



MEMORANDUM OF UNDERSTANDING

JULY 1, 2022 - JUNE 30, 2025

CITY OF SAN JACINTO, CA

AND

SAN JACINTO MANAGEMENT ASSOCIATION

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**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 or UNIT") pursuant to the provisions of the Meyers-Milias-Brown Act.

This MOU shall be effective commencing on July 1, 2022, and concluding at the close of business on June 30, 2025, and thereafter shall continue in effect year-by-year unless one of the parties hereto notifies the other in writing no later than March 15, 2025 (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 Master Employer Employee Relations (MEER), Resolution 98-42, adopted August 6, 1998, excluding 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 the expiration of said MOU.

ARTICLE II

(CITY RIGHTS)

2.1 CITY and ASSOCIATION shall reopen any provision of this MOU for 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.

2.2 It is understood and agreed that the CITY retains all of its powers and authority to direct, manage, and control fully of the law. Included in, but not limited to, those duties and powers, are

the exclusive rights to: determine its organization; direct the work of its employees; assign work not expressly covered by job description; determine the times and hours of operation, determine normal working hours and to schedule shifts accordingly; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its municipal policies, goals, and objectives; make technological improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of CITY operations, build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work in accordance with law; and to take any action necessary to address conditions of any emergency nature, provided that the ASSOCIATION shall be afforded the opportunity to meet and confer concerning the necessity of any such action if inconsistent with the MOU. In addition, the CITY retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees.

2.3 The CITY has the exclusive right and authority to assign or schedule work and/or overtime work to employees in accordance with requirements as determined by the CITY, and in the manner most advantageous to the CITY.

2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the CITY through the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the MOU, and then only to the extent such specific and express terms are in conformance with the law.

2.5 The City Manager and Department Head(s) have, and will continue to retain, exclusive decision-making authority on matters not specifically and expressly modified by specific provisions of this MOU, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained herein.

2.6 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 workforce 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 relieve employees from duties for lack of work or similar non-disciplinary reasons;

j. To establish and modify productivity and performance programs and standards for CITY operations;

k. To discharge, suspend, demote or otherwise discipline employees for proper cause;

l. To determine job classifications and to reclassify employees;

m. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this MOU and the CITY's Personnel Policies and Procedures;

n. To determine policies, procedures and standards pertaining to CITY operations and activities;

o. To establish employee performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

p. To maintain order and efficiency in its facilities and operations;

q. 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;

r. To take any and all necessary action to carry out the mission of CITY in emergencies;

s. To determine the mission of its constituent departments, boards, commissions, and committees; and

t. To establish the need and use of personnel information for employees and the information is to be provided. Employees retain their rights to privacy as provided by law.

2.7 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 ASSOCIATION.

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.

ARTICLE IV

(COMPENSATION)

4.1 Salary Schedule.

a. The terms and conditions of Section VI through Section VII of Resolution No. 2223, adopted August 16, 1994, to the extent still 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 11, 2022 the CITY will add an additional step (5%) to the Management salary schedule, and remove the bottom step from the salary schedule, while leaving employees at the same rate of pay.

d. Effective July 11, 2022, ASSOCIATION employees shall receive a six thousand (\$6,000) one-time, taxable, non-PERSable Essential Worker Pay, excluded from regular rate of pay. Payment made only to active full-time employees as of 7/1/2022. Payment to be issued the first full pay period following ratification by the City Council & ASSOCIATION.

e. Effective July 11, 2022, ASSOCIATION employees shall receive a cost of living increase of five percent (5%). Effective the first of the full pay period in July 2023 and July 2024, ASSOCIATION employees shall receive a cost of living increase of three percent (3%) for each year.

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, 2022.

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, 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, a spouse, 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).

5.2 Management Benefit. ASSOCIATION employees are provided with a management benefit amount as set forth on Appendix "B" attached and incorporated herein by reference. This benefit may be used by any ASSOCIATION employee for payment to CITY deferred compensation 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.

5.3 Disability Insurance. CITY shall bear full cost, on behalf of each ASSOCIATION 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 up to a maximum weekly benefit of one thousand, seven hundred and fifty dollars (\$1,750.00), CITY shall bear full cost, on behalf of each ASSOCIATION employee, the premium on the long-term disability plan selected by CITY.

