unit members covered this Agreement are referred to herein as "Employee(s)" or "SMEA Employee(s)" unless specifically referenced by position.

* The Administrative Services Director position will remain in the SMEA, however, the Parties acknowledge the position will be vacant and unfunded until such time the City agrees to fill and fund the position.

The terms of this Agreement shall apply to the Employees identified above. SMEA does not represent temporary or part-time employees, with the exception of an Employee who is employed in one of the management positions set forth above who has entered into an agreement with the City for a reduced work hour schedule, pursuant to Article 6 of this MOU.

ARTICLE 3. CITY 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.

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 other terms and conditions of employment and shall fully consider presentations as are made by SMEA on behalf of its members prior to arriving at a determination of policy or course of action.

The Association shall have the right to grieve any violation of this Agreement by the City of Sonora.

ARTICLE 4. SALARY PLAN

Section 4.1: Pay Scale/ Salary Schedule Effective November 11, 2024. The Parties agree that effective November 11, 2024, Employees' salaries are to be determined by the Pay Scale (or Salary Schedule), attached hereto as Exhibit "A" and incorporated herein. Employees regularly assigned a position in a classification covered by this Agreement shall be paid a salary within the range established for that position's classification:

Any pay raises due to Employees pursuant to the Salary Schedule (Attachment "A") shall be retroactive to November 11, 2024. Upon the effective date of the Pay Scale/ Salary

Schedule, all Employees hired on or before that date shall have a new anniversary date, as set forth in Section 4.4, of November 11, 2024.

Any COLA increases due to Employees on July 1, 2024, under the prior MOU will be implemented. The pre-July 1, 2024, COLAs will remain in effect until the new Pay Scale becomes effective on November 11, 2024. Upon its effective date, the new Pay Scale/ Salary Schedule shall supersede and negate all prior COLA agreements and shall represent Employees' entire salaries.

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

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

Section 4.4: Increase Within Range.

4.4.1. Every regular Employee who is employed in a classification for which there is a salary range shall have an anniversary date. Effective November 11, 2024, the effective date of the Pay Scale/ Salary Schedule (as set forth in Section 4.1), the current anniversary date of all Employees hired on or before that date shall be reset to November 11, 2024, and they shall be eligible for their next salary increase on November 11, 2025, though the City Administrator may make an exception if such implementation would result in a grossly unfair result for any Employee(s). All salary adjustments—excluding certificate, education, and longevity pay—are made effective on the anniversary date or any time thereafter, pending review and approval by the City Administrator. Eligibility for subsequent salary adjustments (excluding certificate, education, and longevity pay) will occur one year after the current anniversary date. The anniversary date refers to the date an employee is hired or promoted into a full-time position.

It is important to distinguish the anniversary date from the following:

- **Service Date**: This is the date an employee was hired into a regular full-time position and is used to calculate vacation and longevity pay.
- **Hire Date**: This is the date the employee first began working for the City, whether in a temporary, reserve, probationary, part-time, or other non-full-time capacity.

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

a. The second step (B) is merit advancement. Employees may advance to the second step (B) after completing one year of employment in the position at the review and approval of the City Administrator. The one-year period shall be a probation/orientation period.

b. The third step (C), fourth step (D), fifth step (E) and sixth step (F) are merit advancements conferred upon Employees upon the review and approval of the City Administrator. Employees shall be eligible for advancement to their next step on their subsequent anniversary date.

c. Except as set forth above, no other conditions, other than merit, will be necessary for members of SMEA to achieve the sixth step (F).

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

4.4.4. No advance in steps shall be automatic upon completion of the period of service outlined herein above, and all increases shall be made upon review and approval of the City Administrator with consideration given to 1) achievement as established by the Employee's work performance, and 2) any documentation by evaluation. An increase in pay shall be withheld in cases of inferior work, lack of application, indifferent attitude, and any other sufficient reason.

4.4.5. Each salary adjustment shall become effective on the Employee's anniversary date, 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.

Section 4.5: Police Lieutenant. The salary of the individual holding the position of Police Lieutenant as of the effective date of this Agreement shall be within 17.5% of the Police Chief's base salary for the term of this Agreement. This provision will not apply to any future individuals holding the position of Police Lieutenant(s) and such person's compensation shall be subject to the Salary Schedule only.

Section 4.6: Compensation Study. City agrees to complete a classification and compensation study after September 1, 2028, to be completed by March 1, 2029.

ARTICLE 5. LONGEVITY PAY

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

ARTICLE 6. REDUCED WORK HOUR SCHEDULE

In the event a management Employee desires a reduction in their work hour schedule, they must first make a written request to the City Administrator. If the City Administrator deems the request to have merit and be of mutual benefit to both the City and the Employee, the City Administrator may approve the request in writing. The Employee's salary and all benefits (i.e., leave accruals, insurances, etc.) will be pro-rated to correspond to the hours worked.

