



MEMORANDUM OF UNDERSTANDING

JULY 1, 2019 - JUNE 30, 2022

CITY OF SAN JACINTO, CA

AND

SAN JACINTO MANAGEMENT ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SAN JACINTO, CA
AND
SAN JACINTO MANAGEMENT ASSOCIATION**

This Memorandum of Understanding (hereinafter "MOU") is entered into by and between the City of San Jacinto (hereinafter "CITY") and the San Jacinto Management Association (hereinafter "ASSOCIATION") pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective commencing on July 1, 2019, and concluding at the close of business on June 30, 2022, and thereafter shall continue in effect year-by-year unless one of the parties hereto notifies the other in writing not later than March 15, 2022 (or succeeding year) of a request to modify, amend, or terminate this MOU.

ARTICLE I

(RECOGNITION)

1.1 Recognition. CITY hereby recognizes ASSOCIATION as the bargaining representative of employees in the Management unit as defined in the MEER, excepting executive, temporary, and part-time employees.

1.2 Majority Representation. CITY recognizes ASSOCIATION as the majority representative of all Management unit employees for the purpose of meeting its obligations under this MOU, the Meyers-Milias-Brown Act, Government Code §§ 3500 et. seq., and when CITY rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

1.3 Filing of Petitions. This MOU shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for this employee representation unit during the term of this MOU; except that a Petition for Certification or a Petition for Decertification may be filed during a period beginning not earlier than one hundred fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said MOU.

ARTICLE II

(EMPLOYEE AND MANAGEMENT RIGHTS)

2.1 Employee Rights. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected activities or to refrain from joining or participating in such activities in accordance with Government Code §§ 3500 et seq.

2.2 No Discrimination. CITY and ASSOCIATION agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religious opinions or affiliations, marital status, handicap, union membership, or medical condition as defined by State and Federal law.

CITY and ASSOCIATION shall reopen any provision of this MOU for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with State or Federal anti-discrimination laws.

2.3 Reserved Rights. CITY reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this MOU or by law to manage CITY as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:

- a. To manage CITY generally and to determine issues of policy;
- b. To determine the existence or non-existence of facts which are the basics of the Management decision;
- c. To determine the necessity or organization of any service or activity conducted by CITY and to expand or diminish services;
- d. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- e. To establish methods of financing.
- f. To establish types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which CITY operations are to be conducted.
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all CITY functions including but not limited to, the right to contract for or subcontract any work or operation of CITY.
- i. To assign work to and schedule employees in accordance with requirements as determined by CITY, and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for CITY operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this MOU and the City's Personnel Policies and Procedures;

- o. To determine policies, procedures and standards pertaining to CITY operations and activities;
- p. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in CITY which are not in contravention with this MOU.
- s. To take any and all necessary action to carry out the mission of CITY in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

2.4 Impact of City Rights. Except in emergencies, or where CITY is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights shall impact upon affected employees, CITY agrees to meet and confer in good faith with representatives of ASSOCIATION regarding the impact of the contemplated exercise of such rights prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this MOU. By agreeing to meet and confer with ASSOCIATION as to the impact of the exercise of any of the foregoing Management rights, it shall not diminish Management's discretion in the exercise of those rights.

ARTICLE III

(NO STRIKE-NO LOCKOUT PLEDGE)

3.1 Association Prohibited Conduct. ASSOCIATION, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sickout, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining other labor organizations to engage in such activity is included in this prohibition.

3.2 City Prohibited Conduct. CITY agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of the employees of CITY in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

3.3 Association Responsibility. In the event that ASSOCIATION, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 3.1 herein, ASSOCIATION shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and require that all such persons immediately cease engaging in conduct prohibited in Section 3.1 and return to work.

If ASSOCIATION acts in good faith to meet its responsibilities as set forth above, ASSOCIATION, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any employees who are covered by this MOU.

