

MEMORANDUM OF UNDERSTANDING

City of Novato
and
Service Employees' International Union
(Unit C)

Term of Agreement
July 1, 2019 – June 30, 2021

922 Machin Avenue
Novato, CA 94945

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) by and between the City Manager of the City of Novato, hereinafter designated "City," and the Service Employees International Union (SEIU) Local 1021 Unit C, hereinafter designated as "Union," and has been jointly prepared by both parties.

The City Manager is the representative of the City of Novato in employer-employee relations as authorized by the City Council.

Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of Novato.

This Memorandum of Understanding is subject to all existing laws of the United States of America, State of California, and the ordinances, resolutions and regulations of the City of Novato. The City, the Union and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

The parties have negotiated in good faith regarding wages, hours and other terms and conditions of employment of the employees in said Representation Unit C; have exchanged freely information, opinions and proposals; and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned regarding matters within the scope of representation for all employees within Representation Unit C for Fiscal Years 2019/20 through 2020/21.

UNDERSTANDING AND AGREEMENTS

Unless otherwise indicated, the following understandings and agreements shall not become effective until ratified by the City Council:

1. RECOGNITION

This memorandum covers employees in Representation Unit C, "Managerial and Technical, General Employment," as represented by Service Employees International Union (SEIU) Local 1021, hereinafter designated as "Union," which has been certified as the recognized employee organization. The list of represented classes is set forth in Appendix A, herein.

1.1 Union Recognition

The City acknowledges the Union as the recognized employee organization and agrees to meet and confer in good faith promptly upon request by the Union and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, either party may open negotiations as early as four (4) months before the MOU expires.

1.2 Authorization for Payroll Deductions

- 1.2.1 The City shall rely exclusively on a written certification provided by an authorized representative of the Union requesting a deduction from Bargaining Unit members' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations for deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.
- 1.2.2 Except as otherwise provided, the City shall continue to deduct and remit contributions until it receives notice to change or cancel deductions from the Union, or it receives an order from a court or administrative body directing the City to change or cancel the deduction for one or more employees.
- 1.2.3 Based on the certification from the Union described above, the City shall deduct, the amount of Union membership dues, as well as payment of any other program sponsored by the Union as may be specified by the Union under the authority of a written certification form provided by the Union. Dues deduction for any individual shall be made only upon the written request of the Union. The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office, at the address specified by the Union.

1.3 Change Or Cancellation of Deductions

- 1.3.1 With the exception of subsection (1.2.2) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City will rely solely on information provided by the Union on such matters. The City will not advise nor resolve disputes between the Union concerning the amount of contributions, deductions, or revoking authorization of deductions.

1.3.2 Dues deductions may be revoked only pursuant to the terms of the employee's written authorization maintained by the Union. The City shall direct employee requests to cancel or change deductions to the Union. As required by state law, the City shall rely solely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

1.4 Indemnification

The Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Union shall be responsible for the defense of any claim within this indemnification provision, however, the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this Section brought by the Union against the City.

1.5 Bargaining Unit Report

The City shall provide to the Union a Bargaining Unit Member Report in electronic format on a quarterly basis and upon request by the Union of all current employees covered by the Agreement, which shall include each employee's:

- Full Name
- Job Title
- Department
- Work Location
- Work Phone Number
- Personal Phone Number (if collected)
- Personal Email Address (if collected)
- Home Address

1.6 Requests for Employee Information From External Organizations

The City will immediately provide the Union with a copy of any request for an external organization pursuant to the Public Records Act, Government Code Section 6250 et. Seq. or the Meyers-Miliias-Brown Act. Government Code

Sections 3500-3511 for any of the employees information listed under “bargaining unit report” above.

1.7 Union Officers and Stewards

A written list of the Chapter Officers of the Union, Union Stewards, with the areas they represent, shall be furnished to the City immediately after their designation and the Union shall notify the City promptly of any changes of such Union Chapter Officers or Stewards.

1.8 Union Bulletin Boards

The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Union literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Union when no longer timely. The City agrees that identifiable Union literature shall not be removed from said bulletin boards without first consulting with the representative of the Union to determine if the literature should remain for an additional period of time. The Union shall not post literature that is discriminatory, harassing, or violates City policy or the law.

1.9 Modifications or Addition of Classifications

The City will notify the Union when a job classification is modified or added and will meet with the Union, upon request, to discuss the appropriate unit placement for the position. If the parties cannot agree on the appropriate placement for the position, the dispute will be settled in accordance with the Employer-Employee Relations Policy of the City.