5.4 Life Insurance. CITY shall contribute, on behalf of each ASSOCIATION 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 up to one hundred and fifty thousand dollars (\$150,000), with a minimum fifty thousand dollars (\$50,000) death benefit.

5.5 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, or Classic Member hired by the CITY after December 31, 2012, as defined above, 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.

5.6 Tuition Reimbursement.

a. All Management unit employees are eligible to receive job related 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 1st 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 textbooks required for the eligible courses during any fiscal year.

c. Employees attending job related classes in certification/licensure programs or vocational courses shall be reimbursed one hundred percent (100%) for the first seven hundred and fifty dollars (\$750.00) and then fifty percent (50%) thereafter, to a maximum of seven thousand five hundred dollars (\$7,500.00) for tuition, course fees, program fees, parking fees and textbooks required for the eligible courses or programs during any fiscal year. Courses or programs taken to qualify for certification/licensure must be taken at institutions accredited to confer those certifications/licenses

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

e. For job related certification/licensure programs and vocational courses, employees shall be reimbursed the actual costs paid, but not to exceed the annual limits above.

f. 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 (5) years.

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

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 “or approved” are taken on the employee’s 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 or certification program.

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”.

Certification/licensure or vocational programs may be validated by submission of the certificate/licensure or certificate of completion.

No reimbursement shall be made for audited or incomplete courses.

n. 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.

p. Effective July 1, 2022, the CITY expanded the Tuition Reimbursement benefit to include \$250 per month, of the allowed \$7,500 yearly Tuition Reimbursement benefit, for payment towards the employee’s existing student loans. Receipt of payment to an official student loan provider is required to be submitted for reimbursement within 90-days of payment.

5.7 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 or management leave 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.

5.8 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 be 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.

5.9 Travel Per Diem. As an amendment to citywide policy, effective July 1, 2022, the CITY's Travel Per-diem rate for ASSOCIATION employees will reflect the current General Service Administration (GSA) California, standard per-diem rates, for meals only.

5.10 457 Deferred Comp Match: Effective 7/1/22, the CITY will begin providing an employer deferred compensation match, dollar for dollar, up to two percent (2%) of salary on management employee 457 deferred compensation contributions. Annual IRS 457 maximum contribution limits will apply.

5.11 Management Group Additional Death Benefit: In the event a Management group member passes away, the CITY will pay out any accrued sick leave and management leave with the employee's final pay.

ARTICLE VI

(LEAVES)

6.1 Sick Leave.

a. Accrual of Sick Leave. ASSOCIATION employees shall accrue sick leave at the rate of eight hours (8) 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 eight hours (8) 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 nine-hundred and sixty hours (960) for each employee. All leave accruals will stop the pay period following LWOP status. If an employee elects not to use available leave to supplement STD/LTD/WC pay, leave accruals will stop immediately upon going into LWOP status with the CITY.

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 no less than thirty minutes (30) before the time set for beginning his/her daily duties.

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. A unit member may sell up to ninety-six hours (96) of sick leave back to the CITY at the end of each calendar year. The employee must retain a minimum of one hundred hours (100) 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. Sick leave buy back may be paid directly to the Employee or deposited into a CITY sponsored 457 plan of the employee's choice, by means of elective deferral, upon the request of the employee. Annual IRS 457 maximum contribution limits will apply.

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 "B" attached hereto and incorporated herein by the reference. Effective July 1, 2022, Confidential group employees shall receive the same vacation accrual as newly hired management group members after July 1, 2022.

a. Vacation Carryover. Vacation accumulation shall be limited to that amount accrued by an employee for a thirty-six (36) 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, fifty hours (50) of vacation time will be paid at the employee's current rate of pay, to a CITY sponsored 457 plan of the employee's choice, by means of elective deferral. This may occur up to three (3) times per calendar year, and does not affect an employee's ability to buy back vacation. Annual IRS 457 maximum contribution limits will apply.

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 after six (6) months of their initial one (1) year 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. All leave accruals will stop the pay period following LWOP status. If an employee elects not to use available leave to supplement STD/LTD/WC pay, leave accruals will stop immediately upon going into LWOP status with the CITY.

