



**Memorandum of Understanding
Between
The City of San Clemente
And
The San Clemente City Employees Association**

November 2, 2021 – June 30, 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN CLEMENTE
AND
THE SAN CLEMENTE CITY EMPLOYEES' ASSOCIATION

This Memorandum of Understanding constitutes the results of meeting and conferring in good faith pursuant to the provision of Chapter 10, Division 4, Title 1 of the Government Code of the State of California.

Modifications to existing wages, hours and other terms and conditions of employment set forth below have been agreed to by the signatories to this Memorandum for all City of San Clemente full-time benefitted employees represented by the San Clemente City Employees' Association hereinafter called "Association." This Memorandum of Understanding shall remain in full force and effect for the period commencing November 2, 2021 through June 30, 2024. Upon approval by the City Council of the City of San Clemente and ratification by the members of the Association, the parties agree as follows:

Article I – Wages:

Effective the first pay date in December 2021, the City shall increase the base salary of all City classifications represented by the Association by 1.00%. Additionally, a one time non-pensionable payment of \$2,500 will be made.

Effective the first full pay-period in July 2022, the City shall increase the base salary of all City classifications represented by the Association by .25%. Additionally, a one time non-pensionable payment of \$2,750 will be made.

Effective the first full pay-period in July 2023, the City shall increase the base salary of all City classifications represented by the Association by 1.00%.

Article II – Overtime Compensation: For purposes of computing overtime, paid time off due to sick leave, vacation, compensatory time, or holiday pay shall be considered as hours worked, except when an employee is out on sick leave for more than two full days during any work week. An employee out on sick leave for more than the two full days shall not have his/her sick leave hours count towards the hours worked for purposes of calculating overtime.

Article III – Compensatory Time: At any one time employees may accumulate up to 40 hours of compensatory time. Any overtime after the 40 hours will be paid at the regular overtime rate.

All Compensatory Time accrued and not used shall be paid out to the employee on the second payroll check in June of each year. This provision shall not apply to Compensatory Time earned prior to July 1, 2006.

Each year, rather than having all Compensatory Time paid out, an employee may elect to keep up to eighteen (18) hours of Compensatory Time "on the books" for use during the next fiscal year. An

employee must request this option no later than the date identified on a form provided by the Human Resources Office.

Article IV – Standby Compensation: Standby duty requires the employee so assigned to be reachable by City cell phone and to be on-scene within the prescribed time.

If an employee is on sick leave for any portion of Standby, except for a doctor's appointment for a spouse or dependent or for an employee's routine doctor, dentist or optometrist exam or appointment, the employee will not receive Standby pay and will not be eligible to respond to any call for service. It is the responsibility of the supervisor to find a replacement staff member to serve the Standby period if an employee calls in or has to leave work because of illness. Under such circumstances and after exhausting all options, a supervisor may, at his or her sole discretion, require any other qualified employee to fill the emergency Standby shift.

Work Units Covered:
Public Works Maintenance Division
Public Works Utilities Division

Assignment: Assignment time-periods are at the sole discretion of the supervisor or manager and may change as long as written notice is provided to the affected group fourteen (14) calendar days before the effective date of the change. A change in any time-period is appealable and cannot be grieved. Current Standby assignments are as follows:

Maintenance Division	1 or 2-week rotation
Utilities Division	1 or 2-week rotation

Standby personnel are required to document both the time the callout was received and the time they arrive to the reported location. If an employee on Standby is unable to respond to the reported location within forty-five (45) minutes from the time they received the callout, they must document both the time they arrived on-site and the time they notified a management class supervisor of the delay.

Cell Phone: Any employee on Standby will be issued an agency-provided on-call phone for use during the Standby assignment. It is the responsibility of the employee to ensure the phone is operational.

Response Time: Any employee on Standby must be on-scene within forty-five (45) minutes of acknowledging the initial call. Being on-scene is defined as being in the required agency vehicle if applicable, with all of the standard tools and equipment onboard (a list of standard tools and equipment shall be provided by a supervisor or manager), properly dressed in the agency uniform, and at the location of the incident being responded to.

It is the responsibility of the Standby employee to check the agency Standby vehicle prior to taking it home to ensure all of the standard tools and equipment on the provided list are in or on the vehicle and properly stored.

