



CITY COUNCIL REGULAR MEETING

Monday, August 01, 2022 at 4:00 PM

94 N. Washington Street, Sonora, CA 95370

(209) 532-4541

AGENDA

NOTICE IS HEREBY GIVEN that the Sonora City Council will have their regular meeting on Monday, August 1, 2022 at 4:00 PM in the City of Sonora Council Chambers located at 94 N. Washington Street Sonora, CA 95370.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH GOVERNMENT CODE SECTION 52953(E) AND THE CITY OF SONORA CITY COUNCIL RESOLUTION NO. 07-18-2022-A.

THIS MEETING IS PHYSICALLY OPEN TO THE PUBLIC OR MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCING AT:

Zoom Meeting Link:

<https://us06web.zoom.us/j/87460555933?pwd=UFBFZ0EyR3pjXNXZWtXVIZLQTJoQT09>

Dial: (669) 900-6833

Meeting ID: 874 6055 5933

Passcode: 7dY809

MEMBERS OF THE PUBLIC WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

THIS MEETING WILL BE OPEN TO THE PUBLIC AND WILL BE AVAILABLE VIA ZOOM. IT WILL ALSO BE LIVE STREAMED ON THE CITY'S WEBSITE AT www.sonoraca.com.

Written comments can be submitted to be included as part of the administrative record, they will not be read during the meeting. All comments must be received by 3:00 pm on the day of the noticed meeting and can be submitted to the City Clerk at 94 N. Washington Street Sonora, CA 95370 or via email to tskelly@sonoraca.org.

CLOSED SESSION - 4:00 PM

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

ADJOURN INTO CLOSED SESSION

1. Conference with Legal Counsel - Existing Litigation (Government Code §54956.9) - Industrial Disability Retirement.
2. Conference With Labor Negotiators (Government Code § 54957.6): Agency Designated representatives: Melissa Eads, City Administrator; Chris Gorsky, Administrative Services Director; Doug White, City Attorney; Employee Organization: Sonora Employees' Association (SEA); Sonora Police Officers Association (SPOA).

RECONVENE INTO OPEN SESSION [City Council Chambers]

OPEN SESSION - 5:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CITY CLERK'S REPORT ON AGENDA POSTING

APPROVAL OF THE AGENDA

PRESENTATIONS

3. Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

PUBLIC COMMENT (NON-AGENDA ITEMS)

*The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the City. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to a three (3) minute presentation. If participating via Zoom, please raise your hand using the Raise Your Hand feature or dial *9 (*6 to unmute).*

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and will be voted on in one motion unless a Council member or member of the public has a question or wishes to discuss an item. In that case, the item will be removed from the Consent Calendar and considered separately.

4. Consider Adoption of Resolution No.08-01-2022-A - Accepting the Finding of an Industrial Disability Retirement Pursuant to Government Code Section 21156; Chris Gorsky, Administrative Services Director.
5. Consider adoption of Resolution No. 08-01-2022-B approving the Memorandum of Understanding for the Sonora Employees' Association (SEA) effective the first pay period after ratification by the Association and approval by the Council through June 30, 2025 and authorize the Mayor to sign agreement; Melissa Eads, City Administrator.
6. Approval of disbursements in the amount of \$269,000.28 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay; Tracy Skelly, Administrative Services Officer.

NEW BUSINESS

7. Consider appointment of Councilmembers to a subcommittee of two (2) members of the City Council to prepare arguments in favor of the “Essential Services Transaction and Use Tax” ballot measure; Chris Gorsky, Administrative Services Director.

COMMUNICATIONS

COUNCIL MEMBER/DEPARTMENT HEAD REPORTS

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Administrator at City Hall (209) 532-4541, meads@sonoraca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Administrator's Office at 94 N. Washington Street, Sonora, CA 95370 during normal business hours (8:00 am - 4:00 pm, Monday through Friday, excluding holidays). The agenda and supporting public documents are also available on our City website www.sonoraca.com listed under the agenda/minutes link on the Government page.



