



MEMORANDUM OF UNDERSTANDING

July 1, 2022 – June 30, 2025

CITY OF SAN JACINTO, CA

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SAN JACINTO
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION – LOCAL 721
JULY 1, 2022 THROUGH JUNE 30, 2025

TERM OF AGREEMENT

This Memorandum of Understanding (hereinafter “MOU”) is entered into between the City of San Jacinto (hereinafter “City”) and the Service Employees International Union Local 721 (hereinafter “SEIU”) pursuant to the provisions of the Myers-Milias-Brown Act.

Unless otherwise stated herein, this MOU shall be effective for the period from July 1, 2022, up to and including June 30, 2025 and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2025 (or succeeding year), of the request to modify, amend, or terminate the MOU.

This MOU is subject to City Council approval and ratification by bargaining unit members. Approval of this MOU by the San Jacinto City Council shall constitute a temporary contract bar to implementation of the decertification process allowed in the Master Employer Employee Relations (MEER) Resolution No. 9842. The procedure for decertification of this recognized bargaining agent may be instituted and filed only during the period commencing one hundred and eighty (180) days from implementation and ending one hundred and fifty (150) days prior to the termination of this MOU.

ARTICLE 1
RECOGNITION

The City recognizes SEIU as the exclusive bargaining representative for all employees in the General Unit, as defined in the Master Employer Employee Relations (MEER) Resolution No. 9842, excluding management, confidential, temporary, and part-time employees that work less than twenty (20) hours per week.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent 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 SEIU 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, for cause.

- 2.2 The City Manager may layoff a unit member because of a shortage of work, lack of funds, material change in duties or organization or other valid reasons.
- 2.3 The City has the exclusive right and authority to schedule work and/or overtime work as required 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.

ARTICLE 3 TERMS OF EMPLOYMENT

3.1 Probationary Period:

To ensure that new employees are able to satisfy requirements of the position for which they were hired, the first twelve (12) months of employment shall be considered the minimum probationary period for general employees of the City. The probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide probationary employees with at least one (1) performance evaluation during their initial probationary period. However, failure to provide such an evaluation, or a provision of a positive evaluation, shall not entitle the probationary employee to passage of his/her probationary period. The employee may still be rejected without cause and without recourse to the grievance or any other appeal right.

If an employee's performance during the probationary period is marginal, the probationary period may be extended for a maximum of six (6) months, subject to the approval of Human Resources. During the probationary period, an employee may be rejected at any time without cause and without recourse to the grievance procedure or any other appeal right.

Employees promoted or transferred to another position in the City shall be considered probationary employees during the first six (6) months. Employees failing to perform satisfactorily in the newly assigned position may be rejected and returned to their former position, or to a position requiring similar skill and in a similar pay grade, without recourse to the grievance procedure or any other appeal right.

3.2 Promotion:

It is the policy of the City to fill authorized position vacancies with the most qualified individual available and to provide promotional opportunities for qualified employees. For the purpose of this policy, promotion shall be defined as movement to a higher classification in the salary schedule. Employees interested in promotion to a position vacancy for which they are qualified shall submit an employment application to Human Resources.

Employees who have not yet successfully completed the probationary period for their current position are not normally eligible for promotional consideration.

Employees promoted to a new position shall be placed on the new salary range, in which the position is classified, which represents at least a five percent (5%) increase in the employee's current salary. Employees promoted to a new position having a minimum salary range higher than a five percent (5%) increase over the employee's current salary shall be placed at the minimum step of the salary range in which the position is classified.

Employees appointed to an "acting" position shall not acquire probationary or permanent status or rights, and time spent in an "acting" position shall not contribute to the probationary period if the employee is subsequently appointed to the position.

Promotional offers shall be extended to selected candidates only by Human Resources. Employment offers for all promotional positions shall be made in accordance with Section 2.10 of the Personnel Policies and Procedures.

Current City employees will be given first consideration for promotion.

3.3 Demotion:

Employees demoted at their own request shall be placed at the step in the new classification that is closest to the employee's pay rate in the employee's previous classification. In the alternative, at the sole discretion of the City Manager, the employee may be "Y" rated at the employee's current rate of pay.

The City may demote with just cause an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position who does not possess the desirable qualifications.

3.4 Transfer:

Request for transfer to another type of work or department will be normally considered only after successful completion of the probationary period. No person shall be transferred to a position for which that person does not possess the desirable qualifications. Employees requesting a transfer shall submit a memorandum to Human Resources detailing the request for transfer and reasons for the request. Upon receipt of the transfer request, Human Resources will notify the employee's supervisor and/or Department Head. Job performance, qualification, and attendance shall be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. If the transfer involves a change from one department to another, both Department Heads must consent thereto unless the City Manager orders the transfer. Employees transferred to a position vacancy shall serve a probationary period in accordance with Section 3.2 of the Personnel Policy and Procedures.

The City may initiate an employee transfer when the transfer is in the best interest of the City. Employees transferred to a position vacancy shall serve the required probationary period in accordance with Section 3.2 of the Personnel Policy and Procedures.

3.5 Temporary Employees:

Employees of the City designated as temporary employees shall be compensated on an hourly basis, as specified at the time of hire. Temporary employees shall not be eligible for participation in any benefit program established by the City, except as required by state and/or federal law. Temporary employees shall not be eligible for merit or other pay increases and will not receive performance evaluations.

Temporary employees may be terminated at any time without cause or prior notice to the employee and without recourse to the grievance procedure or any other appeal right.

Temporary employees will normally only be employed for 980 hours when performing work that is within the scope of the bargaining unit. The maximum number of

temporary employees at any one time is four (4). The City may also use a temporary employee in a position for no more than two (2) rotations in a three year period. The City agrees that it is not its intention to have temporary employees perform work of SEIU jurisdictional unit employees.

3.6 Performance Evaluation:

It is the policy of the City to evaluate employee performance on a regularly scheduled basis. The performance evaluation shall normally be conducted by the employee's immediate supervisor and shall be discussed with the employee. The employee's immediate supervisor shall carefully consider each item of the performance evaluation in relation to the duties outlined in the employee's position description.

A performance evaluation shall be completed prior to the completion of the probationary period. This includes completion of the first year of employment for new employees, completion of any extended probationary period, and completion of the promotional probationary period of a regular employee. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to Human Resources for review prior to the completion of the probationary period.