An employee who is unable to be on-scene within the prescribed time must contact the immediate management class supervisor (with the agency providing the list of contact numbers) no less than fifteen (15) minutes before the forty-five (45) minute mark to explain what has caused or is causing the delay. If an unknown circumstance arises that occurs after the fifteen (15) minute window, the employee shall immediately notify the supervisor of the cause for the delay.

EXCEPTIONS:

Utility Water Customer Service and System Repair Crew can troubleshoot remotely for up to fifteen (15) minutes. If the problem cannot be resolved in 15 minutes from the initial callout, an employee on Standby is expected to respond to the reported location immediately. The employee may elect to not troubleshoot and respond immediately.

Utility Water Systems Operations Crew can troubleshoot remotely for up to fifteen (15) minutes. If the problem cannot be resolved in fifteen (15) minutes from the initial callout, an employee on Standby is expected to respond to the reported location immediately. The employee may elect to not troubleshoot and respond immediately.

Operational system changes not related to failures are not considered "callouts" and can be resolved using the SCADA laptops remotely. Accordingly, these tasks may extend beyond the fifteen (15) minute troubleshooting timeframe. As such, the time accrued to resolve these operational system changes will be reflected in fifteen (15) minutes increments on the applicable timesheet. The employee may elect to not troubleshoot and respond immediately.

All callouts related to high/low reservoir levels, intrusion alarms, power outages, water quality concerns and earthquakes require immediate response to the reported location. In these instances, the employee may not elect to troubleshoot and must respond immediately.

For all instances requiring on-site response, Standby personnel are expected to be at the reported location within forty-five (45) minutes of the time the callout was received.

Utility Electricians, when a call is received from other standby personnel, the Electrical Standby person shall answer the call and determine if the problem can be solved with the use of the SCADA laptop first. If the call requires the electrical standby person to drive to the site where the issue has occurred, the electrician on standby shall respond to the site within forty-five (45) minutes of the time the callout was received.

Utility WRP Operations Crew can troubleshoot remotely for up to fifteen (15) minutes. If the problem cannot be resolved in the fifteen (15) minutes from the initial callout, an employee on standby is expected to respond to the reported location immediately. Standby personnel are expected to be at the WRP within forty-five (45) minutes of the time the callout was received. The employee may elect to not troubleshoot and respond immediately.

Use of Agency Automobile: Unless authorized otherwise in writing by a supervisor or manager, an employee must take an agency automobile home while on Standby. The employee may use the automobile for personal use if no other personal automobile is available for use by the employee. The agency automobile may only be used to attend a personal activity or event that would allow the employee to respond on-scene within the prescribed time as noted above. In no event shall the employee transport anyone else in the agency automobile. Conditions of Standby policy supersedes any other policy regarding the use of an agency automobile for personal use.

The following Utilities Divisions **are required** to take home a City vehicle for standby:

- Water - Customer Service and System Repair Crew
- Mechanical Maintenance Crew

The following Utilities Divisions **are not required** (it is **optional**) to take home a City vehicle for standby:

- Water - System Operations Crew
- Electricians
- Collections
- WRP Operations Crew

The Maintenance Divisions **are not required** (it is **optional**) to take home a City vehicle for standby.

Staffing: As long as a sufficient number of employees remain on Standby, as determined by management, no employee will be required to participate in the Standby program. If there are not a sufficient number of Standby personnel who volunteer to be placed on Standby, management, at its sole discretion, can require employees to be placed on the Standby rotation.

Compensation: The compensation will begin the first full pay-period of September 2015. Employees on Standby shall receive compensation as follows:

Maintenance Division

\$35 weekdays (M-F) and \$60 per day for Saturdays, Sundays and city-recognized holidays

Utilities Division

\$45 weekdays (M-F) and \$75 per day for Saturdays, Sundays and city-recognized holidays

An employee on Standby on his/her "dark Friday" will not be expected to respond to a call until after the end of the regular shift for the work unit's personnel that day. The starting time of the Standby shift for these days will be posted by management.

Trades or Replacement for Standby Assignment: Any employee who wishes to trade or seek a replacement for an assigned Standby assignment must obtain written acceptance of the assignment from the employee filling in for the shift. It is the responsibility of the employee originally assigned the Standby to provide the supervisor or manager with the written acceptance of the trade from the

other employee prior to the Standby period beginning. The notification must include the date or dates that have been traded or taken. The forwarding of an email or text message to the supervisor or manager is sufficient to document the acceptance of a change, and the supervisor or manager shall acknowledge receipt of the communication via a written response (e.g., "OK", "Got it", etc.)

