MEMORANDUM OF UNDERSTANDING

July 1, 2017 – June 30, 2021

BETWEEN

CITY OF SAN JUAN CAPISTRANO

AND

SAN JUAN CAPISTRANO MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>1</td>
</tr>
<tr>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>I. Salary</td>
<td>1</td>
</tr>
<tr>
<td>II. Pay Plan Structure</td>
<td>1</td>
</tr>
<tr>
<td>III. Management Flextime</td>
<td>2</td>
</tr>
<tr>
<td>IV. Emergency/Disaster Response</td>
<td>2</td>
</tr>
<tr>
<td>V. Bilingual Pay</td>
<td>3</td>
</tr>
<tr>
<td>VI. Work Boot Reimbursement</td>
<td>3</td>
</tr>
<tr>
<td>VII. Deferred Compensation Program</td>
<td>3</td>
</tr>
<tr>
<td>VIII. Mileage Reimbursement</td>
<td>4</td>
</tr>
<tr>
<td>IX. Auto Allowance</td>
<td>4</td>
</tr>
<tr>
<td>X. Ride Share Program</td>
<td>4</td>
</tr>
<tr>
<td>XI. Tuition Reimbursement Program</td>
<td>4</td>
</tr>
<tr>
<td>XII. Vacation</td>
<td>4</td>
</tr>
<tr>
<td>XIII. Sick Leave</td>
<td>5</td>
</tr>
<tr>
<td>XIV. Bereavement Leave</td>
<td>8</td>
</tr>
<tr>
<td>XV. School Activity Leave</td>
<td>9</td>
</tr>
<tr>
<td>XVI. Jury Duty Leave</td>
<td>9</td>
</tr>
<tr>
<td>XVII. Donation of Blood</td>
<td>9</td>
</tr>
<tr>
<td>XVIII. Family Care Leave</td>
<td>9</td>
</tr>
<tr>
<td>XIX. On-the-Job Injury Leave</td>
<td>9</td>
</tr>
<tr>
<td>XX. Compensation for Job Related Illness or Injury</td>
<td>10</td>
</tr>
<tr>
<td>XXI. Non-Work Related Disability Leave</td>
<td>10</td>
</tr>
<tr>
<td>XXII. Military Leave</td>
<td>10</td>
</tr>
<tr>
<td>XXIII. Leave of Absence Without Pay Requested by an Employee</td>
<td>10</td>
</tr>
<tr>
<td>XXIV. Administrative Leave</td>
<td>11</td>
</tr>
<tr>
<td>XXV. Unauthorized Absence</td>
<td>11</td>
</tr>
<tr>
<td>XXVI. Holidays</td>
<td>11</td>
</tr>
<tr>
<td>XXVII. Floating Holiday</td>
<td>12</td>
</tr>
<tr>
<td>XXVIII. Medical, Vision, Dental, Insurance and Cobra</td>
<td>12</td>
</tr>
<tr>
<td>XXIX. IRS Code Section 125 Plan</td>
<td>14</td>
</tr>
<tr>
<td>XXX. Retiree Health Savings Account</td>
<td>14</td>
</tr>
<tr>
<td>XXXI. Life Insurance</td>
<td>14</td>
</tr>
<tr>
<td>XXXII. CalPERS Long Term Care</td>
<td>14</td>
</tr>
<tr>
<td>XXXIII. Pre-Paid Legal Services</td>
<td>14</td>
</tr>
<tr>
<td>XXXIV. College Savings Program (529 Plan)</td>
<td>15</td>
</tr>
<tr>
<td>XXXV. Retiring Employee Recognition Program</td>
<td>15</td>
</tr>
<tr>
<td>XXXVI. Retirement Plan</td>
<td>15</td>
</tr>
<tr>
<td>XXXVII. 401(a) Program</td>
<td>16</td>
</tr>
<tr>
<td>XXXVIII. Short/Long-Term Disability Insurance</td>
<td>16</td>
</tr>
<tr>
<td>XXXIX. Acting Status</td>
<td>16</td>
</tr>
<tr>
<td>XL. Reclassification of Position</td>
<td>16</td>
</tr>
<tr>
<td>XLI. Promotions, Transfers and Voluntary Demotions</td>
<td>17</td>
</tr>
<tr>
<td>XLII. Layoffs and Re-Employment</td>
<td>19</td>
</tr>
<tr>
<td>XLIII. Grievance Procedure</td>
<td>21</td>
</tr>
<tr>
<td>XLIV. Fair Employment Practice</td>
<td>24</td>
</tr>
<tr>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>XLV.</td>
<td>Non-Discrimination Policy</td>
</tr>
<tr>
<td>XLVI.</td>
<td>Continuation of Benefits</td>
</tr>
<tr>
<td>XLVII.</td>
<td>Separability</td>
</tr>
<tr>
<td>XLVIII.</td>
<td>Personnel Rules</td>
</tr>
</tbody>
</table>
AGREEMENT

This agreement is entered into by the parties on behalf of the City of San Juan Capistrano, hereinafter known as “the City,” and the San Juan Capistrano Management and Professional Employees Association, hereinafter known as “the Management Association,” in accordance with the provisions of Section 3500-3510 of the California Government Code, otherwise known as the Meyers-Millias-Brown Act, and the Employer-Employee Relations Resolution of the City of San Juan Capistrano for the period of time commencing July 1, 2017, through June 30, 2021. All provisions of this agreement are effective upon adoption of this agreement by the City Council unless otherwise specified.

RECOGNITION

The City recognizes the Management Association as the “recognized employee organization” for all employees within the unit of representation, consisting of regular full-time employees in the following classifications:

Accounting Manager
Assistant City Clerk
Assistant Finance Director
Assistant Development Services Director
Assistant Public Works Director
Assistant Utilities Director
Building and Code Enforcement Manager
City Engineer
Community Services Manager
Economic Development/Redevelopment Manager
Executive Services Manager
Historic Preservation Manager
Management Analyst
Principal Planner

Public Works Manager
Rate and Administration Manager
Safety & Emergency Services Manager
Senior Accountant
Senior Civil Engineer
Senior Civil Engineer-Environmental Services
Senior Engineer
Senior Financial Analyst
Senior Management Analyst
Senior Planner
Systems Business Analyst
Technology Services Manager
Utilities Engineer

I. SALARY

July 1, 2017 – No Wage Increase
July 1, 2018 – 2% Wage Increase
July 1, 2019 – 3% Wage Increase
July 1, 2020 – 3.5% Wage Increase

II. PAY PLAN STRUCTURE

The basic pay range of all classifications shall consist of a Basic Compensation Schedule of hourly, bi-weekly and monthly rates. There shall be a five-percentage difference between each step in a five-step range.