A performance evaluation shall be completed on at least an annual basis for regular employees. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to Human Resources for review prior to the employee's anniversary date. Special evaluations, as needed, may be given.

If an employee does not receive a written performance evaluation within thirty (30) calendar days past his/her anniversary date, his/her overall performance rating shall automatically be deemed as satisfactory and he/she shall receive a step merit increase paid retroactive to his/her anniversary date.

An employee whose overall performance evaluation rating satisfactory shall be guaranteed to receive an annual step merit increase of one (1) salary step until he/she reaches the maximum of the salary range.

If an employee receives an overall performance evaluation rating of needs improvement, or below, and feels he/she should have received an overall rating of satisfactory or above, the employee may appeal the needs improvement, or below, rating to the City Manager. The City Manager shall retain final authority on the overall rating.

When a performance improvement plan is necessary, such plan must be related to the duties outlined in the employee's position description and be designed to assist the employee in achieving or maintaining a satisfactory rating.

**ARTICLE 4
COMPENSATION**

4.1 Salary Ranges:

4.1.1 Effective the first pay period following City Council approval, the City shall adjust the defined seven (7) step salary range for each classification by adding one step to the top and removing one step from the bottom. The new salary ranges and salary steps for each classification is incorporated herein as Appendix A.

4.1.2 Each salary step shall be no less than five percent (5.0%) above the previous salary step.

4.1.3 Effective the first pay period following City Council approval, all full-time employees employed as of July 1, 2022 will receive a one-time, taxable, non-PERSable, excluded from regular rate of pay Essential Worker Pay stipend of \$6,000.

4.2 Cost of Living Adjustment (COLA):

Effective December 26, 2022, employees shall receive a cost of living increase of 5%

Effective on the first full pay period following July 1, 2023 and July 1, 2024, employees shall receive a cost of living increase based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Riverside-San Bernardino-Ontario area for the twelve (12) month period of November to November of the preceding year with a minimum of 2% and a maximum of 5%.

COLA's and annual increase are effective the first day of the following pay period.

4.3 Bilingual Pay:

The City shall pay fifty dollars (\$50.00) per month bilingual pay to such employees who have proven proficiency in a foreign language and/or using American Sign Language.

Proficiency shall be shown by a standard examination program approved by the City.

4.4 Work Out of Classification:

An employee designated to act in a higher classification shall receive an extra five percent (5%) of base salary as additional compensation for all time spent in the acting position in excess of one (1) full pay period and continuing only until such time as the employee is returned to their original job classification.

4.5 Classification and Compensation Review:

4.5.1 The City and SEIU have meet and conferred regarding updates to the job descriptions of all SEIU represented positions. Upon ratification, all SEIU job descriptions are accepted with agreed upon SEIU proposed changes submitted prior to 8/23/22 with updated logo, corrected typos, and update any supervisor's title.

4.5.2 The City and SEIU agree to modify the requirements for certifications/licensures, on the following job classifications by April 10, 2023:

- Water Distribution Lead D-2 & T-1
- Water Distribution II D-2 & T-1
- Water Distribution I D-1 & T-1
- Water Production II D-3 & T-1
- Water Production I D-2 & T-1

The City will provide a one-time, taxable payment of \$200 for all Water Distribution and Water Production staff to add the T-1 certification, upon confirmation they have received it.

The parties agree that Lake Hemet MWD, City of Banning, City of Beaumont, City of Menifee, City of Murrieta, City of Perris and Eastern MWD are the comparable agencies to use for any future Study.

ARTICLE 5
BENEFITS

5.1 Health Benefits:

5.1.1 Medical Insurance:

The City shall pay one hundred percent (100%) of the premiums for medical health insurance on behalf of each employee and his/her eligible dependents, or up to a maximum of three thousand dollars (\$3,000.00) per month, whichever is the lesser amount.

5.1.2 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.

5.1.3 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.

5.1.4 Health Benefit Providers:

The City shall continue to provide health benefit plans through United Healthcare, Kaiser, Delta Dental, and Eye Med Vision Plan.

Other providers may be used, if mutually agreed upon by the parties hereto during the term of this MOU.

5.1.5 Benefits Advisory Committee:

A Benefits Advisory Committee (BAC) will be established to study health insurance benefits annually. The BAC shall consist of three (3) members appointed by the City management and three (3) members appointed by the Union. The purpose of the BAC is to review and recommend to the City all health, dental, vision, disability, and life insurance programs including cost.

5.1.6 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.

5.1.6.1 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.

5.1.6.2 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.

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

5.1.6.3 Employees on a medical waiver are eligible to receive reimbursements.

5.1.7 Medical Waiver Option:

An employee who provides proof of adequate comparable group medical coverage, provided by a previous employer or a spouse/registered domestic partner or a parent/legal guardian, may opt to waive enrollment in the City's medical health insurance plan and instead receive a monthly payment of eight hundred and eleven dollars (\$811.00) in cash-back or the employee may opt to have the amount, or any portion of the amount, deposited into a Deferred Compensation Plan, up to the legal limits.

Effective August 1, 2019, the medical waiver option shall be reduced as follows:

- For employees hired prior to August 1, 2019, the monthly payment shall be eight hundred dollars (\$800.00).
- For employees hired on or after August 1, 2019, the monthly payment shall be four hundred dollars (\$400.00).

5.1.8 New Hire Waiting Period and Prorated Benefits:

5.1.8.1 New employees are eligible to receive the health benefits defined in this section starting on the first (1st) day of the month following their date of hire.

For example:

A new employee hired on June 15th would be eligible to start receiving health benefits on July 1st.

A new employee hired on December 31st would be eligible to start receiving health benefits on January 1st.

A new employee hired on March 1st would be eligible to start receiving health benefits on April 1st.

5.1.8.2 The initial annual reimbursement amount (excluding the additional amount in the event of hospitalization) shall be prorated during the first fiscal year in which the new employee is hired.

The initial annual reimbursement amount shall be calculated at a rate of one hundred and seventy-five dollars (\$175.00) per month, starting with the first (1st) month following the date of hire through the end of that same fiscal year.

For example:

A new employee hired in the month of June would not be eligible to receive any reimbursement for that same fiscal year; however, starting with the new fiscal year on July 1st, he/she would be eligible for the full annual amount of two thousand dollars (\$2000).