If the employee on Standby has an emergency and cannot fulfill their Standby responsibilities, it is the employee's responsibility to notify their management class supervisor immediately by phone or email, so that adequate coverage can be maintained. The employee will not receive Standby pay and depending on the circumstances, may be required to submit justification/documentation of said emergency.

Disciplinary Action: Based on individual circumstances, failure to comply with one or more of the provisions noted above or any Personnel Rule or other policy or procedure of the agency may lead to discipline, up to and including discharge.

Article V – Court Standby: During off-duty status, employees on standby for court appearance resulting from a subpoena relating to work shall be paid \$10/day. If called to court while on off-duty standby, employee will be paid time and one-half from the time the employee leaves his/her residence. Employee will request standby status.

Article VI – Shift Differential: When an employee is required to work a different work schedule than that which is normal to other employees of a particular department, he/she shall receive a premium of 5% of his/her regular hourly rate of pay upon approval of the supervising Department Head and City Manager.

Article VII – Emergency Call Back: The City will provide a minimum of two hours pay for an emergency call back if authorized by the department head or other supervisor, provided that no more than one minimum shall be paid for call backs during any two hour period from the time the employee leaves his/her residence. Employees not on stand-by that are contacted by telephone for less than one-half (½) hour will receive one-half (½) hour of pay.

Article VIII – Fatigue Pay-Rest Period: Any employee who has worked sixteen (16) consecutive hours or more during a twenty-four (24) hour period at the direction of a supervisor or manager shall be provided with eight (8) consecutive hours of non-work time (rest period) before being compelled to commence a regularly scheduled shift or to commence other duties on behalf of the City.

If the eight (8) hour rest period runs concurrent or extends into the employee's next regularly scheduled work shift, the employee shall not suffer loss of pay or accrued time for the designated rest period. The eight (8) hours shall be considered compensable hours worked.

As is practical, employees who have earned a rest period shall be relieved at the start of their regular work shift in order to take such rest period or at a point in the scheduled shift that allows for the end of the rest period and end of the shift to coincide.

Hotel voucher program –an employee may be provided with a hotel voucher in order to use the full rest period when their residence is more than 45 miles from the City or at the discretion of the supervisor or manager before being compelled to commence a regularly scheduled shift or to commence other duties on behalf of the City.

Article IX – Job Related Injury Leave: Any employee represented by the Association who is absent from duty because of an injury sustained in the course of employment with the City, shall receive full compensation for a period of sixty (60) calendar days or three-hundred-forty-seven (347) hours from the date of injury or the term of the employee's absence due to industrial disability, whichever is less. This time must be consecutive and no portion carries over after sixty (60) calendar days from the original date of injury. Notwithstanding the above, employees represented by the Association shall not be entitled to salary continuance for the first three days, or twenty-four (24) work hours, of such industrial disability in accordance with the State of California Labor Code, Section 4650 unless the period of disability is in excess of 14 calendar days. However, employees represented by the Association may use accumulated vacation, compensatory or sick leave to provide full salary continuance for the first three day period at their option. Temporary disability payments will be supplemented by City salary payments, minus income from other employment of the employee.

The City offers a cafeteria plan to employees, based on the following monthly City contribution amount:

Beginning the first full pay-period in January 2024, the Employee Only amount shall increase by \$20.00, or \$721.23 per month.

Employee + One Dependent \$1,238.43 per month

Beginning the first full pay-period in January 2022, the Employee + 1 amount shall increase by \$44.00, or \$1,282.43 per month.

Beginning the first full pay-period in January 2023, the Employee + 1 amount shall increase by \$30.00, or \$1,312.43 per month.

Beginning the first full pay-period in January 2024, the Employee + 1 amount shall increase by \$30.00, or \$1,342.43 per month.

Employee + Family \$1,633.13 per month

Beginning the first full pay-period in January 2022, the Employee + Family amount shall increase by \$66.00, or \$1,699.13 per month.

Beginning the first full pay-period in January 2023, the Employee + Family amount shall increase by \$40.00, or \$1,739.13 per month.

Beginning the first full pay-period in January 2024, the Employee + Family amount shall increase by \$40.00, or \$1,779.13 per month.

Enrollment in the vision plan is mandatory and is covered by the City, and the cafeteria amount pertains only to medical and dental coverage.

