# EXHIBIT "A" RESOLUTION NUMBER (NEXT IN ORDER)

# CITY OF PERRIS AMENDED SCHEDULE OF SALARY AND BENEFITS -MANAGEMENT EMPLOYEES

#### **ARTICLE I**

#### **GENERAL**

<u>Section 1.1</u> **AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits (the "Schedule") shall be in force and effect for the following classifications of Management Employees with the City of Perris, herein the "Affected Employees":

# **Executive Class:**

Assistant City Manager

Deputy City Manager

Director of Administrative Services

Director of Building and Code Enforcement

**Director of Community Services** 

Director of Development Services

Director of Finance

Director of Economic Development and Housing

Director of Public Works

# Management Class

Assistant Director of Administrative Services

**Assistant Director of Community Services** 

Assistant Director of Development Services

**Assistant Director of Finance** 

Assistant Director of Public Works

**Chief Information Officer** 

**Building Official** 

**Building and Safety Manager** 

Capital Improvement Project Manager

Code Enforcement Manager

Recreation and Public Services Manager

Economic Development and Housing Manager

Finance Manager

Housing Manager

Human Resources and Risk Manager

Information Technology Manager

Park Services Manager

Planning Manager

# Public Works Manager

# **Supervisory Class:**

Accounting Supervisor
Code Compliance Supervisor
Community Services Supervisor
Counter Services Supervisor
Human Resources and Risk Supervisor
Information Technology Supervisor
Operations Supervisor
Principal Management Analyst
Principal Planner
Public Health Supervisor
Public Works Supervisor
Parks Supervisor
Special Districts Supervisor

<u>Section 1.2</u> **NEW POSITIONS/CLASSIFICATIONS.** For future new Management Employee positions/classifications not listed in this Section at the time this Schedule is adopted, the City Manager shall be authorized to add, reclassify, eliminate and determine the applicable Class (Executive, Management, or Supervisory) until such time as this Schedule is amended to reflect the new position/classification.

Section 1.3 **GENERAL BENEFITS AND CONDITIONS.** Except as expressly modified or provided in this Schedule or by written contract, Affected Employees shall receive the same benefits as those offered to City employees who are covered by the Memorandum of Understanding between the City of Perris and the Local 911 of the California Teamsters Union effective July 1, 2022 through June 30, 2025 (the "MOU") under the following specified provisions of the MOU:

- (a) 12.0 Bilingual Compensation (Supervisory Class);
- (b) 15.3 Educational Incentive Pay;
- (c) 16.0 Longevity Pay;
- (d) 17.0 Holidays;
- (e) 18.0 Vacation Leave;
- (f) 19.0 Sick-Related Leave;
- (g) 26.7 Uniforms/Work Shoe (Supervisory Class);
- (h) 28.0 Pay Day and Parking;
- (i) 30.0 Training School Fees;

- (j) 31.0 Educational Reimbursement;
- (k) 32.0 Fringe Benefits;
- (1) 33.0 State Disability Insurance;
- (m) 34.0 Retirement Benefits.

As an example, only medical insurance and retirement benefits are the same for Affected Employees and employees covered by the MOU.

- <u>Section 1.4</u> **FLSA EXEMPT STATUS.** The City designates Affected Employees as exempt employees for purposes of the Fair Labor Standards Act. The City shall comply with all applicable State and Federal standards, regulations and laws relative to its designations of Affected Employees as exempt employees for FLSA purposes.
- Service. The word "service," as used in this Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such Affected Employee for the purpose of compensation eligibility and leave accrual under this Schedule. Such Affected Employee reentering service with the City shall be considered as a new employee.
- Section 1.6 EMPLOYMENT STATUS. The following positions works are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal at the pleasure of the City Manager: Assistant City Manager, Deputy City Manager, Director Administrative Services, Director of Building and Code Enforcement, Director of Community Services, Director of Development Services, Director of Finance, Director of Economic Development and Housing, and the Director of Public Works. Any Affected Employee an at-will position may be terminated from his/her service with the City without any cause whatsoever, with or without notice, and without any right to a hearing, including any so-called "Skelly" rights. In the event of such termination, the sole and entire right of any Affected Employee shall be to receive any compensation which vested prior to the date of the termination. The remaining Affected Employees within the Management and Supervisory Classes are deemed to be in the Classified Service and subject to the employment status provided in the City of Perris' Personnel Rules and Regulations (the "Personnel Rules").
- <u>Section 1.7</u> **INTERPRETATION.** The City Manager shall be authorized to make any interpretation necessary to implement this Schedule, including but not limited to resolving any conflicts with the MOU or Personnel Rules. The City Manager's determination shall be final.

### **ARTICLE II**

# **SALARY**

<u>Section 2.1</u> **BASIC SALARY SCHEDULE.** The basic salary schedule for all Affected Employees who are now employed, or will in the future be employed, is contained in the City of Perris

Salary Range Placement, which originated in 2004 and is most recently amended as provided herein. The salary schedule pertaining to Affected Employees consists of a range of pay available and identified by a position number and is attached hereto as Exhibit "B". The City Manager shall be authorized to establish or amend salary ranges consistent with labor market salaries for any new or existing positions to effectively manage City operations.

