

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR CLASSIFICATIONS REPRESENTED BY SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, EFFECTIVE JULY 1, 2023 UP TO AND INCLUDING JUNE 30, 2024.

WHEREAS, Section 37206 of the Government Code requires the City Council to prescribe the time and method of paying salaries and wages to employees of the City; and

WHEREAS, the City Council of the City of Mission Viejo adopted an ordinance establishing a Personnel System effective August 28, 1989; and

WHEREAS, representatives of the City and representatives of SEIU Local 721 have met and conferred in good faith and have reached tentative agreement on a Memorandum of Understanding attached hereto as Exhibit A and made a part hereof.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Manager is authorized to execute and implement the Memorandum of Understanding with SEIU Local 721. (Exhibit A), which is attached hereto and made a part hereof.

PASSED, APPROVED AND ADOPTED this 9th day of January, 2024.



Trish Kelley
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 9th day of January, 2024, by the following vote of the City Council:

AYES: Bucknum, Goodell, Kelley, Ruesch and Vasquez

NOES: None

ABSENT: None

ATTEST:



Kimberly Schmitt
City Clerk

Tentative Agreement – December 4, 2023

MEMORANDUM OF UNDERSTANDING

CITY OF MISSION VIEJO

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

TERM: JULY 1, 2023 – JUNE 30, 2024

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MEMORANDUM OF UNDERSTANDING

**CITY OF MISSION VIEJO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721**

WHEREAS, in accordance with the provisions of California Government Code Sections 3500 *et seq.* and Resolution 19-31 Employer-Employee Relations Resolution of the City of Mission Viejo, the City's employee representatives have met and conferred in good faith with the representatives of the Service Employees International Union Local 721 (hereinafter sometimes referred to as "SEIU") pertaining to the subject of wages, benefits and conditions of employment; and

WHEREAS, the meetings between SEIU and the City representatives have resulted in an agreement and understanding to recommend that the employees represented by SEIU accept all of the terms and conditions as set forth herein and that the City representatives recommend to the City Council that it adopt by resolution or resolutions the changes and additions to the wages, hours, and conditions of employment for the represented classes.

Unless otherwise specifically provided by the MOU, any modifications to the status quo as of June 30, 2023, shall be effective on the first day of the pay period following City Council approval of this 2023-2024 MOU.

CHAPTER 1 – GENERAL PROVISIONS

Article 1. Recognition

SEIU is the majority representative of employees in the hereinafter listed classes for the purpose of representation on issues of wages, hours, and other terms and conditions of employment and as such majority representative, SEIU is empowered to act on behalf of employees in the Unit.

Article 2. Represented Classes

- A. SEIU represents the following classifications which are included in this Unit:
1. Animal Care Technician – Full-time Equivalent classification
 2. Animal Control Officer – Full-time Equivalent classification
 3. Animal Control Officer Trainee – Full-time Equivalent classification
 4. Animal Services Representative – Full-time Equivalent classification
 5. Kennel Aide – Hourly/Seasonal/Temporary classification
 6. Reserve Animal Control Officer – Hourly/Seasonal/Temporary classification
 7. Reserve Animal Control Officer Trainee – Hourly/Seasonal/Temporary classification
 8. Senior Animal Care Technician – Full-time Equivalent classification
- B. **New Positions.** The City will notify the Union prior to creating new classifications within the Animal Services Department.
- C. **Volunteers.** The City agrees to provide the Union information, upon request, regarding volunteer work in the Animal Services Department and changes thereto.

Article 3. Severability

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU

shall not render invalid the remaining parts hereof.

In the event there is a conflict between this MOU and City personnel policies and/or administrative regulations, this MOU shall prevail. In the event this MOU is silent on an issue covered by a personnel policy and/or administrative regulation, the personnel policy and/or administrative regulation shall apply to MOU covered classifications.

Article 4. Entire Agreement

This MOU supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.

Article 5. Limits on Assignments

An employee may not hold more than one classification within the bargaining unit unless the opportunity to apply for the second classification was posted internally for at least 10 days and interested internal applicants are given the opportunity to apply.

Article 6. Non-Discrimination

It is the policy of the City to provide equal employment opportunity to all job applicants and all employees, and to maintain an environment that is free from discrimination and harassment, including sexual harassment. The City will recruit, hire, train, promote, and otherwise treat employees without regard to race, religion, color, creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex or gender (including sexual harassment, pregnancy, childbirth or related medical conditions), age (40 and older), sexual orientation, gender identity, military or veteran status, genetic characteristics, union membership, or other legally protected class as defined in Title VII and the California Fair Employment and Housing Act ("FEHA"), and any other applicable provisions of federal and/or California law.

Article 7. Job/Class Descriptions and Reclassification

- A. **Job Descriptions.** The City will provide access to employee job descriptions by making them available on the City's website. The duties and responsibilities of each position shall be consistent with the specifications for the job. If the Union or an employee believes that a job description is not currently up to date and accurate, the Union or the employee may inform the employee's immediate supervisor.
- B. **Revised Job Descriptions and Classifications.** The City shall meet and confer with the Union when it is revising existing job descriptions, on items within the scope of representation, and shall provide the Union a draft of the changes under consideration.
- C. **Reclassification.** A Reclassification is the allocation of a position from its present classification to a more appropriate classification, when the duties of the position have materially changed. A reclassification of an employee in the bargaining unit must be to an existing classification in the unit, rather than the creation of a new classification (in which case the new classification shall be filled through a recruitment/promotion process in accordance with Article 6).

In addition to being initiated by management representatives, the Union or an employee, may request that an employee be reclassified, by submitting a Reclassification Analysis Request Form to the Department Director according to the timeline established by the Human Resources Division each year and in accordance with section D below. Forms will be reviewed by either HR or an outside consultant to prepare a written recommendation of findings to the City Manager.

- 1. In evaluating reclassification requests, the City will consider the following: (a) How has the accountability of the position increased; (b) To what degree have the duties become more complex; (c) To what extent are higher-level communication skills required (i.e. to influence,

facilitate, and/or negotiate); (d) Has the level of decision-making become more broad and have a greater impact to the division, department, and/or City; (e) Does the position require more complex and independent problem-solving skills; (f) Why has the position been required to perform these new duties; and (g) Does the City require the position to continue to perform these new duties in order to properly function.

2. The City Manager has ultimate authority to include, or not include, the recommendation in the proposed budget.
- D. **Response to Requests.** The City will respond to requests to determine whether a job description should be updated (as described in section A above), and reclassification requests (as described in section C above), within a reasonable timeframe not to exceed 6 months. If either request is denied, the reasons for such denial shall be given to the employee in writing.
- E. **Quantity of Requests.** Such requests on behalf of employees shall be limited to no more than one job description update request per job classification per year, and one reclassification request per employee per year.

Article 8. Recruitment Procedures

- A. **Recruitment Initiation.** Where reasonable and appropriate, the City will initiate recruitment procedures to fill vacant positions represented by the Union within 90 days from the date of vacancy. The City will inform the Union if the initiation of the recruitment will be delayed for any reason or if any recruitment is terminated for any reason and outline how the duties and responsibilities of the vacant position are to be fulfilled during the vacancy. Should such delays occur, the City shall provide updates on a monthly basis as to the recruitment status.
- B. **Recruitment Procedures.** The City will fill all new or vacant positions using appropriate recruitment procedures based on established City policy.

Article 9. Performance Evaluations

- A. **Timing.** Each employee is eligible for a Performance Evaluation prior to the completion of the initial six (6) months of continuous employment and prior to the completion of the initial twelve (12) months of continuous employment, and annually prior to the employee's anniversary date of employment thereafter.
- B. **Process.** 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 job description. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the employee's personnel file.
- C. **Late Reviews.** If an employee does not receive a written performance evaluation within ninety (90) calendar days past their anniversary date, their overall performance rating shall automatically be deemed to be the same as their last overall performance rating, or Proficient & Competent, whichever is greater. If the employee thereafter receives a performance evaluation with a higher rating, any eligible merit increase shall be granted retroactively to the employee's anniversary date.
- D. **Adjustments.** An employee's review date/anniversary date may be adjusted for any time periods when the employee is on leave without pay or an unauthorized absence.
- E. **Appeals.** An employee may not appeal a performance evaluation. Nothing herein shall restrict an employee from having a written rebuttal attached to a performance evaluation with which the employee disagrees.

CHAPTER 2 – COMPENSATION

Article 10. Salary Ranges

Salary ranges for represented classifications are listed in Appendix A.

Article 11. Merit Increases

For performance evaluations due on and between July 1, 2023 and June 30, 2024, supervisors may recommend the following merit increases:

- Overall Rating of Exemplary – Up to 2.25%
- Overall Rating of Highly Commendable – Up to 1.25%
- Overall Rating of Proficient & Competent – 0%
- Overall In-Development, Improvement Needed, or Unacceptable – 0%

Article 12. COLA

All employees in the bargaining unit at the time the MOU is approved by the City Council shall receive a two and three quarters' percent (2.75%) retroactive increase to their base salary. Retroactivity shall go back to July 1, 2023.

Article 13. Signing Bonus

All employees in the bargaining unit at the time the MOU is approved by the City Council shall receive a one-time lump sum signing bonus of one hundred and fifty dollars (\$150.00), which will be reflected in the employee's January 26, 2024, paycheck.

Article 14. Longevity Pay

- A. **Five Year Recognition.** The City shall provide a one-time \$250 bonus to all employees upon completion of five (5) years of continuous full-time service.
- B. **Ten Year Recognition.** The City shall provide a one-time \$500 bonus to all employees upon completion of ten (10) years of continuous full-time service.
- C. **Fifteen Year Recognition.** The City shall provide a one-time \$750 bonus to all employees upon completion of fifteen (15) years of continuous full-time service.
- D. **Twenty Year Recognition.** The City shall provide a one-time \$1000 bonus to all employees upon completion of twenty (20) years of continuous full-time service.