2. MOU MAINTENANCE BY EMPLOYEES

The City agrees to allow designated Union representative to conduct Memorandum of Understanding maintenance business during regular working hours provide that the combined hours for all representatives performing such maintenance business shall not exceed a total of thirty (30) working hours per month. Leave time used shall be recorded with date, purpose of the meeting/activity, and those in attendance and shall be provided to the department head and personnel officer each month. Prior approval of the designated representative’s supervisor is required before the conduct of Union business, and time spent in the conduct of Union business must be reported in the manner prescribed by departmental policy and the Employer-Employee Relations Resolution of the City. Whenever a person is hired in any of the job classifications covered by this Memorandum, the City agrees to notify such persons that SEIU Local 1021 is the recognized employee organization for employees in that classification.

The City and the Union agree that a workshop, not to exceed two hours unless both parties agree, will be offered to Department Heads and supervisory staff. The workshop will be held on City time and at City facilities and will cover changes in this contract and other issues relevant to this contract.

During the term of the contract, the City and the Union agree that consultation meetings may contribute to improved employer-employee relations. Meetings may be requested by either party. The party requesting the meeting shall submit a proposed agenda. With the concurrence of the receiving party a date, time and location for the meeting may be set. It is not intended that any such Labor-Management meetings shall be used to discuss issues formally handled under other provisions herein or other documents setting forth prescribed meeting procedures, such as for grievances or disciplinary actions.

3. CITY RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, certain City rights will not be subject to the meet and confer process. These include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standard of selection for employment, promotion and transfer; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over the technology and organization of performing its work.

4. NON-DISCRIMINATION

The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, union membership or related legally permissible activities, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.

5 SALARY COMPENSATION

5.1 Salaries

5.1.1 Salary Adjustments

Effective the first full pay period after ratification and City Council approval, a base wage increase of 2.5% shall be made to the salary schedule.

5.1.2 Longevity Pay

Effective the first full pay period following ratification by the Union, and approval by the Novato City Council, unit members shall receive longevity pay based on the following schedule:

- a. 1.0% will be added to base pay and shall commence at the beginning of the 10th year of service to the City.
- b. An additional 1.0% (total of 2.0%) will be added to base pay and shall commence at the beginning of the 15th year of service to the City.
- c. An additional 1.0% (total of 3.0%) will be added to base pay and shall commence at the beginning of the 20th year of service to the City.
- d. An additional 1.0% (total of 4.0%) will be added to base pay and shall commence at the beginning of the 25th year of service to the City.
- e. An additional 1.0% (total of 5.0%) will be added to base pay and shall commence at the beginning of the 30th year of service to the City.
- f. An additional 1.0% (total of 6.0%) will be added to base pay and shall commence at the beginning of the 35th year of service to the City.

5.2 Total Compensation Definition

Total Compensation shall be based on salary, PERS and the City's contribution to fringe benefits.

5.3 Salary Survey

In January 2021, the City will conduct a salary survey of all SEIU bargaining unit positions using the previously agreed to comparator agencies. The survey will be completed no later than February 28, 2021.

5.4 Extended Salary Range

5.4.1 Definition

Extended salary range (ESR) is compensation above the current salary based on assigned, nonpermanent work of a value to the City higher than that regularly performed or reasonably expected within the employee's current classification. ESR is related to a specific assignment, innovative cost saving suggestion or special effort on the part of the employee.

5.4.2 Eligibility

All regular, permanent classified employees of the City of Novato are eligible for ESR. (Excluded are hourly, seasonal and intermittent employees.)

5.4.3 Duration

ESR payments shall be directly related to exceptional work requirements. Suggestions and innovations which result in a tangible improved work product or environment will also be considered. ESR payments may be authorized for a maximum of six (6) months, but may be extended upon recommendation of the Department Head and approval of the City Manager. ESR payments terminate at the conclusion of the period of exceptional requirements.

5.4.4 Administration

The Department Head has sole responsibility for requesting an ESR for an employee within his/her department. The Department Head will make an ESR request by written memorandum to the City Manager setting forth the exceptional circumstances which apply and specifying the estimated length of time of the exceptional circumstances. The City Manager will review this request and, if it is approved, will establish the dollar amount of the ESR for the particular case. The City Manager will be responsible for maintaining the consistency of application of ESR within the City.

5.4.5 Notification

An employee who is awarded ESR will receive a copy of the personnel action advising him/her of the date, amount and duration of the changed salary status.