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 ninety-six (96) 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. An employee will not be paid out directly, more than 96 hours of vacation buy back in a fiscal year. Vacation buy back may be paid directly to a CITY sponsored 457 plan of the employee's choice, and is eligible for the 2% of employee's

salary employer contribution, by means of elective deferral. Annual IRS 457 maximum contribution limits will apply.

h. Probation. Management unit employees shall be eligible to take vacation leave after serving six (6) months, of the one (1) year probationary period, with the CITY and the manager deems the employee is in good standing. 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. Fulltime Management unit employees hired before July 1, 2022 shall accumulate management leave at the rate of 3.6923 hours per pay period (ninety-six (96) hours annually). Full-time Management unit employees hired after July 1, 2022 shall accumulate management leave at the rate of 2.8846 hours per pay period (seventy-five (75) hours annually), which shall be in addition to sick and vacation leave accruals.

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 pursuant to the recommendation of the CITY Manager, except where legally required by State and/or Federal law. 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 Manager.
- In all cases involving requests applicable to Federal and State law, including the Family Medical Leave Act (FMLA) and/or CA Family Rights Act (CFRA), 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 any available leave accruals prior to taking an authorized leave of absence without pay; except while using STD/LTD/WC paid leave.

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 must utilize all sick leave accredited to him/her and upon the expiration of sick leave must utilize any available paid leave; except while using STD/LTD/WC paid leave. When available paid 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 an 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 they are performing for the CITY, and shall state that the employee should not continue their 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 they departed. Temporary disability leave because of pregnancy shall not extend beyond a maximum legally required by State and/or Federal law, 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 Human

Resources/Department Head 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 Federal and/or 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 workday, the Day after Thanksgiving (4th Friday in November) shall be reinstated as a paid holiday for 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 workweek 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 beyond 40 hours in the FLSA workweek, shall be at one and one-half (1-1/2) times the regular rate of pay. All overtime should be pre-authorized by the Supervisor. Voluntary early reporting is not overtime, provided the employee has not been required to work overtime. All other Management unit employees, except as specified herein, are exempt under FLSA from overtime compensation.

8.3 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 workweek. 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 workload of the assigned department.

8.4 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

(ASSOCIATION RIGHTS)

9.1 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.

9.2 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.

9.3 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.

9.4 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 X

(Reserved)

ARTICLE XI

(Reserved)

ARTICLE XII

(PERSONNEL POLICY & PROCEDURE MANUAL)

12.1 The parties have met and conferred in good faith and agree that employees shall be subject to the CITY's Personnel Policy & Procedure Manual (PP&PM), as revised in 2012 , and may be amended from time to time.

ARTICLE XIII

(DRUG AND ALCOHOL FREE WORKPLACE POLICY)

13.1 The parties have met and conferred in good faith and agree that employees shall be subject to the CITY's Drug and Alcohol Free Workplace Policy.

ARTICLE XIV

(POLICY AGAINST EMPLOYEE HARASSMENT)

14.1 The parties have met and conferred in good faith and agree that employees shall be subject to the CITY's Policy Against Employee Harassment.

ARTICLE XV

(NON-DISCRIMINATION)

15.1 The CITY and ASSOCIATION shall comply with applicable Federal and State laws governing fair employment practice and equal opportunity. The CITY and ASSOCIATION shall not unlawfully discriminate for or against any person based on race, creed, color religion, national origin, sex, age, political opinion, physical handicap, medical condition, marital status, disability, sexual orientation or because of membership in, or activities on behalf of or in opposition to, the ASSOCIATION.

ARTICLE XVI

(WAIVER OF BARGAINING / EMERGENCY WAIVER / SEVERABILITY CLAUSE)

16.1 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.

16.2 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.

16.3 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.

16.4 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 XVII

(AMENDED AND RESTATED MEDICAL EXPENSE REIMBURSEMENT PLAN)

17.1 The parties have met and conferred in good faith and agree that employees shall be subject to the CITY's Amended and Restated Medical Reimbursement Plan.

