

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF PIEDMONT

AND

RECREATION/CHILDCARE EMPLOYEES GROUP

2013 - 2017

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision, hereinafter named "City" concerning conditions of employment to be in effect during the period of January 1, 2013 through June 30, 2017, for those employees working in the Recreation/Childcare Employees Group referred to and further described in Section 1 of this Memorandum.

SECTION 1 - NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, gender, sexual orientation or political affiliation or opinion against anyone employed by the city; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age or disability.

SECTION 2 - HOURS OF WORK

2.1 WORKDAY AND WORKWEEK

The regular daily work schedule for Recreation/Childcare employees shall be eight (8) hours. The regular weekly work schedule for Recreation/Childcare employees shall be forty (40) hours.

2.2 MEAL PERIODS

A meal period shall be granted to each employee during the shift and shall be scheduled as close as possible to the middle of the shift. Such a meal period shall be one (1) hour.

2.3 OVERTIME

Overtime work is work that is performed in excess of the regular daily work schedule or the regular weekly work schedule. Paid holidays, vacation leave and paid sick leave shall count as time worked for the purpose of computing weekly overtime.

2.4 COMPENSATORY TIME OFF

Employees working overtime may elect, with the permission of their Department Head, to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be accrued at the rate

of one and one-half (1-1/2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of two hundred and ninety (290) hours. Employees desiring to utilize compensatory time off may do so with the permission of their Department Head.

SECTION 3 – WAGES AND CLASSIFICATION

3.1 MINIMUM WAGES

The following salaries shall be effective July 1, 2013:

CLASSIFICATION	Step 1 (0-12 mos.)	Step 2 (13-24 mos)	Step 3 (25-36 mos)	Step 4 (37-48 mos.)	Step 5 (49-60 mos.)	Step 6 (61-72 mos)	Step 7 (Thereafter)
Childcare Site/Recreation Program Coordinator	3,642	3,824	4,015	4,217	4,427	4,649	4,882
Pool Manager/ Recreation Program Coordinator	3,642	3,824	4,015	4,217	4,427	4,649	4,882
Assistant Childcare Site/ Recreation Program Coordinator	3,148	3,304	3,469	3,642	3,824	4,014	4,214

Salaries for the remaining contract years will be increased as follows:

3% effective July 1, 2014

3% effective July 1, 2015

3% effective July 1, 2016

If, during the term of this agreement, any other bargaining unit is offered a cost of living increase, the same increase will take effect for the Recreation/Childcare Employees Group.

3.2 ELIGIBILITY FOR ADVANCEMENT IN PAY

Employees shall be advanced from Step 1 through Step 7 in accordance with the time-in-step requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay. When an employee demonstrates outstanding capacity in performing his/her duties advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined above. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

3.3 ATTAINING ADVANCEMENT

An employee, in order to be advanced in steps, must demonstrate that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work

accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

3.4 USE OF PERFORMANCE RATINGS IN DETERMINING WHETHER STEP ADVANCEMENT IS MERITED

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner as necessary.

3.5 WITHHOLDING STEP ADVANCEMENT

Department Heads have the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. Department Heads shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work all possible guidance and assistance toward improvement.

3.6 WORKING OUT OF CLASSIFICATION

An employee temporarily assigned to an acting assignment will receive a higher rate of pay for that assignment. The employee will receive a ten percent (10%) differential.

3.7 CALL-BACK PAY

Employees called to work on his or her day off or at a time other than their regular shift shall receive a minimum of four (4) hours of compensation. This call-in time is not paid contiguous with any regularly scheduled shift.

All time actually worked during this call-back time shall be paid at the applicable overtime rate. All time in addition to actual working time shall be paid at straight time to a combined maximum of four (4) hours.

If the employee works more than four (4) hours of call-back, the total time worked shall be paid at the overtime rate. Additional hours of call-back time at the straight time shall not be applicable.

3.8 RETIREMENT PLAN

The City contracts with the California Public Employees Retirement System (CalPERS) for employee retirement benefits, and all eligible employees covered by this MOU are CalPERS members.

3.8.1 Retirement – Employees Hired Before August 21, 2012

This Section 3.8.1 shall apply to employees hired before August 21, 2012, who are contributing members of CalPERS.

A. Final Compensation Based on the Single Highest Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.8.1 shall be based on the single highest year.