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 1, 2022
TO: City Council Members
FROM: Melissa Eads, Interim City Administrator
SUBJECT: Supervisor David Goldemberg County Update

RECOMMENDATION

Receive an update from Tuolumne County District 1 Supervisor David Goldemberg.

DISCUSSION

District 1 Supervisor Goldemberg will present an update on County-wide issues to the City Council the first meeting of each month.

FISCAL IMPACT

No fiscal impact to the General Fund.



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 1, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator
Chris Gorsky, Administrative Services Administrator

SUBJECT: Adopt Resolution 08-01-2022-A Accepting the Finding of an Industrial Disability Retirement Pursuant to Government Code Section 21156.

RECOMMENDATION

Consider Adoption of Resolution No.08-01-2022-A Accepting the Finding of an Industrial Disability Retirement Pursuant to Government Code Section 21156.

DISCUSSION

The City of Sonora is a contracting agency with the California Public Employees Retirement System ("CalPERS"). In the event CalPERS notifies a contracting agency that an application for industrial disability retirement has been filed, CalPERS requires that the contracting agency determine whether an employee of such agency is incapacitated or "disabled" from performing his/her job duties and, if so, whether his/her disability is an "industrial" disability. In making this determination, the contracting agency is required by CalPERS to make certain specified findings, determinations and statements. The contracting agency must then certify its determination to the CalPERS Board, which will approve or disapprove the application for disability retirement based on the contracting agency's determination.

FISCAL IMPACT

The cost of an industrial disability retirement will be included in the annual employer contribution rates determined by the PERS Actuarial Division for each such application for disability. The fiscal impact, if any, cannot be ascertained until those contribution rates are determined.

ATTACHMENTS

- Resolution 08-01-2022-A

RESOLUTION 08-01-2022-A**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONORA
APPROVING THE CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR POLICE
OFFICER JOHN BOWLY**

WHEREAS, the City of Sonora (the “City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the California Public Employees’ Retirement Law (Government Code Section § 20000 et seq.) (“California law”) requires that the City determine whether an employee classified as a local safety member is disabled for purpose of the California law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, John Bowly (“Employee”) filed an application with CalPERS, for an Industrial Disability Retirement due to an injury; and

WHEREAS, the Employee, is employed by the City in the position of Police Officer; and

WHEREAS, the City Council of the City of Sonora has reviewed the medical and other evidence relevant to this industrial disability,

THEREFORE, BE IT RESOLVED, by the City Council of the City of Sonora, California:

1. That the above recitations are true.
2. The City Council does hereby find and determine that the employee is incapacitated within the meaning of the California Public Employees’ Retirement Law for performance of his duties in the position of Police Officer.
3. That the City Council certifies Resolution 08-01-22-A in accordance with Government Code Section § 21156, that this determination was made on the basis of competent medical opinion, and was not used as a substitute for the disciplinary process.
4. That the Employee had filed a Workers’ Compensation claim for his disabling condition. The City accepted the Employee’s Workers’ Compensation claim.
5. That neither Employee nor the City of Sonora has applied to the Workers’ Compensation appeals board for a determination pursuant to Government Code Section § 21166 whether such disability is industrial.
6. That the Employee’s has not retired and is working modified duty.
7. That there is not a possibility of third-party liability.
8. The primary disabling condition is a back injury and a right wrist injury and arose out of and in the course of employment.
9. That there is competent medical opinion certifying the disabling condition to be permanent.
10. That based on information and belief, and on the information provided by City staff, the City Council certifies under penalty of perjury that all statements in this Resolution are true and correct.