ARTICLE XVIII

("ME TOO" CLAUSE)

18.1 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 XIX

(RATIFICATION AND EXECUTION)

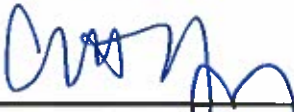
19.1 CITY's representatives and ASSOCIATION have reached an understanding as to certain recommendations to be made to the city Council for the City of San Jacinto and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution, which will provide for 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: 8/18/22



Crystal Yanez

Dated: 8/18/22

CITY OF SAN JACINTO



Rob Johnson, City Manager

Dated: 8/15/22

City of San Jacinto Salary Matrix (Hourly) - Effective 7/11/22 Management Group Only

(5 % between each step)

Prior Step # Updated Step # eff. 7/11/22	GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
		1	2	3	4	5	6	7	NA
		NA	1	2	3	4	5	6	7
	1	\$18.3055	\$19.2208	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577
	2	\$19.2208	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456
	3	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979
	4	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178
	5	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087
	6	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741
	7	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178
	8	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437
* Senior HR Technician	9	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559
	10	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587
Community Development Assistant / * Community Development Clerk	11	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566
	12	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544
Administrative Analyst / GIS Coordinator	13	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571
Accountant I / * Innovation & Technology Analyst	14	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571	\$48.5700
Code Enforcement Supervisor / Senior Building Inspector	15	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571	\$48.5700	\$50.9985
Finance Analyst / Accountant II	16	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571	\$48.5700	\$50.9985	\$53.5484
Associate Planner / Management Analyst	17	\$39.9587	\$41.9566	\$44.0544	\$46.2571	\$48.5700	\$50.9985	\$53.5484	\$56.2258
Senior Accountant	18	\$41.9566	\$44.0544	\$46.2571	\$48.5700	\$50.9985	\$53.5484	\$56.2258	\$59.0371
	19	\$44.0544	\$46.2571	\$48.5700	\$50.9985	\$53.5484	\$56.2258	\$59.0371	\$61.9890
City Clerk / Economic Development & Special Projects Administrator / Senior Planner	20	\$46.2571	\$48.5700	\$50.9985	\$53.5484	\$56.2258	\$59.0371	\$61.9890	\$65.0884
	21	\$48.5700	\$50.9985	\$53.5484	\$56.2258	\$59.0371	\$61.9890	\$65.0884	\$68.3429
Public Utilities Superintendent / Water Utilities Superintendent	22	\$50.9985	\$53.5484	\$56.2258	\$59.0371	\$61.9890	\$65.0884	\$68.3429	\$71.7600
Community Development Manager / Planning Manager / Assistant to the City Manager	23	\$53.5484	\$56.2258	\$59.0371	\$61.9890	\$65.0884	\$68.3429	\$71.7600	\$75.3480
	24	\$56.2258	\$59.0371	\$61.9890	\$65.0884	\$68.3429	\$71.7600	\$75.3480	\$79.1154
	25	\$59.0371	\$61.9890	\$65.0884	\$68.3429	\$71.7600	\$75.3480	\$79.1154	\$83.0712
Chief of Public Utilities	26	\$61.9890	\$65.0884	\$68.3429	\$71.7600	\$75.3480	\$79.1154	\$83.0712	\$87.2247
	27	\$65.0884	\$68.3429	\$71.7600	\$75.3480	\$79.1154	\$83.0712	\$87.2247	\$91.5860
Finance Director / Human Resources Director / Chief Innovations Officer	28	\$68.3429	\$71.7600	\$75.3480	\$79.1154	\$83.0712	\$87.2247	\$91.5860	\$96.1653
	29	\$71.7600	\$75.3480	\$79.1154	\$83.0712	\$87.2247	\$91.5860	\$96.1653	\$100.9735
	30	\$75.3480	\$79.1154	\$83.0712	\$87.2247	\$91.5860	\$96.1653	\$100.9735	\$106.0222
	31	\$79.1154	\$83.0712	\$87.2247	\$91.5860	\$96.1653	\$100.9735	\$106.0222	\$111.3233
Deputy City Manager / Deputy City Manager of Development Services	32	\$83.0712	\$87.2247	\$91.5860	\$96.1653	\$100.9735	\$106.0222	\$111.3233	\$116.8895
	33	\$87.2247	\$91.5860	\$96.1653	\$100.9735	\$106.0222	\$111.3233	\$116.8895	\$122.7340
	34	\$91.5860	\$96.1653	\$100.9735	\$106.0222	\$111.3233	\$116.8895	\$122.7340	\$128.8707
	35	\$96.1653	\$100.9735	\$106.0222	\$111.3233	\$116.8895	\$122.7340	\$128.8707	\$135.3142