ESR compensation for assignments meeting the ESR criteria may be awarded up to \$250 above current salary.

5.5 Hourly Rates

Hourly rates shall be calculated by dividing an employee's annual salary by 2080.

5.6 Regular Rate of Pay

Items included in determining the employee's regular rate of pay for purposes of calculating overtime, retirement and other regular pay calculations shall include the pay rate as established in the pay range of the employee's classification, educational incentive pay, extended salary pay, shift differential and other payments regarded as a part of regular compensation. Employees of Unit C are not covered by the Fair Labor Standards Act overtime provisions.

5.7 Performance Evaluations

Performance evaluations shall be completed one week prior to the employee's anniversary date but no later than sixty (60) days after this date. Employees who do not receive their evaluation within the sixty (60) day period should contact their immediate supervisor, department head or the Personnel Division.

5.8 Merit Increase

Merit increases will become effective on the actual anniversary date of the employee upon receiving a successful performance evaluation.

5.9 Direct Deposit

All employees shall establish a direct deposit account in order to receive their pay checks.

6. HOURS OF WORK

6.1 Regular Work Day

The regular working day of all employees is nine (9) hours of work within a period not to exceed ten (10) consecutive hours, interrupted by a unpaid lunch break of not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour.

6.2 Regular Work Period

A regular work period shall be forty (40) hours to be worked within a seven (7) day period beginning at 12:01 p.m. Friday and ending at 12 noon the following Friday. However, this seven (7) day work period may be changed by the City Manager to any other consecutive seven (7) day period beginning and ending at any day and any time to accommodate alternate work schedules.

6.3 Standard Hours and Days of Work

The standard work week shall consist of five (5) days, Monday through Friday, inclusive; the regular work day shall begin at 7:30 a.m. and end at 5:30 p.m. This standard shall not apply to employees of departments which require different schedules of work to meet operational and service objectives of City departments. Nonstandard hours and days of work for employment shall be as established in writing by the City Manager

6.4 Flexible Hours

A flexible hours program, as approved by the City Council on March 27, 1979, is available to eligible represented classes.

7. OTHER COMPENSATION AND BENEFITS

7.1 Meal and Mileage Reimbursement

Employees scheduled to work night meetings will be reimbursed for the cost of a meal in accordance with Administrative Policy 6.1. The current maximum for reimbursement shall be eighteen dollars (\$18) per meal. The Recreation Division Manager is eligible for mileage reimbursement for use of his/her personal vehicle on City business when a City vehicle is not available or appropriate to use.

7.2 Educational Incentive

The following tuition reimbursement and educational incentive payments shall continue to be made available:

1. Tuition reimbursement may be made up to one hundred fifty dollars (\$150) per fiscal year in accordance with established City policy.
2. Educational incentive payments may be made in the amount of twenty-five dollars (\$25) per month for level one reimbursement and forty-five (\$45) per month for level two reimbursement.

7.3 Work in Higher Classification

An employee who is assigned to work in a higher position for a period of five (5) or more consecutive working days shall receive compensation for the time worked based on the rate of pay for the higher classification, but in an amount not less than one hundred five percent (105%) of his/her regular rate of pay. However, certain skill related positions may be compensated immediately for work in a higher position where as determined by the Department Head, the

higher position requires skills different from the occupied position and that the individual proposing to work in the higher position has the skills necessary with no additional training. Work in a higher class shall not be granted as part of a training program.

All work in a higher position shall be approved by the City Manager.

7.4 Bilingual Compensation

7.4.1 Stipend

Unit members who have demonstrated language fluency in Spanish, to the City's satisfaction, shall receive a stipend of three percent (3%) of base pay.

7.4.2 Limit on Eligible Positions

The City shall provide written notice to the Unit if it determines the number of positions eligible for this stipend will be limited.

7.5 Lump Sum Payments

7.5.1 Effective the first full pay period following ratification by the Union and approval by the Novato City Council, each permanent unit member, hired before January 1, 2019, shall receive a \$2,500 lump sum payment.

7.5.2 Effective the first full pay period following July 1, 2020, each permanent unit member shall receive a \$2,500 lump sum payment.

7.5.3 Effective the first full pay period following January 1, 2021, each permanent unit member shall receive a \$1,000 lump sum payment.