ARTICLE 7. CERTIFICATE AND EDUCATION INCENTIVES

Section 7.1: P.O.S.T. Certificates. Subject to the limitations set forth herein and in Section 7.5, the current Police Lieutenant and Police Chief as of the execution of this Agreement shall receive a two and one-half percent (2.5%) increase in their base salary for possession of any of the following valid P.O.S.T. Certificates, however, for Employees

hired after July 1, 2024, Certificates required for the Employee's position, as specified in the applicable job description, shall not be eligible for incentive pay:

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

b. Intermediate P.O.S.T. Certificate

c. Advanced P.O.S.T. Certificate

d. Supervisory P.O.S.T. Certificate

e. Management P.O.S.T. Certificate.

Police Employees hired after July 1, 2024, shall be entitled to the two and one-half percent (2.5%) incentive for possessing any P.O.S.T Certificate(s) identified above that are not required pursuant to the applicable job description, even if subordinate to the Certificate required.

Section 7.2: Fire Certificates. Subject to the limitations set forth herein and in Section 7.5, the current Fire Chief shall receive a two and one-half percent (2.5%) for Fire Inspector and five percent (5%) for Fire Investigator and a two and one-half percent (2.5%) increase for possession of State Fire Training Officer and Company Officer.

Employees hired after July 1, 2024 shall be entitled to two and one-half percent (2.5%) incentive for possessing Certificate(s) identified below that are not required pursuant to the applicable job description, even if subordinate to the Certificate required:

a. State Fire Training Officer (2.5%)

b. Company Officer (2.5%)

c. Fire Inspector (2.5%)*

d. Fire Investigator (5.0%)*

* Fire Inspector and Fire Investigator are assignments set forth in the current Sonora Fire Fighters' Association Memorandum of Understanding requiring both a Certificate and

appointment by the Fire Chief. The City intends for non-management employees to fill these roles. Therefore, for SMEA Employees hired after July 1, 2024, the Fire Chief shall be eligible to perform these assignments as needed if he or she possesses the requisite Certificate(s) but shall only be entitled to incentive pay when affirmatively appointed to an assignment by the City Administrator on a long-term basis to fulfill the duties of the assignment(s). The City Administrator's appointment shall be in writing with a copy to the Employee and Human Resources.

Section 7.3: Emergency Services Coordinator. Subject to the limitations set forth herein and in Section 7.5, the City Administrator may appoint an SMEA Employee to be the City's Emergency Services Coordinator (ESC). The ESC will execute the City's and administer the Emergency Services Program pursuant to the Emergency Services Plan under the supervision of the City Administrator and shall perform related tasks as assigned by the City Administrator or designee. Pursuant to the Emergency Services Plan, the City Administrator shall have the sole authority to appoint the ESC and to determine the length of the appointment. The appointed ESC shall be entitled to a two and one-half percent (2.5%) increase in base salary for the duration of the appointment only.

Section 7.4: Degree Incentive Pay. Subject to the limitations set forth in Section 7.5 and subject to verification and assessment by the City Administrator, the City agrees to provide a pay increase to Employees' base salary as an education incentive for those Employees who have attained the following degrees, unless such degrees are required for the position pursuant to the job description in the case of Employees hired after July 1, 2024:

- Associate's Degree – 2.5%
- Bachelor's Degree – 5.0%
- Master's Degree/Certified Public Accountant – 7.5%
- Doctorate – 10.0%

The City agrees, to the extent required by Government Code Sections 3500, et seq., (the Meyers-Milias-Brown Act) to meet and confer, upon request, with unit representatives concerning modifying or changing wages, hours and other terms and conditions of employment and shall fully consider presentations as are made by SMEA on behalf of its

members prior to arriving at a determination of policy or course of action.

Section 7.5: Maximum Incentive Pay.

7.5.1. Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution accredited by the U.S. Department of Education.

7.5.2. The degree incentive shall not be cumulative. For example, if 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.

7.5.3. The Parties intend for Employees hired before July 1, 2024, to continue to receive the incentive pay they were receiving for any education and/or certificate(s) they possess as of the execution of this Agreement and that their incentive pay is not decreased by operation of this Agreement nor is it increased by operation of this Agreement unless they obtain and submit additional certifications and/or degrees they did not possess as of the execution of this Agreement.

7.5.4. For all Employees hired after July 1, 2024, the maximum education, certification, and/or assignment incentive pay Employees may receive cumulatively is 15%.

