



# MEMORANDUM OF UNDERSTANDING FOR THE SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION (SCEA)

FY 2024-25 through FY 2028-29

# SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION

## MOU 2021-2025

### Table of Contents

PREAMBLE .....	3
Section 1. RECOGNITION.....	3
Section 2. SALARY PLAN.....	3
Section 2.1- SALARY PLAN ADMINISTRATION.....	4
Section 2.2- SALARY PAYMENT .....	4
Section 2.3 - SALARY OF NEW EMPLOYEES.....	4
Section 2.4 - INCREASE WITHIN RANGE .....	4
Section 3. REDUCED WORK HOUR SCHEDULE.....	6
Section 4. CONFIDENTIAL EMPLOYEE EDUCATION INCENTIVE .....	6
Section 5. INSURANCE COVERAGE.....	7
Section 5.1 - MEDICAL INSURANCE .....	7
Section 5.2 - DENTAL INSURANCE .....	9
Section 5.3 - LIFE INSURANCE .....	9
Section 5.4 - VISION INSURANCE .....	9
Section 5.5 - LONG TERM DISABILITY .....	10
Section 5.6 - ANNUAL PHYSICAL .....	10
Section 6. DEFINED CONTRIBUTION MEDICAL BENEFIT .....	10
Section 7. POST RETIREMENT BENEFITS .....	10
Section 8. SICK LEAVE .....	12
Section 9. ADMINISTRATIVE LEAVE .....	13
Section 10. BEREAVEMENT LEAVE .....	14
Section 11. TEN PERCENT DIFFERENTIAL .....	15
Section 12. HOLIDAYS .....	15
Section 13. VACATION .....	16
Section 14. CALPERS.....	17
Section 15. REVIEW OF JOB DESCRIPTION .....	18
Section 16. WORKERS' COMPENSATION .....	18
Section 17. AUTO ALLOWANCE .....	19
Section 18. CELL PHONES.....	19
Section 19. BENEFITS.....	20
Section 20. WORK FURLOUGH .....	20
Section 21. FLEXIBLE WORK WEEK.....	21

**SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION  
MOU 2021-2025**

Section 22. SAVING CLAUSE.....	21
Section 23. TERMINATION CLAUSE .....	21
Section 24. FULL AGREEMENT .....	21

## **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 Confidential Employee's Association (hereinafter "SCEA" or "Association")(City and SCEA 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- Milius-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 No. 3-21-83-D, City recognizes SCEA as the exclusive bargaining representative for the bargaining unit consisting of all regular full-time confidential employees in classifications including:

- Administrative Services Officer

Bargaining unit members covered by this Agreement are referred to herein as "Employee(s)," or "SCEA Employee(s)."

The terms of this Agreement shall apply to the Employees identified above. SCEA does not represent temporary or part-time employees with the exception of a bargaining unit Employee 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 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 made by SCEA 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: Increases 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 SCEA 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 1) based on merit as established by the Employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator. An increase of pay shall be withheld in cases of inferior work, lack of application, indifferent attitude, and any other sufficient reason.

4.4.5. Each base salary adjustment, as set forth in Sections 4.4.1 and 4.4.2, shall become effective on the Employee's anniversary, 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: Compensation Study.** City agrees to complete a class and compensation study after September 1, 2028, to be completed by March 31, 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 an 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 base salary, other compensation and all benefits (i.e., leave accruals, insurances, etc.) will be prorated to correspond to the hours worked.

## **ARTICLE 7. EDUCATION INCENTIVE**

**Section 7.1: Degrees.** Subject to verification and assessment by the City Administrator or designee, and subject to the limitations set forth below, 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, 2025:

- 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 SCEA on behalf of its members prior to arriving at a determination of policy or course of action.

**Section 7.2: Maximum Incentive Pay.** Employees shall only be compensated for the highest degree obtained from a public or private post-secondary institution that has received state approval toward the above degrees; the incentive shall not be cumulative. For example, if on the effective date of the Agreement, an Employee has attained a bachelor's degree, the Employee's base salary would increase by 5.0%. If the Employee subsequently attains a master's degree, the Employee's base salary would increase by 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.