A new employee hired on December 31st would be eligible to receive up to one thousand and fifty dollars (\$1050) in annual reimbursement, for the six (6) month period of January 1st through June 30th.

A new employee hired on March 1st would be eligible to receive up to five hundred and twenty-five dollars (\$525) in annual reimbursement, for the three (3) month period of April 1st through June 30th.

5.2 Uniform and Safety Equipment Allowances:

5.2.1 Uniforms:

The City shall continue to provide contract uniform service (provision and cleaning) for employees required to wear them during duty hours, including Building Inspectors and Code Enforcement Officers.

5.2.2 Safety Equipment:

Additionally, the City will pay for any State or City required safety equipment.

5.2.3 Safety Boots/Shoes:

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 (\$350.00) in each fiscal year.

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.

5.3 Disability and Life Insurance:

Full-time employees shall be entitled to participate in the Long Term Disability and the Life and Accidental Death/Dismemberment insurance program currently in effect.

The Short Term Disability Insurance plan provided by the City is mandatory for all employees in this unit, with the cost to be borne by the City.

Effective October 1, 2022, the death benefit for any Life Insurance program shall be equal to an employee's annual salary, not to exceed one hundred thousand dollars (\$100,000.00), at no cost to the employee.

5.4 Worker's Compensation:

The City shall compensate employees for a period not to exceed thirty (30) calendar days after an industrial accident in the amount of the difference between worker's compensation insurance and the employee's regular salary.

After exhaustion of accumulated sick leave, the employee must supplement the worker's compensation through the use of available paid time off. The City shall pay the difference between the worker's compensation payment and the employee's salary.

In no event shall the additional compensation paid to the employee by virtue of the thirty (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.

5.5 Retirement:

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

5.5.1 In accordance with the California Public Employee's Pension Reform Act of 2012 ("PEPRA"), for the purpose of retirement benefits through CalPERS, employees are defined as either a "classic" or "new" member of CalPERS.

5.5.1.1 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.

5.5.1.2 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.

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

5.5.2.1 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.

5.5.2.2 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.

5.5.2.3 TIER III Retirement Formula:

For "new" members hired on or after January 1, 2013, PEPRA 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.

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

5.5.3.1 City Contributions:

5.5.3.1.1 For "Classic" Members:

The City will continue to contribute the full (100%) cost of the employer's share.

5.5.3.1.2 For "New" Members:

In accordance with PEPRA, the City will contribute half (50%) of the normal costs, as determined by CalPERS each year.

5.5.3.2 Employee Contributions:

5.5.3.2.1 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%).

5.5.3.2.2 For TIER III Employees:

In accordance with PEPRA, each employee shall participate in equal (50%) cost sharing of the normal costs, as determined by CalPERS each year.

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

5.5.4.1 Military Service Credit:

The City's contract with CalPERS includes the option to purchase *Military Service Credit as Public Service* (Government Code §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.

5.5.4.2 Annual Cost-of-Living Allowance:

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

5.5.4.3 Survivor's Benefit:

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

5.5.4.4 Credit for Unused Sick Leave:

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

5.5.5 Deferred Compensation:

The City will provide a matching contribution – dollar for dollar on a per pay period basis, up to 2% of salary, for employees who contribute to their 457 deferred compensation plan. The employer contributions will be deposited into an employee's 401(a) plan.

5.6 Mileage Reimbursement:

Should the City require an employee to use his/her personal automobile on City business, the City shall reimburse the employee the per mile rate established by the Internal Revenue Service (IRS) for such use. The City may establish rules and regulations for the use of personal automobiles, including the requirement that the employee maintain liability insurance in such amounts as the City may prescribe. Nothing stated herein shall be construed to require that the City permit the use of a personal automobile for City business. Each use of personal automobiles shall require the approval of the City Manager or Department Head.

5.7 Tuition Reimbursement:

5.7.1 All regular 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, or job-related certification or vocational programs, when the specification for the classification calls for high school graduation.

5.7.2 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.

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, certification fees, testing, licensure, registration 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.

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

- 5.7.3 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.
- 5.7.4 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 employee's current job series within the next five (5) years.
- 5.7.5 Course work should not 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.
- 5.7.6 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 major as stated in the school catalog.

Remedial courses or those taken as required for a non-approved major shall not be eligible.
- 5.7.7 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.
- 5.7.8 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.
- 5.7.9 A pre-approval form should be submitted to the Department Head and Human Resources before the course work is begun to certify eligibility.
- 5.7.10 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.
- 5.7.11 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/license or certificate of completion.

No reimbursement shall be made for audited or incomplete courses.

5.7.12 Employees must submit from the attendant institution an original certification of major or certification program, 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.

5.7.13 No payback required if the employee separates more than one (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.

5.8 Travel Per Diem:

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

ARTICLE 6
LEAVES

6.1 Sick Leave:

6.1.1 Rate of Accrual:

Employees will only accrue paid time off while in paid status. Full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

New employees hired between the first (1st) and the fifteenth (15th) day of the month shall be credited with eight (8) hours of sick leave for the month of hire. New employees hired between the sixteenth (16th) and the last day of the month shall begin to accrue sick leave on the first (1st) day of the following month.

6.1.2 Maximum Accumulation of Sick Leave:

Employees may accumulate up to a maximum of nine hundred sixty (960) hours of sick leave.

6.1.3 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. Employees are required to use available paid leave before using unpaid leave.

6.1.4 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.

6.1.5 Required Notice for Sick Leave Use:

Each employee using sick leave must notify his/her immediate supervisor at least thirty (30) minutes before the time set for beginning his/her daily duties.

6.1.6 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.

6.1.7 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.

6.1.8 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.

6.1.9 Sick Leave Buy Back:

An employee may sell up to ninety-six (96) hours of sick leave back to the City at the end of each calendar year. Such amount may be paid into the employee's deferred compensation plan. The employee must retain a minimum of one hundred (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.

6.1.10 Employees will not be evaluated on the usage of protected sick leave.

6.1.11 Sick Leave Cash Out Upon Separation from Service:

Employees, with five (5) years of service or more, who voluntarily terminate employment or are subject to layoff, shall be paid for accrued sick leave earned, up to ninety-six (96) hours prior to the effective date of termination or layoff. The amount paid shall be based upon the bi-weekly accrual from January 1st forward to the date of termination or layoff. The payment shall be made at the employee's hourly rate of pay at the time of termination or layoff.