The above amounts are inclusive of the CalPERS statutory minimum. The City provides all employees and retirees (see Article XII below) the CalPERS statutory minimum towards the provision of medical insurance benefits. For employees, the City provides the difference-between the CalPERS statutory minimum and the above amounts in cafeteria plan benefits.

The balance of any monthly contributions necessary to maintain the selected plan shall be paid by the employee through payroll deductions from his/her paycheck. Employees can opt out of the medical insurance plan as long as the employee can show proof of insurance. The employee must continue in the employee-only vision plans and will receive \$300.00 per month in ordinary income in lieu of medical insurance coverage. The City's cafeteria contribution towards health insurance is capped as shown above and will not be modified. The opt-out amount for medical will be \$300.00 per month as ordinary income.

In-lieu of the above paragraph, for those employees who are married and where each employee is employed by the City, and both would normally receive health benefits, they shall receive health insurance coverage as follows:

They must be enrolled in either Employee + 1 or Employee + Family (1 must opt out, and the employee doing so shall receive \$175.00 per month as opt-out ordinary income). The opt-out amount for medical will be \$175.00 per month as ordinary income.

Employees who opt-out of medical only, are enrolled in the Employee Only plans for dental and vision, which is paid for by the City. Employees may also opt-out of the City's dental plan. An employee that opts-out of both the medical and dental plan shall receive the Employee Only amount under the City's Delta Care HMO plan in addition to the medical opt-out amount, and is only eligible for the Employee Only vision plan. If an employee opts-out of just the dental plan, then the employee receives any remaining cafeteria plan dollars after the medical premiums are deducted for the tier of coverage elected.

As part of its insurance program, the City agrees to provide the ten thousand-dollar (\$10,000) group life insurance policy for each full time employee in the Safety Retirement Program, and to provide term life insurance coverage equal to two times the employee's annual base salary up to a maximum of one-hundred thousand dollars (\$100,000) for each full-time employee in the non-safety pension program.

It is expressly understood that every employee must subscribe to one of the plans provided by the City and that benefits will be governed by the policies between the City and the contracting insurance companies. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or the Association, nor shall such failure be considered a breach by the City or Association of any obligation undertaken under this or any other agreement. However, nothing in this agreement shall be construed to relieve any insurance carrier of any liability to the City, Association, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder. The City will designate representatives who will be available for consultation with employees so that an explanation may be given with respect to the basis for disposition of claims so that claimants may be assisted by the City in receiving all benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

Article XI – Medical Plan for Layoffs: If an employee is laid off from his/her position, the City will pay in full the monthly contribution toward the medical plan for the employee and his/her dependents under the following conditions:

The City shall pay the monthly contribution for a period not greater than six (6) months from the date of layoff. The laid-off employee must be receiving unemployment insurance benefits, or submit to the City a monthly statement attesting to his/her continuing unemployment.

If the laid-off employee becomes employed, the City's contribution shall cease immediately and there will be no further contributions made by the City.

Article XII – Medical Plan for Retirees: The City agrees to allow employees who retire from positions represented by the Association to participate in the existing City health plans available to employees represented by the Association. The retiree shall be eligible to enroll dependents as provided for by the plans. Except for the medical coverage, to qualify for this provision, the retiree must have a minimum of ten years of continuous service as a full-time City employee and be eligible for retirement as defined by the City of San Clemente Employees' Retirement Plan or the California Public Employers' Retirement System (CalPERS), whichever is applicable, and be receiving a pension from same. The

retired employee shall pay 100% of the premium costs in a timely manner except for the CalPERS mandated employer costs. Failure to pay such costs within thirty (30) calendar days of being billed shall terminate the benefit and all rights under this Article. For purposes of this article, the 30 days begins the day following the date the bill was placed in the US Postal Service by First Class mail. Retirees will be eligible to enroll in the CalPERS Health Plan. The City will follow the eligibility requirements established by the City's pension plan for retired employees that are enrolled in the CalPERS Health Plan. In the event the City is no longer enrolled in the CalPERS Health Plan; the provisions prior to April 1, 1997 shall apply. The City also agrees, as per City policy, that retirees can use their sick leave payoff to pay for dental and/or vision insurance premiums.