5% COLA effective 7/11/22; add new top Step & drop old bottom step

* = Confidential Group

City of San Jacinto Salary Matrix (Annual)- Effective 7/11/22 Management Group Only

(5 % between each step)

Prior Step #
Updated Step # eff. 7/11/22

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	NA
	NA	1	2	3	4	5	6	7
1	\$ 38,075	\$ 39,979	\$ 41,978	\$ 44,077	\$ 46,281	\$ 48,595	\$ 51,025	\$ 53,576
2	\$ 39,979	\$ 41,978	\$ 44,077	\$ 46,281	\$ 48,595	\$ 51,025	\$ 53,576	\$ 56,255
3	\$ 41,978	\$ 44,077	\$ 46,281	\$ 48,595	\$ 51,025	\$ 53,576	\$ 56,255	\$ 59,068
4	\$ 44,077	\$ 46,281	\$ 48,595	\$ 51,025	\$ 53,576	\$ 56,255	\$ 59,068	\$ 62,021
5	\$ 46,281	\$ 48,595	\$ 51,025	\$ 53,576	\$ 56,255	\$ 59,068	\$ 62,021	\$ 65,122
6	\$ 48,595	\$ 51,025	\$ 53,576	\$ 56,255	\$ 59,068	\$ 62,021	\$ 65,122	\$ 68,378
7	\$ 51,025	\$ 53,576	\$ 56,255	\$ 59,068	\$ 62,021	\$ 65,122	\$ 68,378	\$ 71,797
8	\$ 53,576	\$ 56,255	\$ 59,068	\$ 62,021	\$ 65,122	\$ 68,378	\$ 71,797	\$ 75,387
* Senior HR Technician	\$ 56,255	\$ 59,068	\$ 62,021	\$ 65,122	\$ 68,378	\$ 71,797	\$ 75,387	\$ 79,156
10	\$ 59,068	\$ 62,021	\$ 65,122	\$ 68,378	\$ 71,797	\$ 75,387	\$ 79,156	\$ 83,114
Community Development Assistant / * Community Development Clerk	\$ 62,021	\$ 65,122	\$ 68,378	\$ 71,797	\$ 75,387	\$ 79,156	\$ 83,114	\$ 87,270
12	\$ 65,122	\$ 68,378	\$ 71,797	\$ 75,387	\$ 79,156	\$ 83,114	\$ 87,270	\$ 91,633
Administrative Analyst / GIS Coordinator	\$ 68,378	\$ 71,797	\$ 75,387	\$ 79,156	\$ 83,114	\$ 87,270	\$ 91,633	\$ 96,215
Accountant I / * Innovation & Technology Analyst	\$ 71,797	\$ 75,387	\$ 79,156	\$ 83,114	\$ 87,270	\$ 91,633	\$ 96,215	\$ 101,026
Code Enforcement Supervisor / Senior Building Inspector	\$ 75,387	\$ 79,156	\$ 83,114	\$ 87,270	\$ 91,633	\$ 96,215	\$ 101,026	\$ 106,077
Finance Analyst / Accountant II	\$ 79,156	\$ 83,114	\$ 87,270	\$ 91,633	\$ 96,215	\$ 101,026	\$ 106,077	\$ 111,381
Associate Planner / Management Analyst	\$ 83,114	\$ 87,270	\$ 91,633	\$ 96,215	\$ 101,026	\$ 106,077	\$ 111,381	\$ 116,950
Senior Accountant	\$ 87,270	\$ 91,633	\$ 96,215	\$ 101,026	\$ 106,077	\$ 111,381	\$ 116,950	\$ 122,797
19	\$ 91,633	\$ 96,215	\$ 101,026	\$ 106,077	\$ 111,381	\$ 116,950	\$ 122,797	\$ 128,937
City Clerk / Economic Development & Special Projects Administrator / Senior Planner	\$ 96,215	\$ 101,026	\$ 106,077	\$ 111,381	\$ 116,950	\$ 122,797	\$ 128,937	\$ 135,384
21	\$ 101,026	\$ 106,077	\$ 111,381	\$ 116,950	\$ 122,797	\$ 128,937	\$ 135,384	\$ 142,153
Public Utilities Superintendent / Water Utilities Superintendent	\$ 106,077	\$ 111,381	\$ 116,950	\$ 122,797	\$ 128,937	\$ 135,384	\$ 142,153	\$ 149,261
Community Development Manager / Planning Manager / Assistant to the City Manager	\$ 111,381	\$ 116,950	\$ 122,797	\$ 128,937	\$ 135,384	\$ 142,153	\$ 149,261	\$ 156,724
24	\$ 116,950	\$ 122,797	\$ 128,937	\$ 135,384	\$ 142,153	\$ 149,261	\$ 156,724	\$ 164,560
25	\$ 122,797	\$ 128,937	\$ 135,384	\$ 142,153	\$ 149,261	\$ 156,724	\$ 164,560	\$ 172,788
Chief of Public Utilities	\$ 128,937	\$ 135,384	\$ 142,153	\$ 149,261	\$ 156,724	\$ 164,560	\$ 172,788	\$ 181,427
27	\$ 135,384	\$ 142,153	\$ 149,261	\$ 156,724	\$ 164,560	\$ 172,788	\$ 181,427	\$ 190,499
Finance Director / Human Resources Director / Chief Innovations Officer	\$ 142,153	\$ 149,261	\$ 156,724	\$ 164,560	\$ 172,788	\$ 181,427	\$ 190,499	\$ 200,024
29	\$ 149,261	\$ 156,724	\$ 164,560	\$ 172,788	\$ 181,427	\$ 190,499	\$ 200,024	\$ 210,025
30	\$ 156,724	\$ 164,560	\$ 172,788	\$ 181,427	\$ 190,499	\$ 200,024	\$ 210,025	\$ 220,526
31	\$ 164,560	\$ 172,788	\$ 181,427	\$ 190,499	\$ 200,024	\$ 210,025	\$ 220,526	\$ 231,553
Deputy City Manager / Deputy City Manager of Development Services	\$ 172,788	\$ 181,427	\$ 190,499	\$ 200,024	\$ 210,025	\$ 220,526	\$ 231,553	\$ 243,130
33	\$ 181,427	\$ 190,499	\$ 200,024	\$ 210,025	\$ 220,526	\$ 231,553	\$ 243,130	\$ 255,287
34	\$ 190,499	\$ 200,024	\$ 210,025	\$ 220,526	\$ 231,553	\$ 243,130	\$ 255,287	\$ 268,051
35	\$ 200,024	\$ 210,025	\$ 220,526	\$ 231,553	\$ 243,130	\$ 255,287	\$ 268,051	\$ 281,454

