



## Memorandum of Understanding

Between The Coastal Animal Services Authority

and

CASA Bargaining Unit of the San Clemente City

Employees Association

July 1, 2022 - June 30, 2025

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MEMORANDUM OF UNDERSTANDING  
BETWEEN

THE COASTAL ANIMAL SERVICES AUTHORITY

and

THE SAN CLEMENTE CITY EMPLOYEES ASSOCIATION – COASTAL ANIMAL  
SERVICES AUTHORITY BARGAINING UNIT

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

Modifications to existing wages, hours and other terms and conditions of employment set forth below have been agreed to by the signatories to this Memorandum for all Coastal Animal Services Authority (“CASA”) full-time benefitted employees represented by the San Clemente City Employees Association – Coastal Animal Services Authority Bargaining Unit (“Bargaining Unit”). This Memorandum of Understanding shall remain in full force and effect for the period commencing July 1, 2022 through June 30, 2025. Upon approval by the CASA Board and ratification by the members of the Association, the parties agree as follows:

**Article I - Wages:** Pursuant to the Side Letter of Agreement between CASA and the San Clemente City Employees Association, effective April 18, 2022, all Bargaining Unit employees received a 2.5% increase on their base wages retroactive to August 7, 2021.

- A. Upon approval of this Memorandum of Understanding, effective retroactively to the pay period that includes July 1, 2022, CASA shall increase the base salary of all classifications represented by the Bargaining Unit by 2.00%. Additionally, in the first pay period after the adoption of the MOU, CASA shall pay all then-current employees a one-time non-pensionable payment of five hundred dollars (\$500).
- B. Effective the pay period that includes July 1, 2023, CASA shall increase the base salary of all classifications represented by the Bargaining Unit by 2.00%.
- C. Effective the pay period that includes July 1, 2024, and following a salary survey of all CASA classifications, the “step” salary schedule will be eliminated, and performance reviews will be used to determine merit increases as follows:
  - i. The merit increase range for a “Successful” rating shall be 1-3%
  - ii. The merit increase range for an “Exceptional” rating shall be 2-5%
  - iii. If an employee’s overall rating is below “Successful” they shall have the right to appeal to the Manager/Director to determine if the substandard rating was for cause, and the decision of the Manager/Director shall be final without further right of appeal or grievance.

- iv. If an employee's pay rate is at the salary range maximum of their position, they may, at the discretion of the Manager/Director, be awarded a one-time performance bonus based on the ratings outlined in "i" and "ii" above. The bonus will be included as taxable income on the employee's payroll check and does not qualify as CalPERS pensionable income.

**Article II - Overtime Compensation:** For purposes of computing overtime, paid time off due to sick leave, vacation, compensatory time, or holiday pay shall not be considered as hours worked.

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

All Compensatory Time accrued and not used shall be paid out to the employee on the second payroll check in June of each year. Each year, rather than having all Compensatory Time paid out, an employee may elect to keep up to eighteen (18) hours of Compensatory Time "on the books" for use during the next fiscal year. An employee must request this option between May 1st and May 31st of the calendar year before the Compensatory Time is accrued.

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

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

**Work Units Covered:** CASA Animal Control Officers

**Assignment:** Assignment time-periods are at the sole discretion of the supervisor or Manager/Director and may change as long as written notice is provided to the affected group fourteen (14) calendar days before the effective date of the change. A change in any time-period is appealable and cannot be grieved. CASA employees eligible for standby will work daily assignments.

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

Animal Control Officers can decide if they need to drive to the incident site or if the situation can be addressed over the phone. If, in the judgement of the Animal Control Officer, the call requires the employee to be onsite, they must be on-scene within forty-five (45) minutes of the initial call.

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

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

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

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

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

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

Standby Compensation: The compensation will begin retroactive to the first full pay-period of August 2022. CASA employees on standby shall be compensated as follows: \$35 weekdays (M-F) and \$65 per day for Saturdays, Sundays and CASA-recognized holidays.

Trades or Replacement for Standby Assignment: Any employee who wishes to trade or seek a replacement for an assigned standby assignment must obtain written acceptance of the assignment from the employee filling in for the shift. It is the responsibility of the employee originally assigned the standby to provide the supervisor or Manager/Director with the written acceptance of the trade from the other employee prior to the standby period beginning. The notification must include the date or dates that have been traded or taken. The forwarding of an email or text message to the supervisor or Manager/Director is sufficient to document the acceptance of a change, and the supervisor or Manager/Director shall acknowledge receipt of the communication via a written response (e.g., "OK," "Got it," etc.).