A. Pay Increases

On each anniversary date an employee shall be eligible for a one step (5%) adjustment until the maximum pay rate of the assigned class is reached. The adjustment shall be implemented upon recommendation by the Department Head and approval by the Personnel Officer. Pay adjustments delayed because of unsatisfactory performance,
but granted after the anniversary date, shall affect the anniversary date and date the next pay increase will be considered.

B. **Pay Adjustment Upon Promotion**

Upon promotion, an employee is entitled to advance to the nearest step of the new range that is at least 5% higher than the previously assigned rate.

C. **Pay Adjustment Upon Demotion**

When an employee is voluntarily demoted, a mutually agreed-upon pay step in the new range shall be assigned. When an employee is demoted as a result of disciplinary action, the appointing authority imposing the discipline shall set the step.

D. **Pay Adjustment Upon Re-employment**

Upon re-employment, an employee shall be assigned the same step in the salary range that had been attained prior to layoff. Benefit accruals shall be equal to the benefit level the employee attained prior to layoff, except as precluded by applicable law.

E. **Special Merit Pay**

A pay adjustment of up to 5% may be granted in advance of an employee’s anniversary date in recognition of exceptional performance. The adjustment shall be made in rare cases and shall be recommended by the responsible Department Head and approved by the Personnel Officer or designee, and must be accompanied by a current employee evaluation and memorandum supporting the request. Special merit increases shall have no effect upon the anniversary date at which a regular step increase may be considered (i.e., a second step advancement can occur at one’s anniversary date.)

III. **MANAGEMENT FLEXTIME**

Management personnel may flex their schedule as needed during the pay period to allow for required attendance at extraordinary events or meetings or unscheduled or emergency situations. This option allows the management employee to operate with professional flexibility. Use of flextime will require prior approval by the Department Head. Although management employees have the ability to flex their schedules, this does not include telecommuting in-lieu of coming into the workplace.

IV. **EMERGENCY/DISASTER RESPONSE**

Employees exempt from the Fair Labor Standards Act are expected to work the hours necessary to complete the requirements of the position. In certain major emergency and/or disaster circumstances as declared and approved by the City Manager or designee, exempt employees may be eligible to receive additional compensation (as determined by the City Manager) for emergency/disaster response, including, but not
limited to, major fires, floods, earthquakes, terrorism events, or other natural or manmade disasters. The City Manager's decision cannot be appealed or grieved. The City shall make reasonable efforts to provide meals, food, and shelter for all employees and volunteers responding to such incident(s), or the City may reimburse an employee or volunteer for reasonable expenses, as determined by the City Manager or designee.

V. BILINGUAL PAY

Qualified management employees who meet the following criteria shall receive a monthly stipend in recognition of their ability:

1. Employee must be assigned by the City Manager or designee to speak and/or translate written material in a language in addition to English. This includes such specialized communication skills as sign language.

2. Employees must, as needed, speak and/or translate a second language.

3. Employees able to communicate and/or translate verbal information shall receive $85 per month.

4. Employees able to translate verbal and written information shall receive $125 per month (i.e., the employee receives $125 per month because of the additional ability to translate written information, rather than the $85 noted above that is provided to an employee who provides verbal translation only). Employees assigned to translate written information will be required to be deemed qualified by the City.

The City, at its discretion, may reassign an employee from a bilingual assignment to a position that does not require bilingual certification. An employee in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the City Manager or designee, who will consider it according to City needs and availability of a qualified replacement.

VI. WORK BOOT REIMBURSEMENT

The City will provide a work boot reimbursement up to $160 per pair of work boots for all field positions in the unit of representation. Reimbursement shall be provided for up to two pairs of work boots per year.

VII. DEFERRED COMPENSATION PROGRAM

City Employees may elect to have a portion of their salary withheld. The deferred amount is tax free until actually received and is invested in the meantime. As prescribed by applicable laws or plan provisions, funds may be withdrawn upon resignation, retirement or to a beneficiary upon death.
VIII. MILEAGE REIMBURSEMENT

Management employees shall receive mileage reimbursement in accordance with IRS standards for all miles driven per month that exceed the $80.00 auto allowance below. Mileage from home to work and from work to home shall be deducted from any mileage calculation. Reimbursement is calculated by taking the total actual miles driven, multiplied by the current IRS reimbursement rate, minus the $80.00 auto allowance.

IX. AUTO ALLOWANCE

Management employees shall receive a monthly automobile allowance of $80.00.

X. RIDE SHARE PROGRAM

Employees who carpool, walk, bike, take the bus or the train to and from work at least twice per week shall, at the end of the fiscal year, be eligible for nine (9) hours of additional floating holiday time in the next fiscal year. The Human Resources Department will provide the necessary forms associated with this program.

XI. TUITION REIMBURSEMENT PROGRAM

The Management and Professional Employees are hereby made eligible for the City's Tuition Reimbursement program. The annual benefit shall be up to a maximum of $5,000/year for an employee, for a degree from an accredited college or university or certification program.

The City will provide up to $20,000 annually for all City employees to participate and carryover any remainder to the next fiscal year up to a total pool amount of $35,000. If annual requests exceed amount available, amounts would be pro-rated based on requests.

Program details are identified in Administrative Policy No. 214, Employee Tuition Reimbursement Program and the Personnel Rules.

XII. VACATION

A. Vacation Accrual

Management employees shall accrue vacation hours based on the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Hours Accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 years</td>
<td>108</td>
</tr>
<tr>
<td>4-7 years</td>
<td>145</td>
</tr>
<tr>
<td>8-10 years</td>
<td>160</td>
</tr>
<tr>
<td>11-19 years</td>
<td>175</td>
</tr>
<tr>
<td>20 or more years</td>
<td>180</td>
</tr>
</tbody>
</table>
New accrual rates effective July 1, 2018.

Accrual at the next highest incremental rate shall commence on the first day of the fourth, eighth, eleventh and twentieth year of employment, respectively. For example, an employee who started employment on 1/1/2010 would accrue 108 hours of vacation leave until 1/1/2013, at which time the accrual rate would increase to 145 hours annually.