At the time this agreement is adopted, employees who have more than 10 years of continuous full-time service will receive only the highest longevity step that corresponds to their completed years of service, but will be eligible for future longevity pay (E.g. an employee with 11 years of service will receive the ten-year recognition but not the five-year recognition, and will be eligible for the 15-year recognition).

HST employees are not eligible for the Longevity bonuses. If an HST changes employment category into an FTE employment category, their years of service shall be calculated using the date in which they entered FTE employment with the City. Employees covered under this MOU shall not be eligible for the Service Recognition Program as outlined in Administrative Regulation 511.

Article 15. Overtime Compensation

All non-exempt employees receive overtime pay at the rate of one and one-half (1½) times their base hourly pay rate for work performed in excess of forty (40) hours work in a workweek. The following shall be considered as hours worked for purposes of computing overtime: actual hours worked, Comprehensive Annual Leave, Floating Holiday, Jury Duty Leave, Compensatory Time, Holiday Bank Hours, and Call Back Pay, including travel time. Hours worked on a Holiday are not considered hours

worked for purposes of computing overtime.

Article 16. On-Call Pay

- A. **Compensation Rate.** Effective October 28, 2023, employees will be compensated at the rate of two (2) hours of straight-time compensation for any assignment beginning Monday through Friday; and at the rate of three (3) hours of straight-time compensation for any assignment beginning on either a Saturday or Sunday. Employees will be compensated at four (4) hours of straight-time per assignment when they are assigned consecutive Saturday and Sunday shifts. Pay will be credited to the day in which the first hour of on-call duty is assigned. On-call assignments are for a full shift and pay will not be pro-rated. Any on-call duty shift that includes a City Observed Holiday shall be compensated at six (6) additional hours of straight-time compensation.
- B. **Overtime and Conversion.** Hours that an employee is assigned on-call duty shall not be considered hours worked for the purpose of computing overtime nor comprehensive annual leave. On-call duty pay cannot be converted to compensatory time.
- C. **Rotation.** On-call duty shall, whenever possible, be assigned to employees on a rotating basis. On-call assignments shall be included in work schedules provided to employees pursuant to Article 42.
- D. **Trades.** An employee assigned to on-call duty can trade or relinquish their assignment, when another employee has agreed to accept the on-call duty. In the event an employee may not fulfill their on-call duty assignment due to illness or another valid reason, the department head or designee may assign such duty to another employee.

Article 17. Call Back Pay

A minimum of two (2) hours shall be guaranteed for each Call Back. An employee shall be credited with not more than a single two (2) hour guarantee for work performed during any two (2) consecutive hour period. An employee credited with two (2) hours pursuant to this article may be assigned other work until the guaranteed time has elapsed.

Article 18. Acting Appointment Pay

- A. The base hourly pay rate of an employee in an Acting Appointment shall be increased by five (5%) percent or to the minimum base hourly pay rate of the acting classification, whichever is greater, for the period of the Acting Appointment. However, the salary of an employee in an Acting Appointment shall not exceed the maximum base hourly pay rate of the acting classification and any increase may be less than 5% if necessary to comply with this limitation.
- B. The base hourly pay rate of an employee in an Acting Appointment whose regular classification is subject to the overtime requirements of the Fair Labor Standards Act and whose acting classification is exempt from the overtime requirements of the Fair Labor Standards Act shall be increased by eleven (11%) percent or to the minimum base hourly pay rate of the acting classification, whichever is greater, for the period of the Acting Appointment. However, the salary of an employee in an Acting Appointment shall not exceed the maximum base hourly pay rate of the acting classification and any increase may be less than 11% if necessary to comply with this limitation.

Article 19. Reclassification or Promotion Wage Increase

An employee who is reclassified or promoted to a position which has a maximum base hourly pay rate which is higher than the maximum base hourly pay rate for the employee's current position, will be placed by the City at either the minimum base hourly pay rate for the new classification or at a rate which is 10% higher than the employee's current pay rate, whichever is greater provided that the new rate does not exceed the maximum base hourly pay rate for the new classification.

Article 20. Y-Rate

- A. Y-rate or Y-rated shall be defined as a freezing the employee’s salary at the base hourly pay rate paid prior to the employee being reclassified or demoted. An employee who is reclassified or is demoted to a position which has a lower maximum base hourly pay rate than the maximum base hourly pay rate for the employee’s current position, may be Y-rated in accordance with the following schedule:

<u>Years of Service</u>	<u>Y-Rate Period</u>
After 6 months through year 2	6 months
Beginning year 3 through year 5	1 year
Beginning year 6 through year 10	2 years
Beginning year 11 or more	5 years

- B. If the maximum base hourly pay rate for the new range has not exceeded the employee's base hourly pay rate at the conclusion of the Y-rate period, the employee’s base hourly pay rate will be readjusted to the maximum base hourly pay rate of the new range.

Article 21. Bilingual Pay

- A. As determined by the Animal Services Department Director certain bargaining unit employees may be requested to use bilingual or sign language skills due to the nature of their position, job function, work location, or duties. Determinations will be based on operational and staffing needs of the Department. Final determination and approval of a bilingual skills stipend may not be appealed.
- B. Human Resources will be responsible to select the vendor(s) to administer the bilingual and sign language skills examinations, certify exam results, and determine the effective date of the bilingual skills stipend. The effective date of the bilingual skills stipend shall not be sooner than the beginning of the pay period following the date Human Resources receives the exam results.
- C. Human Resources will contact the designated employee to schedule a proficiency exam within twenty-one (21) calendar days of the approval date.
 - 1. Taking the proficiency exam is compensable time.
 - 2. If the employee does not successfully pass the exam, Human Resources will contact the employee’s manager to advise.
 - 3. Employees who fail the proficiency exam may retake the exam after six (6) months counted from the date Human Resources receives the exam results. Employees cannot retake the exam after failing the exam twice.
- D. FTE Employees will receive a bilingual skills stipend in the amount of \$60 per pay period for demonstrating both written and verbal bilingual skills. HST employees will receive a bilingual skills stipend in the amount of \$30 per pay period for demonstrating both written and verbal bilingual skills. Effective November 20, 2023, the applicable bilingual skills stipend will be paid to employees effective the pay period in which they qualify for such stipend by passing the proficiency exam.
- E. FTE Employees will receive a bilingual skills stipend in the amount of \$40 per pay period for demonstrating only verbal bilingual skills or sign language skills. HST employees will receive a bilingual skills stipend in the amount of \$20 per pay period for demonstrating only verbal bilingual skills or sign language skills. Effective November 20, 2023, the applicable bilingual skills stipend will be paid to employees effective the pay period in which they qualify for such stipend by passing the

proficiency exam.

- F. The bilingual skills stipend shall be prorated for FTE employees who are in a non-pay status for any part of the biweekly pay period for any reason.
 - 1. The pro-rate calculation shall consist of taking the full biweekly stipend amount, dividing it by ten (10) days to establish a daily rate, and multiplying the daily rate by the number of work days in which the employee was on a paid status within the biweekly pay period.
- G. The bilingual skills stipend will not be paid to HST employees that have zero paid hours in the entire pay period.
- H. To the extent permitted by law, this compensation is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 Special Assignment Pay – Bilingual Premium.
- I. Employees are only eligible for one bilingual skills stipend regardless of the amount of different languages they may speak, write, and/or sign.
- J. Employees receiving a bilingual skills stipend are expected to utilize their bilingual skills for any requesting department within the City; not just the Animal Services department.
- K. The City may require employees to keep a log demonstrating that bilingual skills are being utilized.
- L. An employee's ability to receive a bilingual skills stipend is subject to periodic evaluation and retesting as determined by Human Resources.
- M. If an employee receiving a bilingual skills stipend obtains another job classification other than the classification the employee had at the time the bilingual skills stipend was approved, a determination will be made by the Department Director as to whether the employee shall continue to receive the bilingual skills stipend based on the department's needs.
- N. If there are more bilingual employees in the department than are required by the department's needs, Human Resources in coordination with the Department Director, may determine a method whereby qualified employees can receive the bilingual skills stipend on a rotational basis.
- O. An employee who does not receive a bilingual skills stipend will not be required to utilize another language on the job unless there is an emergency that jeopardizes the health or safety of an animal or staff that necessitates the use of the bilingual skill. In the event this occurs, the employee will receive a stipend equivalent to the bilingual skills used for that pay period.

Article 22. Class Comp Study

The City agrees that it will share the results of any total compensation survey or classification study, including all data relevant to positions in the bargaining unit, with the Union, after such study has been completed.

Article 23. Uniforms

- A. **Animal Control Officers.** Animal Control Officers shall be provided uniforms upon hire and then each Fiscal Year as follows:
 - 1. Newly hired Animal Control Officers shall be provided four (4) sets of uniform pants and shirts, one (1) all-weather jacket, and one (1) set of black boots.
 - 2. Each Fiscal Year thereafter, Animal Control Officers shall be issued six (6) pieces of uniform clothing of their choice, and one (1) set of black boots. The standards, type, material and design shall be at the sole discretion of the City.

3. The City shall provide all equipment required for performance of the job. The scope and type of equipment shall be determined by the City. Employees cannot wear or use non-issued personal equipment unless first obtaining written authorization from management.
 4. The City will issue body armor that complies with the relevant industry standard protective requirements to all Animal Control Officers. Officers have the right to opt out of the body armor program by signing the Body Armor Election Form releasing the City of Mission Viejo from future liability. Once issued, body armor will be replaced in accordance with guidelines and protocols established by the manufacture and federal guidelines.
- B. Animal Care Technicians.** Animal Care Technicians (ACT) shall be provided uniforms upon hire and then each Fiscal Year as follows:
1. Newly hired Animal Care Technicians will receive five (5) sets of uniforms which consist of tops and pants approved by the City, as well as one (1) lightweight jacket, one (1) waterproof jacket, and one (1) set of water boots.
 2. Each Fiscal Year thereafter, ACTs with approval of their supervisors as to type shall be issued two (2) sets of uniform clothing of their choice and one (1) pair of non-skid sole shoes.
 3. The City shall provide all equipment required for performance of the job. The scope and type of equipment shall be determined by the City. Employees cannot wear or use non-issued personal equipment unless first obtaining written authorization from management.
- C. Animal Service Representatives.** Animal Service Representatives are required to conform to the established dress standards without a need for a uniform, but may also request and shall be provided Animal Services Logo items uniform as follows:
1. Newly hired Animal Service Representatives will receive five (5) Animal Services Logo shirts, and either a sweater, vest or office appropriate jacket.
 2. Each Fiscal Year thereafter, upon request, Animal Service Representatives shall be provided with five (5) Animal Services Logo shirts, and either a sweater, vest or office appropriate jacket.
 3. Employees cannot wear or use non-issued personal equipment unless first obtaining written authorization from management.
- D. Other Employees.** To the extent the City requires other employees in the bargaining unit to wear a uniform, it shall likewise provide uniforms upon hire and each fiscal year consistently with sections A through C above.