Section 7.6: PERS/Taxable. The education incentive shall be included in the Employee's base pay and is considered reportable salary to PERS and taxable.

Section 7.7: City Administrator Verification. To qualify for the education incentive, the degree must be from a postsecondary institution accredited by the U.S. Department of Education. The City Administrator retains discretion as to whether the degree, or the educational institution conferring the degree, is valid for the purpose of the incentive pay described herein. An Employee seeking the incentive pay must produce the original degree or an original letter from the educational institution granting said degree to the City Administrator for consideration relative to the educational incentive benefit. The City

Administrator may require the Employee to provide additional or clarifying information.

Section 7.8: Tuition Reimbursement. Once an Employee has successfully completed a course (or obtained a certificate) approved in advance by the City Administrator in writing, the City will reimburse the employee up to a maximum of 50 percent (50%) of the fees and costs incurred by the Employee in obtaining the certificate, such as the cost for tuition and books and registration expenses. Travel time, time in class, gas, parking fees, mileage, and meal costs are explicitly not subject to City reimbursement.

In approving or disapproving courses for reimbursement, the City Administrator shall take the budget and fiscal state of The City into account. The City Administrator, in their sole discretion, determines the merit of the courses/certificates proposed by the employee and the percentage of fees/costs subject to reimbursement upon the Employee's successful completion. Costs/expenses incurred by an Employee for courses they did not complete are not reimbursable, regardless of type.

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

ARTICLE 8. INSURANCE COVERAGE

Section 8.1: 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 Employees and their dependents, if any, as indicated by category and subject to the provisions below.

Section 8.2: New Hires. For new hires, medical, dental, vision, life, and long-term disability insurance coverages, as set forth below, become effective the first calendar day of the month following the date of hire, unless the date of hire is the first calendar day of

the month, in which case coverage is effective immediately.

Section 8.3: Termination of Benefits. All medical, dental, vision, life and disability insurance will end for terminating Employees and their dependents, if any, on the Employee's date of separation from the City, unless otherwise provided for by this Agreement or as indicated by law.

For any regular full-time Employee on leave of absence for more than ten (10) consecutive working days, medical, dental, vision, life, long term disability insurance, and retirement benefits provided by the City shall cease to be provided upon expiration of the Employee's sick leave, holiday, administrative leave, and vacation accrual, subject to provisions of State and Federal law. If the Employee elects medical, dental, vision, and life insurance, it shall be paid at the COBRA rate; payment from the Employee shall be due monthly in advance. Payment may be prorated, as appropriate.

Section 8.4: Medical Insurance

8.4.1. All Employees in regular full-time positions shall be eligible to participate in a health program authorized and paid by the City as follows:

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

8.4.3. Employees, whose dependents have coverage elsewhere, and who elect not to enroll their dependents in the City's plan, or who discontinue dependent coverage through the City's plan, will receive $45.00 additional taxable compensation per pay period subject to the following:

a. 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.).

b. 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.

c. 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.

d. There will be no proration of in-lieu benefits.

8.4.4. Dependent enrollment/ reenrollment shall be subject to the following conditions:

a. Dependents, who are deleted from the City's coverage, and subsequently elect to come back under the City's plan, will be allowed to do so at the beginning of a calendar month. 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.

b. Employees who elect to add a new dependent(s) who have never been under the City's policy, may do so at the beginning of any calendar month. If the Employee is currently receiving a dependent in-lieu pay, 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 1st, and the prior pay period ends on February 24th, the Employee's last in-lieu pay would be for the pay period ended February 24th.

c. All new Employees to the City will fall under these same provisions.

Section 8.5: Life Insurance. The City shall provide, and pay premiums for, term life insurance for current Employees ,with a payoff value equal to the Employee's annual salary at time of death (or disability, if provided by policy), with a salary cap of $150,000.

The City shall also provide, and pay premiums for, the following dependent life insurance coverage for current Employees:

a. Spouse $25,000
b. Dependent $10,000

Section 8.6: Vision Program. The City shall provide Employees covered by this Agreement and their dependents with a vision care program and pay 100% of whichever plan it selects.

Section 8.7: Dental Program. 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 8.8: Long-Term Disability. The City agrees to provide and pay for long-term disability insurance. The City, at its option, may change the carrier, but cannot change coverage without going through the meet and confer process.

Section 8.9: Annual Physical. City agrees to provide Employees an allowance of two hundred and fifty dollars ($250) per fiscal year (July 1st - June 30th) for an annual physical examination upon receipt of an "Employee Physical Verification" form signed by the Employee's physician and/or physician's representative.