6.2 Vacations:

6.2.1 Rate of Accrual:

Employees will only accrue paid time off while in paid status. Full-time employees shall accrue vacation leave in accordance with the following schedule:

6.2.1.1 During the first three (3) years of service, employees shall accrue eighty (80) hours of vacation per annum.

New employees hired between the first (1st) and fifteenth (15th) of the month shall begin to accrue vacation leave for the month of hire. New employees hired between the sixteenth (16th) and the last day of the month shall begin to accrue vacation leave on the first (1st) day of the following month.

New 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 new employee to take vacation prior to the completion of six (6) months of service with the City.

6.2.1.2 After three (3) full years of service, employees shall accrue one hundred and twenty (120) hours of vacation per annum.

6.2.1.3 After seven (7) full years of service, employees shall accrue one hundred and sixty (160) hours of vacation per annum.

6.2.1.4 After twelve (12) full years of service, employees shall accrue one hundred and sixty-eight (168) hours of vacation per annum.

6.2.2 Maximum Accumulation:

The maximum on vacation accumulation shall be equivalent to what an affected employee would earn during a three (3) year period of time at the employee's then existing rate of accrual. If an employee reaches his/her maximum accumulation of vacation, fifty (50) hours of vacation will be paid into the employee's deferred compensation plan, up to a maximum of three (3) times per year.

6.2.3 Holidays occurring during Vacation Leave:

In the event one (1) or more holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, and the leave shall be extended accordingly.

6.2.4 Vacation Buy Back:

Not counting any overages transferred to deferred compensation, Vacation Buy Back can be requested by an employee up to a maximum of ninety six (96) hours of unused vacation per fiscal year. Such amount may be paid into the employee's deferred compensation plan. In no case shall an employee be paid out more than 96 hours of vacation buy back.

To be eligible to sell back accumulated vacation time, an employee must meet the following qualifications:

- During the twelve (12) months immediately preceding the date of Vacation Buy Back, actually utilized at least forty (40) hours of vacation time; and
- Have a minimum balance of forty (40) hours of accumulated vacation remaining after the Vacation Buy Back.

Vacation Buy Back can be requested at any time during the fiscal year, and must be approved by the City Manager. Vacation Buy Back shall be at the current rate of pay at the time of the payment.

6.2.5 Vacation Cash Out Upon Separation from Service:

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave earned prior to the effective date of termination, at the hourly rate of pay at the time of termination.

6.2.6 Use of Paid Leave:

Employees are required to use available paid leave before using unpaid leave.

6.3 Military Leave:

Military leave shall be granted in accordance with the applicable provisions of State and Federal law.

6.4 Jury Leave:

Any 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/her full salary and any payment received by him/her, except travel pay, for such duty.

6.5 Extended Leaves of Absence:

6.5.1 Unpaid Leave of Absence:

The City Manager may, upon written request of a regular full-time employee, grant a leave of absence without pay for a period not to exceed one (1) year. Prior to granting of any unpaid leave of absence, the employee must have exhausted all accumulated paid leave.

Leave shall be granted solely within the discretion of the City Manager and shall not be granted should circumstances require that the position be filled due to staffing needs.

Failure on the part of the employee on leave to report to the City Manager promptly at the expiration of the leave, or within a reasonable time after notice by the City Manager to return to duty after such leave shall be cause for discharge.

6.5.2 Leave for Non-Work Related Injury/Illness:

Upon a non-work related injury or illness that prevents an employee from returning to work, the City Manager may, upon written request, grant a leave of absence without pay for a period not to exceed one (1) year.

Leave shall be granted solely within the discretion of the City Manager and shall not be granted should circumstances require that the position be filled due to staffing needs.

Prior to granting of any leave, the employee must have exhausted all accumulated paid leave.

During the period wherein the employee is using accumulated paid leave, the City shall continue to pay for health benefits in the amounts applicable in MOU Section 5.1. After the exhaustion of paid leave, and whether or not leave is granted or employment terminated due to a non-work related illness or injury, the City shall continue payment of health benefits pursuant to MOU Section 5.1 for a period of one (1) month past termination or the granting of leave without pay.

6.6 Bereavement Leave:

Each employee may take up to three (3) days Bereavement Leave in the event of the imminent death, or death, of a member of the immediate family.

Such Bereavement Leave may be increased up to a total of five (5) days in the event the immediate family member is located more than five hundred (500) vehicular miles from the employee's residence and the employee actually travels to visit the family member or attend services.

The immediate family means the employee's spouse, registered domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild, and may include the unmarried partner maintaining a marital-type relationship with the employee provided said partner resides with the employee. Should leave be requested for a qualified event involving a non-married partner, the City Manager may request certification from the employee as proof of said relationship.

6.7 Unauthorized Leave of Absence:

Any employee who is absent without authorization for three (3) working days shall be considered to have resigned from their position with the City by reason of abandonment. An unauthorized leave of absence during part of a day constitutes an unauthorized absence for the entire day.

6.8 Leave for Personal Business/Emergencies:

An employee shall be allowed to use up to thirty (30) hours of accumulated leave, excluding sick leave, per calendar year, for the purpose of attending to personal emergencies or unanticipated personal business that may arise during his/her regularly scheduled work hours.

Such requests for personal leave do not require any advance notice, as may normally be required for the use of vacation leave or compensatory time off, and are subject to the approval of the employee's supervisor or Department Head.

It is understood that such requests will generally be granted unless business necessity and/or staffing needs require the employee to work as scheduled.

ARTICLE 7
HOLIDAYS

7.1 Recognized Holidays:

The City shall recognize the following paid holidays:

- 7.1.1 New Year's Day (January 1st)
- 7.1.2 Martin Luther King (3rd Monday in January)
- 7.1.3 President's Day (3rd Monday in February)
- 7.1.4 Memorial Day (last Monday in May)
- 7.1.5 Independence Day (July 4th)
- 7.1.6 Labor Day (1st Monday in September)
- 7.1.7 Veteran's Day (November 11th)
- 7.1.8 Thanksgiving Day (4th Thursday in November)
- 7.1.9 Christmas Eve (December 24th)
- 7.1.10 Christmas Day (December 25th)
- 7.1.11 New Year's Eve (December 31st)

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 an employee, the Day after Thanksgiving (4th Friday in November) shall be reinstated as a paid holiday for that employee.

7.2 Floating Holidays:

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.