(Disclosure: Annual figures are provided for illustration only and are rounded to the nearest dollar for ease of review. Actual wages are calculated and paid upon the hourly rate out to 4th decimal place.)

5% COLA effective 7/11/22; add new top Step & drop bottom step

* = Confidential Group

APPENDIX "B"

SAN JACINTO MANAGEMENT GROUP

MATRIX OF BENEFITS – JULY 1, 2022 to JUNE 30, 2025

<p>AMENDED JULY 1, 2022 (TO REFLECT NEW MOU) Benefit Description</p>	<p>Confidential</p>	<p>Management</p>
<p>CalPERS Retirement Benefit</p>	<p>2% @ 62 (PEPRA) for employees hired after January 1, 2013. (Note: Upon hire, employees who have worked at public agencies prior to the City of San Jacinto, have funds on deposit and qualify as a Classic members of CalPERS may be eligible to enroll in Classic Members Tier 2. Individual determination will be made on a case-by-case basis working directly with CalPERS).</p>	
<p>Medical (United Healthcare HMO or Kaiser Permanente HMO), Delta Dental (PPO & HMO), Eye Med Vision, STD, LTD and AD&D</p>	<p>Classic Members Tier 1 - 2.7% @ 55 Classic Members Tier 2 – 2% @ 55 2.7% at 55 for single highest year and 1959 Survivor Benefits at level 4</p>	
<p>Medical Expense Reimbursement</p>	<p>Plan coverage for employees and dependents paid for by the City up to a \$3,000/monthly maximum. Effective date of coverage is the 1st of the month following date of hire.</p>	
<p>Life Insurance and AD&D</p>	<p>Up to \$2,000 per fiscal year to reimburse out-of-pocket medical expenses such as co-pays plus up to \$2,000 per fiscal year for hospitalization (w/restrictions). See side letter to MOU for more details.</p>	
<p>Vehicle Usage</p>	<p>1x Annual Salary up to \$150,000 provided by the City, minimum of \$50,000 Supplemental insurance available for employee purchase.</p>	
<p>Car Allowance</p>	<p>Pool Car or Mileage Reimbursement.</p>	
<p>Management Benefit</p>	<p>Typically Director and above: amount and applicable positions set at discretion of City Manager. Car rental option for approved travel over 200 miles or greater one way (400 miles round trip)</p>	
<p>Management Benefit</p>	<p>\$100.00/month w/restrictions (provided as cash back 1x per year, deferred comp to 457 plan, or AFLAC benefit of employee's election).</p>	
<p>Compensatory Time</p>	<p>Maximum of 60 hours</p>	<p>N/A</p>
<p>Overtime</p>	<p>Eligible</p>	<p>N/A</p>