3.4 City Rights. Notwithstanding Section 3.3 herein, CITY shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against ASSOCIATION, its officers, agents, representatives or members. Further, if ASSOCIATION fails to diligently perform all responsibilities contained in Section 3.3, CITY may suspend any and all of the rights and privileges accorded ASSOCIATION under this MOU, including but not limited to, the suspension of recognition of such employee association.

3.5 Association Rights. ASSOCIATION shall have the right to bring suit for damages and/or equitable relief in the Court for breach of Section 3.2 of this Article, against CITY, its officers, agents, representatives or members.

ARTICLE IV

(SALARIES)

4.1 Salary Schedule.

a. The terms and conditions of Section VI through Section VII of Resolution No. 2223, to the extent applicable to the Management unit, are hereby incorporated, in their entirety, into this MOU.

b. The salary matrix attached hereto and incorporated herein by reference as Appendix "A" is the CITY's salary range and step matrix that shall be in effect during the term of this MOU.

c. Effective July 1, 2019, the City will place employees on the new salary matrix with no cost of living increase.

d. Effective the first (1st) full pay period following City Council approval of this MOU, any employee receiving two percent (2.0%) or less of a salary increase on July 1, 2019 due to their placement on the new salary ranges shall also receive a single lump sum taxable payment of five hundred dollars (\$500.00).

e. Effective July 1, 2020, and July 1 2021, employees shall receive a cost of living increase based on the Consumer Price Index for the Riv-SB-Ontario region for the 12-month period of Nov to Nov of the previous year. If CPI is negative, there will be no negative adjustments.

ARTICLE V

(BENEFITS)

5.1 Health, Vision, and Dental Coverage.

a. Health Benefits. CITY shall provide fully paid medical health coverage for Management unit employees plus dependents, up to a maximum of three thousand dollars (\$3,000) per month, whichever is the lesser amount. Employees shall be responsible, through payroll deductions, for the payment of any medical health insurance plan premiums which are in excess of the City's monthly contribution.

c. Dental Insurance. The City shall pay one hundred percent (100%) of the premiums for dental insurance on behalf of each employee and his/her eligible dependents.

d. Vision Insurance. The City shall pay one hundred percent (100%) of the premiums for vision insurance on behalf of each employee and his/her eligible dependents.

e. Reimbursement Plan. The City shall provide reimbursement for eligible medical, dental, and vision expenses through the City of San Jacinto Medical Expense Reimbursement Plan, as amended and restated on July 1, 2019.

1) Reimbursements are contingent upon appropriate proof of the payment of an eligible healthcare expense. Such proof must be submitted to the City within ninety (90) calendar days from the time the payment was incurred.

2) Each employee will receive up to two thousand dollars (\$2,000.00) annual credit for reimbursements of eligible medical, dental, and vision expenses incurred during each fiscal year period of July 1st through June 30th.

3) In the event of hospitalization, the City will reimburse each employee up to an additional two thousand dollars (\$2,000.00) per fiscal year.

4) Employees with a medical waiver are eligible to participate in the reimbursement plan.

f. Medical Waiver. Employees who provide proof of adequate comparable medical coverage, through a previous employer or a spouse or registered domestic partner or a spouse/legal guardian, may opt to waive enrollment in the City's medical health insurance plan, and receive monthly compensation as defined below, to the extent permissible by the plan rules. The employee may also opt to have this amount deposited into a deferred compensation plan, up to the plan's legal limits.

1) This taxable monthly payment is as follows:

(a) For employees hired prior to August 1, 2019, the monthly payment shall be eight hundred dollars (\$800.00).

(b) For employees hired on or after August 1, 2019, the monthly payment shall be four hundred dollars (\$400.00).

g. Management Benefit. Management unit employees are provided with a management benefit amount as set forth on Appendix "D" attached and incorporated herein by reference. This benefit may be used by any Management unit employee for payment of City deferred compensation to 457 plan or equivalent AFLAC benefit of employee's election, or may be cashed in once per year in the normal payroll check during mid-November of any calendar year.