Article 24. Technology Stipend

All employees who are required to use their personal technology and equipment in the normal course of their duties shall receive a monthly technology stipend of \$60.00 for costs related to the use of internet, personal printer, scanner, fax, and phone.

Article 25. Vehicle Usage and Mileage Reimbursement

- A. **Pool Car.** Employees are required to utilize the "pool" car whenever possible and to check on its availability prior to any private vehicle usage. If the "pool" car is unavailable and the employee's task cannot be postponed, the employee may utilize their private vehicle for the conduct of City.
- B. **Mileage.** Employees who are required by a supervisor to use their personal vehicle for City business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Article 26. Conferences and Seminars

The City recognizes the value to be obtained from having employees attend management-approved job-related conferences and seminars and will strive to allocate opportunities to attend conferences and seminars on an equitable basis to interested employees.

In the event the City does not pay for approved costs directly, employees will receive reimbursement for approved costs as outlined in the City's Administrative Regulations. Specifically, expense reports must be submitted within 10 working days of an expense being incurred, accompanied by receipts documenting each expense. Itemized receipts, in addition to any credit card receipts are part of the necessary documentation. All required documentation is to be submitted to Administrative Services for approval. Administrative Services will send the expense report to the Department Director, and City Manager for approval and process the payment request. Payment will be processed through accounts payable with the weekly pay cycle ending each Wednesday with payments issued each Friday. Once Administrative Services receives all proper documentation, the payment will be issued within 2 to 3 weeks.

CHAPTER 3 – BENEFITS**Article 27. Tiers for Fixed Monthly Employer Contribution Towards Benefits**

- A. The Fixed Monthly Employer Contribution is provided per a tiered structure based on date of hire, full-time equivalency, and medical plan enrollment. There are two (2) tiers available as follows:
1. Tier 2 – An employee who became eligible for City-sponsored medical benefits before December 3, 2007, is eligible to participate in Tier 2.
 2. Tier 4 – An employee who becomes eligible for City-sponsored medical benefits on or after December 3, 2007, shall be enrolled in Tier 4.
- B. For the period of July 1, 2023 through December 31, 2023, each employee who elects medical benefits will receive the following fixed monthly employer contribution:

FULL-TIME EQUIVALENCY (FTE)	TIER 4 MEDICAL PLAN ENROLLMENT LEVEL		
	Employee Only	Employee + 1	Employee + 2 or More
1.000 (40 hrs/wk)	\$1,120.00	\$1,843.00	\$2,050.00
.750 to .999 (30 – 39 hrs/wk)	\$840.00	\$1,382.25	\$1,537.50
.500 to .749 (20 – 29 hrs/wk)	\$840.00	\$1,382.25	\$1,537.50

FULL-TIME EQUIVALENCY (FTE)	TIER 2 MEDICAL PLAN ENROLLMENT LEVEL		
	Employee Only	Employee + 1	Employee + 2 or More
1.000 (40 hrs/wk)	\$975.00	\$1,062.00	\$1,264.00
.750 to .999 (30 – 39 hrs/wk)	\$731.25	\$796.50	\$948.00
.500 to .749 (20 – 29 hrs/wk)	\$487.50	\$531.00	\$632.00

- C. Effective January 1, 2024, each employee who elects medical benefits will receive the following fixed monthly employer contribution:

FULL-TIME EQUIVALENCY (FTE)	TIER 4 MEDICAL PLAN ENROLLMENT LEVEL		
	Employee Only	Employee + 1	Employee + 2 or More
1.000 (40 hrs/wk)	\$1,269.00	\$2,141.00	\$2,437.00
.500 to .999 (20 – 39 hrs/wk)	\$951.75	\$1,605.75	\$1,827.75

FULL-TIME EQUIVALENCY (FTE)	TIER 2 MEDICAL PLAN ENROLLMENT LEVEL		
	Employee Only	Employee + 1	Employee + 2 or More
1.000 (40 hrs/wk)	\$975.00	\$1,062.00	\$1,264.00
.750 to .999 (30 – 39 hrs/wk)	\$731.25	\$796.50	\$948.00
.500 to .749 (20 – 29 hrs/wk)	\$487.50	\$531.00	\$632.00

- D. For the period of July 1, 2023 through June 30, 2024, each FTE employee who elects to Opt Out of CalPERS Health will receive a Monthly Opt Out Contribution as follows:

FULL-TIME EQUIVALENCY (FTE)	TIER 4 MONTHLY CONTRIBUTION	TIER 2 MONTHLY CONTRIBUTION
1.000 (40 hrs/wk)	\$450.00	\$750.00
.750 to .999 (30 – 39 hrs/wk)	\$312.50	\$512.50
.500 to .749 (20 – 29 hrs/wk)	\$175.00	\$275.00

- E. To the extent that the cost of the employee's benefit plan elections exceeds the allocable Monthly Flex Contribution, the balance will be deducted from the employee's City compensation through the Cafeteria Plan on a pre-tax basis.
- F. An Hourly/Seasonal/Temporary (HST) employee is not eligible to enroll into any benefit plan other than medical insurance. Therefore, the Monthly Flex Contribution that exceeds the cost of the employee's elected CalPERS Health option will be provided as taxable cash back subject to the 50% reduction.
- G. An Hourly/Seasonal/Temporary (HST) employee is not eligible to receive the above referenced Monthly Opt Out Contribution.

Article 28. CalPERS Retirement

- A. The City contracts with CalPERS for retirement benefits.
- B. For "Classic Member" Employees hired by the City on or prior to July 8, 2011:
1. Retirement Formula: 2.7% @ 55 retirement formula set forth in California Government Code Section 21354.5.
 2. Single Highest Year Final Compensation: Per Government Code Section 20042.
 3. Payment of Member Contribution: Classic Members in this formula pay eight percent (8%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
 4. Cost Sharing: Classic Members in this formula are also responsible for paying an additional pension contribution of one and a half percent (1.5%) as cost sharing in accordance with Government Code section 20516(a).
- C. For "Classic Member" employees hired by the City on or after July 9, 2011:
1. Retirement Formula: 2% @ 60 retirement formula set forth in California Government Code Section 21353.
 2. Three Year Final Compensation: Per Government Code Section 20037.
 3. Payment of Member Contribution: Classic Members in this formula pay seven percent (7%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
 4. Cost Sharing: Classic Members in this formula are also responsible for paying an additional pension contribution of one and a half percent (1.5%) as cost sharing in accordance with Government Code section 20516(a).

- D. Individuals first employed by the City on or after January 1, 2013 who are defined as “new members” by the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the CalPERS 2% @ 62 plan for Local Miscellaneous members.
1. The employee is responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction.
 2. Effective the pay period including July 1, 2022, the employee contribution is 7%.
 3. Effective the pay period including July 1, 2023, the employee contribution is 7.5%.
 4. This amount will be determined by CalPERS in the future based on their annual valuation.
 5. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
 6. This plan provides retirement benefits based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of the employee’s retirement or as designated by the employee in accordance with Government Code Section 7522.32(a).
- E. The following list of optional benefits is listed here in the MOU for the convenience of the parties to reflect what is currently in the City’s contract with CalPERS.
1. 1959 Survivor’s Benefit: The City’s contract with CalPERS provides Level 3 coverage under the 1959 Survivor’s Benefit per Government Code section 21573. Employees pay the employee premium for this benefit.
 2. Pre-Retirement Option 2W Benefit: The City’s contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
 3. Military Service Credit: The City’s contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
 4. Cost of Living Allowance: The City’s contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.

Article 29. Omnibus Budget Reconciliation Act (OBRA)

Per the Omnibus Budget Reconciliation Act of 1990 (OBRA) the City contracts with Nationwide to provide an alternative retirement plan in lieu of paying and withholding Social Security/FICA taxes for employees that participate in such plans. HST employees that do not meet CalPERS member eligibility rules are required to participate in the OBRA Plan administered by Nationwide. Participants must contribute 7.5% of their total (gross) compensation to the OBRA Plan. Payroll automatically deducts the required contribution from the employee’s gross compensation and transfers the employee’s contribution to Nationwide to invest in a fixed-return annuity issued by Nationwide Life Insurance Company.

Article 30. Employee Life Insurance

The City will provide group-term life insurance coverage for each FTE employee in the unit and pay the required premiums. The amount is equal to two (2) times the member’s annual basic earnings up to a maximum of \$350,000. HST employees in the unit do not receive and cannot purchase City group-term life insurance.

Article 31. Short-Term / Long-Term Disability Insurance

- A. The City provides both a short-term and long-term disability insurance plan to each FTE employee in the unit, who, due to a non-work-related medical condition, qualifies for benefits under the plan.
- B. Eligibility for benefits is subject to the requirements and approval of the STD/LTD insurance carrier. Any disputes regarding eligibility for benefits shall be dealt with between the employee and the carrier.
- C. FTE employees may use accrued paid leaves to supplement payments received by the disability

carrier. However, employees may not receive more than 100% of their gross basic earnings.