The foregoing Resolution of the City Council of the City of Sonora was PASSED AND ADOPTED by the City Council, State of California, at a public hearing held on this 1st day of August, 2022, by _____, who moved its adoption, which motion was duly seconded by _____, and the Resolution adopted by the following vote:

AYES: _____
NOES: _____
EXCUSED: _____

APPROVED:

Mark Plummer,
Mayor of the City of Sonora

ATTEST:

City Clerk
City of Sonora



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 1, 2022

TO: City Council Members

FROM: Melissa Eads, City Administrator

SUBJECT: Sonora Employees' Association (SEA) MOU

RECOMMENDATION

Consider adoption of Resolution No. 08-01-2022-B approving the Memorandum of Understanding for the Sonora Employees' Association (SEA) effective the first pay period after ratification by the Association and approval by the Council through June 30, 2025 and authorize the Mayor to sign agreement.

DISCUSSION

The City of Sonora and the Sonora Employees' Association (SEA) have met and have come to agreement to the following negotiated terms effective the first pay period after ratification by the Association and approval by the Council through June 30, 2025.

It is the recommendation of staff that the City Council approve the FY 2022-2025 Sonora Employees' Association (SEA) Memorandum of Understanding.

FISCAL IMPACT

The associated fiscal increases to this MOU are budgeted in the FY 2022-2023 Budget.

ATTACHMENTS

- Resolution 08-01-2022-B
- SEA MOU

RESOLUTION NO. 08-01-2022-B
A RESOLUTION OF THE CITY OF SONORA APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE SONORA EMPLOYEES' ASSOCIATION AND
THE CITY OF SONORA

WHEREAS, Section 570.5 of the California Code of Regulations, Title 2 requires formal City Council approval and adoption of employee salary and compensation plans; and

WHEREAS, representatives of the City of Sonora and the Sonora Employees' Association (SEA) have met and conferred in good faith and have reached agreement on wage, hours and other terms and conditions of employment for all employees allocated to the SEA Unit.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the FY 2022/23-2024/25 Memorandum of Understanding between the Sonora Employees' Association and the City of Sonora attached hereto.

PASSED AND ADOPTED as a Resolution of the City Council of the City of Sonora, California, at a regular meeting of said City Council held on August 1, 2022, by the following votes:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Signed and dated:

Mark Plummer

Mayor of the City of Sonora

ATTEST: _____

City Clerk, City of Sonora



MEMORANDUM OF UNDERSTANDING FOR THE SONORA EMPLOYEES' ASSOCIATION (SEA)

FY 2022-23 Through FY 2024-25

SONORA EMPLOYEES' ASSOCIATION (SEA)
MEMORANDUM OF UNDERSTANDING (MOU)
JULY 1, 2021 THROUGH JUNE 30, 2022

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SONORA EMPLOYEES' ASSOCIATION M.O.U.

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

PREAMBLE

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

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences and establish rates of pay and other terms and conditions of employment.

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

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

Section 1. RECOGNITION

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

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

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

Bargaining unit employees may also be referred to herein as "employee(s)".

The City shall deduct Association dues from bargaining unit employees and remit said dues to Operating Engineers Local #3 on a biweekly basis for the duration of this Agreement. The Association shall hold the City harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions. In addition, the City will allow for payroll deductions to the Operating Engineers Local #3 Credit Union. All dues or Credit Union deductions shall be deducted only upon written request of the Employee.

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

Section 2. SALARY PLAN

INCREASES DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING

Salary ranges shall increase each year as follows:

- A. Year 1: Five Percent (5.0%) effective the first pay period after ratification by the Association and approval by the Council.
 Year 2: Four Percent (4.0%) effective July 1, 2023
 Year 3: Four Percent (4.0%) effective July 1, 2024
- B. The City agrees to conduct a classification and compensation study during the term of this Agreement.

SALARY PLAN ADMINISTRATION

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

SALARY PAYMENT

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

SALARY OF NEW EMPLOYEES

The first step of the Salary Plan is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or if a

person of unusual qualifications is to be appointed, the City Administrator may make the appointment at a salary level up through step D. The City Council has the authority to make the appointment at salary level E.