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this Schedule or for any other hourly rate determination, the hourly rate of pay shall be the monthly rate identified in the Salary Range Placement Schedule, multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

- <u>Section 2.2</u> **LEVEL OF COMPENSATION.** Affected Employees shall initially be placed, at time of appointment by the City Manager, at a level of compensation at any step within the applicable ranges set forth in the Salary Range Placement Schedule. Initial placement, periodic evaluations, and periodic increases or decreases shall be determined by the City Manager on a merit basis in accordance with the City's Personnel Rules, as applicable to Affected Employees.
- Section 2.3 **WAGE INCREASES.** In accordance with Section 1.2 of this Schedule and the MOU, Affected Employees shall receive a salary increase of five percent (5%) Cost of Living (COLA) effective retroactive to the date of July 10, 2022, four percent (4%) COLA effective the first full payroll period in July 2023, and two percent (2%) COLA effective the first full payroll in July 2024.
- <u>Section 2.4</u> **MASTER'S DEGREE INCENTIVE PROGRAM.** Effective with the first full payroll in July, 2017, each Affected Employee who holds a verified Master's degree from an Accredited University will be eligible to receive a seven (7%) percent incentive pay to their annual salary.
- Section 2.5 BACHELOR'S DEGREE INCENTIVE PROGRAM. Effective with the first full payroll in July, 2017, each Affected Employee who holds a verified Bachelor's degree from an Accredited University, who's current position's classification specification does not require a Bachelor's degree as a minimum qualification, will be eligible to receive a five (5%) percent incentive pay to their annual salary.

#### **ARTICLE III**

#### OTHER COMPENSATION AND BENEFITS

- <u>Section 3.1</u> **EDUCATIONAL REIMBURSEMENT.** Affected Employees shall be eligible to receive educational reimbursement up to a maximum amount of two thousand five hundred (\$2,500) dollars per fiscal year. Specific courses, degree and certificate programs require authorization by the City Manager prior to enrollment.
- <u>Section 3.2</u> **AUTOMOBILE ALLOWANCE.** Affected Employees shall receive a monthly automobile allowance or be assigned a City-owned vehicle as follows:

Executive Class: \$500 Management Class: \$500 For employees hired after October 27, 2020 into the positions of Director of Administrative Services, Director of Finance, and/or Finance Manager, they are excluded from automobile allowance benefits. The City Manager may in his or her discretion assign a City-owned vehicle to any Affected Employee whose primary duties require extensive field work. An assigned vehicle shall be in lieu of a cash automobile allowance.

- <u>Section 3.3</u> **CELL PHONES.** The City Manager may in his or her discretion assign a Cityowned cell phone to any Affected Employee.
- <u>Section 3.4</u> **LIFE INSURANCE.** The City shall contribute the full amount of the premium for an Affected Employee for minimal insurance coverage that is sufficient to provide no less than two (2) times the Affected Employee's annual base salary.
- <u>Section 3.5</u> **LONG TERM DISABILITY INSURANCE.** The City shall contribute the full amount of the premium for a policy of group long-term disability insurance for Affected Employees.
- <u>Section 3.6</u> **FLEXIBLE SAVINGS ACCOUNT (FSA).** Affected Employees will receive a pre-tax Flexible Spending Account (FSA) for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable.
- <u>Section 3.7</u> **DENTAL PLAN.** The City shall contribute up to \$200 for monthly premiums toward either a Health Maintenance Organization (HMO) or Preferred Plan Option (PPO) dental plan for each Affected Employee, as elected by the Affected Employee.
- <u>Section 3.8</u> **VISION CARE REIMBURSEMENT.** Affected Employees shall be eligible for vision care reimbursement not to exceed the following annual amounts per fiscal year:

Executive Class: \$850 Management Class: \$850 Supervisory Class: \$850

<u>Section 3.9</u> **DEFERRED COMPENSATION – MATCHING CONTRIBUTIONS.** The City shall match the contributions of Affected Employees to the deferred compensation program up to the following amounts:

Executive Class: up to six (6%) percent of annual salary Management Class: up to five (5%) percent of annual salary up to five (5%) percent of annual salary up to five (5%) percent of annual salary

#### **ARTICLE IV**

# **VACATION LEAVE**

<u>Section 4.1</u> **VACATION LEAVE ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the formula contained in the MOU.

<u>Section 4.2</u> **MAXIMUM ACCRUAL.** An Affected Employee may accrue vacation leave up to the following maximum amounts:

Executive Class: 540 hours Management Class: 500 hours Supervisory Class: 460 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for herein. Any vacation leave accrued by an Affected Employee shall remain vested to the Affected Employee and shall not be changed or altered by the City.