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

**Article V - Court Standby:** During off-duty status, employees on standby for court appearances resulting from a subpoena relating to work shall be paid \$10/day. If called to court while on off-duty standby, employee will be paid time and one-half from the time the employee leaves their residence to travel to court, until the time that employee returns to their residence after court, conditioned upon the employee driving directly to court from their residence and driving directly back to their residence after court has concluded. Employee will request standby status.

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

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

**Article VIII - Group Medical, Dental Vision and Life Insurance:** CASA shall ensure members of the Bargaining Unit will continue to participate in the same health plans as employees of the City of San Clemente (City). Specifically, CASA shall continue to provide a health insurance plan, including medical, dental, optical, and life insurance coverage for CASA employees represented by the Bargaining Unit. CASA shall offer all Bargaining Unit employees the group health insurance plan provided for by the California Public Employees' Retirement System (CalPERS) medical plan and a separate vision plan. Delta Dental will continue to be the provider for the dental coverage with maximum benefits per calendar year of \$2,000 per person for the PPO dental plan.

CASA shall continue to offer a cafeteria plan to Bargaining Unit employees, based on the following monthly CASA contribution amount:

Employee Only: \$681.23 per month

- Beginning the first full pay-period in January 2023, the Employee Only amount shall increase by \$20.00, or \$701.23 per month.
- Beginning the first full pay-period in January 2024, the Employee Only amount shall increase by \$20.00, or \$721.23 per month.
- Beginning the first full pay-period in January 2025, the Employee Only amount shall increase by \$20.00, or \$741.23 per month.

Employee + One Dependent: \$1,282.43 per month

- Beginning the first full pay-period in January 2023, the Employee + 1 amount shall increase by \$30.00, or \$1,312.43 per month.
- Beginning the first full pay-period in January 2024, the Employee + 1 amount shall increase by \$30.00, or \$1,342.43 per month.
- Beginning the first full pay-period in January 2025, the Employee + 1 amount shall increase by \$30.00, or \$1,372.43 per month.

Employee + Family: \$1,699.13 per month

- Beginning the first full pay-period in January 2023, the Employee + Family amount shall increase by \$40.00, or \$1,739.13 per month.
- Beginning the first full pay-period in January 2024, the Employee + Family amount shall increase by \$40.00, or \$1,779.13 per month.
- Beginning the first full pay-period in January 2025, the Employee + Family amount shall increase by \$40.00, or \$1,819.13 per month.

Enrollment in the vision plan is mandatory and is completely paid for by CASA. The cafeteria amount pertains only to medical and dental coverage.

The balance of any monthly contributions necessary to maintain the selected plan shall be paid by the employee through payroll deductions from their paycheck. Employees can opt-out of the medical insurance plan as long as the employee can show proof of insurance. Employees must continue in the employee only vision plans and will receive \$300 per month in ordinary income in lieu of medical insurance coverage. CASA's cafeteria contribution towards health insurance is capped as shown above and will not be modified.

CASA will provide term life insurance coverage equal to two times the employee's annual base salary up to a maximum of one-hundred thousand dollars (\$100,000) for each full-time employee in the pension program.

It is expressly understood that the benefits of the plans provided by CASA will be governed by the policies between CASA and the contracting insurance companies. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to CASA or the Bargaining Unit, nor shall such failure be considered a breach by CASA or the Bargaining Unit of any obligation undertaken under this or any other agreement. However, nothing in this agreement

shall be construed to relieve any insurance carrier of any liability to CASA, the Bargaining Unit, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder. CASA will designate representatives who will be available for consultation with employees so that an explanation may be given with respect to the basis for disposition of claims so that claimants may be assisted by CASA in receiving all benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

**Article IX - Medical Plan for Layoffs:** If an employee is laid off from his/her position, CASA will pay in full the monthly contribution toward the medical plan for the employee and their dependents for a period of not greater than six (6) months provided:

- The employee is receiving unemployment insurance benefits; and
- The employee submits to CASA a monthly statement attesting to their continuing unemployment.