ARTICLE 9. POST RETIREMENT BENEFITS

Section 9.1: Employees Hired into the Unit on or Before July 1, 2024. For Employees hired to a classification covered by this Agreement (as set forth in Article 2) on or before July 1, 2024, who retire from City employment after a minimum of ten (10) years of continuous service as a full-time benefitted Employee, the City will provide the medical, dental, and vision programs currently provided to active Association Members/Employees in the bargaining unit, subject to the following conditions:

a. The City agrees to pay fifty percent (50%) of the then monthly premium for such coverage for a retiring Employee having attained the age of fifty (50) for Safety Members and fifty-five (55) for all others represented by the Association.

b. The retiring Employee shall be responsible for fifty percent (50%) of the monthly premium and the same deductible as other Employees of the Association.

c. The retiring Employee shall not be responsible for any City self-funded portion.

d. The City agrees to pay seventy-five percent (75%) of the then monthly premium for such coverage upon the Employee attaining the age of sixty (60).

e. The Employee attaining the age of sixty (60) shall be responsible for twenty-five percent (25%) of the monthly premium and the same deductible as other Employees of the Association.

f. The retired Employee shall not be responsible for any City self-funded portion.

g. It is understood that Employees who retire before age sixty (60), and who receive the benefit of the above paragraph, shall benefit from the paragraph upon attaining age sixty (60).

h. If the retiring/ retired Employee chooses not to participate in the City's plan upon retirement, they will not be allowed to be reinstated.

i. If the retiring/ retired Employee chooses to participate in the City's plan(s) upon retirement and subsequently withdraws from the plan(s), he or she will not be allowed to be reinstated.

j. Spouse and dependents may be included in this coverage, at the Employee's discretion, with the same provisions and conditions applicable to the retired Employee, and subject to the provisions below.

k. Dependent coverage shall be limited to the same criteria as that of dependent coverage for active Association members (currently coverage until the age of twenty-six (26)).

l. Employees who were not hired to a position/classification covered by this Agreement as of July 1, 2024, are explicitly excluded from the benefit described in this Section (9.1).

m. Current employees in SMEA hired on or before July 1, 2024, that promote will be entitled to receive the above listed benefits, subject to ten (10) years of continuous full-time service and the other provisions in this Article.

9.1.1. In the future, should the Association agree to modify or reduce such coverage as outlined above for active Association members, the City agrees to make any of the City's then current coverage available to retired Employees hired into a position/ classification covered by this Agreement on or before July 1, 2024, under the terms described herein.

9.1.2. In the event of the death of the Employee, his or her surviving spouse and any existing covered and then-enrolled dependents will be allowed to continue coverage under the conditions set forth in this Article; however, they will not be allowed to add individuals to the City's plan.

9.1.3. Coverage for the retired Employee shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. Coverage for the surviving spouse shall terminate sixty (60) days after he/she becomes eligible for Medicare coverage. All remaining dependents' coverage shall terminate sixty (60) days after the retired Employee or surviving spouse becomes eligible for Medicare.

Section 9.2: Employees Hired into the Unit After July 1, 2024. Employees hired into a position/classification covered by this Agreement, promoted into a position/classification covered by this Agreement, or transferred to a position/ classification covered by this Agreement after July 1, 2024, or who were not otherwise a full-time regular Employee described in Article 2 as of that date, are not eligible for post-retirement medical benefits or any other non-pension post-employment benefits and they are specifically excluded from the benefits set forth in Section 9.1. This Section does not apply to Employees hired to a full-time position/classification covered by this Agreement before July 1, 2024.

Section 9.3: Employee Retiree Medical Discussions. The City agrees to continue to explore the feasibility of any SMEA proposals regarding potential post-retirement medical benefits for Employees hired, promoted, or transferred into the Unit after July 1, 2024, that would not be unduly financially burdensome for the City, and which would help the City recruit and retain Employees. Proposals may be submitted to the City Administrator. Should the City Administrator agree in theory to a proposal, upon direction from the City Council, SMEA and the City Administrator may negotiate the Employees' contribution and the City's contribution.

ARTICLE 10. SICK LEAVE

Section 10.1: Sick Leave Accumulation and Use. Employees shall accumulate Sick Leave at the rate of one and one quarter (1.25) days per month/ ten (10.0) hours per month. (10.0 x 12 = 120.0 + 26 pay periods= 4.62 hours' accrual per pay period). An Employee may accumulate Sick Leave without limitation subject to the following:

1. Rate of Pay. The rate of pay for Sick Leave shall be based upon the Employee's current rate of pay.
2. Sick Leave Use. Employees may use their accumulated Sick Leave for paid time off work due to illness or injury. Sick Leave must be taken in fifteen-minute increments, rounded up. (e.g., if any Employee is gone for twenty minutes, thirty will be recorded).
3. Employees may be granted leave with pay, or leave without pay, when the absence is required because of illness or injury of a member of the immediate family.
4. Each day utilized for this leave shall be subtracted from the Employee's Sick Leave entitlement.
5. The City Administrator may require a justification for the need for this Leave before approving the leave.
6. Employees may use a maximum equal to the current year's accrual in any given year of Sick Leave accrual for the purpose of family sick leave.
7. In unusual instances the City Administrator may extend family sick leave provisions. For the purpose of this subsection "immediate family" shall be defined as that found within the adopted Personnel Rules and Regulations of the City of Sonora.
8. Employees who use two (2) shifts (16.0 hours) or less of sick leave per fiscal year, shall be credited with one (1) additional shift (8.0 hours) of Administrative Leave.

Section 10.2: Conversion of Unused Sick Time to Vacation. At the end of each fiscal year the 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, subject to the following:

a. 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.

b. If sick leave is converted to vacation time it shall be converted as two (2) days of sick leave for one (1) day of vacation or the equivalent.

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

Section 10.3: Sick Leave Conversion Upon Separation from Employment.

10.3.1. Employees hired on or before July 1, 2024, with a minimum of five (5) years of continuous, full-time permanent employment, who separate from the City, for other than service retirement, are eligible for a maximum payoff, at full salary, of 480.0 hours accumulated sick leave.

10.3.2. Employees hired after July 1, 2024, with a minimum of five (5) years of continuous, full-time permanent employment, who separate from the City, for other than service retirement, are eligible for a maximum payoff of 300 hours of accumulated sick leave at full salary.

Section 10.4: Sick Leave Conversion Upon Retirement.

10.4.1. Employees Hired on or Before July 1, 2024. An Employee hired on or before July 1, 2024, upon retirement from the City, may obtain a payout of up to (1) 480 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued Sick Leave at fifty percent (50%) of their current hourly rate of pay.

a. As an alternative, upon retirement from the City, an Employee hired on or before July 1, 2024, may: (1) obtain a payout of up to 480 hours of accrued Sick Leave at their current hourly rate of pay and (2) apply up to an additional 480 hours of accrued Sick Leave at their current hourly rate toward the monthly medical, dental and/or vision premium costs which

occur following the Employee's effective service retirement date through and including the date when the Employee becomes eligible for Medicare.

b. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

10.4.2. An Employee hired after July 1, 2024, upon retirement from the City, may obtain a payout of up to: (1) 240 hours of accrued Sick Leave at their current hourly rate of pay and (2) an additional 240 hours of accrued sick leave at fifty percent (50%) of their current hourly rate of pay. Any remaining sick leave hours that are not paid off may be reported to CALPERS to be incorporated into the Employee's Retirement Service Credit balance, as legally allowed.

Section 10.5: Sick Leave Donation. An Employee may donate sick leave to another full-time benefitted employee on an hour-per-hour basis subject to the following:

a. The employee requiring the sick leave donation must have exhausted all leave balances.

b. Employees donating sick leave must keep a minimum sick leave accrual balance of eighty (80.0) hours.

c. If an Employee has less than 80.0 hours of sick leave accrual, that Employee will not be eligible to donate sick leave.

d. All donors will remain confidential.

ARTICLE 11. ADMINISTRATIVE LEAVE

Section 11.1: Annual Administrative Leave. Employees shall receive 12 shifts (96.0 hours), annual Administrative Leave as of July 1st of each year covered by this agreement.

Section 11.2: New Employees/ Prorated Administrative Leave. A new Employee shall receive Administrative Leave on a pro-rated basis in a lump sum (26 pay periods + 96.0 hours = 3.69 hours per pay period) subject to the following:

a. If an Employee is in paid status for any portion of a pay period, he/she will be entitled to a full accrual.

b. For example, if an Employee was hired during the 10th pay period of the fiscal year, he/she would be entitled to 62.78 hours of Administrative Leave (17 pay periods x 3.69 = 62.78).

Section 11.3: Maximum Administrative Leave Accrual. In no event shall an Employee accrue Administrative Leave beyond a ceiling of two (2) years' worth of accruals.

Section 11.4: Sell-Back of Administrative Leave. An Employee may sell back up to a total of four weeks of accrued administrative leave or vacation leave to the City each calendar year on the condition the Employee maintains a balance of one-year accrual of administrative leave as defined in Section 10.1 and subject to the following:

a. An Employee may not sell back more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year.

b. Employees who elect to sell back Administrative Leave must submit an irrevocable election form before December 31st in the preceding calendar year specifying the number of hours of Administrative Leave that he or she will irrevocably elect to cash out in the following calendar year.

c. The form will be automatically processed and paid by January 31st. Employees who do not make an election by submitting the irrevocable election form before December 31st of the current year will not be able to sell back Administrative Leave benefits in the following calendar year.

d. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

At the discretion of the City Administrator, and upon terms agreed upon between the effected Employee(s) and the City Administrator, an Employee may sell more than four

weeks of accrued administrative leave or vacation leave to the City if chronic staff shortage and the need to fill shifts will result in the Employee losing his/her accruals.