Article XIII – Retirement: City employees currently participate in the California Public Employees' Retirement System (CalPERS) Miscellaneous 2% @ 55 benefit formula for Classic members represented by SCCEA. City Employees considered "New" under the Public Employee Pension Reform Act of 2012 ("PEPRA New") participate in the CalPERS Miscellaneous 2% @ 62 benefit formula. CalPERS governs all administrative functions associated with the retirement plans. The City's plan that covers Classic members has a retirement benefit calculated using the highest twelve (12) consecutive months, and the formula governing the PEPRA New members mandates a retirement benefit calculated using the highest thirty-six (36) consecutive months.

The City retirement plan for represented employees in the Safety Lifeguard retirement program shall be the CalPERS plan for the "3% at age 55" Modified Retirement Benefit Program (Government Code Section 21363.1) for those who qualify as Classic members. "PEPRA New" members covered under the Safety Lifeguard retirement program receive the 2.7% @ 57 benefit formula under CalPERS.

General Employees

The City will continue to pay the CalPERS employer contribution while employees continue to contribute 7.0%.

Represented employees considered PEPRA New members under the law shall pay the required employee contribution under the law.

Safety Employees

The City will continue to pay the CalPERS employer contribution while employees will continue to contribute 9.0%.

Represented employees considered PEPRA New members under the law shall pay the required employee contribution under the law.

Article XIV – Section 125 Flexible Spending Account: The City agrees to offer employees represented by the Association the opportunity to participate in a Section 125 Flexible Spending Account Program.

This agreement is contingent upon the continued availability of such programs under Internal Revenue Service regulations, the maintenance of a minimum number or required ration of participants required

by the plan administrator and/or law, and continued employee interest in such programs. The City shall contract with an administrator or administrators, as deemed necessary by the City, to establish, monitor, and administer the programs according to regulatory requirements. The choice of administrators remains solely with the City. Participant requirements and responsibilities under this program will be as dictated by law or by the specific agreement(s) with any and all providers of services in relation to the program.

Article XV – Bereavement Leave: Employees represented by the Association shall be entitled to up to five (5) work days with pay, to a maximum of forty (40) hours per incident to attend the funeral and/or tend to related activities associated with a funeral or memorial service of a member of the employee's immediate family or step family.

For purposes of this article only, immediate family or step family shall include grandmother, grandfather, mother, father, brother, sister, spouse, child, registered domestic partner, grandchild, father-in-law, and mother-in-law.

Up to nine (9) hours of leave with pay may be granted on the basis of blood relationship or marriage or registered domestic partners. For purposes of this article only, "blood relationship or marriage or registered domestic partners" means aunt, uncle, cousin, grandparent, brother-in-law, sister-in-law, niece, and nephew.

Bereavement for other types of relationships may be approved by the City Manager on a case-by-case basis.

Article XVI – Short Term Disability Insurance: Employees represented by the Association will be enrolled in a Short Term Disability Insurance Program. The premium for the insurance shall be paid by the City. (As of July 1, 2006 employees are covered under State Disability Insurance.)

Employees represented by the Association shall be entitled to combine accumulated sick leave, vacation leave and compensatory time with short term disability payments for the purpose of achieving the equivalent of their pre-disability salary to the extent allowed by law during any period of non-industrial disability. Under no circumstances shall the combination of sick leave, vacation leave, compensatory time and short term payments exceed the employee's pre-disability salary.

Article XVII – Long Term Disability Insurance: The City agrees to contribute the full premium toward each dues-paying Association member's premium for long term disability coverage. In order to receive this benefit, the member must be a current full-time City employee. The maximum rate or "cap" that the City will contribute for this benefit for the term of this Agreement shall be .690% of insured earnings and no further increases in City contribution will take effect unless otherwise agreed to between the City and the Association. It is agreed that the extent of the City's obligation under this article is limited solely to the payment of the cost of the insurance program provided thereunder and employees, dependents, and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies contracted for by the Association and issued to provide such benefits. Neither the City nor the Association shall be obligated to pay any

insurance benefits provide for under such policy directly to employees of their dependents or beneficiaries.

Article XVIII – Tool Maintenance: The City will provide a tool repair and maintenance allowance for the position of Golf Course Equipment Mechanic of five hundred dollars (\$500.00) annually. The payments shall be made through the last payroll of each quarter (in September, December, March, and June) in the amount of one hundred twenty-five dollars (\$125.00) each quarter.