**Section 7.3: PERS/Taxable.** The education incentive shall be included in the Employee's base salary and is considered reportable salary to PERS and taxable.

**Section 7.4: 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 7.5: 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 MOU, the City agrees to provide medical, dental, vision, life, and long-term disability insurance coverage to current Employees and their dependents, if any, subject to the terms below and as indicated by category.

**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 Employee on leave of absence for more than 10 consecutive working days, medical, dental, vision, life, long-term disability insurance, and retirement benefits provided by the City shall not be provided upon expiration of sick leave, vacation, and administrative leave, 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 and 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 health, dental, and vision insurance programs authorized 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/re-enrollment 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 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 the 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 them the medical, dental, and vision programs currently provided to active Employees in the Management Association, subject to the following conditions:

- a. The City agrees to pay fifty percent (50%) of the then monthly premium for such coverage for a retired Employee having attained the age of 55.
- b. The retired Employee shall be responsible for fifty percent (50%) of the monthly premium and the same deductible as other Employees.
- c. The retired 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 retired Employee attaining the age of 60.

- e. The retired Employee shall be responsible for twenty-five percent (25%) of the monthly premium and the same deductible as other employees of the Association upon attaining the age of sixty (60).
- f. The Retired Employee shall not be responsible for any City self-funded portion.
- g. It is understood that Employees who retire before age 60, and receive the benefit of the above paragraph, shall benefit from the paragraph upon attaining age 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 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 SEA Employees hired on or before 07/01/2024 shall be entitled to receive the above listed benefits if they are subsequently promoted or reclassified, subject to ten (10) years of continuous service and 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 SMEA Employees, 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 retired 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, promoted, or transferred to a position/classification covered by this Agreement after July 1, 2024, or who were not otherwise an 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.

**Section 9.3: Employee Retiree Medical Discussions.** The City agrees to continue to explore the feasibility of any SCEA 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, SCEA, 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 1.25 days per month/10.0 hours per month. ( $10.0 \times 12 = 120.0 + 26$  pay periods = 4.62 hours' accrual per pay period). Subject to the cash-out provisions below, an Employee may accumulate sick leave without limitation subject to the following:

1. The rate of pay shall be based upon the Employee's current rate of pay.
2. 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 Department Head or City Administrator may require 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 or less (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 traded for vacation time it shall be traded 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 of Employment.**

10.3.1. Employees hired on or before July 1, 2024, with a minimum of five (5) years of continuous, full-time regular employment who terminate 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 terminate from the City, for other than service retirement, are eligible for a maximum payoff of 300.0 hours of accumulated sick leave at full salary.

#### **Section 10.4: Sick Leave Conversion Upon Retirement.**

10.4.1. 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 480 hours of accrued Sick Leave 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. Employees Hired After July 1, 2024. 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 1<sup>st</sup> of each year during the term of 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 (96 hours / 26 pay periods = 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 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 11.1 and subject to the following:

- a. An Employee may sell back no 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 31<sup>st</sup> of the following year. 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.

## **ARTICLE 12. BEREAVEMENT LEAVE**

In the event of a death of an Employee's immediate family or other close relative, as defined by the City's Personnel Rules & Regulations, 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 an Employee's leave accrual (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 receives from the court for such duty, including compensation, mileage, and subsistence allowances will be retained by the employee.

### **ARTICLE 14. DIFFERENTIALS**

All Employees shall be placed at a base salary step which is at least at least 10% more than the base salary step of any employee they supervise.

### **ARTICLE 15. HOLIDAYS.**

**Section 15.1: 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 19th - 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 the Employee's option.

The City shall provide SCEA 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 one hundred and twenty-eight (128) hours shall fully compensate Employees for the above-referenced thirteen holidays and three floating holidays even if an Employee is required to work on any of the above-referenced holidays. Employees' use of the 128 hours of Holiday Pay during a fiscal year will be deducted on an hour-for-hour basis.

**Section 14.2: Additional Holidays Recognized.** Any holiday not identified in this MOU that is granted by the City Council to a 40.0 hour-per-week employee shall result in the City increasing the number of Holiday hours paid to Employees in this unit 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 Employee in this unit for that fiscal year for the term of this MOU.

**Section 14.3: 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 Employee at the first full pay period in July of the following fiscal year.