ARTICLE 12. BEREAVEMENT LEAVE

In the event of a death of the Employee's immediate family or other close relative, as defined by the City's Personnel Rules & Regulations and state law, an Employee may be granted leave of absence with pay not to exceed five (5) working days. Time not worked because of such bereavement leave shall not adversely affect the accrual of regularly assigned leave (e.g., vacation, sick leave, Administrative Leave, etc.)

ARTICLE 13. JURY DUTY

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

ARTICLE 14. UNIFORM ALLOWANCE

Section 14.1: Amount and Timing of Uniform Allowance for Fire Chief, Police Chief, and Police Lieutenant. The Fire Chief will receive an annual uniform allowance of $1,200.00 and the Police Chief and Police Lieutenant will receive an annual uniform allowance of $1,500.00. The uniform allowances shall be paid the first full pay period in December of every year via a single payment separate from Employee's regular pay.

Section 14.2: Building Official Uniforms and Personal Protective Equipment. The City shall provide the Building Official uniform expenses as part of the department budget.

Section 14.3: Uniform Expectations. Employees represent the City at all times. In return for the allowance set forth in Section 14.1, Employees should endeavor to wear their department uniform to all City Council meetings, formal City events, and whenever appropriate given the situation. Uniforms shall be neat and clean and worn properly to exhibit the professionalism the City requires. Business attire is considered optional wear when appropriate and will conform to the same measures of professionalism as identified for the uniform appearance standards.

ARTICLE 15. DIFFERENTIALS

Section 15.1: Differential for Management Employees. All management Employees shall have a base salary of at least ten percent (10%) more than the base salary of any employee they regularly supervise.

ARTICLE 16. HOLIDAYS

Section 16.1: Holiday Compensation. Regular, full-time Employees are entitled to sixteen (16) paid holidays per year, as follows:

- January 1 – 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 19 – Juneteenth
- July 4 – Independence Day
- First Monday in September – Labor Day
- Second Monday in October – Columbus Day
- November 11 – Veterans' Day
- Thanksgiving Day & Friday following Thanksgiving Day
- Christmas Eve & Christmas Day
- Three (3) Floating Holidays to be taken at Employee's option.

The City shall provide SMEA Employees 128 hours annually in lieu of Holiday or Float Pay accrued at the rate of 4.92 hours per pay period. The City's payment of these 128 hours shall fully compensate SMEA Employees for the above-referenced thirteen holidays and three floating holidays even if an SMEA Employee is required to work on any of the above referenced holidays. Employee's use of the 128 hours of Holiday Pay during a fiscal year will be deducted on an hour-for-hour basis.

Section 16.2: Additional Holidays Recognized. During the term of this MOU, any holiday not identified in this MOU that is granted by the City Council to a forty (40.0) hour per week Employee shall result in the City increasing the number of Holiday hours paid to SMEA employees by eight (8.0) hours for that fiscal year. Additional days designated by the Congress of the United States or by the Governor of California as legal holidays

which are observed by the City shall also result in additional Holiday hours provided to each SMEA employee for that fiscal year for the term of this MOU.

Section 16.3: Annual Holiday Cash-Out. City will pay the cash value, at the current rate of pay, of any unused balance of the one hundred and twenty-eight (128) hours at the end of a fiscal year to the SMEA Employee at the first full pay period in July of the following fiscal year.

ARTICLE 17. VACATION

Section 17.1 Vacation Accrual Rate. Employees shall earn annual vacation equal to the highest negotiated MOU, which at the time of this agreement is as follows:

Vacation Accrual Schedule (Based on 8 Hours/Day)		
Years of Service	Annual Vacation Days	Accrual Rate
01-03	10	3.08
04-10	15	4.62
11-15	20	6.15
16+	25	7.69

- 15 days will be the accrual rate after the third full year of employment.
- 20 days will be the accrual rate after the tenth full year of employment.
- 25 days will be the accrual rate after the fifteenth full year of employment.

Employees' accrual rate will be based on years of continuous service to the City and/or comparative service with another governmental agency, as determined by the City Administrator.

Section 17.2: Maximum Vacation Accrual. Beginning upon employment, full-time, permanent employees continually earn vacation time, which they accumulate from year-to-year until they have banked twice their annual accrual rate, as set forth below. No employee shall accrue vacation time beyond two (2) years' accruals. Once an employee has accumulated twice their annual vacation accrual rate, the employee shall not accrue more vacation time until they use vacation time so that their banked hours fall below their

maximum accumulation.