The probationary period for bargaining unit employees shall be six (6) months; however, employees will not be eligible for any merit advancement until after one full year of employment in a bargaining unit position , as outlined below.

INCREASES WITHIN RANGE

A. Regular bargaining unit employees who are employed in a class for which there is a salary range shall have an anniversary date. All salary adjustments, except longevity pay and salary adjustments resulting from salary range increases under Section 2 of this Agreement, are made effective upon the anniversary date or any time thereafter. The date of subsequent salary adjustment, excluding longevity pay, shall become the new anniversary date. The anniversary date should not be confused with the employee's service date (date used for calculation of vacation and longevity pay) nor with the employee's date of hire (the date upon which employee began working for the City whether temporary, probation, etc.).

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

1. The second step (B) is a merit advancement to employees ~~achieving~~ at the end of one year in the employee's bargaining unit position.
2. The third, fourth and fifth step (C, D & E) are merit advancement. Employees may be advanced to each step after completion of one (1) year in the preceding step.
3. The sixth step (F) is based on merit advancement and the employee must have worked three (3) years with the City of Sonora and a minimum of five (5) years with another Government or Tribal Agency, for a total of eight (8) years' experience.
4. Employees shall receive a longevity benefit after the completion of ten (10) years of continuous service to the City (from the service date), and each five (5) years of continuous service thereafter. Such benefit shall be for two and one-half percent (2.5%) of the current salary for each five-year increment. For example, after ten (10) years, the employee shall receive 2.5%, and after fifteen (15) years, the employee shall receive an additional 2.5%, for a total of 5.0%. The longevity benefit is automatic and is not based on merit.

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

D. No advance in pay shall be automatic upon completion of the period of

service outlined herein above, and all increases shall be made 1) on the basis of merit as established by the employee's work performance; 2) upon documentation by evaluation; and 3) upon review and approval of the City Administrator.

E. Each salary adjustment, excluding longevity pay and salary adjustments resulting from salary range increases under Section 2 of this Agreement shall become effective on the anniversary date of the employee, or at any time thereafter. Such salary adjustment shall be processed as of the beginning date of the pay period for which the adjustment becomes effective. Any employee eligible for the longevity benefit shall be eligible for said benefit upon service date. With the exception of longevity pay, the date of subsequent salary adjustment shall become the new anniversary date.

Section 3. INSURANCE COVERAGES

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

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

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

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

MEDICAL INSURANCE

The City agrees to provide medical coverage as follows:

1. Medical insurance will be provided under either a Modified Classic Preferred Provider plan (PPO) or an Exclusive Provider Organization plan (EPO).
2. Prescription Drug Card Plan will be provided by the City. There is no calendar year deductible. Prescription drug cost shares, such as co-payments, apply

towards the medical out-of-pocket maximum amount and do not apply towards the medical plan deductible. Pharmacy options are per the plan documents. There are also mail-order rates.

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

- Year 1: Five percent (5%) effective the first payroll period after ratification by the Association and approval by Council
- Year 2: Ten percent (10%) effective July 1, 2023
- Year 3: Fifteen percent (15%) effective July 1, 2024

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

Bargaining unit employees who currently have dependent coverage may remove dependents from City health care coverage only if the employee is able to show that his or her dependent(s) has medical coverage elsewhere, or is no longer eligible for coverage (e.g., dependent child has reached the maximum allowed age for coverage, divorce of spouse, death of dependent, etc.). If the dependent has other health care coverage, the employee must provide the City with the appropriate documentation, including a copy of the dependent's health coverage card, showing proof of coverage.

During December of each year, employees who do not have dependent coverage will be required to submit the appropriate information indicating that they either have no dependents to cover, or their dependents have coverage elsewhere.