7.3 Employees shall receive holiday pay for the number of hours regularly scheduled for that date. If the holiday falls on a regularly scheduled day off, the employee shall receive ten (10) hours of holiday pay.

7.4 Holidays falling on a Friday or Saturday shall be observed on the preceding Thursday. In the event holidays fall back to back on a Friday and Saturday (such as Christmas Eve and Christmas Day), they shall be observed on the preceding Wednesday and Thursday.

7.5 Holidays falling on Sunday shall be observed on the following Monday.

7.6 Working on a Holiday:

In the event an employee is required to work a regular shift on a holiday, the employee shall receive time and one-half (1½) for all hours worked plus the holiday pay.

7.7 Holiday Time Bank:

An employee required to work on a holiday may elect to bank the holiday time, in lieu of the holiday pay as set forth in MOU Section 7.6 above, to be used at a later date at the employee's discretion provided such use does not conflict with the City's scheduling needs.

Such holiday time may be banked to a maximum accumulation of forty (40) hours.

All accumulated holiday time shall be paid out at the employee's current rate of pay at the time of separation from service.

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

ARTICLE 8

WORKING HOURS AND OVERTIME

8.1 Working Hours:

Most employees will continue to work the four (4) ten (10) hour days, to complete a forty (40) hour workweek, with each Friday off. Certain weekend positions may be filled allowing for an alternate schedule.

The employee work schedules will be arranged so that City services will be open Monday through Thursday every week.

Public service hours will be 8:00 A.M. to 5:00 P.M. and employee lunch breaks will be staggered so City Hall remains open to the public during these hours.

8.2 Overtime:

Overtime shall be paid at time and one-half (1½) for hours worked in excess of forty (40) hours in one (1) Fair Labor and Standards Act (FLSA) workweek.

Vacation, holiday, paid union release time, and compensation leave shall be considered time worked for the purposes of computing overtime.

8.3 Mandatory Overtime Shifts:

The City has the ability, in its sole discretion, to require employees to work overtime.

When a mandatory overtime shift is necessary, the City will first seek volunteers to complete the shift. Effective January 1, 2023, only D-1 & T-1 certified staff will be considered for water on call assignments. If there is more than one (1) volunteer for an overtime slot, the City will select the volunteer with the most seniority. Thereafter, overtime shift assignments will be made on a rotational basis according to seniority. If there are no volunteers for an overtime shift, the City will assign the shift in accordance with reverse seniority on a rotational basis in compliance with applicable State certification requirements.

In no circumstance shall the City be required to assign an individual to work an overtime shift when that individual is not qualified to perform that work.

This provision applies to overtime shifts only and does not apply to overtime work necessary for an individual to complete the tasks of his/her regular shift in a given day.

8.4 Compensatory Time:

An employee may opt to accrue compensatory in lieu of overtime, Compensatory time may accumulate up to a maximum of one hundred and twenty (120) hours.

Compensatory time shall be calculated at the overtime rate converted to straight time.

For example:

If an employee works two (2) hours of overtime, he/she would earn three (3) hours of compensatory time.

Compensatory time must 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. An employee must submit a request to use compensatory time at least two (2) weeks in advance.

8.5 Time Not Considered As Compensable Time:

The following activities shall not be considered as time worked, except as provided for in this MOU:

- 8.5.1 Meal breaks, except as authorized by this MOU.
- 8.5.2 Leave of absence, bereavement leave, jury duty, family sick leave, or sick leave.
- 8.5.3 All travel time to work and returning home in either personal or City vehicle, related to regularly scheduled work.
- 8.5.4 All time in off-duty voluntary training assignments (homework, study time, mealtime, sleep time, etc.).
- 8.5.5 All off-duty travel related to MOU Section 8.5.4.
- 8.5.6 All time putting on and taking off uniforms.
- 8.5.7 All time for personal preparation and clean up.
- 8.5.8 All off-duty time spent in vehicle and equipment.
- 8.5.9 All time worked for which employees have already been paid at one and one-half (1½) times their regular rate of pay within their seven (7) day work period.
- 8.5.10 All time assigned on uncontrolled standby assignment and/or assigned recall devices.
- 8.5.11 Any time not authorized as work time under the FLSA.

8.6 Rest Periods:

Employees of the City shall be eligible to receive one (1) rest period, not to exceed fifteen (15) minutes, in any four (4) consecutive hours of work. The employee's immediate supervisor shall coordinate the scheduling of the rest period.

8.7 Overtime Meal Policy:

When an employee is required to work continuous, unplanned overtime for two (2) hours or more beyond his/her regular shift, he/she shall be provided with a meal and a reasonable amount of time to eat the meal. In the event the employee is not provided with a meal, or he/she shall receive a meal stipend of twenty five dollars (\$25.00).

8.8 Standby Pay:

An employee assigned to standby duty shall receive two (2) hours pay at the regular hourly rate for each day that the employee is assigned to standby.

8.9 Call Back Pay:

8.9.1 Physical Call Back:

If called back to perform work on behalf of the City at a physical location, the employee shall receive a minimum of two (2) hours pay, at the appropriate overtime rate of pay, for each call back received when the employee is off duty.

For example:

If an employee is called back to perform work at a physical location, and receives a second (2nd) call back assignment while still on duty for the first (1st) call back, only one (1) two (2) hour minimum shall apply. Any hours worked in excess of two (2) hours shall be credited on a time and one-half (1½), or portion thereto, basis for actual time worked.

8.9.2 Telephone Call Back:

If required to answer, respond to, or make a telephone call on behalf of the City outside of his/her regular work hours, the employee shall receive a minimum of thirty (30) minutes pay at the appropriate overtime rate of pay for each telephone call answered, responded to, or made on behalf of the City when the employee is off duty.

For example:

If an employee responds to a telephone call, and receives a second (2nd) telephone call while still on duty for the first (1st) telephone call, only one (1) thirty (30) minute minimum shall apply. Any hours worked in excess of the thirty (30) minutes shall be credited on a time and one-half (1½), or portion thereto, basis for actual time worked.

8.9.3 Remote Call Back:

If required to perform work from a remote location (i.e. accessing a database such as SCADA), the employee shall receive a minimum of one (1) hour pay at the appropriate overtime rate of pay for each callback received when the employee is off duty.