Section 17.3: Maximum Vacation Accrual in Extenuating Circumstances. In no event shall a management Employee accrue vacation beyond a ceiling of 2 years, however, under extenuating circumstances, the City Administrator may grant an Employee written approval to raise the maximum accrual for a specific period. Said time period may be extended in writing by the City Administrator or his/her designee.

Section 17.4: Vacation Cash-Out. An Employee may sell a total of four weeks of accrued vacation leave or administrative leave to the City each calendar year on the condition that the SMEA Employee maintains a balance of one-years' worth of accrued vacation leave as defined in Section 17.1. An Employee may not sell back more than a total of four weeks (regardless of the combination of Administrative or Vacation Leave) during any calendar year, unless the City Administrator, in his or her sole discretion, determines Employees should be allowed to sell back more time due to chronic staff shortages and the need to fill shifts resulting in lost accruals.

Section 17.5: Irrevocable Election Form (IRS). Employees who elect to sell back vacation leave pursuant to Section 17.4 must submit an irrevocable election form before December 31 in the preceding calendar year specifying the number of hours of vacation leave that he/she will irrevocably elect to cash out in the following calendar year.

a. The form will be automatically processed and paid by January 31. Employees who do not make an election, by submitting the irrevocable election form before December 31 of the current year, will not be able to sell back vacation leave benefits in the following calendar year.

b. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

ARTICLE 18. CALPERS

The City shall provide Employee's pension benefits through the California Public Employees' Retirement System's ("CalPERS"). Employees' retirement benefit formula and required contributions under CalPERS will depend upon the Employee's date of membership, their CalPERS designation as “Classic” or “New” Members as defined by

law, and their classification (Miscellaneous or Safety [police and fire]).

Section 18.1: Miscellaneous Employees/ "Classic Members." Miscellaneous 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.

Section 18.2: Miscellaneous Employees/ "New Members." Miscellaneous 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, subject to the requirements set forth in Section 18.5.

Section 18.3: Safety Employees/ "Classic Members." Safety 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: Three Percent (3%) at Fifty (50) Plan for Safety Members.

Section 18.4: Safety Employees/ "New Members." Safety 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 Point Seven Percent (2.7%) at Fifty-Seven (57) for Safety Members subject to the requirements set forth in Section 18.5.

Section 18.5: Employer Contributions for "New Members"/ Miscellaneous and Safety. PEPRA requires that all New Member Employees pay a contribution rate of at least 50% of the total normal cost rate for their defined benefit plan. PEPRA also prohibits Employer Paid Member Contributions ("EPMC") for New Members. As such, all Employees classified as New Members shall pay 100% of the Employee defined share and the City shall pay 100% of the Employer share of the pension contribution costs.

Section 18.6: Employer Contribution for "Classic Members." For Employees classified as Classic Members, the Employee shall pay 100% of employee defined contribution costs.

Thus, all Employees, whether Classic or New Members, shall pay 100% of Employee's defined contribution costs.

ARTICLE 19. WORKERS' COMPENSATION

Section 19.1: Supplementation of Workers' Compensation Benefits. Non-safety management Employees, with five (5) years' service or more, shall be allowed to borrow up to four (4) years of sick leave (96.0 hours x 4 years= 384.0 hours) to supplement Workers' Compensation payments for workers' compensation claims after the Employee has used his/her current sick leave balance.

Section 19.2: Repayment of Sick Leave. Upon the Employee's return to duty, he/ she shall repay any sick leave borrowed pursuant to Section 19.1 on an hour-for-hour exchange as the Employee re-accrues sick leave. If the Employee terminates employment, including service retirement, said Employee will be responsible for the repayment of the borrowed sick leave at his/her current rate of pay, at the time of separation from City service subject to the following:

a. The amount of sick leave repayment still owed by the Employee will be deducted from the final separation payroll check.

b. If there are not sufficient monies to cover the amount owed, the Employee shall either immediately pay off any remaining unpaid amount or enter into an agreement with the City for such reimbursement.

c. In no event shall repayment exceed a period of six months.

d. If the Employee is deemed totally permanently disabled, due to an accepted work-related injury, any borrowed sick leave shall not be repaid.

e. If, after an Employee returns from a workers' compensation leave, and has a credit in their sick leave balance, and then becomes ill, or requests family sick leave, and takes additional time off, such Employee shall be allowed to take additional sick leave. However, in no event shall an employee be allowed to exceed a 480.0-hour credit.