7.6 Special Leave Days

Effective the first full pay period following ratification by the Union and approval by the Novato City Council, each unit member who was employed by the City on or before July 1, 2019 shall be credited with two (2) days of special leave. These days must be used only as paid days off and must be used by June 30, 2021.

7.7 Bilingual Pay

Upon recommendation of the Department Head, a unit member who is assigned to a position that requires fluency in English, and in a second designated language, shall receive an additional three percent (3%) of base compensation. To receive bilingual pay, the unit member shall have demonstrated language fluency in the designated language to the City's satisfaction and must provide bilingual services

within the scope of their position and as otherwise directed by the City. Payment shall be made each pay period that the unit member is assigned to the position and required to perform bilingual services.

8. HOLIDAYS

8.1 Days Covered

The City agrees to provide employees covered by this Agreement thirteen (13) paid holidays per year:

- New Year's Day - January 1
- Martin Luther King Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31
- Two (2) floating holidays

8.2 Holidays Occurring on Weekends

It is the intent of this Agreement that all full-time employees receive thirteen (13) paid holidays regardless of their assigned work week. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. Employees not in a pay status, excluding disciplinary action, on the day preceding a holiday shall not receive the benefit of a paid holiday.

8.3 Floating Holidays

The floating holidays may be taken at any time during the fiscal year with the approval of the employee's Department Head. The two floating holidays are earned at the rate of one-half ($\frac{1}{2}$) day each for six (6) months or less of service in the fiscal year or one (1) day each for more than the six (6) months services. The floating holidays may not be accumulated and carried forward to the next fiscal year.

9. VACATION

9.1 Vacation Entitlement

Employees covered under this Agreement shall earn normal vacation in accordance with the following vacation entitlement schedule:

<u>Service</u>	<u>Work Days</u>
First Year	80 hours / 3.08 per pay period
Second Year	88 hours / 3.38 per pay period
Third Year	96 hours / 3.69 per pay period
Fourth Year	104 hours / 4.00 per pay period
Fifth Year	112 hours / 4.31 per pay period
Sixth Year	120 hours / 4.62 per pay period
Seventh Year	128 hours / 4.92 per pay period
Eighth Year	136 hours / 5.23 per pay period
Ninth Year	144 hours / 5.54 per pay period
Tenth Year	152 hours / 5.85 per pay period
Twelfth Year	160 hours/6.15 per pay period
Fifteenth Year	168 hours/6.46 per pay period
Seventeenth Year	176 hours/6.77 per pay period
Twentieth Year	184 hours/7.08 per pay period

9.2 General Provisions

An employee shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Employees on leave without pay status shall not earn vacation. Vacation time shall not be taken until earned and shall be subject to all other provisions of this Agreement.

The times during which an employee may take vacation shall be as approved by the Department Head, provided that if the requirements of the City service are such that part or all of an employee's vacation must be deferred beyond a calendar year, the employee may take vacation during the following calendar year.

It is the policy of the City that employees take their normal vacation (see Section 9.1) each year; provided, however, with the approval of the City Manager, an employee may take less than a normal vacation in one (1) year and carry the balance of his/her earned time over to the next year. Provided, however, that no employee shall be allowed to carry over more than two hundred seventy (270) hours of earned vacation to the next year. Employees who wish to carry over more than two hundred seventy (270) hours because of unusual circumstances may do so only with the permission of the City Manager. Vacation time may be taken in increments of two (2) hours.

The City will permit probationary employees who have received two (2) “competent” and/or “outstanding” evaluations for the first six (6) months of their probation, to take a maximum of five (5) days of vacation during the remaining six (6) months. The timing of the use of the five (5) days will be subject to organizational needs. Where applicable, a full probationary period will remain in effect by extending the anniversary period by the same number of days taken for vacation.

9.3 Effect of Termination on Vacation

Vacation is credited to the employee upon appointment and each pay period. Upon termination of an employee’s service with the City, he or she shall be paid a lump sum for all accrued vacation hours.

9.4 Status Report of Accrued Vacation Leave

The City will provide regularly to each employee on his or her paycheck stub an official record of his or her then current accrued vacation leave. Verification of an employee’s official accrued vacation leave record will be provided by the City based on a reasonable request for such verification.