## ARTICLE 15. VACATION

**Section 15.1: Vacation Accrual Rate.** Employees covered by this Agreement shall earn annual vacation, based on years of service, 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' vacation 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 or his/her designee.

**Section 15.2: 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 15.3: Maximum Vacation Accrual in Extenuating Circumstances.** In no event shall an 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 15.4: 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 SCEA Employee maintains a balance of one year's worth of accrued vacation leave as defined in Section 15.1. 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 15.5: Irrevocable Election Form (IRS).** Employees who elect to sell back vacation leave pursuant to Section 15.4 must submit an irrevocable election form before December 31st 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 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 vacation leave benefits in the following calendar year.
- b. The City Administrator may approve an IRS qualifying exception for cases of extreme hardship.

## **ARTICLE 16. CALPERS**

The City shall provide miscellaneous Employee's pension benefits through the California Public Employees' Retirement System ("CalPERS").

Employees' retirement benefit formula and required contributions under CalPERS will depend upon the Employee's date of membership with CalPERS, their CalPERS designation as "Classic" or "New" Members as defined by law, and their classification.

**Section 16.1: 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 16.2: Employer Contributions for "Classic" Members.** For Employees classified as Classic Members, the Employee shall pay 100% of Employee contribution costs.

**Section 16.3: 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 16.4.

**Section 16.4: Employer Contributions for "New" Members.** 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 share and the City shall pay 100% of the employer share of the pension contribution costs.

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

## **ARTICLE 17. WORKERS' COMPENSATION**

**Section 17.1: Supplementation of Workers' Compensation Benefits.** 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 17.2: Repayment of Sick Leave.** Upon the Employee's return to duty, he/ she shall repay of any sick leave borrowed pursuant to Section 17.1 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 no 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 permanently totally 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, 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 17.3; Expenditure of Leave Balances.** 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 18. AUTO ALLOWANCE**

It is the City's declared Policy that 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.

The Administrative Services Officer will receive a permanent parking pass for the first level of the Terzich Parking Structure.

## **ARTICLE 19. CELL PHONES**

Employees will be paid a monthly stipend of One Hundred Dollars (\$100.00) as a cellphone 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 cell phone and to have it available for business use.

## **ARTICLE 20. BENEFITS PARITY**

If, during the term of this Agreement, the City grants employees in the SMEA bargaining unit an across-the-board increase or decrease to base salaries, COLAs, incentives, or other compensation or benefits; including but not limited to retirement or insurance benefit or contribution levels, or vacation/sick leave accruals as contained in the 2024-2029 SMEA MOU, Employees covered by this Agreement shall receive a like-kind adjustment.

## **ARTICLE 20. 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 would 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 21. REOPENER**

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

SCEA acknowledges City intends to revise its Personnel Rules and Regulations during the term of this Agreement and agrees nothing in this Agreement shall prevent it from modifying the Personnel Rules and Regulations in any way. City agrees to meet and confer with SCEA prior to implementing the revised Rules and Regulations pursuant to the Meyers-Milias-Brown Act. In the event a term in the revised Personnel Rules and Regulations conflicts with a term in this Agreement, the term of this Agreement shall prevail.

## **ARTICLE 22. FLEXIBLE WORK WEEK**

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

## **ARTICLE 23. SAVING CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any 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 24. 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 25. 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 SCEA 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 SCEA 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 SCEA before implementing any new policies.

## **ARTICLE 26. TERM OF AGREEMENT**

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

## **ARTICLE 27. FULL AGREEMENT**

SCEA and the City 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 an 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 MOUs 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, as amended from time to time, shall apply.
6. Except in cases of emergency, SCEA shall be given reasonable notice of any ordinance, resolution, rule, or regulation - directly relating to a matter within the scope of representation - proposed to be enacted by the City and shall be given the opportunity to meet with confidential bargaining unit representatives prior to enactment.
7. This Agreement shall be effective July 1st, 2024, through June 30th, 2029, as witnessed hereto by the following parties:

**[ Signature Page to Follow]**



SONORA CONFIDENTIAL EMPLOYEES' ASSOCIATION

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Tracy Skelly, President

CITY OF SONORA

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Ann Segerstrom, Mayor

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Melissa Eads, City Administrator