- D. HST employees in the unit are not eligible to participate in or purchase either a short- or long-term disability plan.
- E. In the event the employee is eligible for FMLA/CFRA leave, STD/LTD leave shall run concurrently with FMLA/CFRA leave.

Article 32. Deferred Compensation

If an FTE employee voluntarily elects to contribute towards a 457(b) deferred compensation account, the City will match those contributions up to \$150 per month. This amount will not be prorated based on the employee's full-time equivalency. The City contribution shall be made into a 401(a) account.

Article 33. Supplemental Health Account for Retired Employees (SHARE)

- A. No contributions will be made during the eligible employee's first year of service with the City after the effective date of the Plan. However, the first year of service for the eligible employee will count towards the 15 years of service requirement. Contributions to the Plan will commence for an employee beginning with the first pay period that occurs after the eligible employee's completion of one year of service with the City, after the effective date of the Plan.
- B. Eligible employees will be required to contribute 1.5% of their base weekly earnings. Deductions will be pre-tax and will be taken from each paycheck. The City contribution will be \$100 per month (\$50 per pay period for 24 pay periods) for full-time employees, \$75 per month (\$37.50 per pay period for 24 pay periods) for full-time equivalents of .750 to .999, and \$50 per month (\$25 per pay period for 24 pay periods) for full-time equivalents of .500 to .749, after the completion of the waiting period. HST employees are not eligible to participate in the SHARE plan.

CHAPTER 4 – LEAVES OF ABSENCE

Article 34. Comprehensive Annual Leave for FTE Employees

- A. **ELIGIBILITY:** FTE employees accrue Comprehensive Annual Leave credits from the first day of work.
- B. **ACCRUAL RATE:** Full-time FLSA non-exempt employees earn Comprehensive Annual Leave credits in accordance with the following schedule:

Years of Service	Approximate Accruals per Pay Period	Annual Accrual
1 st day of work through year 1	5.846 hours	19 days
Beginning year 2	6.461 hours	21 days
Beginning year 3	7.076 hours	23 days
Beginning year 5	7.692 hours	25 days
Beginning year 7	8.307 hours	27 days
Beginning year 10 and thereafter	9.230 hours	30 days

- C. **PRORATE:** Part-time FLSA non-exempt employees earn Comprehensive Annual Leave credits on a pro-rated basis based upon their full-time equivalency. Full-time FLSA non-exempt employees who are paid for less than eighty (80) hours in a pay period will earn Comprehensive Annual Leave credits on a pro-rated basis for that pay period.
- D. **USE:**
1. Employees are expected to schedule Comprehensive Annual Leave time off in advance with their supervisor. When possible, employees shall submit in writing at least 14 calendar days prior to the first date requested off for planned use of Comprehensive Annual Leave. The employee will only be required to provide the general category of leave (e.g., Vacation, sick leave, family sick leave, or doctor's appointment).
 2. Supervisors shall respond within five (5) calendar days to such advance Comprehensive Annual Leave requests. The Comprehensive Annual Leave request shall be deemed approved if the supervisor does not respond within the five (5) days, provided the employee has the accrued Comprehensive Annual Leave time to cover the requested time off.
 3. An employee may request Comprehensive Annual Leave time off on an unscheduled basis by requesting the time off from the supervisor in charge within the fifteen minutes prior to the start of their scheduled start time.
- E. **MAXIMUM ACCRUAL:** At any given time, an employee may not have a credit balance of more than three times (3x) their annual accrual rate.
- F. **MINIMUM CHARGE:** The minimum charge to Comprehensive Annual Leave credits is one half (1/2) hour.
- G. **LEAVE OF ABSENCE WITHOUT PAY:** An employee who is on a Leave of Absence Without Pay will not accrue Comprehensive Annual Leave credits.
- H. **TERMINATION PAY-OFF:** All accrued Comprehensive Annual Leave credits will be paid at the employee's base hourly pay rate at the time of termination, death, retirement, or resignation from a full-time equivalent position.
- I. **COMPREHENSIVE ANNUAL LEAVE (CAL) BUY-BACK.**

1. CAL buy-back elections are irrevocable and cannot be changed once election has been made. An election will be deemed final on December 31st of each election year ("Election Year") and will be implemented through payouts of the buy-back amount in the next calendar year ("Payout Year"). The employee cannot convert the buy-back hours to CAL time used at a later time.
2. To be eligible for CAL buy-back, an employee: (a) at time of election, must have a minimum remaining balance of at least one hundred eighty (180) hours of CAL leave; and (b) must have taken, in the Election Year, a minimum of eighty (80) hours of CAL leave; including no less than forty (40) hours of CAL leave over five (5) consecutive business days.
3. The irrevocable election shall be to buy-back CAL which will be earned in the next calendar year, in compliance with IRS constructive receipt rules. The maximum buy-back for an employee for any calendar year election shall not exceed an employee's maximum annual accrual. In any case, the maximum buy-back election shall not exceed 240 hours for a FLSA non-exempt employee.
4. An employee who is electing a CAL buy-back may choose to receive the amount covered by the buy-back election in cash, or in the form of contributions to the employee's account under the City's 457(b) plan(s), or a combination of both. (Any amounts that cannot be contributed under the employee's election to the 457(b) plan because of the tax laws governing that plan will be paid to the employee in cash.)
5. Disbursements of buy-back elections will be processed for payment only after buy-back CAL has been earned in the next calendar year and within thirty (30) days from the date the disbursement request is submitted to the Payroll Division.
6. If a disbursement request is not received from the employee by the Payroll Division, the buy-back CAL election will be distributed in cash on the last paycheck in December of the Payout Year.
7. For part-time employees, the eligibility requirements outlined above will be prorated based on the part-time employee's full-time equivalent (FTE).

Article 35. Compensatory Time Off

- A. A non-exempt employee shall be paid for overtime work hours unless both the employee and the department head agree, in writing and prior to the performance of the specific overtime work at issue, to convert the overtime work hours to compensatory time. A non-exempt employee may request that approved overtime work hours be converted to compensatory time. The employee's department head shall approve or deny the request to convert overtime hours to compensatory time.
- B. An employee may not have more than two hundred forty (240) hours of compensatory time at any given time. A non-exempt employee who has two hundred forty (240) hours of compensatory time must be paid for any overtime work hours.
- C. Overtime work hours, which are approved for conversion to compensatory time, shall be converted at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked.
- D. USE: If an employee provides reasonable notice of a request to use compensatory time off, it shall be granted unless to grant it will be unduly disruptive to the City's operations.
- E. All accumulated compensatory time will be paid at the time of termination, death, retirement, or

resignation from a full-time equivalent position.

Article 36. Paid Sick Leave

- A. **Eligibility.** Paid sick leave accrual and use shall only apply to HST employees.

- B. **Accrual.** Employees are eligible to accrue paid sick leave beginning with their first day of employment. Employees accrue paid sick leave at the rate of one (1) hour for every thirty (30) hours of work, subject to the maximum balance limitations. The accrual shall be adjusted by the Payroll Division to ensure the employee has accrued no less than 24 hours of sick leave by the 120th calendar day of employment and accrued no less than 40 hours of sick leave by the 200th calendar day of employment. Unused accrued paid sick leave hours will carry over from one year to the next. Employees may not have a paid sick leave balance of more than eighty (80) hours. If an employee reaches this cap, no further paid sick leave hours will accrue until the employee falls below the cap.

- C. **Use of Paid Sick Leave.** Employees may use accrued paid sick leave hours beginning with their 90th day of employment with the City. Length of employment shall be measured using the employee's hire date. An employee may not use paid sick leave hours before they are accrued. The minimum charge to paid sick leave is one half (1/2) hour. An employee may submit an oral or written request to receive paid sick leave for any purpose allowed by the California Healthy Workplaces, Healthy Families Act.

- D. **Employee Notification Obligations.** If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice. In an urgent or emergency situation, an employee may request to use Paid Sick Leave on an unscheduled basis by calling, emailing, or texting their supervisor within fifteen (15) minutes prior to the employee's scheduled start time.

- E. **Separation from Employment.** Any accrued paid sick leave hours that are not used prior to the employee's last day of employment are lost at the time of resignation, termination, retirement, layoff, or other separation from employment. If an employee is rehired within one (1) year of the date of separation, any lost paid sick leave hours will be reinstated and available for the rehired employee to use. The employee shall not be required to wait 90 days from their rehire date before paid sick leave hours can be used.

- F. **Employee Change of Employment Category.** If an employee is hired into a full-time equivalent (FTE) position with the City, the employee shall be entitled to retain their paid sick leave balance. However, accrual will stop on the last day of employment as an hourly/seasonal/temporary employee. As an FTE employee, the employee shall be able to use paid sick leave in the same manner in which they are eligible to use Comprehensive Annual Leave (CAL). The employee shall exhaust their paid sick leave balance prior to using their CAL.

Article 37. Holidays

- A. **Eligibility.** This article applies to full-time and part-time full-time equivalent (FTE) employees and does not apply to hourly/seasonal/temporary job classifications, unless otherwise noted.

- B. **Recognized Holidays.** The City recognizes the following holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day

7. Veteran's Day
8. Thanksgiving Day
9. Family Day
10. Christmas Day

C. Holiday Bank.

1. Holiday Bank Hours shall be given for each City recognized holiday listed in this Article. Part-time employees shall be credited Holiday Bank Hours on a pro-rated basis based upon their full-time equivalency as of January 1st each year.
2. The hours shall be credited to the employee's Holiday Bank at the beginning of each calendar year in lieu of earning the paid holidays as they occur.
3. If the employee's FTE increases after January 1st, the employee's Holiday Bank shall be credited additional Holiday Bank Hours for any recognized holiday in the future based on the employee's new FTE. The credit shall be processed on the beginning of the pay period after the effective date of the FTE increase.
4. If the employee's FTE decreases after January 1st, the employee's Holiday Bank Hours shall be deducted Holiday Bank Hours for any recognized holiday in the future based on the employee's new FTE. The deduction shall be processed on the beginning of the pay period after the effective date of the FTE increase.
5. Holiday Bank Hours may not be carried over from one (1) calendar year to the next. If an employee has any Holiday Bank Hours remaining at the end of the calendar year. Unused Holiday Bank Hours will be paid off on the last pay period of each year.
6. Holiday Bank Hours used are considered hours worked for purposes of computing overtime.
7. Unused Holiday Bank Hours will not be paid to the employee upon termination of employment.