5.2 Disability Insurance. CITY shall bear full cost, on behalf of each Management unit employee, the premium on the short-term disability plan selected by CITY. Short term disability insurance benefits shall be a weekly benefit amount of 60% of weekly salary to a maximum weekly benefit of \$1,000.00 with a minimum weekly benefit of \$15.00, at no cost to the employee. CITY shall bear full cost, on behalf of each Management unit employee, the premium on the long-term disability plan selected by CITY.

5.3 Life Insurance. CITY shall contribute, on behalf of each Management unit employee, an amount equal to the premium on the group life insurance policy selected by CITY. The death benefit for any life insurance program shall be 100% of annual salary with a minimum \$50,000 death benefit.

5.4 Retirement.

The City provides employees with retirement benefits through the California Public Employees' Retirement System (CalPERS).

a. In accordance with the California Public Employee's Pension Reform Act of 2013 ("PEPRA"), for the purpose of retirement benefits through CalPERS, employees are defined as either a "classic" or "new" member of CalPERS.

(1) Definition of a "Classic" Member: Any employee hired by the City on or prior to December 31, 2012; or any employee previously employed by a CalPERS participating public agency, hired by that agency prior to January 1, 2013, and who becomes employed by the City with less than a six (6) month break in service, or any employee who is eligible for reciprocity with another California public retirement system.

(2) Definition of a "New" Member: Any employee hired by the City or any other CalPERS participating public agency, on or after January 1, 2013; or any employee previously employed by a CalPERS participating public agency who becomes employed by the City after a break in service of greater than six (6) months; or any employee who is ineligible for reciprocity with another California public retirement system.

b. Retirement formulas and calculations are based upon a combination of the employee's age, years of service, and annual pensionable compensation.

(1) TIER I Retirement Formula: For employees hired on or before August 22, 2011, the City contracts with CalPERS to provide a "2.7% @ 55" plan. There is no cap on annual salary that can be used to calculate final compensation. The plan is based upon the single highest year salary.

(2) TIER II Retirement Formula: For employees hired between August 23, 2011 and December 31, 2012, the City contracts with CalPERS to provide a "2% @ 55" plan. There is no cap on annual salary that can be used to calculate final compensation. The plan is based upon the single highest year salary.

(3) TIER III Retirement Formula: For "new" members hired on or after January 1, 2013, PEPRAs mandates a "2% @ 62" plan. There is a pensionable compensation cap on annual salary used to calculate final compensation. The plan is based upon a three (3) year average of salary.

c. The rate of contributions by both the City and each individual employee is based upon applicable law and MOU provisions.

(1) City Contributions:

(a) For "Classic" Members: The City will continue to contribute the full (100%) cost of the employers share.

(b) For "New" Members: In accordance with PEPRAs, the City will contribute half (50%) of the normal costs, as determined by CalPERS each year.

(2) Employee Contributions:

(a) For TIER I and TIER II Employees: Each employee shall pay the employee's contribution (formerly paid by the City as the Employer Paid Member Contribution or "EPMC"), but not to exceed eight percent (8%).

(b) For TIER III Employees: In accordance with PEPRAs, each employee shall participate in equal (50%) cost sharing of the normal costs, as determined by CalPERS each year.

d. The City's contract with CalPERS provides additional optional benefits to eligible employees.

(1) The City's contract with CalPERS includes the option to purchase Military Service Credit as Public Service (Government Code Section 21024). Accordingly, eligible employees with qualifying military service may contact CalPERS and arrange to purchase, at their own expense, up to four (4) years of service credit.

(2) The City's contract with CalPERS provides the minimum Annual Cost-of-Living Allowance Increase (Government Code Section 21335) of two percent (2%).

(3) The City's contract with CalPERS provides the Fourth Level of 1959 Survivor Benefit (Government Code Sections 21574).

(4) The City's contract with CalPERS provides for Credit for Unused Sick Leave (Government Code Section 20965). Upon retirement, an employee may convert accrued sick leave to retirement service credit.