The maximum amount of vacation time, which may be accrued by management employees and used, for time-off shall be 300 hours. The maximum amount of vacation time, which will be compensated for in cash upon separation from City, shall be 300 hours. It shall be the responsibility of the employee and the Department Head to assure that employees utilize credited vacation leave within the limitations set forth herein.

Bargaining unit employees who have reached the maximum accrual of 300 hours shall have the right to "cash-out" up to forty (40) hours of vacation per year if they have used at least two (2) weeks of vacation within the previous twelve (12) months, and obtain approval from their Department Head. This cash-out amount shall be increased to fifty (50) hours effective July 1, 2018. Requests to "cash-out" vacation based on the criteria stated above may be submitted when a bargaining unit employee reaches 280 hours. The hours will be paid out to the employee during the pay period when the employee reaches 300 hour limit to avoid the loss of any accrual due to the limit being reached.

B. Vacation Usage

The time during the calendar year at which an employee may take vacation leave shall be determined by the Department Head but with due consideration of the employee's request and particular regard for the needs of the City. Eligible employees shall accrue vacation beginning with the date of hire.

C. Vacation Benefits - Separation of Employment

Upon separation of employment, the employee shall be paid for any accrued and unused vacation leave and compensation time, which has accrued and not been used within the limits specified above.

D. Holidays Occurring During Vacation

When one or more legal municipal holidays fall within a vacation leave, such day or days shall not be charged as the vacation leave.

XIII. SICK LEAVE

Sick leave shall mean the time during which an employee is permitted to be absent from the duties of City service by reason of sickness or injury which incapacitates or prevents the employee from performing assigned duties, without any deduction being made from
salary or compensation, and shall include, in certain cases, serious illness or death of a member of the employee's immediate family.

It will be the responsibility of the Department Head to periodically review the use of sick leave in the department. Abuse of sick leave may be used as a factor in determining employee performance for employee evaluations. The legitimate use of sick leave, which qualifies under the FMLA, shall not be used as a factor in determining employee performance for evaluations.

A. Sick Leave Allowance

Employees shall be entitled to eight (8) hours sick leave for each calendar month of service. There shall be no limit on the amount of sick leave which may be accumulated.

B. When Sick Leave May Be Taken

Sick leave may not be used until it is earned and shall be taken only in case of actual and necessary sickness or disability of the employee. Eligible employees may utilize a maximum of ninety-six (96) hours of accumulated sick leave with pay in the event of 1) the employee's presence is required elsewhere because of family medical and dental appointments, serious illness, injury, or disability or death of member of the employee's immediate family; and 2) official order to appear in court as a litigant or as a witness; and 3) personal necessity as defined and limited below.

Sick leave shall not be used in-lieu of or in addition to vacation for the intent of extending vacation. When an employee is compelled to be absent from employment by reason of injury arising from and in the course of City employment as determined by the Workers' Compensation law, the employee shall apply accrued sick leave, if any, in such amount that when added to Workers' Compensation benefits equals the employee’s gross salary. Earned vacation time off shall be utilized in a similar manner.

If an employee exhaust his/her sick leave during the course of a personal illness, vacation leave may be used to cover the absence. Sick leave accrued during a pay-period may be used by the employee during that pay-period.

Personal necessity leave can be used by an employee at a rate of twenty-four (24) hours per year for absences other than illness or disability, and the absences shall be deducted from accumulated sick leave. Sick leave or personal necessity leave is not intended for taking care of personal business, which could be taken care of at another time.

Personal necessity is considered to be:

i. A personal matter that requires your attention which cannot be taken care of except during the normal working hours; or,
ii. A matter that requires your attention, such as a hot water heater flooding your home, fire or robbery.

The nature of the personal necessity need not be disclosed in writing on the Absence Request Form, but it shall be discussed with the employee’s Supervisor, Department Head, and the Personnel Officer or designee. All parties involved shall treat this information confidentially.

C. Notification of Illness by Employee

Except in emergency situations, an employee on sick leave shall notify their supervisor no later than the time set for beginning daily duties. When on FMLA leave, the employee will be required to notify the City in compliance with the Family Medical Leave Act.

D. Return From Sick Leave

Upon returning from sick leave, a physician’s certification may be required if, in the opinion of the Department Head, it appears that an employee may be abusing sick leave privileges or to determine the validity of the employee’s absence during the time for which sick leave was requested.

Any employee absent from duty on sick leave for three (3) consecutive work days due to illness or accident may, at the discretion of the Department Head, be required to submit to a physical examination by a physician designated by the City to determine fitness to return. The cost of this examination is borne by the City.

E. Sick Leave Payout Prior to Separation of Employment

i. Cash-out of Sick Leave

Employees with more than 288 hours of accrued sick leave may cash-out that portion of such leave above 288 hours at the payout levels established in Section 7.13 of the Personnel Rules and Regulations.

In July of each year, employees with more than 288 hours of accrued sick leave who have used eighteen (18) hours or less of sick leave during the past fiscal year (July 1 – June 30), may cash-out up to eighteen (18) hours of sick leave at a conversion rate of 100%.

ii. Conversion of sick leave to Vacation Leave

Employees with more than 288 hours of accrued sick leave may convert to vacation leave that portion of such leave above 288 hours at the payout levels established in Section 7.13 of the Personnel Rules and Regulations.

In July of each year, employees who use eighteen (18) hours or less of sick leave during the prior fiscal year (July 1 – June 30) shall be allowed to convert up to
twenty-seven (27) hours to vacation leave at a conversion rate of 100%, provided that they that they retain at least eighty (80) hours of accrued sick leave after the conversion.

iii. Conversion of Sick Leave to Deferred Compensation

In July of each fiscal year, employees may cash-out up to forty (40) hours of sick leave, at the payout levels established in Section 7.13 of the Personnel Rules and Regulations, provided they have contributed an equivalent amount of a Deferred Compensation account over the past fiscal year (July 1 – June 30) and will have at least eighty (80) hours of sick leave remaining after the conversion.

F. Sick leave Compensation Upon Termination of Employment

City employees who terminate employment within the City shall be compensated in cash for unused sick leave at the final rate of pay based on the following:

<table>
<thead>
<tr>
<th>Employees Hired Before July 1, 1999</th>
<th>Employees Hired On or After July 1, 1999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years: None</td>
<td>Less than 2 years: None</td>
</tr>
<tr>
<td>Less than 15 years: 50%</td>
<td>More than 2 years: 50%</td>
</tr>
<tr>
<td>15 to less than 20 years: 75%</td>
<td></td>
</tr>
<tr>
<td>20 or more years: 100%</td>
<td></td>
</tr>
</tbody>
</table>

There shall be no maximum amount of unused sick leave eligible for cash compensation subject to the foregoing schedule.