9.5 Vacation Redemption

Once each year, on his/her employment anniversary date, a unit member may receive compensation from the City for up to forty (40) hours of accrued and unused vacation. To receive compensation, the unit member shall comply with the following requirements:

- (a) he/she must have used, in the twelve (12) months immediately preceding his/her anniversary date, not less than eighty (80) vacation, at least forty (40) vacation hours must have been scheduled and used consecutively for unit members assigned to work a standard 5/40 work schedule. A minimum of 36 vacation hours is required for unit members who were assigned to a 9/80 alternate work schedule for the majority of the preceding twelve-month period.
- (b) he/she must have made a, written notification to the City (by December 15th of the calendar year preceding the year in which she/he intends to complete the vacation redemption) of the number of vacation hours to be redeemed;
- (c) his/her accrued vacation hours shall be reduced by the number of hours for which he/she is compensated.

10. SICK LEAVE

10.1 General

Each employee covered by this Agreement who works a schedule other than 5 days/40 hours shall be entitled to nine (9) hours of sick leave with pay for each month or major fraction thereof served. When an employee is on leave without pay, sick leave credit will not be accumulated.

10.1.1 Granting of Accumulated Sick Days

Sick leave with pay up to the total number of accumulated sick days shall be granted by the Department Head in case of bona fide illness or injury of employee. Immediately upon return to work, the employee shall complete and submit the City's Absence and Leave Affidavit to his/her immediate supervisor. The City may determine, by reasonable means, the validity of any sick leave usage either as a condition of continuing an employee on sick leave status or as a requirement of returning to work. Additionally, if the City suspects an employee is abusing or has abused sick leave, the City may require the employee to be examined by the City's medical examiner at no cost to the employee.

10.1.2 Absences of More Than Three Days

For absence of more than three (3) days, an employee may be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.

10.1.3 Personnel Necessity Leave Conversion

Employees represented by this Agreement may convert one (1) day of sick leave to personal necessity leave provided that the employee has a bank of at least forty (40) hours sick leave remaining after the conversion. Such leave shall be treated in the same manner as vacation leave for the purposes of reporting and scheduling, but shall not accrue beyond the fiscal year.

10.2 Bereavement and Special Sick Leave

Leave with pay up to five (5) working days per year shall be granted by the Department Head in case of the death or serious illness of a mother, father, spouse, sister, brother, son, daughter, grandparent, grandchild, aunt, uncle, brother-in-law or sister-in-law of employee or spouse, or mother-in-law or father-in-law of employee. Bereavement leave or special sick leave in case of death or serious illness of other persons may be granted only upon approval of the City Manager. Bereavement or special sick leave shall be charged against accumulated sick leave.

10.3 Outside Occupation Injuries

Sick leave with pay shall not be granted for any injury attributable to an outside occupation (for which Worker's Compensation benefits are available and engagement therein has not been authorized).

10.4 Exhaustion of Sick Leave

When an employee is on sick leave status and such sick leave time due to the employee has been exhausted, subsequent leave of absence shall first be charged to compensatory time accruals and then to vacation accruals.

10.5 Sick Leave Pay Off

Subject to PERS regulations, accumulated sick leave will be credited to employee's length of service upon retirement from the City of Novato and will become a part of the calculation upon which PERS retirement benefits are established.

10.6 Doctor/Dentist Visits

Sick leave may be used for doctor or dentist visits or to obtain medical or dental care, subject to advance approval by the Department Head.

11. INDUSTRIAL ACCIDENT LEAVE

11.1 First Five Days

In cases where Worker's Compensation is not immediately payable, the City will provide full pay, without charge against sick leave, during the first five (5) days off work and any portion thereof, following an industrial accident, provided the City determines that:

1. The accident is, in fact, work related.
2. Time off work is necessary as determined by City physician.
3. The duration of the time off work is necessary as determined by City medical examiner.

Any compensation insurance payments received by the employee, except for payments received for permanent or partial disability not associated with current injury, shall be deposited in the City treasury for this five (5) day period.

11.2 After Five Days

After the first five (5) days, or if not in conformance with the above criteria, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to Worker's Compensation benefits, provides compensation benefits equal to eighty-six percent (86%) of the employee's wage or salary.

11.3 Choice of Physician

The employee has the right to notify the City, in writing, prior to an injury, of his/her choice of physician should the employee be injured. If the employee does not make this prior notification, the City has the right to require that the treatment be provided by a City designated medical examiner during the first thirty (30) days after the injury in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking emergency treatment from a physician of the employee's choice, or from being evaluated by a doctor of the employee's choice even while under treatment from the City's medical examiner. In such circumstances, other than in emergency situations, use of a personal physician would be at employee's expense.

If the employee is still in need of medical care thirty (30) days after the work related and report injury, the employee has the right to be treated by a doctor of his/her choice.