5.5 Tuition Reimbursement.

a. All Management unit employees are eligible to receive tuition reimbursement. Courses must have begun after appointment and be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

b. Effective July 1 of each year, employees attending job related classes at an accredited college or university shall be reimbursed one hundred percent (100%) to a maximum of seven thousand five hundred dollars (\$7,500.00) for tuition, registration fees, parking fees and texts required for the eligible courses during any fiscal year.

c. Employees attending job related classes, shall be reimbursed one hundred percent for the first seven hundred and fifty dollars (\$750.00) per course and fifty percent (50%) per course thereafter to a maximum of seven thousand five hundred dollars (\$7,500.00) for tuition, registration fees, parking fees and texts required for the eligible courses during any fiscal year.

d. Expenses for travel, lodging, meals, processing fees, transcript fees, materials and any other costs are not reimbursable.

e. Course work must be related to the employee's current occupation or to a City classification to which the employee may be eligible for promotion within the City employee's current job series within the next five years.

f. Courses taken to qualify for certification programs must be taken at institutions accredited to confer those certifications. Military training is not eligible for tuition reimbursement.

g. Course work should not be duplicate training which the employee has already had or which is to be provided in-house or previously taken courses unless special approval has been granted by the Department Head and Human Resources Department.

h. Courses may be approved which are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements for the majors stated in the school catalog. Remedial courses or those taken as required for a non-approved major shall not be eligible.

i. Classes related to the use of purchased City-approved computer equipment, may be authorized under the tuition reimbursement program if pre-approval is granted before commencement of a non-accredited class.

j. Course work cannot be taken on CITY time and it must be certified that all courses submitted for approval are taken on the employees off duty time.

k. A pre-approval form should be submitted to the Department Head and to Human Resources before the course work is begun to certify eligibility.

l. In order to be reviewed, each application must state exactly which units or credits the employee is applying for and whether the courses submitted are core courses or recommended electives for the approved major.

m. Reimbursement shall be submitted within three (3) months of completion of the approved course with a minimum final grade of "C" or its equivalent. A pass in a pass-fail course will be considered equivalent to a "C". No reimbursement shall be made for audited or incomplete courses.

n. Management unit employees must submit from the attendant institution an original certification of major, fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

o. No payback required if the employee separates more than (1) year after the class is completed. This payback provision does not apply to employees who are laid off by the City or who separate as a result of a City/departmental reorganization.

5.6 Workers' Compensation. CITY shall compensate unit members for a period not to exceed thirty (30) days after an industrial accident in the amount of the difference between workers' compensation insurance and the unit members' regular salary.

After expiration of the 30-day period, CITY will pay the difference between workers' compensation and the unit member's regular amount of pay to the extent of the unit member's accumulated sick level earned by the unit member prior to his/her absence. Deductions from the unit member's sick level accrual shall be made on a pro rate basis, according to the number of hours of sick leave which is used to supplement workers' compensation.

After exhaustion of accumulated sick leave, the unit member may choose to supplement the workers' compensation through the use of vacation time accrued prior to the absence. If the unit member so elects, CITY shall pay the difference between the workers' compensation payment and the unit member's salary.

In no event shall the additional compensation paid to the unit member by virtue of the 30-day benefit, sick leave or vacation leave, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the worker.

5.7 Uniform Allowance. City shall provide uniform service (provision and cleaning or purchases) for unit members required to wear them during duty hours.

a. City will pay for any State or City-required safety equipment including rain gear.

b. Should the employee be required to wear safety shoes/boots, the City will reimburse the employee for actual expenditures for such footwear, but in no sum greater than three hundred dollars (\$300.00) in each fiscal year.

1) The employee must provide a receipt for the safety shoes/boots to get reimbursed. Employees may purchase as many safety shoes/boots as needed, up to the allowed annual amount. Employees may purchase their safety shoes/boots at any business they choose.