For example:

If an employee responds to an alarm on SCADA, and receives a second (2nd) alarm while still on duty for the first (1st) alarm, only one (1) one (1) hour minimum shall apply. Any hours worked in excess of the one (1) hour shall be credited on a time and one-half (1½), or portion thereto, basis for actual time worked.

8.9.4 Call Back Absent Stand By Assignment:

For employees not assigned to standby, call back duty occurs when an employee is requested or ordered to perform work on behalf of the City, and thereafter performs work during a non-regularly scheduled work shift. Call back pay does not occur when an employee is held over from his/her prior work shift.

8.9.5 Start of Call Back Pay:

Call back pay commences upon receipt of the request, or need, to perform work on behalf of the City.

8.10 Attendance:

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to payroll on the appropriate form. Absence without approved paid leave or City Manager or Human Resources approval shall be cause for discipline, up to and including discharge.

Employees shall make every effort to schedule personal appointments outside their working hours. The City will maintain records of employee attendance to identify critical and chronic attendance problems. Employee attendance, which has become a documented problem, will be reviewed and evaluated during the employee's annual performance evaluation.

8.11 Well Rounds:

Employees who are assigned to perform weekend and holiday well rounds will be paid a minimum of three (3) hours of work at the rate of time and one-half (1½) of his/her

regular rate of pay. Any additional time required to complete the well rounds will be paid at the appropriate overtime rate for the time actually worked.

ARTICLE 9

UNION RIGHTS

9.1 Membership Dues:

The City and the Union mutually understand and agree that pursuant to Government Code §3502.5, all employees in the unit have the right to join, or not join, the Union.

An employee who chooses to join the Union shall pay the membership dues uniformly required of SEIU Local 721 members.

9.2 Payroll Deductions:

9.2.1 Union Dues:

The City agrees to deduct Union membership dues, with a dedicated payroll code, every pay period from each employee who has authorized such paycheck deduction.

9.2.2 Authorization:

Employee authorization for payroll deductions shall be made on a form provided by the Union. New payroll deductions shall become effective the first (1st) full pay period after the Union provides notice of employee authorization and shall continue thereafter unless otherwise notified by the Union.

9.2.3 Remittance of Funds:

The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union no later than five (5) days following the first (1st) of each month. The City agrees to convert to electronic remittance of such funds to the Union, by Electronic Funds Transfer (EFT), by no later than June 30, 2022.

The itemized statement shall include each employee's name, employee identification number, identification of payment (i.e. member dues, COPE, Union Benefit Trust, etc.), classification, current hourly rate of pay, amount deducted, and the identification of any changes in employment status (i.e. new hire, step merit increase, retired, promoted, demoted, terminated, on leave without pay, or on disability, etc.).

9.2.4 Committee on Political Education (COPE):

The City agrees to allow voluntary payroll deductions, with a dedicated payroll code, for the SEIU Local 721 COPE Fund, in an amount that the employee specifies in writing. The amount collected on behalf of SEIU Local 721 for COPE contributions will be forwarded monthly to the Union office with the membership dues and other payments.

9.2.5 Union Benefits Trust:

The City agrees to allow voluntary payroll deductions, with a dedicated payroll code, for the SEIU Local 721 Benefits Trust (Benefits Trust), for the payment of supplemental benefits which may be offered to Union members. The amount collected on behalf of the Benefits Trust will be forwarded monthly to the Union's administrator of the Benefits Trust.

9.2.6 Indemnification:

The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this section. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made unless a claim of error is made in writing to the City and/or the Union (as applicable) within ninety (90) calendar days after the date such deductions were or should have been made.

9.3 Stewards and Representatives:

Employees officially selected by the Union to act as union representatives shall be known as "stewards." The names of the employees selected as stewards and the names of union representatives shall be certified in writing to the City by the Union.

Activities of stewards, except for the investigation or processing of a grievance, shall not unnecessarily interfere with their own or other employees' regular work assignments. Contacts between stewards and employees of the Union, except as provided herein, shall normally be made outside of regular working hours. Reasonable advance notice shall be given to the supervisor when a steward desires to be away from his/her duty assignment.

9.4 Bulletin Boards:

The Union will be allowed to use pre-designated bulletin boards in each location to post notices regarding union business. No offensive material shall be posted. The Union shall limit its posting of notices and bulletins to such bulletin boards.

9.5 Visits by Union Representatives:

With advance notice to the City Manager, the City agrees that certified representatives of the Union shall have reasonable access to the premises of the City during working hours for the purpose of assisting in the administration of this MOU. Such access shall not unnecessarily disrupt the work of City employees.

9.6 Negotiations:

A maximum of three (3) employees may participate in negotiations held during duty hours without loss of any compensation or benefits. This includes all bargaining sessions where the parties mutually agree to meet during such employee on-duty time and any required caucus time which may be related to bargaining.

In no instance shall this Section result in overtime compensation to the employee(s).

In the event more than one (1) employee from a department is engaged in negotiations, operational requirements shall be considered prior to more than one (1) employee being allowed to participate.

9.7 Labor-Management Committee (LMC):

The City and the Union shall each appoint not less than two (2) members to an LMC. The LMC shall meet when mutually agreed by the parties at a mutually convenient time and place to discuss any matters pertinent to maintaining good employer-employee relationships.

Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss.

Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during duty hours.

9.8 New Employee Orientations:

The City shall notify the Union (the Worksite Organizer (WSO) and to membership@seiu721.org) of all new employees entering the bargaining unit. The City will provide the Union the opportunity to meet with these new employees at the start of each month as part of the new employee's orientation process. The calendar for these monthly meetings shall be established by mutual agreement in January of each year. The City will provide the Union with no less than five (5) business days advance written notice of approximately how many (or if any) new employees will be attending each meeting.

Further, the City will notify the Union, within thirty (30) calendar days of hire or by the first pay period of the month following hire, of the new employee's: first and last name, hire date, employee identification number, job classification, home address, home mailing address (if different), home phone number, personal cell phone number, personal email address on file (if any), salary range/grade, hourly rate of pay, work phone number, work cell phone number, and the department/worksites to which the employee is assigned.

Attendance at an orientation shall be mandatory for each new employee. For the purpose of this section, new employees shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative during the orientation to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. The Union's presentation may include written, audio, and/or visual materials. No management representative shall be present during the Union's presentation. In the event the union representative providing the orientation is a City employee or Union Steward, they shall also be provided with up to one (1) hour of paid release time in which to conduct each orientation.