B. 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to all employees covered by this section 3.8.1 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.8.1 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required contribution amount was 8% as of the date of this MOU):

- 2% effective (when ratified).
- 4 % effective July 1, 2014.
- 6 % effective July 1, 2015.
- 8 % effective July 1, 2016.

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution schedule will be recalculated based upon the updated required employee contribution rate established by CalPERS, and any increased employee contribution above 8% will be paid by employees when the CalPERS increase is effective.

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.8.1 will contribute an additional amount as follows:

- 50% of the City's PERS contribution above 22.089%. In the event the City refinances the CalPERS Side Fund, the City's employer contribution rate cap will be decreased based on the "Amortization of Side Funds" rate in the current "Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont."

3.8.2 Retirement – Employees Hired On or After August 21, 2012 And Employees Hired After January 1, 2013 With Pension Reciprocity

This section 3.8.2 shall apply to employees hired on or after August 21, 2012, and employees hired after January 1, 2013 with pension reciprocity who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.8.2 shall be based on the member's highest three-year average.

B. 2.0% @ 60 Pension Formula

The 2.0% at 60 pension formula shall be available to all employees covered by this section 3.8.2 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.8.2 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required employee contribution amount was 7% as of the date of this MOU):

- 2 % effective (when ratified).
- 4 % effective July 1, 2014.
- 6 % effective July 1, 2015.
- 7 % effective July 1, 2016.

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution schedule will be recalculated based upon the updated required employee contribution rate established by CalPERS, and any increased employee contribution above 7% will be paid by employees when the CalPERS increase is effective.

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.8.2 will contribute an additional amount as follows:

- 50% of the City's PERS contribution for the 2% @ 60 Plan above 22.089%. In the event the City refinances the CalPERS Side Fund, the City's employer contribution rate cap will be decreased based on the Amortization of Side Funds" rate in the current "Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont."

3.8.3 Retirement – Employees Hired On or After January 1, 2013 Without Pension Reciprocity

This Section 3.8.3 shall apply to employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.8.3 shall be based on the member's highest three-year average.

B. 2.0% @ 62 Pension Formula

The 2.0% at 62 pension formula shall be available to all employees covered by this section 3.8.3 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.8.3 will contribute 50% of normal costs as established by CalPERS for the 2.0% @ 62 Pension Formula. The required contribution amount was 6.25% as of the date of this MOU.

In the event employee contribution rates are adjusted by CalPERS during the term of this MOU, the employee contribution will be recalculated based upon the updated required employee contribution rate established by CalPERS.

D. Additional Required Employee Contribution

In addition to the required employee contribution, members covered by this section 3.8.3 will contribute an additional amount as follows:

- 50% of the City's PERS contribution above 22.089%. In the event the City refinances the CalPERS Side Fund, the City's employer contribution rate cap will be decreased based on the "Amortization of Side Funds" rate in the current "Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont."

3.8.4 Retirement – All Employees

The City will maintain the IRS 414(h)(2) provision allowing the employee to defer State and Federal income taxes on their CalPERS contributions.

The required employee contributions described in Section 3.4 shall continue in effect until modified by a subsequent Council Resolution.

3.9 CERTIFICATION PAY

Food Safety Certification: An additional \$250 annual payment for obtaining a food safety certification training certificate from the Alameda County Environmental Health Department. Recertification is required every three years to maintain the certification pay. The City will pay the registration fee for certification (for one course and exam) and the fee for recertification (one time every three years).

Childcare Education Certificate: A one percent (1%) differential shall be paid to Recreation/Childcare employees who obtain a professional development certificate approved by the City and related to the needs of children served by City recreation/childcare programs. The City will pay the registration fees for a certificate course approved by the City.

SECTION 4 – PROBATIONARY PERIOD

A probationary period of one year shall be established for all new employees. Any approved leave of

absence during the probationary period shall not be counted towards fulfilling the probationary requirement and such probationary period shall be extended accordingly. During such probationary period, an employee may be discharged for any reason which is legal.

SECTION 5 – HOLIDAYS

5.1 HOLIDAYS OBSERVED

The following shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	
December 24	Christmas Eve
December 25	Christmas Day
Employee's Birthday	

One floating holiday on a day mutually agreeable between the individual employee and the Department Head.

Any day proclaimed by the City Council as a holiday for city employees.

All holidays shall be taken or paid for during the calendar year in which they fall.