XIV. BEREAVEMENT LEAVE

An employee shall be granted a leave without loss of pay in case of death of a member of the employee’s immediate family. Such leave is designated as bereavement leave. Up to five (5) days leave without loss of pay shall be granted for the death of a member of the employee’s immediate family. Immediate family as used in this section is defined as the employee’s spouse, child, foster child, grandchild, stepparent, legal guardian, stepchild, parent, brother, sister, grandparent, grandparent-in-law, mother-in-law, father-in-law or:

A. Any other relative by blood or marriage who is a member of the employee’s household. (Employees may be required to submit proof that the deceased relative was a member of the employee’s household prior to the time of death.)

B. Any other relative of the employee by blood or by marriage where it can be established by the employee that as a result of such relative’s death, the employee’s presence is required to handle funeral arrangements and/or matters of estate.

In addition, bereavement leave may be granted on a case-by-case basis under other circumstances at the discretion of the City Manager or designee when it is in the best interest of the City to do so. Time off beyond these parameters shall be charged to any type of available leave.
XV. SCHOOL ACTIVITY LEAVE

Pursuant to California Labor Code Sections 230.7 and 230.8, parents, guardians and grandparents having custody, of school-age children shall be allowed leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month. Employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the employee participated in the activity on the specific date and time. Leave properly requested in advance shall not be denied.

XVI. JURY DUTY LEAVE

Regular and probationary employees who are summoned to serve on jury duty in any court in this State of the United States, or any administrative board of tribunals, shall be entitled to a leave of absence with pay while serving. Employees may keep fees and fees for mileage received while serving. Employees must return to work if not required to attend jury duty on a particular day.

An employee who is release from jury duty with four (4) hours or more remaining in his or her normal work day shall report to supervisor. Reporting back means that the employee has contacted his/her supervisor via a phone call (not a voicemail message), text, or email, and received a response back from the supervisor. An employee may be required to show proof of attendance to serve on jury duty.

XVII. DONATION OF BLOOD LEAVE

The City shall grant each employee in the unit of representation reasonable time off for the purpose of making a donation of blood in connection with any City-sponsored blood drive. No charge will be made against vacation, sick or any other type of leave when such absence is approved in advance by the employee’s supervisor/Department Head.

XVIII. FAMILY CARE LEAVE (SEE THE CITY’S PERSONNEL RULES AND REGULATIONS)

XIX. ON-THE-JOB INJURY LEAVE

Whenever an employee is compelled to be absent from active duty due to an injury disability arising out of and in the course of employment, such employee shall be entitled to receive an On-the-Job Injury Leave With Pay for up to the first three (3) consecutive working days of such absence. The granting of such leave shall be conditioned upon the following:
A. The absence is at the discretion of a licensed medical physician or other designated health care professional.

B. Supervisory personnel have been properly notified of such injury or disability and an on-the-job injury report has been properly completed and submitted.

C. The injury occurred while the employee was performing work duties on the job.

Whenever the On-the-Job Injury Leave extends beyond the first three (3) working days, the employee will be allowed to use accrued leave to supplement the Workers' Compensation allowance to achieve the equivalent of 100% of his/her salary.

XX. COMPENSATION FOR JOB CONNECTED ILLNESS OR INJURY

In accordance with Workers' Compensation laws, the City provides protection for employees in the event of on-the-job injuries. If an employee is injured on the job, the injury must be reported immediately to the supervisor – no matter how minor it seems. If necessary, the employee should receive first aid or medical treatment. Detailed instructions shall be given to the employee to initiate a Workers’ Compensation claim as necessary. The Personnel Officer or designee shall assure that required forms are completed in a timely manner.

XXI. NON-WORK RELATED DISABILITY LEAVE

If an employee is compelled to be absent from active duty due to a non-work-related disability or accident, the City shall grant a leave of absence in accordance with State disability laws. The City provides short-term and long-term disability insurance coverage to assist an individual when this situation arises.

XXII. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal Law. All employees applying for military leave shall give the Department Head, within the limits of military regulations, an opportunity to determine when such leave shall be taken. Employees may use all available accrued time except for sick time to cover any regularly-scheduled work hours that occur during said leave.

XXIII. LEAVE OF ABSENCE WITHOUT PAY REQUESTED BY AN EMPLOYEE

The Personnel Officer or designee, upon recommendation of the Department Head, may grant a leave of absence without pay. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. All requests shall be evaluated on the basis of personal need, duration and work requirements. Any leave of absence without pay lasting more than fourteen (14) calendar days shall preclude an employee from accruing leave time and other benefits after the 14th day.
XXIV. ADMINISTRATIVE LEAVE

All employees designated as Management shall accrue eighty (80) hours additional leave per year as compensation for hours worked over and above the normal work schedule. No more than sixty-four (64) hours may be carried over at any time into a new fiscal year.

City will pay full accrued amount of Administrative Leave at separation. Administrative leave may be taken at any time on approval of the appointing authority. Management employees may buy back up to sixty-four (64) hours each year, at the request of the employee. Effective July 1, 2018, the buyback amount will increase to seventy (70) hours. Management employees shall have the option of cashing out Administrative Leave in December and in June of each year, not to exceed sixty-four (64) hours (seventy (70) hours, effective July 1, 2018) in any fiscal year; and/or carry over up to sixty-four (64) hours of Administrative Leave at the end of the Fiscal Year, provided no more than sixty-four (64) hours are carried at any time.

XXV. UNAUTHORIZED ABSENCE

A City employee who without prior authorization is absent or fails to discharge regularly assigned duties for a period of twenty-four (24) consecutive work hours shall be considered to have abandoned the job and may be subject to disciplinary action, including discharge.

XXVI. HOLIDAYS

All City employees shall have the following holidays with pay and shall not be required to work on such holidays except as hereinafter provided:

A. January 1st (New Year’s Day)
B. Third Monday in February (Washington’s Birthday)
C. Last Monday in May (Memorial Day)
D. July 4th (Independence Day)
E. First Monday in September (Labor Day)
F. November 11th (Veteran’s Day)
G. Fourth Thursday in November (Thanksgiving Day)
H. The day following Thanksgiving Day
I. December 24th (Christmas Eve)
J. December 25th (Christmas Day)
K. December 31st (New Year’s Eve Day)
L. Floating Holiday (20 hours)

Whenever a holiday falls on a Sunday not scheduled as a regular work day, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday not scheduled as a regular work day, the City will recognize the holiday on a case by case basis and observe it either on the Friday before the holiday or the Monday after the holiday, based on the needs of the community. The determination of the holiday observance will be made when the City issues the master holiday schedule each year.