The Union shall provide the following for the City to include in their orientation packet to be distributed at the orientation:

- Applications for union membership and COPE
- Copy of the current MOU
- Contact information of the designated union representative(s)

Violations of this section are subject to the grievance procedure outlined in Article 11.

9.9 Reporting Requirements:

The City will provide the Union with a list of the following for each employee on a quarterly basis during the first week of January, April, July, and October of each year: name, employee identification number, date of hire, any change in employment status (i.e. hired, promoted, demoted, retired, transferred, separation from service, etc.) and effective date of such change, job title, home address, home mailing address (if different), home phone number, personal cell phone number on file (if any), personal email address on file (if any), worksite/department, work phone number, work cell phone number, step/merit anniversary date, salary range/grade and hourly rate of pay.

The list shall be submitted in a usable electronic format, preferably Excel, to dues@seiu721.org and no more than two (2) union representatives who have been designated in writing by the Union.

9.10 Union Release Time:

The City agrees to provide an annual time bank of eighty (80) hours of paid union release time each calendar year to be used by the Union for employees, who are recognized representatives of the Union (i.e. officers, councilmembers, stewards, etc.), to participate in training opportunities and meetings.

No more than three (3) employees may be released at a time under this provision.

Hours on paid union release time shall be deemed as hours worked for the purpose of the payment of overtime and receipt of benefits.

The Union agrees to provide the City with at least a seven (7) day advance notice prior to the event.

Any unused time shall expire on December 31st of each year.

**ARTICLE 10
LAYOFF PROCEDURE**

10.1 Seniority:

When the City orders a reduction in the work force, the layoff of unit members shall be based upon seniority within the classification. Contract employees shall be laid off prior to any permanent employee(s).

10.2 Seniority Date:

A unit member's seniority date shall be the first day he/she rendered service for City as a full time benefitted employee. The seniority date of a returning unit member, after resignation or termination, shall be the first working day after the break in service.

10.3 Introductory Employees:

Unit members on introductory status (new employees and promotional employees) shall be laid off before permanent employees in the same classification.

10.4 Ties in Seniority:

Unit members in the same classification with equal seniority shall be laid off based upon past performance ratings and relative ability as determined by the City.

10.5 Voluntary Reduction in Rank:

A unit member who is subject to layoff may, in lieu of layoff, choose to take a reduction to a lower classification, provided he/she gives written notice to his/her Department Head ten (10) calendar days after receiving a notice of layoff. In order to exercise bumping rights, the unit member must have previously served in the lower classification, and he/she must have seniority over the unit member who would be displaced.

10.6 Notice:

The City shall give affected unit members written notice fourteen (14) days prior to the effective date of the layoff. Under emergency circumstances, the notice period may be shortened.

10.7 Re-employment:

Unit members who are laid off, or took a voluntary reduction in rank, shall be re-employed in the reverse order of their layoff or reduction in rank. Unit members laid off or taking a voluntary reduction in rank shall be maintained on the reemployment list until such unit member once refuses to accept reinstatement, or for two (2) years, whichever occurs first.

10.8 Contracting Out:

10.8.1 The City will provide the Union at least sixty (60) calendar day's written notice its intention to contract out work which is currently being performed by bargaining unit members.

10.8.2 Upon request, City representatives will meet with Union representatives to explain the rationale for the subcontracting or contracting decision. If there are formal studies, which were used to determine the feasibility, cost benefit, efficiency or other aspects of the proposal, these reports will be shared with the Union.

10.8.3 The City representative will consider the Union's proposals to accomplish the same work at competitive efficiency and cost levels, provided such proposals are submitted in writing no later than forty five (45) days following the City's notice.

10.8.4 The City Council shall retain sole authority to decide whether or not to contract out and the provisions of MOU Section 10.8 shall not limit the City Council's authority to enter into such a contract for any City services.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 Grievance:

A "grievance" shall mean a written allegation by a unit member, or the Union, that a violation, misinterpretation or misapplication of the specific terms of this MOU has occurred.

A disciplinary action shall not be grievable under this grievance procedure and is appealable under the disciplinary appeal process in City's Personnel Policies and Procedures Manual.

11.2 Representatives:

The unit member, the Union, administrator or the City may be represented during any step of the procedure by any person designated by such party to act in his/her behalf, except unit members may only use a certified union representative from SEIU Local 721 as the exclusive represented bargaining agent for the General Unit employees.

11.3 Days:

Reference to days regarding time periods in the procedure shall mean workdays. A workday is defined as a Monday, Tuesday, Wednesday, and Thursday, which is not designated as a holiday under the terms of this MOU.

11.4 Time Limitation and Waiver:

A grievance shall not be valid unless it is submitted to the City's designee, on the prescribed form, setting forth the facts and the specific provision(s) of the MOU allegedly violated and the particular relief sought, within fifteen (15) days after the date the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods provided shall also constitute a waiver of the grievance.

Failure by the City's representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal to the next level. The City's representative, prior to issuing a decision at Step 1 or Step 2, shall meet with the grievant and his/her representative, if any.

11.5 Informal Conference:

Prior to filing a grievance, the unit member must discuss the grievance with his/her immediate supervisor to attempt to resolve the alleged grievance informally.

11.6 Step 1:

If the grievance is not resolved through the informal conference with the immediate supervisor, the unit member must file a grievance with his/her Department Head within the time prescribed in MOU Section 11.4 above.

The Department Head shall give his/her written decision to the grievant within ten (10) days after receipt of the grievance.

11.7 Step 2:

If the grievance is not resolved at Step 1, the grievant shall have ten (10) days after receipt of the Step 1 decision to file a written appeal to the City Manager.

The City Manager shall give his/her written decision to the grievant within ten (10) days after receipt of the appeal.

11.8 Mediation:

After a decision is issued at Step 2, and prior to appeal to Step 3, the parties may jointly agree to submit the dispute to the State Mediation and Conciliation Service (SMCS) for mediation.

If the dispute is not resolved in mediation the grievant shall have (5) days after the meeting date with the mediator to appeal to Step 3.

11.9 Step 3:

In the event the grievance is not resolved at Step 2 or mediation, the grievant shall have five (5) days after the receipt of the Step 2 decision or five (5) days after the last day of mediation, whichever is applicable, to file a written appeal with the City Manager for a hearing before the City Council.