D. Employees Who Work on a Holiday. Employees who work on a City observed holiday shall be paid at time and one-half for all hours actually worked. Employees are expected to work their entire scheduled shift on a holiday. The City will use its best efforts, to grant each employee qualifying for paid holidays at least one (1) of the following three (3) holidays off: Thanksgiving, Christmas Day, the following New Year's Day. If the City is unable (despite best efforts) to grant an employee one of these three holidays, that decision is not subject to the grievance procedure.

E. Floating Holiday. A personal Floating Holiday will be credited to all eligible employees annually on January 1st. Employees hired after January 1st will be credited with the Floating Holiday hours on their new hire date. Unused Floating Holiday hours will be paid to the employee upon termination of employment.

Article 38. Bereavement Leave

- A. Employees will be entitled to up to five days of unpaid bereavement leave for a qualifying family member. Qualifying family members include a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Section 12945.2 of the California Government Code.
- B. The days of bereavement leave need not be consecutive. The bereavement leave shall be completed within three months of the date of death of the family member.
- C. The City shall maintain the confidentiality of any employee requesting leave under this section. In the event the City requires documentation of death, any documentation provided shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as

necessary, or as required by law.

- D. The employee may choose to use Comprehensive Annual Leave, Paid Sick Leave, Compensatory Time Off, or Holiday Bank to which they are otherwise entitled during the designated bereavement leave.

Article 39. Extended Leaves of Absence.

A. Parenthood Leave of Absence.

1. An active employee shall be granted, upon request, an unpaid parenthood leave of up to twelve weeks per rolling 12-month period, for the purpose of bonding with an adopted or foster child or to bond with a newborn, if the employee meets the following conditions:
 - (a) The requested Leave is commenced within one (1) year after the date of birth or placement for foster or adoption of the child.
 - (b) The employee has worked at least 1,040 hours in the 12-months prior to the beginning of the leave.
2. Employees are not required to take the leave continuously, but in no event can the employee take the leave after one (1) year of the birth or adoption of the child, nor shall the employee have a right to greater than a total twelve (12) weeks of leave per rolling 12-month period.
3. The City shall continue to pay its full designated fixed monthly employer contribution toward health and welfare benefits and employer paid life insurance and disability insurance premiums for the employee and any dependents for the duration of the Parenthood Leave.
4. Comprehensive Annual Leave and seniority will continue to accrue while an employee is on an approved Parenthood Leave.
5. After a Parenthood Leave, the employee will be returned to the same or comparable position. If the same position is no longer available, the employee will be offered a position that is comparable in terms of pay, location, job content, and promotional opportunities unless a comparable position does not exist.

B. Medical Leave of Absence.

1. An employee shall be permitted to request a City of Mission Viejo Temporary Leave of Absence for medical reasons for up to four (4) months per medically verifiable temporary disability within a 12-month period.
2. To be eligible for such leave:
 - a. The employee must have worked at least 1,040 hours in the 12-months prior to the beginning of the leave.
 - b. All accrued leaves (including CAL and compensatory time) will be applied toward the absence.
3. The City shall continue to pay its full designated fixed monthly employer contribution toward health and welfare benefits and employer paid life insurance and disability insurance premiums for the employee and any dependents for up to four (4) months for an employee on a designated Temporary Leave of Absence for medical reasons.
4. Comprehensive Annual Leave and seniority will continue to accrue while an employee is on an approved Temporary Leave of Absence for medical reasons.
5. If the employee is unable to return to work at the completion of the Temporary Leave of Absence for medical reasons, the employee may request a Temporary Leave of Absence for personal reasons as outlined below.

C. Personal Leave of Absence.

1. An employee shall be permitted to request a City of Mission Viejo Temporary Leave of Absence for personal reasons for up to ninety (90) days.

2. To be eligible for such leave:
 - a. The employee must have completed at least one (1) year of continuous service and worked at least 1,040 hours in the 12-months prior to the beginning of the leave.
 - b. All accrued leaves (including CAL and compensatory time) will be applied toward the absence.
3. The initial approval and any subsequent extensions of a Temporary Leave of Absence for personal reasons will be at the sole discretion of the City Manager, or a designee.
4. The City shall prorate its designated fixed monthly employer contribution toward health and welfare benefits for any periods designated as Leave Without Pay (periods in which the employee is not working, not using CAL or other form of paid leave, and not using leave designated as FMLA, CFRA, PDL, Military leave, or other lawful leave reasons) while an employee is on designated Temporary Leave of Absence for personal reasons.
5. An employee who is granted a Temporary Leave of Absence for personal reasons will be returned to their previous position or an equivalent position at the discretion of the City Manager, or a designee, provided that such a position is available at or near the time the employee is scheduled to return.

CHAPTER 5 – WORKING CONDITIONS

Article 40. Workweek

The workweek for all members of the unit shall be 168 regularly recurring hours. The workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

Article 41. Pay Periods and Pay Days

A pay period is a fourteen (14) day period comprised of two workweeks. Payday is the first Friday following the completion of a pay period. If a payday falls on a holiday, payday will be the last working day for the City prior to the holiday.

Article 42. Schedule and Schedule Changes

- A. **Advance Notice of Schedule.** The City will notify employees of their quarterly (three month) schedule at least fourteen (14) calendar days prior to the start of the first month of the quarter.

- B. **Regular Work Schedules.** The basic work schedule for FTE employees shall be forty (40) hours and shall consist of either four days of work for 10 hours each day (4/10 schedule) or five days of work for 8 hours each day (5/8 schedule). In the event the Department establishes any schedule with two weekend days off, such schedule will be assigned by seniority basis or rotated among employees in the applicable classification, unless assignment of the schedule is based on a specific operational need that will be shared with the Union upon request.

- C. **Trading Days.** An employee may request to trade their days of work for another employee's days of work provided both employees work in the same classification, the days traded are within the same workweek, and both employees receive pre-approval from their supervisor. Supervisor approval must be in writing and provided prior to the start of the shift to be traded.

- D. **Schedule Changes.**
 - 1. The City shall provide a minimum 14-day notice to an employee of a schedule change intended to be permanent at the time it is made.
 - 2. Consistent with the City Rights Article, it is understood that the continuation of the structured 4/10 and 5/8 work schedules shall be the sole responsibility of the City, consistent with the needs of the communities in which Animal Services serves. Concurrent with its obligations under the Meyers-Miliias-Brown Act, the City and the Union will meet to confer at any time prior to any change, revision, or elimination of the structured 4/10 and/or 5/8 work schedules. Failure to reach agreement on any change, revision, or elimination of the structured 4/10 or 5/8 work schedules shall not preclude the City from implementation during the term of this Memorandum of Understanding.
 - 3. The City shall generally give seven (7) days' notice of temporary schedule changes, and as much notice as practical under the circumstances for changes due to an unforeseen reason (e.g., an unforeseen illness or injury causing an employee to be absent).

Article 43. Attendance, Absences, and Tardiness

- A. **Absences.** If an employee cannot report to work for any reason, the employee shall contact their immediate supervisor no later than 30 minutes after the commencement of their assigned shift. Employees shall contact their immediate supervisor via phone call or text message. The employee must notify their immediate supervisor why they will not be able to report to work and when they believe they expect to be able to return to work. If the employee's immediate supervisor is unavailable the employee shall contact the next available lead, supervisor or manager until someone

is reached and the employee receives a written or verbal confirmation of receipt of the employee's notice. An employee who fails to report their absence within the prescribed timeframe the absence may not be compensated or charged to Comprehensive Annual Leave.

- B. **Tardiness.** Employees must notify their immediate supervisor, in advanced when possible, but in no case later than 15 minutes after the commencement of their assigned shift, if the employee is unable to report to work within 15 minutes of the commencement of their assigned shift. Employees shall contact their immediate supervisor via phone call or text message.
- C. **Leaving Early.** An employee who needs to leave early during their assigned shift must obtain approval from their direct supervisor should they be on duty. If their direct supervisor is not on duty they shall obtain approval from the supervisor or lead listed on the watch list. The employee shall email their direct supervisor with the time they went off duty for a particular day. If the employee obtained approval from someone other than their direct supervisor, the employee shall 'CC' whomever authorized the early departure and articulate that in the body of the email.

Article 44. Meal Periods for Animal Control Officers

Animal Control Officers will be scheduled for a thirty (30) minute paid meal period to be taken between the 4th and 7th hour of a ten-hour shift, or the 4th and 6th hour of an eight-hour shift, as set forth on the daily watch list. If an Animal Control Officer is unable to take their assigned meal period during the assigned time due to service calls, the Officer shall attempt to take their assigned meal period at the next available time and note in their daily log the reason why the meal period was unable to be taken during the assigned time and/or the supervisor or lead that approved the modification.

Article 45. Meal Periods for other Animal Services Center Non-Exempt Staff

Non-exempt employees working a minimum of six (6) hours per day at the Animal Services Center will be scheduled for a thirty (30) minute unpaid meal period to be taken between the 4th and 6th hours of an 8-hour shift and normally must be staggered among employees in the same classification to ensure at least one employee in the classification is working at all times. Meal periods can only be modified with prior consent from supervision or leads. The Animal Services Manager, or designee may, at their discretion, schedule meal periods for non-exempt employees working less than six (6) hours per day.

Article 46. Breaks

Breaks not to exceed fifteen (15) minutes may be taken in approximately the middle of each four (4) hours of scheduled work. An employee may not accumulate breaks to be taken at a later time. Unused breaks may not be used to make up tardiness or to shorten the workday of an employee.