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

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

DENTAL INSURANCE

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

- A. Up to \$1,000 will be paid per individual (including dependents) per calendar year.
 - 1. Preventative - No Deductible
 - a. Routine oral examination
 - b. Cleaning of teeth
 - c. X-Rays where professionally indicated
 - d. Examination, consultation, and diagnosis
 - e. Fluoride treatments for children to age 19
- B. After a \$25 deductible each calendar year (\$75 per family), coverage is as follows:
 - 1. Routine – Paid at 80% of UCR
 - a. Extractions and oral surgery
 - b. Fillings
 - c. Treatment of periodontal and other diseases of the gums and soft tissue of the mouth
 - d. Root canal treatment
 - e. Relines, rebases and repairs of existing dentures
 - f. Drugs and/or anesthesia used for control of dental pain during any session of dental treatment
 - 2. Major – Paid at 50% of UCR
 - a. Bridgework, crowns, appliances, dentures, inlays and gold fillings.

LIFE INSURANCE

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

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

VISION INSURANCE

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

LONG TERM DISABILITY INSURANCE

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

SHORT TERM DISABILITY INSURANCE

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

ANNUAL PHYSICAL ALLOWANCE

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

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

TUOLUMNE COUNTY HEALTH FAIR

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

RETIREMENT TRUST FUND OR DEFINED CONTRIBUTION MEDICAL BENEFIT

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

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

Section 4. SICK LEAVE

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

Sick leave shall be accumulated at the rate of 1.25 days per month/10 .0 hours per month ($10.0 \times 12 = 120.0 \div 26 \text{ pay periods} = 4.62 \text{ hours accrual per pay period}$). A bargaining unit employee may accumulate sick leave without limitation. However, if an employee separates employment with the City, accrued but unused

sick leave time will not be paid out to the employee unless the employee meets the criteria below:

Bargaining unit employees with a minimum of ten (10) years of continuous, full-time permanent and/or part-time employment and who separate from the City for reasons other than service retirement, are eligible for a maximum payoff at 100% pay for the first 520 (or portion thereof) and 75% pay for up to next 240 hours (or portion thereof).

If a bargaining unit employee separates service with the City through a CalPERS Retirement., the employee will be paid out a maximum of 520 hours. At the time of retirement, the employee may choose to be paid off for any amount of sick leave hours, up to the 520 hour maximum, with the remaining sick leave hours that are not paid off being reported to CalPERS to be incorporated into the Employee's Retirement Service Credit balance.

At the time of retirement, a bargaining unit employee may also choose to apply up to 520-sick leave hours (at employee's regular Base Salary rate) toward the employee's future medical premium costs.

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

A bargaining unit employee may be granted leave with pay or leave without pay, when the absence is required because of illness or injury of a member of the employee's immediate family and when the employee's presence is necessary for the care of that ill/injured immediate family member. An immediate family member includes (1) a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. This leave shall be charged to the employee's accrued sick leave. The City may require written verification of need before approving such leave. An employee may use a maximum of 15 days sick leave per year for this purpose.

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

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

Bargaining unit employees may also be granted a leave of absence with pay, or a leave of absence without pay, when the absence is required because of illness or injury of the employee and the employee is unable to request said leave of absence.

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

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

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

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

Section 5. WORKERS' COMPENSATION

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

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

Federal law.

Section 6. BEREAVEMENT

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

Section 7. VACATION

Employees shall earn annual vacation as follows:

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

*Fifteen days will be the accrual rate after the fifth full year of employment.

**Twenty days will be the accrual rate after the tenth full year of employment.

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

In no event shall an employee represented by this Agreement accrue vacation beyond a ceiling of two (2) years.

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

Section 8. HOLIDAYS

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

January 1st – New Year's Day
 Third Monday in January – Martin Luther King Day
 Third Monday in February – President's Day

Last Monday in May – Memorial Day
 June 19th - Juneteenth
 July 4th – Independence Day
 First Monday in September – Labor Day
 Second Monday in October – Columbus Day
 November 11th – Veterans' Day
 Thanksgiving Day
 Friday following Thanksgiving Day
 Christmas Eve
 Christmas Day

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

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

Holidays, which occur during a bargaining unit employee's vacation, shall not be charged against vacation.