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

**Article X- Medical Plan for Retirees:** CASA shall permit employees who retire from positions represented by the Bargaining Unit to participate in the existing CASA health plans available to employees represented by the Bargaining Association. The retiree shall be eligible to enroll dependents as provided for by the plans. Except for the medical coverage, to qualify for this provision, the retiree must have a minimum of ten (10) years of continuous service as a full-time CASA employee and be eligible for retirement as defined by the CASA of San Clemente Employees' Retirement Plan or the California Public Employers' Retirement System (CalPERS), whichever is applicable, and must be receiving a pension from same. The retired employee shall pay 100% of the premium costs in a timely manner except for any CalPERS mandated employer cost. Failure of the retired employee to pay such costs within thirty (30) calendar days of being billed shall terminate the retired employee's benefit and all such rights under this Article. For purposes of this Article, 30 days begins the day following the date the bill was placed in the U.S. Postal Service by First Class mail. CASA will follow the eligibility requirements established by CASA pension plan for retired employees who are enrolled in the CalPERS Health Plan. In the event CASA is no longer enrolled in the CalPERS Health Plan, the provisions prior to April 1, 1997, as stated in the City of San Clemente Personnel Rules shall apply. CASA also agrees that to the extent there are any Bargaining Unit employees who are eligible based on their hire date, per City of San Clemente Personnel Rules, such employees/retirees can use their sick leave payoff to pay for dental and/or vision insurance premiums.

**Article XI – CalPERS Retirement:** CASA agrees to continue to engage in the contract process with CalPERS to attempt to secure retirement benefits for eligible active CASA employees. CASA intends to match the benefits currently provided under the San Clemente Employees' Retirement Plan to the extent possible, subject to available options provided by CalPERS. Pursuant to the San Clemente Employees' Retirement Plan, employees identified as "Classic" CalPERS members under the law participate in a 2% @ 55 benefit formula, and employees identified as "PEPRA New" under the law participate in a 2% @ 62 benefit formula. Existing and future employees

identified as "Classic" CalPERS members are required to pay the 7.0% of the employee's share of the retirement system contributions. Existing and future employees identified as "PEPRA New" CalPERS members are required to pay 50% of the normal cost to the retirement system in compliance with PEPRA. If a contract with CalPERS is finalized, CASA shall pay for the employer's share for all eligible "Classic" and "PEPRA New" regular full-time employees. Unless and until CASA enters into a contract with CalPERS securing retirement benefits for eligible active CASA employees, such employees will continue to be subject to the City of San Clemente Restated Employees Retirement Plan, effective April 16, 2013.

Unless and until CASA enters into a contract with CalPERS securing retirement benefits for eligible active CASA employees, such employees will continue to be subject to the City of San Clemente Restated Employees Retirement Plan, effective April 16, 2013.

**Article XII - Section 125 Flexible Spending Account:** CASA agrees to offer employees represented by the Association the opportunity to participate in a Section 125 Flexible Spending Account Program.

This agreement is contingent upon the continued availability of such programs under Internal Revenue Service regulations, the maintenance of a minimum number or required ration of participants required by the plan administrator and/or law, and continued employee interest in such programs. CASA shall contract with an administrator or administrators, as deemed necessary by CASA, to establish, monitor, and administer the programs according to regulatory requirements. The choice of administrators remains solely with CASA. Participant requirements and responsibilities under this program will be as dictated by law or by the specific agreement(s) with any and all providers of services in relation to the program.

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

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

Up to nine (9) hours of leave with pay may be granted at the discretion of the Manager/Director, which discretion shall not be unreasonably withheld, for the death of an aunt, uncle, cousin, brother-in-law, sister-in-law, niece, and/or nephew on the basis of blood relationship, by marriage, or by virtue of registered domestic partnership relations.

**Article XIV - Short Term Disability Insurance:** Employees represented by the Bargaining Unit will be enrolled in a Short-Term Disability Insurance Program. The premium for the insurance shall be paid by CASA. (As of July 1, 2006 employees are covered under State Disability Insurance.)



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

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

**Article XVI – Voluntary Deferred Compensation:** CASA shall offer a voluntary Deferred Compensation Plan in accordance with Section 457(b) of the Internal Revenue Code to CASA employees represented by the Bargaining Unit.

**Article XVII - Provision of Uniforms/Uniform Allowance/Footwear:** CASA shall provide initial and replacement uniforms for employees in the Animal Control Officer classification. The provision of uniforms is to be made using the most appropriate method as determined by management. Employees shall be responsible for proper care and maintenance of uniforms. No replacement of a uniform or any part thereof will be made unless the employee returns a similar uniform article to their supervisor or Manager/Director. The maximum value of uniforms provided each employee during a fiscal year shall be two hundred forty dollars (\$240.00).

Work Boots: Animal Control Officers or positions which perform the duties of Animal Control Officer will be provided with an annual work boot allowance in June each year of the Agreement in the amount of two hundred and fifty dollars (\$250) for the purchase of work boots of the employee's choice.