<u>Section 4.3</u> **UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager and/or his or her designee, who shall, in his or her sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of an Affected Employee, the availability of staff to assume the duties of the Affected Employee, the factors of City business on the portion of the Affected Employee, and the overall staffing and other needs of the City. No Affected Employee shall be eligible to utilize accrued vacation leave during the Affected Employee's initial probationary period, unless explicitly approved by the City Manager.

<u>Section 4.4</u> **ANNUAL CONVERSION OF UNUSED VACATION LEAVE.** Once annually, all vacation leave accrued and unused above one hundred twenty (120) hours may be converted into a cash payment at the current hourly rate of the Affected Employee, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. No request for conversion shall be granted unless first approved by the City Manager.

Section 4.5 CONVERSION OF UNUSED VACATION LEAVE AT SEPARATION. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in Section 4.2 of this Schedule. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the Affected Employee or as provided by law. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the spouse or estate of the Affected Employee as required by law.

#### **ARTICLE V**

# **ADMINISTRATIVE LEAVE**

<u>Section 5.1</u> **ADMINISTRATIVE LEAVE ACCRUAL.** Affected Employees shall accrue administrative leave at the rate of twelve (12) days per year of service.

<u>Section 5.2</u> **MAXIMUM ACCRUAL.** An Affected Employee may accrue administrative leave up to the following maximum amounts:

Executive Class: 420 hours Management Class: 380 hours Supervisory Class: 340 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue administrative leave until the balance of accrued administrative leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for herein. Any administrative leave accrued by an Affected Employee shall remain vested to the Affected Employee and shall not be changed or altered by the City.

<u>Section 5.3</u> **UTILIZATION OF ADMINISTRATIVE LEAVE.** Utilization of administrative leave shall be scheduled through the City Manager who shall, in his or her sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of administrative leave, the City Manager may consider such factors as the preferences of an Affected Employee, the availability of staff to assume the duties of the Affected Employee, the factors of City business on the portion of the Affected Employee, and the overall staffing and other needs of the City.

Section 5.4 ANNUAL CONVERSION OF UNUSED ADMINISTRATIVE LEAVE. Once annually, all administrative leave accrued and unused above one hundred twenty (120) hours may be converted into a cash payment at the then current hourly rate of the Affected Employee, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. No request for conversion shall be granted unless first approved by the City Manager.

Section 5.5 **CONVERSION OF** UNUSED **ADMINISTRATIVE** LEAVE  $\mathbf{AT}$ **SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued administrative leave earned to the effective date of the separation, up to the maximum prescribed in Section 5.2 of this Schedule. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. In the event of the death of an Affected Employee, payment for accrued and unused administrative leave shall be paid to the beneficiary designated by the Affected Employee or as otherwise required by law. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the spouse or estate of the Affected Employee as required by law.

# **ARTICLE VI**

#### SICK LEAVE

<u>Section 6.1</u> **SICK LEAVE ACCRUAL.** Affected Employees shall accrue sick leave in accordance with the formula contained in the MOU.

<u>Section 6.2</u> **MAXIMUM ACCRUAL.** An Affected Employee may accrue sick leave up to the following maximum amounts:

Executive Class: 460 hours Management Class: 420 hours Supervisory Class: 380 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for herein.

<u>Section 6.3</u> **REPORTING AND UTILIZATION OF SICK LEAVE.** An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An Affected Employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the Affected Employee's workday. Failure to report the intended absence may result in disciplinary action.

The City Manager, in his or her sole discretion, may require an Affected Employee to submit a Doctor's verification of an Affected Employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

The City Manager, in his or her sole discretion, may permit an Affected Employee to utilize sick leave for medically related issues of the Affected Employee or of a family member.

Section 6.4 ANNUAL CONVERSION OF ACCRUED SICK LEAVE. Once annually, all sick leave accrued and unused above forty (40) hours may be converted into a cash payment, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. The first eighty (80) hours converted shall be at the current hourly rate of the Affected Employee, and any additional hours converted shall be at one-half (1/2) of the current hourly rate. No request for conversion shall be granted unless first approved by the City Manager.

Section 6.5 CONVERSION OF UNUSED SICK LEAVE UPON SEPARATION. Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued sick leave earned to the effective date of the separation, up to the maximum prescribed in Section 6.2 of this Schedule. Payment for the first eighty (80) hours of unused sick leave shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination, and any remaining hours converted shall be at one-half (1/2) of the hourly rate. In the event of the death of an Affected Employee, payment for accrued and unused sick leave shall be paid to the beneficiary designated by the Affected Employee. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the estate of the Affected Employee.

#### **ARTICLE VII**

# **EFFECTIVE DATE**

**EFFECTIVE DATE; AMENDMENTS.** This Schedule of Salary and Benefits shall be effective as of July 1, 2022 and until June 30, 2025, or until amended. This Schedule authorizes the City by means of the City Manager to execute, implement, modify as permitted and interpret the Schedule as deemed necessary to effectively manage City operations during the time period covered by this Resolution. The City Council retains the right to amend, modify or supersede the benefits contained herein, by resolution of the Council.