Article 47. Probation Period

- A. **INITIAL PROBATION.** Employees not currently serving in an FTE position who are appointed to an FTE position will serve a probationary period for twelve (12) months from the date of appointment to the new classification. During this period, the Animal Services Director, supervisor, and the employee will have an opportunity to determine whether continued employment is appropriate.
 - 1. The Director of Animal Services can terminate the employment relationship of a probationary employee at any time during the probation period, by releasing the probationary employee.
 - 2. A probationary employee is not vested with any employment rights and is not eligible for any due process rights under the City's Discipline procedure.
 - 3. If a probationary employee is released from employment, the employee shall be notified of their release in writing.

4. The employee's initial probation period shall be extended the same number of calendar days in which a probationary employee experiences a leave of absence without pay or any leave designated under the FMLA, CFRA, and/or the City's Temporary Leave options.
5. The Director of Animal Services may affect the status of a probationary employee, during the probationary period, as follows:
 - Recommend the release of the probationary employee from employment; or
 - Extend the length of the probationary period; or
 - Allow the probationary period to expire resulting in the probationary employee becoming a regular employee at the end of the probationary period.
6. Each employee is eligible for a Performance Evaluation prior to the completion of the initial six (6) months of continuous employment and prior to the completion of the initial twelve (12) months of continuous employment, assessing the employee's status towards completion of the probationary period.
7. Extension of Probation. An employee's probationary period may be extended for an additional time period up to a maximum of three (3) months upon determination by the department head that additional time is necessary to properly evaluate the employee. Written notification shall be provided to the employee and Union of such an extension. Unfavorable feedback given during the probationary period is expected to set forth clear standards of remediation and set forth a reasonable time for improvement.

B. PROMOTIONAL EMPLOYEE PROBATION. A regular employee who is serving in an FTE position and is promoted into another FTE position shall serve a six (6) month promotional probation period. If an employee is promoted while serving in their initial probationary period, the employee shall serve a twelve (12) month promotional probation period.

1. The Director of Administrative Services can terminate the employment relationship of a promotional probationary employee at any time during the promotional probation period, by releasing the promotional probationary employee.
2. A regular employee who accepts a promotion relinquishes their status as a regular employee.
3. A promotional probationary employee is not vested with any employment rights and is not eligible for any rights under the City's Discipline procedure.
4. The employee's promotional probation period shall be extended the same number of calendar days in which a promotional probationary employee experiences a leave of absence without pay or any leave designated under the FMLA, CFRA, and/or the City's Temporary Leave options.
5. A promoted employee is eligible for a Performance Evaluation at or near the completion of the initial three (3) months of continuous employment in their new position, assessing the employee's status towards completion of the probationary period.
6. An unacceptable or improvement needed evaluation rating during the probationary period shall set forth expectations and reasonable time for improvement.
7. In the event an employee fails their promotional probation, the employee shall have the right to return to their former position if the City has not extended a conditional offer of employment to an applicant.
8. Should the employee return to their former position as described above, the employee shall be returned with the same seniority and at the commensurate salary they would have received had there been no interruption in length of service.

Article 48. Computer Equipment

The City shall make available to all employees a desktop computer, laptop, or tablet, equipped with a webcam and speakers, for use while performing the employee's job duties.

Article 49. Personnel Files

- A. An employee, or Union with the written consent of the employee, may inspect and/or request a copy of the employee's personnel file, within 30 calendars days of a written request.
- B. No derogatory information shall be placed into the personnel file unless a copy has been provided to the employee and they have been given an opportunity to respond.
- C. Employee personnel files and the information therein shall be held in strict confidence by the City and shall be subject to inspection only by officials of the City acting on official City business or otherwise as required by law.

Article 50. Layoff and Seniority

- A. **Notification.** Regular employees to be laid off shall be given, whenever possible, at least forty-five (45) days written notice of layoff.
- B. **Order of Layoff.** In cases where there are two (2) or more Regular employees, City wide, in the class from which the layoff is to be made, such employees shall be laid off on the basis of performance and seniority. Performance shall be the primary criteria for order of layoff. Performance shall be based on a Regular employee's last performance evaluation in the class, providing such performance evaluation has been on file at least six (6) months prior to layoff and not longer than twenty-four (24) months prior to layoff. Layoffs based on performance shall occur in the following order of "Overall Performance Rating":
 - 1. First, employees having ratings of "unacceptable";
 - 2. Second, employees having ratings of "needs improvement";
 - 3. Third, employees having ratings of "proficient and competent;" and
 - 4. Finally, employees having ratings of "highly commendable."

Employees within each rating category shall be laid off in inverse order of seniority in classification. In the event there are Regular employees in the class who do not have a qualifying performance evaluation, performance shall not be considered in the layoff for that class and the layoff shall occur solely based on the inverse order of seniority in classification.

- C. **Vacancy, Transfer, and Demotion.** Except as otherwise provided, whenever a position is abolished, the City shall first attempt to transfer a Regular employee to a vacancy, if any, in a class with the same maximum pay rate for which the Regular employee is qualified or demote a Regular employee to a vacancy, if any, in a lower class for which the Regular employee is qualified.
- D. **Employment Status.** A Regular Employee shall not be laid off from a class if there are any Probationary or Promotional Probationary employees still working in that job classification.
- E. **Re-Employment List.** The names of persons laid off or demoted shall be entered upon a re-employment list. Lists from different departments or from different times for the same classification shall be combined into a single list. The name at the top of the list shall be the person most recently laid off. The City shall use such list when a vacancy arises in the same class or a lower class in the same class series before certification is made from an eligible list. Re-employment shall first be offered to the person whose name appears at the top of the re-employment list.

- F. **Duration of Re-Employment List.** Names of persons laid off shall be carried on a re-employment list for one (1) year, except that persons appointed to positions of the same salary level as that from which laid off, shall, upon such appointment, be dropped from the list. Persons who refuse re-employment shall be dropped from the list. Persons re-employed in a lower class or on a temporary basis shall be continued on the list for the higher position for the remainder of the one (1) year period.

CHAPTER 6: UNION RIGHTS AND RESPONSIBILITIES

Article 51. Payroll Deduction

- A. The City agrees to deduct all authorized initiation fees, periodic dues, and special assessments from bargaining unit employees who have signed a deduction authorization card or cards in accordance with California Government Code §§ 1157.3, 1157.10 & 1157.12. Employees may also make voluntary contributions to the Union's registered political action committees (known as "COPE"). The City shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.
- B. The Union will provide an initial written notice informing the City of the amount of such deductions and purpose (i.e. member dues, agency fee, charitable contribution, COPE deductions), and inform the City of any changes to such deductions at least 15 days prior to the end of the applicable payroll period.
- C. Once initiated, dues deduction shall continue according to the terms of the authorizations, and deduction of any authorized fees, dues, assessments, or contributions shall continue until the Union informs the City that the authorization has been validly revoked, according to the terms of the authorization. If the City receives any request from a bargaining unit employee to revoke or change an authorized deduction, the City must direct the request to SEIU.
- D. SEIU need not provide an employer with a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- E. SEIU shall indemnify and hold harmless the City, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.
- F. To carry out this Article, each pay period the City shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to the SEIU Worksite Organizer and to dues@seiu721.org within five (5) business days of each payday.
- G. Each pay period, the Union shall provide the City with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts. This shall be due to the City no later than the pay period end date of each pay period.
- H. The City shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The City shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

Article 52. New Employees and Employee Information

- A. The City will provide a packet of information to all new hires concerning the Union as a part of employee orientation, including a Union membership application form, check-off authorization form, and COPE authorization form. The Union will prepare and provide the packet to the City for dissemination. The City will notify the Union by email after a hiring decision has been made (including the name and title), and email the following information to the Union within two (2) business days of identifying a start date for the new hire: (1) First and Last Name; (2) Job Title; (3) Start Date; (4) New Hire Orientation Date and Time; (5) Personal Phone Number; Personal Email; and (6) the new hire's schedule.
 - 1. The City will email the above information to the Worksite Organizer (WSO) and to membership@seiu721.org.
 - 2. The Union will be responsible to coordinate with the City HR Division the Union's preference to either make an in-person or Teams presentation up to a maximum of thirty (30) minutes on the employee's start date or to schedule a presentation with the employee within seven (7) calendar days of the employee's start date.
- B. The City shall notify SEIU of all represented employees hired, promoted, transferred or demoted into classifications represented by SEIU, and all other employee status changes (i.e. reclassifications, leave status, salary changes, and other personnel transactions). Such information may be included in the list provided by the City described in Article 51.F.

Article 53. Union Stewards and Representation

- A. The Union shall provide the City with a list of its Union Staff Representatives and bargaining unit employees designated as stewards. The Union will notify the City of any changes in stewards.
- B. Designated stewards shall, after giving appropriate notice and receiving approval from their supervisor, be allowed time off with pay for employee relations activities. The amount of time off shall not exceed forty (40) hours per calendar year and no more than ten (10) hours per calendar month for all of the Stewards in the bargaining unit. Stewards are responsible for tracking their time off by use of a separate payroll code. Supervisory approval shall not be unreasonably withheld. When such time cannot be granted, the supervisor shall indicate an alternate release time. Employees shall be granted paid release time for attendance at grievance or disciplinary hearings as grievants, witnesses, or as Union representatives.

Article 54. Union Access and Use of City Facilities

- A. The authorized representatives of the Union shall have reasonable access to employee work locations during working hours for the purpose of assisting represented employees in areas that fall under the scope of representation. Such visitations shall not unduly disrupt City operations or the work of employees.
- B. The City agrees to allow Union use of the Animal Shelter Barn or the chairs located immediately outside of the Animal Services Barn. The Union may reserve the locations identified above in advance upon prior notification by the designated Union representative to the City. The City will accept the reservation request unless to do so would interfere with the operating needs of the City, or cause additional cost or undue inconvenience to the City.
- C. The Union shall make all Animal Services Barn use requests to the Animal Services Volunteer Coordinator via email at gleal@cityofmissionviejo.org. The City will respond to such requests within 72 hours. Failure to get prior City approval to use the Animal Services Barn or outside chairs will result in the Union not being able to use the identified locations. The Union agrees not to conduct Union activity in operational areas of the Animal Services Center where members of the public visit to conduct business.