5.2 EMPLOYEE'S BIRTHDAY

The employee's birthday, which is presently a paid holiday, may be celebrated on a date other than that on which the birthday falls, subject to approval of the Department Head. Such alternative day shall be taken in the calendar year in which the birthday occurs. Failure to take the holiday within the calendar year shall result in forfeiture of the holiday.

5.3 HOLIDAYS TO BE OBSERVED ON WORKDAYS

In the event that any holiday listed above shall fall on a Saturday, such holiday shall be observed on the preceding Friday. In the event that any holiday listed above shall fall on a Sunday, such holiday shall be observed on the following Monday.

SECTION 6 – VACATION LEAVE

6.1 VACATION ACCRUAL RATES

Employees shall accrue vacation leave as follows:

1 through 5 years	11 days
6 through 9 years	15 days
10 through 12 years	17 days
13 through 15 years	19 days
16 through 19 years	20 days
20 years and after	22 days

6.2 DATE WHEN VACATION CREDIT STARTS

Vacation credit shall begin as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

6.3 HOLIDAY FALLING DURING VACATION

In the event that a holiday specified above occurs during a period of authorized vacation leave, said holiday shall be charged as a holiday, not a day of vacation leave.

6.4 ACCUMULATION

An employee shall be allowed to accumulate a maximum of two (2) years vacation accrual at any one (1) time.

6.5 VACATION SELLBACK

An employee may elect to convert for payment in cash a maximum of forty (40) hours unused vacation days per year, provided that eighty (80) hours have been used in the calendar year the vacation sellback takes place. The time is computed at the employee's current salary rate, provided adequate funds are available in the effected department's budget as determined by the City Administrator.

SECTION 7 – SICK LEAVE

7.1 ACCRUAL

An employee shall accrue sick leave at the rate of five (5) hours for each pay period of service.

7.2 USAGE

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

- (a) The employee's illness or injury incapacitates him or her from performance of duties.
- (b) The employee's receipt of required medical or dental care or consultation.

Employees may use up to 50% of their annual sick leave accrual to care for their sick child, parent, spouse, registered domestic partner* or the child of a registered domestic partner. Medical verification may be required.

**A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Human Resources Department of the City of Piedmont.*

SECTION 8 - LEAVES

8.1 FUNERAL LEAVE

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay in order to attend the funeral or memorial service for a period of up to three (3) working days. The immediate family of an employee, for the purpose of this Section, shall be defined as: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, son-in-law, sister-in-law, daughter-in-law, grandchildren and registered domestic partner.

Leave of absence with pay because of death in an employee's immediate family is allowed and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In the event of a death in the employee's family outside of the immediate family as provided above, an employee may apply to the City Manager and request funeral leave to attend the memorial service.

8.2 LEAVE OF ABSENCE WITHOUT PAY

An employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the City Administrator. Requests for leave shall not be unreasonably denied.

During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. The maximum leave of absence shall be for one (1) year.

8.3 MILITARY LEAVE

Employees who are called upon to perform active annual training duty or temporary special services as a member of an Armed Forces reserve and who lose time from their regular scheduled workweek shall be paid the difference between the pay received from the federal or state government for such reserve duty and their normal weekly earnings not to exceed two (2) weeks annually.

8.4 JURY DUTY

An employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California or any Federal Court convening in the State of California or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work; provided, however, that the city may require proof of the time such service was required and any monies received from jury service shall be remitted to the city; provided, further, that the employee shall report to work if released from jury service prior to 5:00 P.M. and does not have to report for jury service the following day. An employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

8.5 PREGNANCY LEAVE

Pregnancy Leave shall be granted in accordance with federal, state and local law. Pregnancy disability leave is a leave of absence necessitated by an employee's medical disability that is attributable to pregnancy, childbirth or related medical conditions. It includes leave needed for prenatal care, prenatal complications, and morning sickness.

Employees may take up a maximum of four months (88 work days for a full time employee) of pregnancy disability leave per pregnancy. Medical certification is required, and the length of the pregnancy disability leave will depend on the medical necessity for the leave. An employee shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months.

Except where medical circumstances preclude such notice, an employee who plans to take pregnancy leave shall give the city at least thirty (30) days advance notice where practicable, and an estimate of the duration of her absence when such information is available to her.