Section 19.3: Expenditure of Leave Balance. Once all leave balances have been

expended, the City shall maintain the Employee's current medical, dental, vision, life insurance, and long-term disability at no additional cost to the Employee, beyond his/her regular contribution, during any Workers' Compensation leave.

ARTICLE 20. AUTO ALLOWANCE

It is the City's declared policy that management Employees who are required to be subject to call-out, or call-back, or who are required to travel inside or outside the City limits in performing their employment functions, shall be furnished with the use of a City owned and maintained vehicle for such travel or be reimbursed at the IRS rate if a vehicle is not available.

ARTICLE 21. CELL PHONES

Management Employees will be paid a monthly stipend of One Hundred Dollars ($100.00) as a cell phone allowance in lieu of being issued or using a City cellphone. Once this stipend is paid, it is the Employee's responsibility to maintain a cellphone and to have it available for business use.

ARTICLE 22. DISASTER COMPENSATION

A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday. The basic workweek may begin on any day of the week and at any hour of the day during the workweek. SMEA Employees may be assigned any hour and/or days of work.

Exempt Employees shall not receive any compensation for overtime work, except for the following reasons:

A. During a declared state or federal emergency outside of normal scheduled work hours.

B. Responding to a City of Sonora proclaimed emergency, outside of normal scheduled work hours (as approved by the City Administrator).

C. Overtime shall be computed to the nearest one-quarter (1/4) hours.

ARTICLE 24. WORK FURLOUGH

With a demonstration of a critical operating budget deficit, the City can implement a work furlough program, up to a 10% reduction in pay and a corresponding 10% reduction in time worked (hours). With respect to pay, up to a 10% reduction shall be reflected bi-weekly, in each regular paycheck issued by the City. Leave balances and benefits will not be affected by the reduction in hours.

Examples of a critical operating budget include:

a. General Fund budget deficit reducing the General Fund Reserves to less than 20% of the General Fund budget for two or more years.

b. An economic slowdown that causes a five percent (5%) decrease in City General Fund revenues for two or more consecutive years, etc.

ARTICLE 25. RE-OPENER

The Parties agree that if City reserves drop below 25%, they will reopen this Agreement and renegotiate the terms set forth herein without exception.

SMEA acknowledges City intends to revise its Personnel Rules and Regulations during the term of this Agreement. The City will meet and confer with SMEA pursuant to the Meyers-Milias Brown Act prior to implementing any changes. In the event a term in the revised Personnel Rules and Regulations conflict with a term this Agreement, the term of this Agreement shall prevail.

ARTICLE 26. FLEXIBLE WORK WEEK

Association members will have the option of working flexible work weeks as approved by the City Administrator.

ARTICLE 27. SAVING CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any 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 provision. Either party may invoke the provision of impasse under City of Sonora Resolution No. 3-21-83-D, if applicable.

ARTICLE 28. TERMINATION CLAUSE

Under the terms of this Agreement, all full-time Employees to which this Memorandum of Understanding applies, shall enjoy the same employment property rights afforded to City employees, who are afforded due process for termination and disciplinary actions, unless otherwise agreed to by employment Agreement.

ARTICLE 29. PERSONNEL RULES AND REGULATIONS

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

The City and SMEA acknowledge the City will update the Personnel Policies and Procedure Manual during the term of this MOU, which may include substantive changes that do not conflict with this Agreement. The City will meet and confer with SMEA before implementing any new policies.

ARTICLE 30. REIMBURSEMENT

Any overtime pay pursuant to Article 22 must be received by the City from the applicable federal or state agency. If the City is not reimbursed, the Employee shall repay the City for any overtime pay.

ARTICLE 31. TERM OF AGREEMENT

The term of this Agreement is five (5) years, from July 1, 2024, through June 30, 2029.

ARTICLE 32. FULL AGREEMENT

The Parties agree upon the following:

1. This Agreement constitutes a full and complete agreement by the Parties and contains all the matters upon which the Parties reached agreement.
2. Any matter not contained in this Agreement 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.
3. 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.
4. This Agreement constitutes the sole, entire, and existing Agreement, and supersedes all prior MOU's/ Agreements and undertakings, oral and written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.
5. Where this Agreement is silent, provisions of the adopted Personnel Rules and Regulations shall apply.
6. Except in cases of emergency, SMEA shall be given reasonable notice of any ordinance, resolution, rule or regulation–directly relating to matter 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.
7. This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

SONORA MANAGEMENT EMPLOYEES' ASSOCIATION

Aimee R. New 3/25/25

Aimee New, President

CITY OF SONORA

Ann E. Segerstrom

Ann Segerstrom, Mayor

Melissa Eads, City Administrator

ATTEST:

Tracy L Skelly

Tracy Skelly, City Clerk