Article 55. Bulletin Board

The City will agree to provide a bulletin board or reasonable space at work locations which may be used by the Union for Union-related communications.

CHAPTER 7 – EMPLOYER / EMPLOYEE RELATIONS

Article 56. Management Rights

The City has the exclusive right to establish Personnel Rules and department regulations, including subsequent amendments and revisions. In addition, except as otherwise specified in this MOU, the City has the exclusive right to:

- the right to determine the mission of its constituent departments, commissions and boards;
- set standards and levels of service and means for providing them;
- determine the procedures and standards of selection for employment and promotions;
- direct its employees and determine staffing patterns;
- establish and enforce reasonable dress and grooming standards;
- determine the number and kinds of personnel required;
- maintain the efficiency of governmental operations;
- determine the methods, means, numbers and kinds of personnel by which government operations are to be conducted;
- determine the content and scope of job classifications;
- classify and reclassify positions;
- determine methods of financing;
- determine style and/or types of City-issued wearing apparel, equipment or technology to be used;
- determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the workforce and allocate and assign work by which the City operations are to be conducted;
- determine and change the number of locations, relocations and types of operations, process and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for, or subcontract any work or operations of the City;
- to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules, hours and assignments;
- establish and modify productivity and performance programs and standards;
- discipline employees;
- relieve employees of duties because of lack of work or funds;
- establish and publish rules and regulations, handbooks, policies and procedures relating to productivity and employee conduct;
- establish performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- take all necessary actions to carry out its mission in emergencies;
- direct employees to submit to background checks for City employment purposes and/or for providing services to contracting agencies; and,
- exercise complete control and discretion over its organization, including, but not limited to, personnel, and the technology of performing its work and to contract work out.

Article 57. Labor-Management Committee.

- A. A committee, known as the Labor Management Committee (LMC), shall be established for the purpose of expediting Union-City communication. LMC meetings shall be held on an ad hoc basis at a mutually convenient time no more often than once per quarter of the fiscal year.

- B. The purpose of these meetings shall be to discuss Union-City relations and other issues within the scope of representation, but not for the purpose of discussing pending or future grievances or disciplinary appeals. The LMC shall not have the authority to modify or amend this MOU.
- C. The purpose of these meetings is to also facilitate the implementation of the Trauma-Informed Approaches ("TIA") to training and education for Animal Services Center employees as described in Appendix B.
- D. The LMC shall consist of members of City's Management Team plus an equal number of Labor Representatives, not less than two, selected by the Union. The goal will be to have an equal number of representatives participate. The meeting date and location will be scheduled by mutual agreement.

Article 58. Disciplinary Procedures and Appeals

- A. **Progressive Steps.** Disciplinary Action may be imposed on employees for just cause. In applying discipline, the City will follow progressive discipline where appropriate, which will proceed through the following steps:
 - 1. **Counseling:** Counseling may not be appealed. The Counseling session will be an oral session between the employee and their supervisor. The supervisor may provide the employee with a written summary of the counseling session."
 - 2. **Verbal Reminder:** A verbal reminder may not be appealed. The Verbal Reminder will be an oral session between the employee and their supervisor. The supervisor shall provide the employee with a written summary of the verbal reminder meeting.
 - 3. **Written Reminder:** Employees who have received written reminders are entitled to the following due process:
 - A meeting with the supervisor to discuss the contents of the written reminder. The employee has the right to union representation in such meeting.
 - The opportunity to present a written response to the written reminder and to have their written response considered before the written reminder is permanently placed in the employee's personnel file.
 - The employee has ten (10) business days from receipt of the written reminder in which to write a response to it and/or request to informally meet with the supervisor to discuss its contents. The supervisor will then consider it and based on that consideration, either withdraw the written reminder or submit it to the Human Resources Division to be placed in the employee's personnel file. The employee's written response, if any, will be attached to the written reminder and placed in their Personnel file.
 - The decision of the supervisor is final and there are no additional appeal rights.
 - 4. **Time-Off Without Pay:**
 - When placing an employee on Time-Off Without Pay for five (5) or fewer days, the supervisor shall follow all of the steps listed under the Notice of Intent to Impose Discipline and Appeal Rights sections.
 - When placing an employee on Time-Off Without Pay for greater than five (5) days, the supervisor shall follow all of the steps listed under the Notice of Intent to Impose Discipline, Pre-disciplinary Hearing and Appeal Rights sections.

5. **Involuntary Demotion:** When demoting an employee, the supervisor shall follow all of the steps listed under Notice of Intent to Impose Discipline, Pre-disciplinary Hearing, and Appeal Rights.
6. **Reduction in Pay:** When reducing the base pay of an employee, the supervisor shall follow all of the steps listed under Notice of Intent to Impose Discipline, Pre-disciplinary Hearing, and Appeal Rights.
7. **Termination:** When it is necessary to terminate an employee, the supervisor shall follow all of the steps listed under Notice of Intent to Impose Discipline, Pre-disciplinary Hearing, and Appeal Rights.

B. Notice of Intent to Impose Discipline.

1. **Delivery of Notice of Intent:** When a Notice of Intent is required, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or by sending the Notice of Intent to the employee by e-mail to their City e-mail address, and also by serving the employee by Certified Mail, return receipt requested, in an envelope addressed to the employee's last known home address. The City shall also provide the notice to the Union by email. It shall be the responsibility of the employee to inform the Human Resources Division, in writing, of his/her current home address and of any change in such address, and the information so provided shall constitute the employee's "last known address." Such personal delivery or e-mail accompanied by mailing shall be conclusively presumed to provide actual notice to the affected employee.
2. **Content of Notice of Intent:** The Notice of Intent shall inform the employee of the disciplinary action intended and the effective date of the intended action. Further, it shall set forth the nature of the infraction(s), any previous disciplinary actions taken, and how the employee's conduct has had an adverse impact on the City's or department's operation. Whether delivery is made in person or by e-mail accompanied by mail, the Notice of Intent shall contain "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or e-mailed and deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent. The Notice shall also include a notification to the employee of the pre-disciplinary "Skelly" Meeting/Conference (as set forth below), and the employee's right to have a union representative present during such meeting.
3. **Written Response to Notice:** The employee, or Union on the employee's behalf, shall be entitled to respond in writing to the Notice of Intent. The City Manager, or a designee, must receive such response, within five (5) business days from the date of issuance of the Notice of Intent. After review of an employee's timely response, if any, the City Manager, or a designee, shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the City may reduce such discipline without the issuance of a further Notice of Intent.

C. Pre-disciplinary "Skelly" Meeting/Conference.

1. An employee who receives a Notice of Intent or the union on the employee's behalf, may request a meeting/conference on the Notice of Intent. The request for such a meeting/conference shall be delivered to the City Manager, or a designee, within five (5) business days of the issuance of the Notice of Intent. Upon the receipt of a request for a

meeting/conference, the City Manager, or a designee, shall schedule a meeting/conference to take place within ten (10) business days with the employee, the employee's Union representative, and supervisor to review the proposed action and allegations.

2. A pre-disciplinary meeting/conference is not an evidentiary hearing. Rather, it is the employee's opportunity to respond to the proposed discipline and/or to offer any mitigating factors he/she believes the decision maker should consider before the discipline is finalized.
3. Final Determination. Within five (5) business days following the conclusion of the meeting/conference, the City Manager, or a designee, shall issue and deliver to the employee a written statement of his/her decision to sustain, modify, or reject the proposed disciplinary action. In the event the City decides to issue discipline, such statement will include a "Notice to Impose Disciplinary Action."

D. Appeal Rights.

1. Regular employees, or the Union on their behalf, may appeal suspensions of five workdays or more, reduction of pay equivalent to a suspension of five days or more, demotions, or termination to the City Council, or its designee, by filing a written request to the Human Resources Division within ten (10) business days after service of Notice to Impose requesting to appeal to advisory arbitration.
2. If the parties cannot agree on an arbitrator within a reasonable time, either party may request from the State Mediation and Conciliation Service a list of seven (7) arbitrators. Selection of the arbitrator shall be by alternate strikes with the first full strike determined by a toss of the coin.
3. The arbitration hearing shall not be conducted in accordance with the technical rules relating to evidence and witnesses, but shall be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in a court of law.
4. Hearsay evidence may be used for the purpose of explaining any direct evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objections in civil actions.
5. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing. Irrelevant evidence and unduly repetitious evidence shall be excluded.
6. An Employee who retires after termination waives their right to an administrative evidentiary hearing. An employee's failure to attend the administrative evidentiary hearing constitutes a waiver of the hearing.
7. The advisory arbitrator shall issue their recommendation within thirty (30) days of the close of the hearing. The recommendation shall be advisory to the City Manager. The City Manager shall issue their decision within thirty (30) days of the receipt of the advisory recommendation. The City Manager's decision is final and binding.

E. Employee Acknowledgment. Whenever a disciplinary action is taken, it shall be documented and the employee may be asked to acknowledge the document by signing that they have received a copy. If the employee does not sign the memo, the supervisor will write, "Employee Refused to Sign" on the bottom of the memo and initial and date the notation.

F. Serious Violations. If the employee knew or should have known that their behavior was in clear violation of any City rule, policy or practice, or was in violation of a state or federal law, or created a potential or real threat to the safety of himself, other employees, or the public, the employee may be removed from the work place immediately without pay, pending an investigation of the incident.

Such removal shall not exceed twenty-four (24) hours at which time the employee may be given a Notice of Intent to impose discipline. Violations in this category include, but are not limited to, possession, sale, use or being under the influence of alcohol or illegal drugs during work hours or in the work place, fighting, abusing other employees or citizens, stealing property or funds or willfully destroying City property.