Pregnancy disability also is a "serious health condition" under the FMLA/CFRA so that, for employees who qualify for medical leave, health insurance will continue to be paid by the city for at least a combined total of 12 work weeks in any 12-month period.

The employee shall notify the city at least twenty (20) working days prior to her return from pregnancy leave of her intention to return to work, and provide the city with satisfactory written verification from a physician or other licensed health care practitioner of her ability to return to work.

For additional information about pregnancy leave, see section 8.6.

8.6 FAMILY AND MEDICAL LEAVE

Employees are eligible for unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Agreement will be applied in conformance with the provisions of FMLA and the CFRA in effect at the time the leave is granted and in conformance with City policies and practice.

Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, an

employee must have been employed by the City for a total of at least 12 months, and have been employed for at least 1,250 hours of service during the previous 12 months.

Family Care & Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law, including the FMLA and CFRA, an eligible employee is entitled to a total of 12 workweeks of unpaid leave during any 12 month period for any one, or more, of the following reasons:

- The birth of a child and to care for the newborn child;
- The placement with the employee of a child for adoption or foster care by the employee;
- To care for the employee's child, parent, spouse, or registered domestic partner (CFRA only) who has a serious health condition;
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave (CFRA); and
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (FMLA).

Family Care & Medical Leave to Care for a Covered Service Member with a Service Injury or Illness

Subject to the provisions of this Agreement and state and federal law, an eligible employee is eligible to take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

An eligible employee's entitlement is limited to a total of 26 workweeks of leave during a "single 12-month period" to care for a service member with a serious injury or illness. The City shall determine the "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this paragraph occurs using the 12-month period measured forward from the date of the employee's first FMLA leave to care for the covered member begins. During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

Pay Status and Benefits during Family Care & Medical Leave

Except as provided in this section, the family care and medical leave will be unpaid. The City will, however, continue to provide City contributions toward group health benefits during the period of leave on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of monthly premiums payments, if any.

Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or

unpaid leave to which the employee may be entitled for the same qualifying reason.

Relationship to Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. The leave shall not constitute a break in service for purposes of longevity or seniority under this Agreement or any employee benefit plan. For purposes of layoff, promotion, job assignment, and seniority-related benefits, the employee returning from family care and medical leave shall return with no less seniority than he or she had when the leave began.

Fitness for Duty

As a condition of returning from leave taken because of the employee's own serious health condition, the employee is required to provide the City with certification from the employee's health care provider that the employee is able to resume work and perform the employee's job duties.

SECTION 9 - HEALTH PLANS AND LIFE INSURANCE

9.1 HEALTH BENEFITS

The City will provide medical care and hospitalization insurance benefits by participation in the CalPERS Health Benefits Program, PEMCHA (The Public Employees' Medical and Hospital Care Act) or through alternative insurance plans. The City also provides dental care and vision benefits.

9.2 CITY CONTRIBUTION TOWARD MEDICAL INSURANCE PREMIUMS

The City's maximum contribution toward the premium costs of an employee's medical benefits is based on the 2013 PERS Kaiser Bay Area premium rates. The City will contribute monthly the following contribution toward the premium costs of an eligible employee's elected medical coverage. The City contribution includes the minimum statutory PEMCHA contribution and a supplemental amount for active employees.

- Employee only: \$ 668.63
- Employee +1: \$1,337.26
- Employee +family: \$1,738.44

All PERS Kaiser Bay Area premium increases above these amounts shall be shared equally

between the City and the employee. Employees electing coverage costing more than the City's contribution (2013 PERS Kaiser Bay Area rate + 50% of any subsequent increases) shall pay the difference through automatic payroll deduction.

Employees electing coverage costing more than the City's contribution shall pay the difference through automatic payroll deduction.

9.3 RETIREE MEDICAL INSURANCE

9.3.1 Retiree medical insurance is available for eligible employees who retire from the City of Piedmont. The amount paid on behalf of retirees and/or their eligible survivors shall increase annually as required by PERS regulations until it reaches the amount paid for active employees and their dependents.

All employees eligible for retiree medical insurance will contribute \$50 semi-monthly by payroll deduction.

9.3.2 The City shall adopt the Government Code Section 22893 vesting schedule for retiree medical benefits that shall apply to all employees who are hired on or after the effective date of the City resolution electing this vesting method. Employees hired after the effective date of this vesting schedule shall not be required to make the employee contribution described in Section 9.3.1.