Employees on a 9/80 schedule will be able to bank holiday hours for those holidays that occur on their flex day off. The following shall apply to the use of Holiday banked hours:
i. Banked hours will be capped at twenty-four (24).

ii. Hours banked are not compensable – they cannot be cashed out.

iii. Banked hours must be used before any other kind of leave, except for sick leave.

iv. Employees will be strongly encouraged to use banked hours within a reasonable period of time, preferably by the end of each fiscal year.

An employee must have been paid for the entire amount of the regularly scheduled hours of the days immediately prior to and following a City holiday in order to be paid holiday pay.

A. City Hall Holiday Closure Schedule:

City Hall shall be closed from Christmas Eve through New Year’s Day.

Certain offices will remain open and certain employees will be required to work to provide essential services in the same manner as was done with Furloughs. Employees shall use appropriate accrued paid leave (Management Leave, Personal Necessity Leave, Holiday Bank or Vacation Leave, Floating Holiday, not Sick Leave – except for Personal Necessity Leave), or leave without pay to cover the closed days that would otherwise be work days from the day after the Christmas Day holiday through the day before the New Year’s Eve holiday.

XXVII. FLOATING HOLIDAY

Probationary and regular full-time employee shall be credited with a total of twenty (20) hours of compensated time off on July 1st of each year. The time(s) which the employee may elect to use this leave shall be arranged with and approved by the employee’s supervisor. The floating holiday hours must be used prior to June 30th or shall be forfeited.

Employees hired on July 1st through September 30th receive twenty (20) hours of floating holiday, employees hired on October 1st through December 31st receive fifteen (15) hours of floating holiday, employees hired on January 1st through March 31st receive ten (10) hours of floating holiday, and employees hired on April 1st through June 30th receive no floating holiday.

XXVIII. MEDICAL, VISION, DENTAL INSURANCE AND COBRA

The City provides medical, vision and dental insurance for City employees. The insurance becomes effective the first day of the month following the date of hire.

A. Medical Insurance – CalPERS

The City provides active employees in the bargaining unit up to the highest CalPERS HMO premium in each coverage category (E, E+1 or E+Family). If the plan the
employee elects cost less than the highest HMO for his/her category, the employee’s premiums are fully paid by the City and the employee does not receive the difference between the highest HMO amount and the cost of the plan he/she selects. If the plan the employee selects costs more than the highest HMO for his/her category, the difference is paid by the employee through pre-tax payroll deduction.

The City’s “total” contribution is calculated by adding the cost of the City’s dental insurance and vision insurance premiums to the highest HMO medical premium, in each coverage category. Together this is the “Highest HMO Amount”.

Effective January 1, 2015, and each year thereafter, the Highest HMO Amount will be compared to the Highest HMO Amount for the previous year by coverage type (E, E+1 or E+Family). Due to rate changes, the new Highest HMO premium may be a different medical plan from a different health insurance carrier.

If the Highest HMO Amount is larger than the previous year’s total, the City’s total contribution will increase by 75% of the increase.

Effective January 1, 2020, the City’s total contribution will decrease to 60% of the increase. If the new Highest HMO Amount is the same or less than the previous year’s total, the City’s total contribution will remain the same.

B. **Opting out of Medical Insurance**

The City shall allow employees who show proof of group medical insurance coverage provided by a spouse, to opt out of the City’s medical insurance coverage. The City shall provide to employees who wish to opt out of medical insurance coverage and meet the above criteria, an “opting out” amount of $325 per month. Employees must remain enrolled in the City’s dental and vision plans. These premiums will be paid for by the City.

C. **Vision Insurance – Vision Service Plan**

D. **Dental Insurance – Aetna**

Effective January 1, 2015, the maximum allowable benefits under the dental insurance policy will increase from $1,000 to $2,000.

E. **COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that the group health plans provide employees and their dependents the opportunity to continue health care coverage under the plan in certain circumstances where coverage under the group health plan would otherwise terminate. While the City must make continued health coverage available, it can charge qualified beneficiaries up to 102% of the cost of coverage if continuation of benefits under the group plan is desired. This coverage is currently administered by a third party.
F. **Health Benefits While on Disability Leave of Absence**

Whenever an employee is absent from work due to a physical or psychological injury or illness, the City shall maintain the employee's coverage under the City's group health plan on the same conditions as coverage would have been provided if the employee has been employed during the leave period, for a period not to exceed twelve (12) continuous months.

XXIX. **IRS CODE SECTION 125 PLAN**

The City shall set up an Employees' Benefit Package, under IRS Code Section 125, to pay for medical, dental and vision premiums. The City shall provide to active employees in the bargaining unit a basic employee contribution amount equal to the PEMCHA minimum contribution amount and a cafeteria amount, which added together equals the contribution amount as specific in Section XXVIII. Employees shall have the ability to elect which medical carrier to enroll with. Dental and vision insurance coverage shall also be part of the active employees' benefit package.

The City will provide employees the opportunity to participate on a voluntary basis in a Dependent Care Assistance Program (Section 129) under Internal Revenue Code Section 125, which allows employees to redirect part of their salary, before it is taxed, to be used for child, elderly and dependent care and eligible medical expenses.

XXX. **RETIREE HEALTH SAVINGS ACCOUNT**

Employees shall make mandatory contributions to the retiree health savings plan establish through ICMA-RC. Contributions are based on the schedule below.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Bi-Weekly Contribution</th>
<th>Sick Leave Hours Contributed Upon Separation of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>$15.00</td>
<td>(Total Hours- 288)X 10%</td>
</tr>
<tr>
<td>6-10</td>
<td>$20.00</td>
<td>(Total Hours- 288)X 15%</td>
</tr>
<tr>
<td>11-15</td>
<td>$25.00</td>
<td>(Total Hours- 288)X 20%</td>
</tr>
<tr>
<td>15+</td>
<td>$30.00</td>
<td>(Total Hours- 288)X 25%</td>
</tr>
</tbody>
</table>

XXXI. **LIFE INSURANCE**

The value of life insurance coverage for each management employee is equal to one and one-half times the annual salary, plus $20,000.