Article 59. Grievance Process

A. Grievance Definition.

1. A grievance is a written complaint alleging that there has been a violation, misinterpretation or misapplication of a provision of this MOU.
2. A grievant may be the Union or a member of the bargaining unit. Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained herein shall be construed to prevent any individual bargaining unit member from discussing a problem with management and having it resolved without filing a grievance as provided herein.
3. The grievance procedure cannot be utilized to challenge the content of a performance evaluation.

B. General Provisions.

1. The failure of the grievant or Union to act within the prescribed time limits stated herein constitutes settlement and resolution of the grievance on the basis of the last disposition and will act as a bar to any further appeal.
2. The failure of the City to give a decision within the time limits shall permit the grievant to proceed to the next step.
3. Hearings under this procedure shall be conducted at a time and place which will afford an opportunity for all persons and witnesses entitled or required to be present to attend, and will be held, insofar as possible, during working hours of the grievant.
4. Any of the time limits set forth in this Article may be waived by written agreement between the parties.
5. The Union may file a grievance at Step 2 if it is the grievant.
6. All documentation of a grievance shall be filed in a grievance file, and not in the grievant's personnel file.

C. Grievance Steps.

1. Level One: Informal Grievance Resolution.
 - a. The Parties encourage the prompt resolution of grievances on an informal basis between an employee and their immediate supervisor. Prior to taking any further action, the employee or Union shall notify the supervisor that they are considering filing a grievance and may request to meet informally on the matter first. The employee may have a Union representative present. Where such dispute is not resolved informally, the employee or the Union may proceed to Step 2 below.
 - b. The employee must first work in good faith to resolve the grievance informally through discussion with their immediate supervisor no later than thirty (30) calendar days after the grievant first became aware of the facts or circumstances resulting in the filing of the grievance.
 - c. The supervisor will consider the employee's or Union's viewpoint and provide either a verbal or written decision within fourteen (14) work days following the completion of the discussion. The grievant may skip this step if the grievance involves their supervisor.
2. Level Two: Human Resources Meeting.
 - a. Within fifteen (15) work days after receiving a response from the supervisor, or from

the date such response would be due if none is provided, an employee who has a grievance, or the Union itself, may reduce such matter to writing. The grievance must specify the date of the alleged violation or misinterpretation; the specific provision(s) of the MOU that were allegedly violated or misinterpreted; and a description of facts regarding how the alleged violation or misinterpretation occurred. The grievance shall be submitted to the Human Resources Division via email at hrnotifications@cityofmissionviejo.org.

- b. A Human Resources representative shall schedule a meeting with the employee, a Union representative designated by the employee, or both the member and the member's representative, in an attempt to resolve the matter. Such meeting shall occur no less than ten (10) work days nor more than fifteen (15) work days after submission of the grievance to Human Resources.
 - c. Human Resources shall respond in writing within ten (10) work days after such meeting. The decision of Human Resources shall state the factual basis for the decision. Failure of Human Resources to provide a written decision within the time limits set forth above shall entitle the grievant to proceed to Level Three
3. Level Three: Advisory Arbitration.
- a. If the grievance is not resolved at level two, or if all previous procedures have been waived by the grievant, the Union may appeal the grievance to Level 3: Advisory Arbitration by providing written notice to the City Manager within twenty (20) work days of receipt of the response at Level Two or the date on which such response would be due if none is provided.
 - b. If the parties cannot agree on an arbitrator within a reasonable time, either party may request from the State Mediation and Conciliation Service a list of seven (7) arbitrators. Selection of the arbitrator shall be by alternate strikes with the first full strike determined by a toss of the coin.
 - c. The conduct of the arbitration shall be under the control of the arbitrator with due regard for the rights and privileges of the parties, but testimony must be taken under oath. During the examination of a witness, the arbitrator may exclude from the hearing any and all other witnesses. The arbitrator shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents. The parties shall have the right to cross-examine witnesses.
 - d. The hearing is a de novo hearing; the arbitrator shall not be bound by previous findings of fact made in previous hearings involving discipline which is the subject of the arbitration. The arbitrator shall have jurisdiction only over such issues as are precisely submitted to him/her by the parties, and shall have no authority to consider any issues not submitted to him/her.
 - e. The arbitrator shall be bound by the language of the MOU, applicable Federal and State Law, the City Employer/Employee Relations Resolution, and such other City Rules and Regulations consistent therewith in considering the issues submitted for arbitration.
 - f. The arbitrator shall render a written opinion within 30 calendar days following the closing of the hearing unless the period has been mutually extended in writing. Such decision shall state the facts found upon which the decision is based. The advisory decision shall be sent to the City Manager, or the City Manager's designee., with a copy to the grievant and the Union.
 - g. The City Manager shall, within fifteen (15) work days of the receipt of the advisory opinion, make the final determination of the grievance and submit it in writing to the grievant and the Union. Such decision shall be final and binding.
 - h. The costs of arbitration shall be borne equally by both parties.

FOR THE CITY OF MISSION VIEJO

DocuSigned by:
Dennis Wilberg 1/10/2024
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Dennis Wilberg, City Manager

DocuSigned by:
Keith Rattay 1/11/2024
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Keith Rattay, Assistant City Manager

DocuSigned by:
Cheryl Dyas 1/11/2024
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Cheryl Dyas, Director of Administrative Services

DocuSigned by:
Monique Goetz 1/22/2024
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Monique Goetz, Human Resources Manager

DocuSigned by:
Peter Brown 1/11/2024
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Peter Brown, Liebert Cassidy Whitmore

**FOR THE ANIMAL SERVICES UNIT
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**

David Green 12/20/2023
David Green, President SEIU Local 721

Andrea Ramos 12/20/23
Andrea Ramos, Bargaining Team Member

Guillermo Rodriguez 12.20.23
Guillermo Rodriguez, Bargaining Team Member

Eli Naduris-Weissman 12/19/2023
Eli Naduris-Weissman, Rothner, Segall and Greenstone

APPENDIX A**SALARY SCHEDULE**

Effective July 1, 2023

Full-Time Equivalent (FTE) Classifications	Status	Salary Range
Animal Care Technician	Non-Exempt	22.10 - 32.33
Animal Control Officer	Non-Exempt	27.51 - 40.26
Animal Control Officer Trainee	Non-Exempt	26.14 - 38.25
Animal Services Representative	Non-Exempt	22.10 - 32.33
Senior Animal Care Technician	Non-Exempt	24.31 - 35.56
Hourly/Seasonal/Temporary Classifications	FLSA Status	Hourly Salary Range
Kennel Aide	Non-Exempt	19.89 - 29.10
Reserve Animal Control Officer	Non-Exempt	24.76 - 36.23
Reserve Animal Control Officer Trainee	Non-Exempt	23.53 - 34.43

APPENDIX B

Trauma-Informed Approaches to Offset Compassion Fatigue

The City recognizes that our Animal Services Center employees, regardless of classification, are in a position to see and care for animals that have experienced neglect, abuse, and/or cruelty. The City further acknowledges that continued exposure to suffering may result in burnout and compassion fatigue, which are detrimental to individual and organizational well-being.

In response to the above, it is the City's intent to help support our Animal Services Center employees by providing both the Human Resources Division and the Animal Services Director with resources to implement Trauma-Informed Approaches ("TIA") to training and education for Animal Services Center employees. It is vital to understand this will not be a 'one and done' approach, nor is it a single coping strategy. Rather, it will be a multi-pronged approach with resilience and well-being at the core.

Resilience is conceptualized as the positive solutions-based response to negative circumstances using problem-solving skills, supportive resources, and healthy coping practices.

TIA will incorporate practices that support staff education and coaching, and activities that support workers' self-care. In essence, its purpose is to build resilience to dealing with trauma and prepare employees for the realities of the work; resulting in a more compassionate experience for our Animal Services Center employees and the public in which they serve.

Education and training will encompass online and in-person presentations and training. Some of these will be mandatory, while others will be voluntary and open to an employee to access on an as-needed basis.

Voluntary Online Webinars – The Human Resources Division, in consultation with members of the Labor-Management Committee, will select and schedule a minimum of three (3) online webinars per calendar year that relate to topics such as, but limited to, building resiliency, practicing mindfulness, or implementing strategies for managing compassion fatigue and burnout. Webinar topics will include those specific to animal care and identified in the Compassion in Balance program presented by Jessica Dolce. Webinars will be scheduled on different days and times to accommodate multiple work schedules with the intent of having as many employees join as possible. Members of the Labor-Management Committee will assist with identifying training dates to support the goal of having as many employees attend as possible. Employees shall report time as hours worked on their timesheet.

Mandatory In-Person Training – The Human Resources Division, in consultation with members of the Labor-Management Committee, will select and schedule a minimum of at least one in-person training per fiscal year that relates to topics such as, but not limited to, dealing with difficult people, practicing mindfulness or relaxation techniques, developing problem-solving skills, or resolving conflict. The training will also cover topics specific to animal care such as those found in the Compassion in Balance program presented by Jessica Dolce. Employees will be notified of the training date at least (30) calendar days in advance and will be paid to attend and participate. The

shelter will be closed to the public during this mandatory in-person training to ensure every employee can participate. Time shall be reported as hours worked on the employee's timesheet.

Critical Incident Response – In the event of a Center-wide tragic or traumatic event, the City shall arrange for either voluntary one-on-one counseling or voluntary group counseling for employees to access. Time accessing these services shall be reported as hours worked on the employee's timesheet.

Paid Administrative Leave Hours - To address compassion fatigue and traumatic incidents, employees may request supervisor approval to utilize paid administrative leave at the time of experiencing a traumatic experience and/or incident. Every effort will be made to accommodate an employee's use request; however, approval to use paid administrative leave will depend on the department's ability to operate effectively in the employee's absence. Therefore, utilization may be delayed and not granted on the day of the experience and/or incident. The supervisor and the requesting employee shall discuss and develop a plan to use paid administrative leave that is beneficial to the employee's mental health and the department's ability to effectively provide services. An employee may receive up to a total of eight (8) paid administrative leave hours per fiscal year. Hours do not need to be taken all at once.