9.4 CAFETERIA PLAN

Without a change in the City's maximum contribution toward health benefits for active employees (minimum statutory PEMCHA contribution plus the supplemental amount (§ 9.2)), the City may provide health benefits through a cafeteria plan. In the event the City decides to implement a cafeteria plan during the term of the MOU, the City will provide the Group an opportunity to review and discuss with the City any planned cafeteria plan prior to implementation by the City.

9.5 DENTAL PLAN

The city shall pay the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan in effect at the time of this agreement. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (lifetime maximum of \$5,000).

9.6 VISION PLAN

The city shall pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan in effect at the time of this agreement.

9.7 LIFE INSURANCE

The city shall pay the cost of providing each employee with a group term life insurance policy in effect at the time of this resolution in an amount equal to twice the employee's gross salary, rounded to the nearest one thousand dollar (\$1,000) increment. The city's payment shall cease upon the employee's separation from city service, but the employee may elect to retain such policy (if conversion is available) at his/her sole expense.

9.8 DISABILITY INSURANCE

The city shall continue in effect at no cost to the employee, the salary continuance disability insurance policy in effect at the time of this resolution or any other such successor program which provides essentially comparable benefit, which provides disability benefits equal to sixty (60) percent of any employee's current gross salary following a sixty (60) day absence due to non-job related injury or illness.

Effective January 1, 2002, the Recreation/Childcare Employees Group elected to have State Disability Insurance (SDI) withholding. Employee's wages are subject to State Disability Insurance withholding under Section 710.5 of the California Unemployment Insurance Code.

9.9 ALTERNATIVE COVERAGE

In the event that it may be possible to provide an alternative hospital/medical, life insurance or dental coverage providing comparable or superior benefits without additional cost to the city or the employees, the city may substitute or add alternate plans and or insurance carriers. The Group will be provided an opportunity to review and discuss with the city such proposed coverage prior to the implementation by the city.

SECTION 10 - LAYOFF

An employee being laid off shall receive thirty (30) calendar days notice of his/her layoff. Should the City Council elect to have a reduction in personnel, the affected employee(s) shall receive 30 days severance pay for the employees who have completed one or more year(s) of service.

A laid off employee shall have the right of recall to their former position for a period of one year following the layoff. Said employee must keep the city notified of his/her current address.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 TUITION REIMBURSEMENT

The city shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed Two Hundred & Fifty Dollars (\$250.00) per fiscal year if the subject matter content of the course is related to the employee's work assignment, promotional opportunities, transfer opportunities, or is a course required for the attainment of a degree or certificate program.

The Department Head shall recommend approval or disapproval and forward the request to the City Administrator whose decision shall be final. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of this course, the employee must submit to his/her Department Head a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursements.

11.2 COORDINATION WITH PERSONNEL RULES

This statement of compensation and benefits shall be considered supplemental to the provisions of the personnel rules, which are hereby made part of this document by reference thereto. In the event of any conflict between said personnel rules and this statement of benefits, the former shall prevail.

11.3 CLASS B OPERATORS LICENSE

At the discretion of the city, the city may require the employees of this Group to hold a Class B vehicle operator’s license. In the event that an employee is required to hold a Class B vehicle operator’s license, the city shall pay all of the direct costs associated with acquiring and maintaining such license.

11.4 SCHOOLMATES PROGRAM

The children of the employees covered by this Memorandum of Understanding are eligible to attend the Schoolmates program at no charge.

11.5 EMPLOYEE PARKING PASSES

Full time employees are eligible for employee parking passes. Due to limited employee parking spaces, employees will first attempt to park in the designated recreation parking lot, located at the corner of Magnolia and Bonita Avenue.

SECTION 12 - SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement. Any term and condition of employment not modified herein and not contrary to any rule or regulation as specified in the Personnel Rules of the city shall remain in full force and effect during the term of the Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the city and this Group.

SECTION 13 - SAVINGS CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 14 - ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Administrator for the City Council's consideration and approval by resolution. Upon such approval, this resolution shall supersede and control over conflicting or inconsistent city resolutions, regulations or policies.

SECTION 15 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall become effective January 1, 2013 and shall remain in full force and effect to and including June 30, 2017.

Signed and entered into this _____ day of _____, 2012.

By _____
Michael Murphy, Group Representative

By _____
Mayor John Chiang

By _____
Sena Weidkamp, Group Representative

Attest _____
John Tulloch, City Clerk