ARTICLE VI

(LEAVES)

6.1 Sick Leave.

a. Accrual of Sick Leave. Management unit employees shall accrue sick leave at the rate of 8 hours per month beginning with the first day of employment. Management unit employees hired between the first and fifteenth day of the month shall be credited with 8 hours of sick leave for the month of hire. Management unit employees hired between the sixteenth and the last day of the month shall accrue four hours of sick leave for the month. Sick leave may accrue up to a maximum of 960 hours for each employee.

b. Charge for Sick Leave. If a Management unit employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked by reason of illness or injury.

c. Personal Sick Leave. Sick leave with pay shall be allowed by the City whenever an employee's absence is due to the employee's illness/injury or preventative care, which prevented his/her attendance on the job and performance of duties on the day of the absence, or as required by law.

d. Family Sick Leave. Employees compelled to be absent to care for a qualified family member may use any accumulated sick leave.

For this purpose, a qualified family member is defined as the employee's child (including but not limited to biological, adopted, foster, step, employee acting in loco parentis, or any other form of guardianship), parent, sibling, registered domestic partner, spouse, or step/in-law/grand relationships of all of these categories.

e. Required Notice for Sick Leave Use. Each employee using sick leave must notify his/her immediate supervisor within two (2) hours after the time set for beginning his/her daily duties or as may be specified by the Department Head.

f. Medical Certification: The City may require a medical certificate at any time if it has a reasonable basis to believe an employee is abusing the sick leave policy. Upon such a request, the City will articulate in writing the grounds for its reasonable basis.

An employee absent on an approved sick leave for less than one (1) full working day shall have his/her accumulated sick leave reduced by the number of hours absent.

If the absence is due to an off-duty accident, the City may request a written memo from the employee explaining the circumstances of the accident to document the injury is non-work related.

g. Sick Leave Buy Back. To qualify, a unit member must have at least 2 years of service with the City. Once qualified, a member may sell up to 96 hours of sick leave back to the CITY at the end of each calendar year. The employee must retain a minimum of 100 hours of sick leave after receiving such buyback. The buyback of sick leave will be included in the normal payroll check during mid-November of any calendar year.

h. Sick Leave Cash Out upon Termination. Unit members with five or more years of service with the City may cash out accrued sick leave in an amount equal to 3.69 hours for every two full weeks worked during the final calendar year of their employment, from January 1 of that year until the effective date of termination that calendar year. Employees terminated for cause shall not be eligible for this benefit.

6.2 Vacations. Full time Management unit employees shall accumulate vacation leave in accordance with Appendix "D" attached hereto and incorporated herein by the reference.

a. Vacation Carryover. Vacation accumulation shall be limited to that amount accrued by an employee for a twenty-four (24) month period of employment. Any additional accumulated vacation shall be granted at the discretion of the City Manager. If an employee reaches his/her maximum accumulation of vacation, then no additional vacation hours shall be accumulated, and the employee shall receive payment for the excess hours accrued in the same pay period in which they are earned, until the employee has utilized vacation so as to cause less than twenty-four (24) month of vacation accrual to remain in the employee's account.

b. Scheduling Vacation. The times which Management unit employees may take his/her annual vacation leave shall be determined by mutual agreement of employee and his/her Department Head, where possible. Management unit employees are eligible to take accrued vacation upon completion of their initial probationary period with the City.

c. Holidays During Vacation Leave. In the event that one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the leave shall be extended accordingly.

d. Effect of Vacation Accrual with Leave of Absence. The granting of any leave of absence without pay exceeding fifteen (15) consecutive days shall cause the employee's annual vacation accumulation to stop during the calendar year, for each month or major portion of a month that the employee is on leave or absence without pay or until such time the employee returns to work.

e. Pay for Accumulated Vacation. A Management unit employee who leaves the employment of CITY shall be granted all accumulated vacation or shall be paid at his/her rate of compensation applicable at the time of separation. The following method shall be used to calculate final months' vacation accumulation. If an employee terminates on a day falling on the first through the fifteenth of a month, the employee shall receive credit for one-half the months' vacation accrual; if an employee terminates on a day falling on the sixteenth through the thirty-first day of a month, the employee shall receive full credit for the vacation accrual for the month.