**Article XVIII - Distribution of Paychecks:** CASA will ensure employees have access to their paychecks through the City of San Clemente's current internal, online system via kiosks or other forms of computer accessibility. CASA will also review new programs to ensure consistency and accuracy as well as availability.

**Article XV - Vacation and Sick Leave Accrual:**

**Vacation:** All employees represented by the Bargaining Unit receive vacation according to the following schedule:

<u>Years of Service</u>	<u>Annual Leave</u>	<u>Monthly Accrual</u>
0-4 Years	13 working days (104) hours	8.66 hours (full month)
5-9 Years	15 working days (120 hours)	10.00 (full month)
10-15 Years	20 working days (160 hours)	13.33 hours (full month)
16-20 Years *	20.5 working days (164 hours)	16.66 hours (full month)
20-25 Years *	21 working days (168 hours)	14.00 hours (full month)
25 Years and up*	22 working days	14.66 hours (full month)

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

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

**Article XVI - Vacation Cash-Out:** Each calendar year, eligible employees will have an opportunity to cash-out up to 32 hours of accrued vacation hours. To be eligible, employees must maintain a minimum of 100 vacation leave hours after the cash out.

Between November 1st and November 30th of each calendar year, employees may elect in writing to cash-out up to 32 hours of vacation that they will accrue in the next year (December 1st through November 30th). Vacation cash-outs will be paid on the first payroll date after the end of the accrual period. For example, if an employee makes an election on November 10, 2022, to cash out 10 hours of vacation leave that will be accrued between December 1, 2022 and November 20, 2023, the 10 hours of vacation will be paid in the first payroll date of December 2023.

The election is final. While cash out requests are voluntary, once the request is submitted, the election cannot be changed. Vacation will be paid out at the standard rate of pay in effect at the time the vacation is paid.

**Article XVII-Holidays:** The twelve (12) eight (8) hour recognized paid CASA holidays are:

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

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

Employees that are required to work on a holiday will receive time and one-half (1½) in addition to receiving an additional day off which will be taken during the pay-period immediately preceding, the same pay-period, or the pay-period immediately following the holiday. Employees will receive holiday pay in an amount equal to the number of hours they would have been otherwise scheduled to work if the day was not a holiday. For example, an employee who would have been scheduled to work eight (8) hours will receive eight (8) hours of holiday pay, and an employee who was scheduled to work nine (9) hours will receive nine (9) hours of holiday pay. Floating Holidays: CASA will provide four (4) hours of floating holiday leave to employees annually in December, to be used on a preselected day during the following calendar year. Floating holiday leave must be used in the calendar year for which it is provided and is not transferrable to the next year or paid out upon leaving CASA employment.

**Article XVIII - Work Schedules:** CASA has a 9/80 work program which results in the shelter being closed for one day every other week. All employees are assigned to that program with the exception of those who are in a job classification which require that services be rendered even when the shelter is closed. In that event, those employees remain on a 40-hour/5-day work cycle unless an alternative work schedule is submitted to and approved by the Manager/Director or employee's supervisor. CASA and the Bargaining Unit agree that the decision regarding configuration of employee work schedules is solely vested with and totally discretionary by the Manager/Director or supervisor in accordance with the City of San Clemente Personnel Rules, as applied to CASA.

**Article XIX - Lunch Break:** The standard lunch period will be thirty (30) minutes. A sixty (60) minute lunch period will be the exception and must be approved by the Manager/Director or supervisor. Paid rest breaks may not be used to augment or replace lunch periods.

**Article XX - Jury Duty:** Employees shall be entitled to leave without loss of pay for any time they are required to perform jury duty. Such pay shall not be offset by jury duty fees or allowances paid to the employee, provided that the employee submits to CASA a daily verification of their jury duty participation.

**Article XXI - Bilingual Pay:** At the discretion of the Manager/Director based on the needs of CASA, employees who are selected and approved by the Manager/Director and who pass a proficiency test in the language in which they propose to provide bilingual services shall receive twenty dollars (\$20.00) per pay-period, full pay-periods only. A maximum of three (3) employees are eligible for this pay.

**Article XXII – MissionSquare Retirement Loan Program:** CASA agrees that benefitted employees enrolled in the ICMA 457 Deferred Compensation Program can participate in MissionSquare Retirement's loan program.