Article XIX – Provision of Uniforms/Uniform Allowance/Footwear: The City shall provide initial and replacement uniforms for employees in the classifications of Marine Safety Lieutenant and Marine Safety Officer. The provision of uniforms is to be made using the most appropriate method as determined by management. Employees shall be responsible for proper care and maintenance of uniforms. No replacement of a uniform or any part thereof will be made unless the employee returns a similar uniform article to his/her supervisor. The maximum value of uniforms provided each employee during a fiscal year shall be two hundred forty dollars (\$240.00).

Work Boots: Each fiscal year the City shall provide a yearly work boot allowance of \$175.00 (Effective 11/2/2021) increasing to \$200.00 (Effective 7/1/2022) to employees assigned on a full time basis to sewer, water, facility maintenance, street maintenance, street painting, golf maintenance, park maintenance and recreation maintenance, building and construction inspectors, electrical maintenance, park planning, plans examiners, code compliance officers, water quality inspectors, and the Environmental Services Coordinator, upon proof of purchase. In lieu of the boot allowance, the City will provide \$225.00 per year (Effective 11/2/2021) increasing to \$250.00 (Effective 7/1/2022) for steel toed safety boots when the division head in cooperation with the department head have determined that employee(s) in that division must wear steel toed boots for safety reasons.

Footwear: In lieu of work boots, employees in the following work areas may elect to purchase low-cut footwear that meets the necessary federal, state, and/or local safety requirements: water lab, park planning, plans examiners, code compliance officers, water quality inspectors, and environmental services.

Employees who feel that their work assignment requires them to have a second pair of work boots, where the cost of the second pair would exceed the maximum boot allowance, can request a second pair from their respective managers, who may authorize the additional pair of work boots to be fully paid at City expense. In approving the cost of the second pair of boots, consideration will be given to health and hygiene issues including, but not limited to the permeation of waste bi-products or elements into the boot material.

Article XX – Distribution of Paychecks: The City will ensure employees have access to their paychecks through the current internal, online system via kiosks or other forms of computer accessibility. The City will also review new programs to ensure consistency and accuracy as well as availability

Article XXI – Vacation and Sick Leave Accrual: All general employees represented by the SCCEA receive vacation according to the following schedule:

<u>Years of Service</u>	<u>Annual Leave</u>	<u>Monthly Accrual</u>
0-4 Years	13 working days (104 hours)	8.66 hours (full month)
5-9 Years	15 working days (120 hours)	10.00 hours (full month)
10-15 Years	20 working days (160 hours)	13.33 hours (full month)
16-20 Years*	20.5 working days (164 hours)	13.66 hours (full month)
20-25 Years*	21 working days (168 hours)	14.00 hours (full month)
25 Years and up*	22 working days (176 hours)	14.66 hours (full month)

*Must be continuous service (i.e., no break in service) to be eligible for the benefit.

During the term of this agreement, the City agrees that once each year in December, each employee will have the option of cashing in up to sixty (60) hours of vacation leave. To qualify, the employee must have a minimum of 100 hours of accrued vacation leave available after the vacation leave is paid.

Sick Leave: Employees shall receive sick leave at the rate of eight (8) hours per month, prorated for partial months of service. Employees hired after January 1, 2001 will no longer be eligible for the sick leave pay-off.

Article XXII – Holidays: The twelve (12) eight (8) hour recognized paid City Holidays are:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or after Christmas Day
New Year's Eve Day

Holiday leave must be used in the calendar year provided and is not transferrable to the next year or paid out upon leaving City employment. If a holiday falls on a dark Friday or weekend, the parties agree to discuss how the holiday will be administered. (ex. furlough coverage, etc.)

Employees that are required to work on a holiday will receive time and one-half (1½) in addition to receiving an additional day off which will be taken during the pay-period immediately preceding, the same pay-period, or the pay-period immediately following the holiday.

Floating Holidays: The City will provide sixteen (16) hours of floating holiday leave to employees. Employees will receive eight (8) hours of leave in January of each calendar year and the remaining eight (8) hours of leave in July. Employees hired after July 1 will receive eight (8) hours of floating holiday leave for the calendar year. Floating holiday leave must be used in the calendar year provided and is not transferrable to the next year or paid out upon leaving City employment. Floating holiday hours may be used in one (1) hour increments and golf employees may use floating holiday hours in one-half (1/2) hour increments.