f. Vacation Pay Upon Death. When separation of employment is caused by the death of an employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the probate code of the State.

g. Vacation Buy Back. Vacation buy back can be requested by a Management unit employee up to a maximum of eighty (80) hours of unused vacation per fiscal year, provided, however, to be eligible to sell back accrued but unused vacation time a Management unit employee must have, during the 12 months immediately preceding the date of vacation buy back, have actually utilized at least forty (40) hours of vacation, management leave and/or accrued comp time and have a remaining balance of forty (40) hours of vacation remaining after the Vacation Buy Back . Vacation buy back can be requested at any time during the fiscal year. Vacation buy back shall be at the current rate of pay.

h. Probation. Management unit employees shall be eligible to take vacation leave after serving six (6) months with the City and having passed probation. Under extraordinary circumstances City may, in its discretion, permit a Management unit employee to take vacation days prior to completion of six (6) month of service with City. This provision regarding vacation would not apply to Management employees who have already served their initial probationary period and are serving a probationary period after transferring into a different position.

6.3 Management Leave. Full time Management unit employees shall accumulate management leave at the rate of 3.6923 hours per pay period (96 hours annually), which shall be in addition to sick and vacation leaves.

a. Management Leave Carryover. Management leave may be carried over to the fiscal year immediately following the fiscal year in which it is accumulated. All management leave which is not utilized during either the fiscal year in which it is accrued or the immediately subsequent fiscal year shall expire. Management leave may not be cashed out upon resignation, retirement, termination, or separation from employment with CITY.

b. Scheduling Management Leave. The scheduling of the use of management leave shall be determined by mutual agreement of the affected Management unit employee and his/her Department Head or city Manager, as the case may be.

6.4 Jury Duty. Any Management unit employee who is called or required to serve as a trial juror shall be entitled to a leave of absence during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his full salary and any payment received by him/her except travel pay, for such duty.

6.5 Leave of Absence Without Pay.

a. General Policy. Any Management unit employee may be granted a leave of absence without pay upon the approval of the City Council pursuant to the recommendation of the City Manager except that in case of a leave of absence without pay of sixty (60) consecutive calendar days or less, the approval of the City council shall not be required. A leave without pay may be granted for any of the following reasons:

- Illness or disability

- Pregnancy
- To take a course of study which will increase the employee's usefulness on return to his/her position in CITY service.
- For personal reasons acceptable to the city Council and/or City Manager.
- In all cases involving requests applicable to Federal and State Family Medical/Acts, leave shall be granted in accordance with such provisions. Except as changed herein pursuant to provisions of such acts allowing modification.

b. Leave Without Pay. A Management unit employee shall utilize all of his/her vacation and/or compensatory time off prior to taking an authorized leave of absence without pay.

A prorate reduction of normal annual vacation and sick leave accruals shall be applicable to approved absence without pay. Whenever the absence is less than one month, the prorated reduction shall be rounded to the nearest hour. An absence of fifteen (15) days or more without pay constitutes a break of continuous service with CITY. An employee on leave of absence does not have any of the privileges granted regular full-time employees.

6.6 Bereavement Leave. Whenever any Management unit employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, legal guardian, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather or grandchildren), such person shall be entitled to a leave of absence with pay for up to three (3) working days. The employee shall furnish satisfactory evidence of such death or critical illness to his/her Department Head or City Manager. Such Bereavement Leave may be increased up to a total of five (5) days in the event of the death of a member of the immediate family, when such services for the deceased person is located more than 500 miles from the employee's residence and the unit member actually travels to attend such services. Should leave be requested for death of a non-married partner, the City Manager may request a certification from the unit member as proof of said relationship.