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

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

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

If bargaining unit employees have any Floating Holiday hours remaining in July of each year, employees may sell back to the City their Floating Holiday bank in the month of July.

Section 9. WORK WEEK AND SHIFTS

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

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

Section 10. OVERTIME

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

Section 11. COMPENSATORY TIME OFF

A bargaining unit employee may request CTO accrual in lieu of receiving overtime compensation. The bargaining unit employee should make such CTO request in writing to the Department Head. Use and accrual of CTO shall be at the discretion of the Department Head to assure assignment of adequate personnel to maintain City services. No employee may accrue more than two hundred (200) hours of CTO. Employee shall receive paid overtime for all hours accrued in excess of the 200 hours. All CTO must be taken in increments of not less than one (1) hour.

Section 12. CALL OUT/CALL BACK

A bargaining unit employee who is called back to duty at a time other than the employee's regularly scheduled shift shall be paid a minimum of three (3) hours regardless of time actually worked.

Section 13. RETIREMENT PLAN

The City shall provide bargaining unit employee's pension benefits through the California Public Employees' Retirement System's ("CalPERS"). The employee's retirement benefit formula and required contributions under CalPERS will depend upon the employee's date of membership with CalPERS. Employees who became CalPERS members before January 1, 2013, and who are defined as "Classic Members" under the Public Employee Pension Reform Act ("PEPRA") will be enrolled in the following benefit formula: Two Point Seven Percent (2.7%) at Fifty-Five (55) Plan for Miscellaneous Members. Employees who became members of CalPERS on or after January 1, 2013, and who are defined as "New Members" under PEPRA will be enrolled in the following benefit formula: Two Percent (2%) at Sixty-Two (62) for Miscellaneous Members.

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

Section 14. REVIEW OF JOB DESCRIPTION

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

Section 15. WORK BOOT & UNIFORM ALLOWANCE

The City shall contribute up to three hundred and fifty dollars (\$350.00) annually toward the purchase of safety-toed work boots for Public Works employees represented by this Agreement, to be worn while performing City work.

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

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

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

Section 16. CELL PHONES

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

Section 17. PAYMENT FOR LICENSES, CERTIFICATIONS AND DEGREES

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

The City may also contribute toward a bargaining unit employee's degree (Associate's, Bachelor's, or Master's) provided that the employee obtains advanced written approval from the Department Head and the City Administrator, and the

degree is relevant to the employee's position and the work performed. The costs for the degree which includes the tuition, books, and registration will be shared equally between the employee and the City (50% each) provided that the employee submits proof to the City of the educational costs incurred.

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

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

Those approved licenses, certifications, degrees are as follows:

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

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

** To qualify for this certificate pay, existing employees who meet the qualifications for Fire Mechanic I by the date this MOU goes into effect, must show documentation of previous fire apparatus repair experience by providing proof of the educational instruction and experience requirements equivalent to Fire Mechanic I certification by the Office of the State Fire Marshal (OSFM). To maintain eligibility, every three (3) years the employee must successfully complete, and

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

Section 18. EDUCATION INCENTIVE FOR CLASSES & TRAINING

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

Section 18. WORKING OUT OF CLASSIFICATION

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

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

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

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

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

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

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

assigned out of class shall cease to be so assigned, and shall, on the one hundred and twenty-first (121st) calendar day be considered to be returned to their regular assignment.

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

The City will initiate, prior to the position being vacant (e.g., as a result of receipt of a written resignation or oral notification of intent to leave City employment), the recruitment process for appointments to vacancies by providing a written notice of the vacancy to all full-time regular employees. Said notice shall be by memorandum, through regular interdepartmental distribution methods. Advertising of a vacant position(s) will commence at the same time as said notices are distributed.

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

Section 19. GRIEVANCES

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

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

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

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

Section 21. PARKING

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

Section 22. LEAVE PAYOUT

A bargaining unit employee may upon retirement, may choose to have their eligible leave balances paid out over a period of three years in three equal payments.