Article XXIII – Work Schedules: The City has a 9/80 work program which results in City Hall being closed for one day every other week. All employees are assigned to that program with the exception of those who are in a job classification which require that services be rendered even when City Hall is closed. In that event, those employees remain on a 40-hour/5-day work cycle unless an alternative work schedule is submitted to and approved by the Department Head and City Manager. The City and Association agree that the decision regarding configuration of employee work schedules is solely vested with and totally discretionary by the Department Heads in accordance with the City personnel rules and regulations.

Article XXIV – Lunch Break: The standard lunch period will be thirty (30) minutes. A sixty (60) minute lunch period will be the exception and must be approved by the Department Head. Paid rest breaks may not be used to augment or replace lunch periods.

Article XXV – Jury Duty: Employees shall be entitled to leave without loss of pay for any time he/she is required to perform jury duty. Such pay shall not be offset by jury duty fees or allowances paid to the employee, provided that the employee submits to the City a daily verification of his/her jury duty participation.

Article XXVI – Bilingual Pay: Employees selected and approved by management to provide bilingual services shall receive twenty dollars (\$20.00) per pay-period, full pay-periods only. A minimum of three (3) employees are eligible for this pay, as long as they are approved by management.

Article XXVII – ICMA Loan Program: The City agrees that employees enrolled in the ICMA 457 Deferred Compensation Program can participate in ICMA's loan program.

Article XXVIII – Fair Labor Standards Act: If any of the provisions of this Memorandum of Understanding, the Personnel Rules, or any other terms or conditions of employment are inconsistent with the Fair Labor Standards Act, as it may apply to the City and its employees, the City and the Association agree to meet and confer in good faith pursuant to all rights and procedures established in

City Resolution No. 56-70 and/or any amendment thereto, and Government Code Section 3500, et.seq., as to all impacted terms of this agreement. Nothing herein shall preclude the City from necessary actions to comply with the Fair Labor Standards Act.

Article XXIX – Work Furlough: The City and Association agree to the use of unpaid furlough days between Christmas and New Year's Day aside from approved holidays. The City will adjust the holiday schedule in order to have the least impact on the number of employee furlough days. At the employee's option, the employee may use vacation leave, the floating holiday, or compensatory time to be paid on the furlough days. Employees that are required to work the furlough will take the furlough days off during the pay-period immediately preceding, the same pay-period, or the pay-period immediately following the holiday.

N/A

Article XXX – Certificates: The City will pay the costs of testing and costs for the certificate that is required by the City, provided the employee successfully passes the appropriate tests, for an employee to obtain a certificate, including the class "A" or class "B" drivers license, that is required as part of his/her job.

Article XXXI – Association Membership:

- A. Requests from employees represented by the Association to withdraw from Association membership and discontinue dues deductions to the Association shall be required to be submitted, in writing, to the President of the Association for processing through the Accounting Division. The Association agrees to process such withdrawal notices within a five (5) working day period. The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands and suits or other forms of liability that may arise out of, or by reason of, the action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- B. The City agrees to include a one-page Association "Information Sheet" in the orientation packet for newly hired employees in positions represented by the Association. The City and the Association agree that the purpose of the "Information Sheet" is to familiarize new employees with the operations and benefits of the Association. All information contained on the "Information Sheet" shall be approved by the City Manager prior to implementation of this Article. Any subsequent changes in content or design of the "Information Sheet" shall be required to receive subsequent City Manager approval. All costs associated with preparing the "Information Sheet" shall be borne by the Association. The Association agrees to indemnify and hold the City harmless for any disputes between employees represented by the Association and the Association arising out of information contained in the "Information Sheet".
- C. Once annually, within thirty (30) days of written request from the Association, the City agrees to provide the Association with a listing of the names and addresses of employees in classifications represented by the Association. Names and addresses provided will reflect the most current data on file with the Human Resources Office as

of the date the list is prepared. Prior to the preparation of the list each year, the Human Resources Office shall distribute a memo to each employee in a classification represented by the Association stating that the employee may request, in writing, that the Human Resources Office not provide their address to the Association. Receipt of such written request shall preclude the Human Resources Office from providing the employee's address to the Association until such time as the employee rescinds the request in writing.

- D. As requested, the City shall provide the Association President with a notification of scheduled employee performance evaluations and merit increase due dates for employees in positions who are represented by the Association. If requested by the Association, the Human Resources Manager will meet with the President of the Association to address concerns regarding performance evaluations/merit increases which have not been completed on or before the anniversary date. If Human Resources Manager and the Association President are unable to resolve the matter, the Association may meet with the City Manager to discuss the matter.