6.7 Temporary Disability Leave.

a. Submission of an appropriate certificate from a licensed physician, any Management unit employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave accredited to him/her and upon the expiration of sick leave may utilize any accredited annual vacation leave. When both sick leave and annual vacation leave credits are exhausted, the remainder of the absence required will be on the basis of leave without pay. If leave without pay is utilized, no accruals of leave or benefits will be credited to the employee. The leave without pay will constitute a break in continuous service with CITY.

b. Pregnancy Leave. Whenever the Temporary Disability Leave is due to a pregnancy of a female employee, the employee shall produce a certificate of a licensed physician which shall advise CITY as to the health and welfare of the employee in relationship to the physical and emotional demands of the position and duties which she is performing for CITY

and shall state that the employee should not continue her work assignments until released by the physician. This release certification shall insure that the employee is physically and mentally capable of returning to normal work assignments of the position which she departed. Temporary disability leave because of pregnancy shall not extend beyond a maximum period of six (6) months unless the licensed physician requests an additional period of absence which may or may not be granted by the City Manager. It shall be the obligation of the employee to notify the Department Head/City Manager as early as possible of any knowledge relating to her pregnancy. Notwithstanding the above, in no event shall any certification requirement exceed the applicable provisions of State or Federal Family Leave Acts.

6.8 Military Leave. Military leave shall be granted in accordance with the applicable provisions of State Law.

ARTICLE VII

(HOLIDAYS)

7.1 Holidays. Management unit employees shall be granted the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

a. Effective July 1, 2019, the Day after Thanksgiving holiday is eliminated as a paid holiday; however, if Fridays become a regularly scheduled work day for any employee, the Day after Thanksgiving (4th Friday in November) shall be reinstated as a paid holiday for all employees.

b. Employees shall receive two (2) floating holidays each fiscal year. New employees hired on July 1st through December 31st shall receive both of the floating holidays

for the same fiscal year in which they were hired. New employees hired on January 1st through June 30th shall only receive one (1) floating holiday for the same fiscal year in which they were hired.

c. Employees shall receive holiday pay for the number of hours regularly scheduled for that date.

d. Any holiday falling on Friday or Saturday shall be observed on the preceding Thursday. Back to back holiday's falling on Friday and Saturday, shall be observed on the preceding Wednesday and Thursday.

e. Any holiday falling on Sunday shall be observed on the following Monday.

f. If an employee is required to work on a holiday, the employee shall be entitled to holiday pay for the number of hours regularly scheduled for that day at straight time, in addition to the amount paid for any time actually worked.

g. At the discretion of the Department Head, an employee may be given a day off in lieu of holiday pay in the case described in ARTICLE VII.7.1.f above.

h. Each Department will adopt rules pertaining to the required advance notice to be given prior to use of floating holidays.

ARTICLE VIII

(WORKING HOURS AND OVERTIME)

8.1 Work Week Defined. All employees in the Management unit shall work a four-day, 40-hour work week consistent with the provisions of the FLSA. Hours worked will include vacation, compensatory time, and holidays.

8.2 Overtime Worked for Confidential Employees Only. All time worked by confidential employees working beyond his/her regular 40-hour workweek, shall be compensated by cash payment based on one and one-half (1-1/2) times the hourly rate of base salary. Weekly overtime shall not include: (1) overtime not authorized by a supervisor; (2) overtime of less than 10 minutes; or (3) voluntary early reporting, provided that the employee has not been permitted or suffered to work overtime. All other Management unit employees except as specified herein, shall be exempt under FLSA from any entitlement to earned overtime compensation.

8.3 Sick and vacation compensation shall continue to be accrued at the current rate.

8.4 Compensatory Time for Confidential Employees Only. A non-exempt employee may accrue compensatory time in lieu of overtime unless prohibited from doing so by the City Manager. Those employees eligible for compensatory time may accrue such time to a maximum of sixty (60) hours. Compensatory time shall be calculated at one and one-half (1-1/2) times the number of hours worked over forty (40) hours during the established work week. Compensatory time must be reported on the employee's time card and submitted to the payroll department. Compensatory time used shall also be reported on the employee's time card and submitted to the

payroll department. Employees shall be encouraged to use compensatory time as quickly as possible, depending on the work load the assigned department.