**Article XXIII – Applicability of City of San Clement Personnel Rules:** The provisions of the City of San Clemente Personnel Rules, as adopted by CASA, will apply to all employees of the Bargaining Unit unless any such provision conflicts with a provision of this Memorandum of Understanding, in which case the memorandum of Understanding provision will apply.

**Article XXIV - Fair Labor Standards Act:** If any of the provisions of this Memorandum of Understanding, the City of San Clemente Personnel Rules as applied to CASA, or any other terms or conditions of employment are inconsistent with the Fair Labor Standards Act, as it may apply to CASA and its employees, CASA and the Bargaining Unit agree to meet and confer in good faith pursuant to Government Code Section 3500, et. seq., as to all impacted terms of this agreement. Nothing herein shall preclude CASA from taking necessary actions to comply with the Fair Labor Standards Act.

**Article XXV - Certificates:** CASA will pay the costs of testing and costs for any certificate that is required by CASA, provided the employee successfully passes the appropriate tests, for an employee to obtain a certificate, including for a class "A" or class "B" driver's license if required as part of his/her job.

**Article XXVI – Bargaining Unit Membership:**

- A. Requests from employees represented by the Bargaining Unit to withdraw from Bargaining Unit membership and discontinue dues deductions to the Bargaining Unit shall be required to be submitted, in writing, to the President of the Bargaining Unit for processing through the Orange County Employees Association. The Bargaining Unit agrees to process such withdrawal notices within a five (5) working day period, if eligible. The Bargaining Unit shall indemnify CASA and its participating cities and hold it/them harmless against any and all claims, demands and suits or other forms of liability that may arise out of, or by reason of, the action taken by CASA for the purpose of complying with the provisions of this Article.
- B. CASA agrees to provide the Bargaining Unit with 10 days' advance notice of any new employee orientation, pursuant to Government Code §3556, and to include a one-page Bargaining Unit "Information Sheet" in the orientation packet for newly hired employees in positions represented by the Bargaining Unit. CASA and the Bargaining Unit agree that the purpose of the "Information Sheet" is to familiarize new employees with the operations and benefits of the Bargaining Unit. All information contained on the "Information Sheet" shall be approved by the CASA Manager/Director prior to implementation of this Article. Any subsequent changes in content or design of the "Information Sheet" shall be required to receive subsequent CASA Manager/Director approval. All costs associated with preparing the "Information Sheet" shall be borne by the Bargaining Unit. The Bargaining Unit agrees to indemnify and hold CASA harmless with regard to any disputes between employees represented by the Bargaining Unit and the Bargaining Unit arising out of information contained in the "Information Sheet".
- C. CASA agrees to provide the Bargaining Unit with the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire and to provide the Bargaining Unit with the aforementioned contact information for all employees of the Bargaining Unit every 120 days pursuant to Government Code §3558. Names and addresses

provided will reflect the most current data on file with the City of San Clemente Human Resources Office as of the date the list is prepared. Prior to the preparation of the list each year, the City of San Clemente Human Resources Office shall distribute a memo to each employee in a classification represented by the Bargaining Unit stating that the employee may request, in writing, that the Human Resources Office not provide their address to the Bargaining Unit. Receipt of such written request shall preclude the Human Resources Office from providing the employee's address to the Bargaining Unit until such time as the employee rescinds the request in writing.

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

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

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

**Article XXVIII - Severability:** In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that

provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provision of the Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

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

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

**Article XXX - Adoption:** This Memorandum of Understanding shall commence upon adoption by CASA and shall remain in effect through June 30, 2025. This Memorandum of Understanding shall be implemented by appropriate action of the CASA Board.

Executed this 15 day of Nov 2022.

REPRESENTATIVES OF THE SAN CLEMENTS CITY EMPLOYEES ASSOCIATION - COASTAL ANIMAL SERVICES AUTHORITY BARGAINING UNIT

REPRESENTATIVES OF THE COASTAL ANIMAL SERVICES AUTHORITY

DocuSigned by:  
*Kade Boisseranc*  
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Kade Boisseranc, President

*Gene James*  
Gene James, Board Member

*Jammy Federico*  
Jammy Federico, Board Member

DocuSigned by:  
*Dan Lowrie*  
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Dan Lowrie, Past President

DocuSigned by:  
*Jennifer Stinett*  
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Jennifer Stinett, Negotiations Team

[SIGNATURES CONTINUED ON NEXT PAGE]

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\_\_\_\_\_  
Jill Moran, Negotiations Team

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*Tia Grasso*  
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Tia Grasso, OCEA Associate General Counsel