APPENDIX 'B'

SAN JACINTO MANAGEMENT GROUP

MATRIX OF BENEFITS – JULY 1, 2022 to JUNE 30, 2025

Benefit Description	Confidential	Management
Sick Leave	96 hours annually accrued @ 3.69 hours per pay period; maximum cap 960 hours; carries over into a new year, no waiting period for new employees to begin accruing sick time. Upon voluntary termination of employment, if employee has 5 or more years of service with the City may cash out accrued sick leave in the amount of 3.69 hours from January 1 to the date of termination / resignation.	
Paid Holidays	Employee may sell up to 96 hours of sick leave back to the City at the end of each calendar year (processed during mid-November). However, they must maintain a minimum balance of 100 hours in their sick leave accrual account.	<p>January 1</p> <p>3rd Monday in January</p> <p>3rd Monday in February</p> <p>Last Monday in May</p> <p>July 4</p> <p>1st Monday in September</p> <p>November 11</p> <p>4th Thursday in November</p> <p>December 24</p> <p>December 25</p> <p>December 31</p>
Floating Holidays	There is no waiting period before newly hired employees are eligible to receive paid holidays.	Two permitted per fiscal year July 1 – June 30. Floating holidays are pro-rated for new hires per the MOU. Floating holidays are not paid out upon voluntary or involuntary termination. Floating holidays accrued in one fiscal year that are not used, may be rolled over to the next fiscal year. If rolled over floating holidays are not used the following fiscal year they are lost.

APPENDIX "B"

SAN JACINTO MANAGEMENT GROUP

MATRIX OF BENEFITS – JULY 1, 2022 to JUNE 30, 2025

Benefit Description	Confidential	Management
Management Leave	N/A	<p>Management hired before 7/1/22 96 hours annually accrued @ 3.69 hours per pay period; maximum cap 192 hours; carries over into new year; no buy-back option.</p> <p>Management hired on or after 7/1/22 75 hours annually accrued @ 2.88 hours per pay period; maximum cap 150 hours; carries over into new year; no buy-back option.</p> <p>All Management: accrued, unused balance will not be paid out upon voluntary or involuntary termination of employment.</p>
Vacation	<p>1 - 4 years = 120 hours 5 - 8 years = 140 hours 9 - 12 years = 160 hours 13+ = 168 hours</p>	<p>Management hired before 7/1/22 1 - 11 years = 160 hours 12+ years = 168 hours</p> <p>Management hired on or after 7/1/22 1 - 4 years = 120 hours 5 - 8 years = 140 hours 9 - 12 years = 160 hours 13+ = 168 hours</p> <p>Vacation accruals are awarded per pay period and are reflected on employee's pay stub. There is no waiting period before newly hired employees may begin accruing vacation time, however there is a six-month waiting period before a new employee may use their accrued vacation time. Vacation accrual shall be limited to that amount accrued by an employee for a thirty-six (36) month period of employment. If an employee reaches his/her maximum accumulation of vacation, 50 hours of vacation time will be paid at the employee's current rate of pay, to a CITY sponsored 457 plan of the employee's choice. This may occur up to three (3) times per calendar year, and does not affect an employee's ability to buy back up to 96 hours vacation per fiscal year. Annual IRS 457 maximum contribution limits will apply. Accrued, unused vacation time is paid out upon voluntary or involuntary termination of employment.</p> <p>Employees may request a vacation buy back at any time during the fiscal year. 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.</p>