8.5 Deductions for Partial-Day Absences. Deductions under Section 5.3 of the City's Personnel Policies and Procedures Manual shall only occur when an employee has worked less than forty (40) hours in a week. The deduction shall be equivalent to the difference between the forty (40) hours and total number of hours actually worked. Employees will still be expected to be present during their regularly scheduled hours unless authorized otherwise.

ARTICLE IX

(PERSONNEL RULES)

9.1 The parties have met and conferred in good faith and agree that CITY's personnel rules, as revised during the current negotiations process and attached as Appendix B, as the same may be amended from time to time, shall be fully incorporated in and made a part of this MOU by this reference.

ARTICLE X

(DRUG AND ALCOHOL FREE WORKPLACE POLICY)

10.1 The parties have met and conferred in good faith regarding the adopt of a drug and alcohol free workplace policy and the same is attached hereto as Appendix "C" and deemed implemented upon adoption of this MOU.

ARTICLE XI

(HARASSMENT IN THE WORKPLACE POLICY)

11.1 The parties have met and conferred in good faith regarding the adoption of a harassment in the workplace policy and the same is attached as Appendix "E" and shall be deemed implemented upon adoption of this MOU.

ARTICLE XII

(WAIVER OF BARGAINING)

12.1 Full Understanding. This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. All provisions of existing CITY rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded by this MOU.

12.2 Waiver of Bargaining Agreed To. Except as specifically provided for herein, the parties to the MOU, voluntarily and unqualifiedly waive their respective rights to meet and confer in good faith during the term of this MOU, with respect to any subject or matter covered herein, or with respect to any other matters within the scope of the meet and confer in good faith process. However, this Article shall not be deemed to preclude mutually agreed upon meet and confer in good faith sessions for the purpose of altering, waiving, modifying or amending this MOU.

ARTICLE XIII

(EMERGENCY WAIVER)

13.1 Waiver Granted. In the event of circumstances beyond the control of CITY, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of CITY, which restrict CITY's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. ASSOCIATION shall have the right to meet and confer with CITY regarding the impact on employees of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE XIV

(SEVERABILITY CLAUSE)

14.1 Severability Declared. Should any provisions of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

ARTICLE XV

"ME TOO" CLAUSE

15.1 If, during the term of this MOU, the CITY grants employees in any bargaining unit an across-the-board increase to base salary or wage rate that exceeds any salary increases contained in this MOU, the CITY shall adjust any increases contained in this MOU so that they are equal to those granted to employees in the other bargaining unit. Likewise, if during the term of this MOU the CITY grants employees in any bargaining unit benefit levels greater than those set forth in this MOU, the CITY shall adjust the benefit levels in this MOU so that they are equal to those granted to employees in the other bargaining unit. Such adjustments shall be effective at the time the salary and/or benefit is granted to the employees in the other bargaining unit.

For the purposes of this Article, the term "bargaining unit" refers to a bargaining unit where a single employee association has been granted exclusive representation rights pursuant to the Meyers-Milias-Brown Act.

ARTICLE XVI

(RATIFICATION AND EXECUTION)

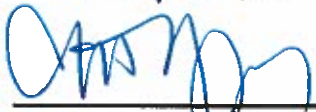
16.1 CITY's representatives and ASSOCIATION have reached an understanding as to certain recommendations to be made to the city Council for the City of San Jacinto and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. CITY and ASSOCIATION acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of this City.

SAN JACINTO MANAGEMENT
ASSOCIATION



Rene Yarnall

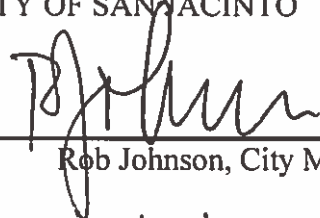
Dated: 7/30/19



Crystal Yanez

Dated: 7/30/19

CITY OF SAN JACINTO



Rob Johnson, City Manager

Dated: 7/30/19