Section 23. WORK FURLOUGH

If a change in law (including, but not limited to State, Federal or case law) causes a demonstrable operating budget deficit, the City may implement a work furlough program, not to exceed a ten percent (10%) reduction in hours and pay. The City will consult with the Association prior to implementing the furlough. This furlough program is intended to provide an alternative to lay-offs.

Section 2. SAVING CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by a tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into a meet and confer session for the sole purpose of arriving at a mutually satisfactory replacement for such provisions within a thirty (30) work day period.

Section 25. RE-OPENER

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

Section 26. FULL AGREEMENT

This Agreement constitutes a full and complete agreement by the parties and contains all the matters upon which the parties reached agreement. Any matter not contained in this MOU has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

All rights, powers, functions, responsibilities, and authority of the City of Sonora except those expressly abridged, deleted, delegated, granted, or modified by this Agreement shall remain vested with the City.

No provision of this Agreement shall be deleted or modified without the consent of both the City and the Association.

This Agreement constitutes the sole entire and existing Agreement, and supersedes all prior MOU's and undertakings, written, expressed or implied, or practices between parties, including any rights or privileges established through informal understandings, customs, or long-established traditions.

Where this Agreement is silent, provisions of the adopted City's Personnel Rules & Regulations and Administrative Policies shall apply.

Except in cases of emergency, Association shall be given reasonable notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be enacted by the City, and shall be given the opportunity to meet with management representatives prior to enactment.

This Agreement shall be effective the first full pay period after ratification by the Association and approval by the Council, through June 30th, 2025, as witnessed hereto by the following parties:

SONORA EMPLOYEES' ASSOCIATION

Jason Morey, SEA President

Michael A Eggener, OE #3 Business Representative

CITY OF SONORA

Mark Plummer, Mayor

Melissa Eads, City Administrator

ATTEST:

City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 1, 2022

TO: City Council Members

FROM: Tracy Skelly, Administrative Services Officer

SUBJECT: Disbursements in the amount of \$269,000.28 for payroll

RECOMMENDATION

Approval of disbursements in the amount of \$269,000.28 for payroll, inclusive of employee salaries, employer and employee taxes and retirement contributions, miscellaneous voluntary employee deductions, holiday pay and other adjustments, including retro-pay.

DISCUSSION

This payroll was the 3rd payroll of a month, which was an expected amount.

This payroll is the 3rd payroll of 26 for FY22-23, we would have expected to expend 19.27% of the budgeted amount. In total, we have expended 11.53% of the Salaries and Wages for the FY 22/23 budget.

FISCAL IMPACT

Disbursements are part of the approved FY22-23 Budget.



CITY COUNCIL AGENDA REPORT

MEETING DATE: August 1, 2022

TO: City Council Members

FROM: Chris Gorsky, Administrative Services Director
Melissa Eads, City Administrator

SUBJECT: Appointment of a Subcommittee of two (2) members of the City Council

RECOMMENDATION

Consideration to appoint Councilmembers to a subcommittee of two (2) members of the City Council to prepare arguments in favor of the "Essential Services Transaction and Use Tax" ballot measure.

DISCUSSION

On July 18, 2022, the Council voted 5-0 to adopt Resolution 07-18-22-B to submit a ballot measure to add a 1% sales and use tax within the incorporated city limits, the 'Essential Services Transaction and Use Tax,' (the "Ballot Measure"). The resolution authorized a subcommittee of two (2) members of the City Council to prepare written arguments in favor of the Ballot Measure. Once the Council appoints the Subcommittee, the Subcommittee can draft arguments in favor of the Ballot Measure, and change those arguments, until the date fixed as the deadline:

- The dates to submit Arguments: August 15 to August 24, 2022
- The dates to submit rebuttal arguments: August 25 to September 2, 2022

Arguments made in favor of the ballot measure cannot exceed three hundred (300) words.

FISCAL IMPACT

None.