XXXII. **CALPERS LONG TERM CARE**

This program is periodically offered through CalPERS at the sole expense of the employee.

XXXIII. **PRE-PAID LEGAL SERVICES**

The City will offer this benefit at the sole expense of the employee.
XXXIV. COLLEGE SAVINGS PROGRAM (529 PLAN)

The City will offer this benefit at the sole expense of the employee.

XXXV. RETIRING EMPLOYEE RECOGNITION PROGRAM

The Retiring Employee Recognition Program provides for a salary incentive for long-term City service. The guidelines and definitions for this program are detailed in Administrative Policy No. 223, Retiring Employees Recognition Program (Incentive for Long-Term City Services). Employees hired on or after July 1, 2009, are not eligible to participate in this program.

XXXVI. RETIREMENT PLAN

All full-time employees automatically become a member of the Orange County Employees Retirement System (OCERS). The City shall pay 100% of the management employee’s share of the retirement contribution.

Effective September 25, 2003, the employees of the bargaining unit received an enhanced benefit formula of 2.7% @ age 55 based on the three (3) highest years of service. This enhanced benefit formula will be applicable to all years of services. The employees of the bargaining unit will contribute 5.01% of base salary as a payroll deduction towards the cost of the enhanced retirement benefit.

Effective July 1, 2012, each employee shall pay 50% of the employee contribution that was being paid on behalf of the employee by the City prior to July 1, 2012. Effective July 1, 2013, each employee shall pay the full employee contribution to retirement and the City will no longer pay any portion of the employee’s contribution to retirement. The intent of these changes is to have employee’s paying the employee contribution to retirement and the City paying the employer contribution to retirement. The changes are being phased in two (2) years with the first change taking effect on July 1, 2012, and the second change taking effect on July 1, 2013.

Effective January 1, 2012, any new employees hired on or after January 1, 2012, shall pay the full employee contribution to retirement with no payment of the employee’s contribution by the City.

Effective on or about July 1, 2012, the City shall implement a second tier of retirement formula (2% @ 57). This second tier retirement formula shall apply to all employees hired on or after the date the second tier formula becomes effective.

In accordance with the 2012 Pension Reform Act, effective January 1, 2013, the City shall implement a third retirement formula which shall apply to new employees who become new members, as defined by the Pension Reform Act, of the Orange County Employees Retirement System, on or after January 1, 2013.

Effective January 1, 2015, employees that are new to public service may choose between two (2) retirement plan options:
1. The Orange County Employees Retirement System’s 2.5% @ 67 defined benefit retirement formula.

or

2. Hybrid Plan: The Orange County Employees Retirement System’s 1.62% @ 65 defined benefit formula combined with a 401(a) defined contribution retirement plan. Employees who choose the Hybrid Plan may make voluntary and irrevocable contributions, including leave payouts, to the 401(a) defined contribution retirement plan. The City will match an employee’s contribution to the 401(a) defriend contribution plan up to one (1%) of the employee’s base salary.

Eligible employees have thirty (30) days from the date of hire to elect the 2.5% @ 67 defined benefit retirement formula or the 1.62% @ 65 Hybrid Plan. In the event an eligible employee does not make an election during the thirty (30) day period, it will be deemed that the employee elected the 2.5% @ 67 defined benefit retirement formula.

XXXVII. 401(a) PROGRAM

The City will establish a 401(a) program through ICMA subject to the provisions allowable under current regulations for this type of program.

XXXVIII. SHORT/LONG-TERM DISABILITY INSURANCE

Eligible employees shall receive short and long-term disability coverage or income protection of up to two-thirds of salary during disability periods due to non-job related injury or illness up to a maximum percentage of salary.

XXXIX. ACTING STATUS

Shall be the temporary assignment of a regular or probationary employee to a higher level classification to fill a vacant position or to provide a replacement for an employee who remains on a leave of absence. Employees given an acting assignment for fourteen (14) calendar days or more shall receive acting status pay equivalent to the maximum salary rate for that position such that the minimum adjustment would be least 5% above the employee’s current salary with the approval of the Department Head and the Human Resources Manager. Acting status shall be retroactive to the first day and subject to no additional benefits.

An Acting Appointment shall generally be less than twelve (12) months duration and generally only last for the duration of the recruitment process. Extensions beyond twelve (12) months shall be subject to the approval of the City Manager or designee. If the position or the employee is one that falls under representation by MPEA, the City shall inform MPEA of the extension and the reasons for extension.

XL. RECLASSIFICATION OF POSITION

Whenever a position is reclassified which is currently occupied by an incumbent who is satisfactorily performing the duties of the proposed position, the City shall place that
incumbent in the reclassified position, without the need to undertake a recruitment. Such reclassifications shall not result in demotion.

A reclassification may occur when the essential duties of a position change due to new technology, new regulations or laws, reorganization within the City, or other compelling reasons that increase to a higher level the duties performed by the position.

The City shall notify the Association whenever a reclassification is to occur to allow the Association to request to meet and confer over the impact and salary of the position.

Reclassification of an employee in a reclassified position may occur, at the City's discretion, if s/he has been satisfactorily performing the duties of the position for at least six (6) months, as evaluated by the Department Head.

Out-of-Class grievances that result in position reclassifications shall also result in the reclassification of the employee, provided s/he has been satisfactorily performing the duties of the position for at least six (6) months, as evaluated by the Department Head.

XLI. PROMOTIONS, TRANSFERS AND VOLUNTARY DEMOTIONS

A. Promotions

Promotion refers to the movement of an employee from a lower level position in one class to another class imposing higher duties and responsibilities, requiring higher qualifications and providing a higher maximum rate of pay.