Such appeal shall be filed with the City Clerk no later than the next regularly scheduled council meeting.

The City Council shall give the grievant written notice of the date and time of the hearing which shall be conducted within forty five (45) days after such notice is given.

11.10 Hearing Procedure:

The hearing shall be conducted before the City Council in executive session. Both parties may call witnesses, cross-examine witnesses and introduce exhibits into evidence. The Mayor or his/her designee shall determine matters of procedure and rules on questions

of evidence. The grievant may, if he/she chooses, be represented by a certified union representative or counsel.

11.11 Final Decision:

Within twenty (20) days after the hearing, the Council shall give its written decision to the grievant, which decision shall be the final administrative decision and binding, subject to judicial review pursuant to California Code of Civil Procedure §1094.5.

ARTICLE 12
PERSONNEL FILE

The City, within five (5) working days from the day of the employee's request, shall provide an employee the opportunity to review the employee's personnel file. Copies of the contents of this file requested by the employee shall be provided at no cost to employee. The official personnel file shall be maintained by Human Resources.

The employee may respond in writing to any item placed in the employee's personnel file. Such written response will become a part of the file.

Employees shall have the opportunity to review and shall sign any personnel document that reflects an adverse personnel action prior to such document being entered into the employee's personnel file. The employee's signature does not necessarily indicate agreement, and each document shall indicate so.

ARTICLE 13
PERSONNEL POLICY & PROCEDURE MANUAL

Employees shall be subject to the Personnel Policy & Procedure Manual.

ARTICLE 14
DRUG AND ALCOHOL FREE WORKPLACE POLICY

Employees shall be subject to the City's Drug and Alcohol Free Workplace Policy.

ARTICLE 15
POLICY AGAINST EMPLOYEE HARASSMENT

Employees shall be subject to the City's Policy Against Employee Harassment as set forth in the City's Personnel Policies and Procedures.

ARTICLE 16
NON-DISCRIMINATION

The City and SEIU shall comply with applicable Federal and State laws governing fair employment practice and equal opportunity. The City and SEIU 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 Union.

ARTICLE 17
HEALTH REIMBURSEMENT PLAN

Employees shall be subject to the Amended and restated Health Reimbursement Plan.

ARTICLE 18
TECHNOLOGY POLICY

Employees shall be subject to the Technology Policy.

ARTICLE 19
SEVERABILITY CLAUSE


Should any provision of the MOU, or any application thereof, be unlawful by virtue of any Federal, State or local laws and regulations, or any court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision.


In the event of such invalidation, the parties agree to meet and confer, within thirty (30) calendar days of a written request, in good faith to determine an alternate and economically equitable as applicable, clause or provision. But in all other respects, the provisions of the MOU shall continue in full force and effect for the term thereof.


MEMORANDUM OF UNDERSTANDING
SEIU LOCAL 721 & CITY OF SAN JACINTO
July 1, 2022 through June 30, 2025

SEIU Local 721


City of San Jacinto, California


STEVE KOPFROTH, CHIEF NEGOTIATOR
SEIU LOCAL 721


ROBERT JOHNSON
CITY MANAGER


LUCY JOHNSON
CHAPTER REPRESENTATIVE


TOM PRILL
DEPUTY CITY MANAGER OF ADMIN SERVICES


ERNEST MARQUEZ
CHAPTER REPRESENTATIVE


KIM HITCHCOCK, CHIEF NEGOTIATOR
HUMAN RESOURCES DIRECTOR


IVAN MEZA
CHAPTER REPRESENTATIVE

EXECUTION OF THE NEW AGREEMENT

This MOU has been ratified on September 9, 2022 by a simple majority vote of unit employees who are in classifications represented by SEIU Local 721 as set forth in this agreement.

This MOU was then approved by a majority vote of the City Council of the City of San Jacinto on September 20, 2022 under Agenda Item # 3.A.7.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause for this agreement to be executed this 19th day of OCTOBER

SEIU Local 721

City of San Jacinto, California



Steve Koffroth
Chief Negotiator



Robert Johnson
City Manager

APPENDIX A

SALARY MATRIX

Effective October 3, 2022

SALARY	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	1	2	3	4	5	6	7
1	\$18.3055	\$19.2208	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312
2	\$19.2208	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577
3	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456
4	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979
5	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178
6	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087
7	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741
8	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178
9	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437
10	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559
11	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587
12	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566
13	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544
14	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571

Effective December 26, 2022

SALARY	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	1	2	3	4	5	6	7
1	\$19.2208	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577
2	\$20.1818	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456
3	\$21.1909	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979
4	\$22.2505	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178
5	\$23.3630	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087
6	\$24.5312	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741
7	\$25.7577	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178
8	\$27.0456	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437
9	\$28.3979	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559
10	\$29.8178	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587
11	\$31.3087	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566
12	\$32.8741	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544
13	\$34.5178	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571
14	\$36.2437	\$38.0559	\$39.9587	\$41.9566	\$44.0544	\$46.2571	\$48.5700

SALARY GRADES FOR CLASSIFICATIONS

Effective July 1, 2022

SALARY GRADE	CLASSIFICATION
4	ACCOUNT CLERK I
6	ACCOUNT CLERK II
9	ACCOUNT CLERK III
1	ADMINISTRATIVE CLERK I
4	ADMINISTRATIVE CLERK II
13	ASSISTANT PLANNER
11	BUILDING INSPECTOR I
13	BUILDING INSPECTOR II
11	CODE ENFORCEMENT OFFICER I
13	CODE ENFORCEMENT OFFICER II
11	DEPUTY CITY CLERK
9	LANDSCAPE & IRRIGATION INSPECTOR
12	LEAD WORKER - PARKS
11	LEAD WORKER - STREETS
11	LEAD WORKER - STORM WATER
12	LEAD WORKER - WASTEWATER
13	LEAD WORKER - WATER DISTRIBUTION
4	MAINTENANCE WORKER I
6	MAINTENANCE WORKER II
5	RECORDS CLERK
8	WASTEWATER COLLECTION SYSTEM OPERATOR I
10	WASTEWATER COLLECTION SYSTEM OPERATOR II
8	WATER DISTRIBUTION SYSTEM OPERATOR I
10	WATER DISTRIBUTION SYSTEM OPERATOR II
11	WATER PRODUCTION OPERATOR I
13	WATER PRODUCTION OPERATOR II