Article XXXII – Labor Management Committee: The City and SCCEA agree to maintain a Labor-Management Committee (LMC) items for the purpose of working collaboratively to enhance communications and to discuss workplace concerns, efficiencies, and proposed solutions and/or improvements. The LMC will meet up to four (4) times per year on a quarterly basis provided there are agenda for discussion. Representation by Management will include the Human Resources Manager and the City Manager, or their designee. SCCEA representation will be selected by their Board and include up to five (5) of their members.

Article XXXIII – Management Rights/Conclusion: It is hereby understood that the meet and confer process for all purposes has been completed for the term of this Memorandum of Understanding as signed by the parties and ratified by the City Council, and that any terms not specifically included within this Memorandum of Understanding are management prerogatives of the City; provided, however, that is expressly understood that nothing in this article shall apply to contracting out. The Association and City agree to meet and confer as to any aspects of contracting out during the term of this agreement, upon the request of either party, to the extent such are within the scope of representation.

Except as expressively provided herein, each of the parties hereto agrees that it has had a full, unrestricted right to make, advance, and discuss all matters properly within the scope of meet and confer in accordance with state law and local ordinances and regulations. During the term of this Memorandum of Understanding, the parties expressly waive and relinquish the right to meet and confer as provided by state law and local ordinances and regulations and agreed that they shall not be obligated to meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Memorandum of Understanding or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and conferred or executed this Memorandum of Understanding, and even though subjects or matters were proposed and later withdrawn. The parties further understand and agree that

this Memorandum of Understanding constitutes the sole agreement between the City and the Association in regard to matters of wages, hours, and other terms and conditions of employment.

Article XXXIV – Severability: In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provision of the Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Article XXXV – Disciplinary Hearings: In the event that disciplinary action imposed by the City upon an employee represented by the Association involves a suspension, demotion, or discharge, the Association may request that the matter be submitted to an advisory hearing officer by notifying the City of this request in writing within five (5) calendar days after receiving notice of the disciplinary action. Upon receipt of such notification, the City shall request from an independent third party a list of seven (7) hearing officers experienced in deciding public employee disciplinary matters. A hearing officer shall be selected by the City and the Association on behalf of the employee by alternate striking until one name remains, with the first strike to be determined by lot. All costs and expenses of the advisory hearing officer shall be borne equally by the parties (i.e., the City and the Association). After receiving and considering evidence in accordance with the rules and regulations of the City related to discipline, the hearing officer shall render a recommended decision, including findings of fact, to the City Manager who may affirm, reject, or modify, but not increase, the level of discipline imposed.

Nothing in this article shall prevent the two parties from mutually agreeing to the advisory hearing officer, without going through any type of strike list.

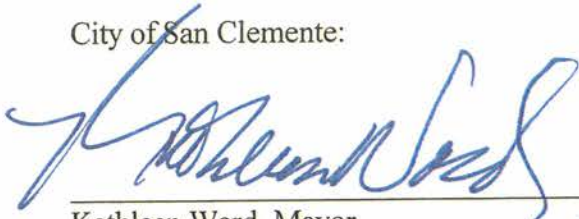
Article XXXVI – Classification and Compensation Study: The City will commence a classification and compensation study in year two (2) (July 1, 2022 to June 30, 2023) of this agreement, with implementation to occur in year three (3) (July 1, 2023 to June 30, 2024) of this agreement at the discretion of the City Council.

Article XXXVII – Reopener: The parties agree to reopen the MOU annually to discuss issues of mutual interest, including updates and revisions to the Personnel Rules.

Article XXXVIII – Adoption: This Memorandum of Understanding shall commence upon adoption by the City Council and shall remain in effect through June 30, 2024. This Memorandum of Understanding shall be implemented by appropriate action of the City Council.

Executed this 2nd day of November 2021.

City of San Clemente:


Kathleen Ward, Mayor


Erik Sund, City Manager

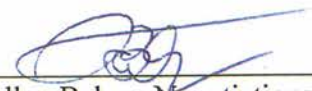

Jake Rahn, Financial Services Officer


Johanne Thordahl, Human Resources Manager


Jennifer Savage, Assistant to the City Manager

San Clemente City Employees' Association:


Kade Boisseranc, President


Allen Balser, Negotiations Team


Dan Lowrie, Negotiations Team


Ian Burton, Negotiations Team


Jordan Real, Negotiations Team