Insofar as practical and consistent with the best interest of the City, as determined by the Personnel Officer or designee, vacancies shall be filled by promotion from within whenever qualified employees exist. Promotion-only classes will be establish by the Personnel Officer or designee in consideration of input from the Department Heads.

i. Requirements for Promotional Candidates

Only regular employees who meet the requirements set forth in the Classification Plan and who received a satisfactory overall rating at the time of their last performance evaluation may compete in promotional opportunities. Any employee who wishes to apply for promotional opportunity must also have completed at least six (6) months in their present position.

ii. Rejection Following Promotion

An employee rejected during or at the conclusion of the probationary period following promotional appointment shall be reinstated to the position from which he/she was promoted, or comparable position or class from which he/she was promoted, and shall receive credit for time served in the promotional position unless charges are filed and the employee is discharged in the manner provided for in the rules and regulations.
B. Transfers

A transfer occurs when an employee changes positions, which are in the same classification having the same maximum salary and requiring substantially the same qualifications. This may or may not involve a change of an employee’s place of employment from one department to another.

i. Conditions for Transfer

An employee, who does not possess the minimum qualifications for an open position, shall not be transferred to that position. A qualified employee may be transferred, provided the employee’s supervisor, the new supervisor and the Personnel Officer or designee have approved the transfer.

ii. Employee Requested Transfers

New employees, who have completed their probationary period in their current positions, may apply for a transfer. All other employees, who have worked a minimum of six (6) months in their current position, may apply for a transfer. A request may be submitted only when a vacancy exists. The employee’s request for transfer will be considered on the basis of the employee’s qualifications for the vacant position, the employee’s best interest, and the best interest of the City. Requests for transfers must be received according to deadlines established by the Personnel Officers or designee.

iii. Employer Initiated Transfers

The City of San Juan Capistrano reserves the right to transfer its employees from one position to another, or one department to another, if the transfer is necessary for the purpose of economy or efficiency.

iv. Job Transfer Opportunities

The City shall consider lateral transfers and promotional opportunities to vacant positions within the same or similar job class for at least two (2) weeks before they are opened competitively to non-employees. The employee requesting the transfer must have had a "satisfactory" rating on their last evaluation and meet the minimum qualifications for the position. The City would have no obligation to hire any of the applicants for transfer.

C. Voluntary Demotion

A regular employee may request a voluntary demotion to a vacant position in a class with a lower maximum salary rate provided the employee possesses the qualifications of that class.

Such requests must be filed with the Personnel Officer and require approval of the current Department Head and that of the Department Head of the vacant position.
XLII. LAYOFFS AND RE-EMPLOYMENT

A. Conditions for Layoff

The City Manager, with the concurrence of the City Council, may abolish any position, because of material change in duties and organization, or shortage of work or funds. The employee holding such position or employment may be laid off without disciplinary action and without the right of appeal. No regular employee shall be laid off until all temporary and probationary employees holding positions in the same class in the department are first laid off. Only those employees in the department assigned to the class in which the position is to be abolished shall be involved in this layoff procedure.

B. Notice of Layoff

Employees to be laid off shall be given at least fourteen (14) calendar days’ notice.

C. Order of Layoff

1. Within the classification, employees will be ranked by seniority with the most senior employee given the highest ranking and the next most senior employee given the next highest ranking and so forth. For the purpose of this section, seniority shall be determined as total number of years of full-time employment with the City of San Juan Capistrano. This category is given a weight of 30%.

2. Within the classification, employees will also be ranked by performance, based upon performance evaluations, official records, and/or qualified testing procedures where applicable. The employee within the classification with the highest performance rating shall be given the highest ranking and the next most competent employee shall be given the next highest ranking, and so forth. This category is given a weight of 40%.

a. To establish the performance ranking, each employee performance evaluation must be rated. A rating of 1 to 5 on the overall evaluation rating is assigned accordingly:

   Excellent = 5
   Above Standard = 4
   Meets Standards = 3
   Needs Improvement = 2
   Unsatisfactory = 1
3. Within the classification, employees will also be ranked by skill set, based upon education, licenses, and certificates obtained, which increase an employee's overall value to the organization. The employee with the greatest skill set within the classification shall be given the highest ranking and the employee with the next highest skills set level shall be given the next highest ranking, and so forth. This category will be given a weight of 30%.

To establish the ranking for skill set, the following point system shall be applied:

Education
1. PhD. = 4 points
2. Master's Degree = 3 points
3. Bachelor's Degree = 2 points
4. Associate of Arts Degree = 1 points

A degree must be directly related to the position in order for it to be awarded a point value.

Licenses
Each professional license = 1 point

Certificates
Each certificate = .5 point

Certificates issued upon completion of a test conducted by a sanctioning body such as a governmental, professional, or academic organization, are considered valid certificates. Training certificates that indicate that an employee participated in a training course or seminar are not awarded any point value; however, they would be incorporated into the performance evaluation.

D. Layoff Procedure

The Department Head will total the point values of the three (3) categories (seniority, performance, and skill set) for each employee within the classification to determine the order of layoff. Employees will be laid off in order of the numerical ranking, that is, an employee with a lower ranking would be laid off before an employee with higher ranking.

E. Re-employment List

The names of persons laid off in accordance with these rules shall be entered on a re-employment list for one (1) year, except that persons appointed to regular positions shall, upon such appointment be dropped form the list.

When a vacancy occurs in the subject class, the appointment authority shall consider the former employees from the re-employment list. It is the responsibility of the
employee on a re-employment list to keep the City informed of his/her current address and telephone number, and availability of work.

F. Disability Separation

In the event an employee is unable to perform the essential functions of his or her position due to an injury or illness, the City may provide up to twelve (12) continuous months of leave or modified duty. The City will continue to make the full contribution for health, dental, and vision premiums during any or all of the twelve (12) months that the employee is on unpaid leave. If, after twelve (12) continuous months, the employee is unable to return to his/her regular duties the following will apply.

To the extent permitted under Federal and State law, an employee unable to perform the essential functions of his/her position, with or without reasonable accommodation, as a result of physical or psychological illness or injury shall:

1. Be separated from employment. Employees who are separated pursuant to this section shall be accorded procedural due process (i.e., notice and an opportunity to respond to the separation) in accordance with the appeal procedures for disciplinary actions outlined in the Personnel Rules and Regulations.

   or

2. Be offered the opportunity to resign from his/her position with the City of San Juan Capistrano and place on a re-employment list for a period not to exceed one (1) year. Any employee returning to work shall provide the Personnel Officer or designee verification from a medical practitioner that he/she can perform the essential functions of his/her position, with or without accommodation.

   If during the period in which the employee is on the re-employment list, the employee is physically and/or psychologically able to resume the duties of his/her previous position and there is a vacant position in his/her classification, the employee will be entitled to return to that position.

   Separation from employment under this section does not preclude the City or employee from applying for a disability retirement.

XLIII. GRIEVANCE PROCEDURE

A. Matters Subject to Grievance Procedures

A grievance shall be initiated through an informal first step when the employee notifies the supervisor verbally of his/her contention that the City has violated or misapplied a specific obligation expressed and/or written in the Personnel Rules and Regulations of the City. Personnel Division staff is available to assist Department Heads in such matters as the interpretation of Rules, documentation procedures and preparation of notices as requested.
B. Notification of Grievance

The second step in the grievance process shall be a written notice filed in a timely manner, on a form provided by the City which shall include at a minimum:

1. Nature of the grievance;
2. Date when the incident occurred;
3. Description of the incident;
4. Rule violated; and,
5. Specific remedy sought by the employee.

C. Steps in the Grievance Process

First Step
Within ten (10) working days after the occurrence of the incident involved in the grievance, the employee may initiate the grievance process by discussing the matter informally with his/her immediate supervisor. An attempt shall be made to resolve the grievance between the employee and the immediate supervisor. The supervisor shall deliver an oral or written response within ten (10) working days after submission of the grievance.

Second Step
If the grievance is not satisfactorily resolved in the first step, the grievance may be submitted in writing to the supervisor's supervisor, if any, within the department organization within ten (10) working days after the immediate supervisor's answer is received by the employee. After an attempt to resolve the grievance between the employee and his/her designated representative, if any, the intermediate supervisor shall deliver a written answer within ten (10) working days after submission of the grievance. If there is no intermediate supervisor, the grievance shall go directly to the Department Head.

Third Step
If the grievance is not satisfactorily resolved in the first and second steps, it shall be submitted in writing to the employee's Department Head within ten (10) working days after the intermediate supervisor's answer is received by the employee. The Department Head shall meet with the employee and his/her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Head. The Department Head shall review the grievance and may affirm, reverse, or modify the disposition made at the first and second steps and shall deliver a written answer to the employee within ten (10) working days after said meeting.

D. Appeal of Decision

If the grievance is not satisfactorily resolved, the employee may appeal the decision of the Department Head to the City Manager. At the option of the employee, the grievance may be submitted:
i. Directly to the City Managers, or

ii. To an impartial arbitrator who will provide an advisory opinion to the City Manager prior to the consideration of the grievance by the City Manager, or

iii. To a mediator from the State Mediation and Conciliation Services who will provide finding and recommendations to the City Manager prior to consideration of the grievance by the City Manager.

When the appeal is submitted to the City Manager, it shall specify whether the employee desires to have the appeal considered directly by the City Managers or reviewed first by an impartial arbitrator or state mediator. Such submission must occur within ten (10) working days after the Department Head’s written answer is received.

E. Advisory Arbitration

An employee may elect to use an impartial arbitrator to provide an advisory opinion to the City Manager prior to the consideration of the grievance by the City Manager. After a hearing on the merits of the grievance and considering evidence from all parties concerned, the impartial arbitrator shall submit a written advisory opinion to the City Manager.

Within ten (10) working days after receipt of the written advisory opinion of the impartial arbitrator, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after said meeting. The City Manager’s decision shall conclude the administrative appeals procedure.

If an employee elects to use an impartial arbitrator, the arbitrator shall be selected jointly by the employee and his/her designated representative, if any, and the City. The cost of the arbitrator, if any, shall be born equally by the employee and the City.

F. State Mediation

An employee may elect to use a certified mediator from the State Mediation and Conciliation Services to provide finding and recommendations to the City Manager prior to the consideration of the grievance by the City Manager. After a hearing on the merits of the grievance and considering evidence from all parties concerned, the certified mediator shall submit a written summary of his/her finding and recommendations to the City Manager.

Within ten (10) working days after receipt of the written summary of findings, and recommendations from the certified mediator, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after said meeting. The City Manager’s decision shall concluded the administrative appeals procedure.
If an employee elects to use a certified mediator from the State Mediation and Conciliation Service, the certified mediator shall be selected jointly by the employee and his/her designated representative, if any, and the City. The cost of the certified mediator, if any, shall be born equally by the employee and the City.

G. City Manager

An employee may elect to submit the grievance directly to the City Manager for final and binding decision. Within ten (10) working days after submission of the grievance to the City Manager, the City Manager shall meet with the employee and his/her designated representative, if any, and other appropriate persons to assess the grievance.

The City Manager may affirm, reverse or modify the disposition of the grievance. The City Manager shall deliver written decision to the employee within ten (10) working days after said meeting, and such decision shall conclude the administrative appeals procedure.

H. Extension of Time

Any or all of the time limitations mentioned above with reference to filing and response times may be extended by mutual agreement between the employee and the City.

XLIV. FAIR EMPLOYMENT PRACTICE

The City of San Juan Capistrano assures any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No recruitment or selection technique shall be used which, in the opinion of the Personnel Officer or designee, is not justifiably linked to successful job performance. It is the policy of the City that no technique, procedure or policy in recruitment and selection shall be discriminatory to any group protected by state or federal legislation.

XLV. NON-DISCRIMINATION POLICY

The City shall offer equal employment to all persons without regard to race, creed, color, sex, age, national origin, religion, physical or mental handicap or veterans’ status, or any other legally-protect class. No applicant is to be discriminated against or given preference because of these factors. This policy is intended to apply to recruiting, hiring, promotions, upgrading, layoffs, compensation, benefits, termination and all other privileges, terms and conditions of employment.

XLVI. CONTINUATION OF BENEFITS

All fringe benefits previously granted and currently in effect to represented employees shall remain in full force and effect, unless modified by the provisions of this agreement.
XLVII. SEPARABILITY

The provision contained in this agreement have been bargained for and agreed to independently, and no particular clause, condition, or agreement is contingent or dependent upon any other; therefore, should any such clause, condition, or agreement be held to be void or unenforceable, the remainder of the terms and conditions of the agreement shall remain in full force and effect.

XLVIII. PERSONNEL RULES

Proposed changes to the Personnel Rules submitted during the negotiation of the agreement are incorporated into the revised Rules. Such proposed changes are subject to meet and confer, to include impasse, mediation and fact-finding, if necessary.

Any such resulting changes to the Personnel Rules and Regulations shall be incorporated into the Memorandum of Understanding by amendment where appropriate.
This agreement was entered into on the 11th day of June, 2018.

SAN JUAN CAPISTRANO MUNICIPAL EMPLOYEE RELATIONS OFFICER

[Signature]
Benjamin Siegel
City Manager

SAN JUAN CAPISTRANO MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION

[Signature]
Sergio Klotz
MPEA President

ATTEST: CITY OF SAN JUAN CAPISTRANO

[Signature]
Maria Morris, City Clerk

Approved by the City Council of the City of San Juan Capistrano on this 11th day of June, 2018.