11.4 Duration Industrial Accident Leave

Industrial accident leave shall begin on the first day of such absence and shall continue for the length of the approved medical leave.

When an employee is on industrial accident leave status and such industrial accident leave time due the employee has been exhausted, subsequent leave of absence shall first be charged to sick leave accruals, then to compensatory time accruals and then to vacation accruals.

12. SPECIAL LEAVE

12.1 Miscellaneous Leave With Pay

An employee in the competitive service shall be granted leave of absence with full pay for:

1. Jury service;
2. Subpoena of him/her as a witness; or

3. Attendance in court resulting from his/her official duties as assigned by the City Manager.

Any extra compensation received by the employee for the above (travel time exempt) shall be remitted by the employee to the City.

12.2 Leave of Absence Without Pay

Upon the written request of any employee, leave of absence without pay may be approved as follows: for a period up to five (5) days by the Assistant City Manager; for a period in excess of five (5) days and up to three (3) months by the City Manager; the City Council may approve such a leave for a period not exceeding one (1) year. All leave of absence without pay shall be granted in writing. During such leave of absence, benefits will not be paid, unless employee elects to reimburse the City for cost; sick leave, vacation or holiday benefits will not be accrued or paid.

12.3 Family Care and Medical Leave

The parties acknowledge the obligation of the City to enforce the rules and regulations set forth in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Family care and medical leave shall be as identified in the City's Administrative Policy entitled "Family Care and Leave Policy."

To the extent an employee is granted a medical leave of absence separate from accrued paid sick leave, time away from work will be counted against the employee's 12-week entitlement under the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Likewise, if an employee is on worker's compensation leave due to an industrial injury or on state disability leave, the employee's time away from work will be counted against the employee's 12-week entitlement under the FMLA and CFRA. Time away from work due to pregnancy disability is counted against the employee's FMLA leave entitlement but not against the employee's CFRA entitlement.

13. ADMINISTRATIVE LEAVE

In recognition of the irregular hours and time required of employees in Representation Unit C, an administrative leave program is established. Each employee in Unit C may receive up to ten (10) days administrative leave annually. Such leave shall not accrue beyond the fiscal year. Administrative leave may be taken with advance approval of the Department Head. Administrative leave is to be taken in increments of one (1) hour or more.

14. NIGHT MEETING LEAVE

When an employee attends a night meeting or works a late evening, he/she may arrive up to one (1) hour later the next morning. Such time is charged to night meeting leave, not to administrative leave.

15. BENEFITS AND INSURANCE

15.1 Eligibility for Plans

When an employee commences work with the City, his/her benefit distribution selection shall become effective in accordance with the policy of the carrier. Premiums are paid on a monthly basis and begin on the first of the appropriate month.

15.2 Selection of Plans

Employees will choose from available health insurance program and/or health and welfare plans at such times as carriers allow for open enrollment periods. Dependent coverage may be added or deleted between open enrollment periods subject to conditions imposed by the selected carriers.

15.3 Enrollment

The times at which enrollment in or withdrawal from nonmandatory group life and disability income insurance plans as authorized shall be as established by City policy subject to requirements of the insurance carriers.

15.4 Benefit Enrollments

Benefit enrollments are as follows:

Mandatory

- Dental Coverage
- Vision Insurance (City paid benefit see 15.8)
- Life Insurance (City paid benefit see 15.9)
- State Disability Insurance

Optional

- Employee Disability Income Insurance
- A medical plan available through the PERS Health Plan for employee only, or employee and one (1) dependent, or employee and two (2) or more dependents

15.5 Part-time Unit Members

Regular part-time unit members may participate in the available plans, subject to the following:

- 15.5.1 Upon proper application, a part-time unit member shall receive a pro-rated City Contribution toward the cost of premiums.
- 15.5.2 Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the unit member through payroll deduction.
- 15.5.3 The pro-rated contribution shall be based upon the ration of the unit member's regularly assigned hours to full-time (i.e. four (4) hours per day in a 5/40 schedule equals fifty percent (50%)).

15.6 Required City Contribution for Premiums

- 15.6.1 Effective July 1, 2019, the City will contribute the following amounts toward employee health care premiums based on the following participation levels:
 - a) Employees at the "employee only" level shall receive \$1,050 per month or the amount of the Kaiser Region 1 Single premium, whichever is greater.
 - b) Employees at the "employee plus one" level shall receive \$1,725 per month or the amount of the Kaiser Region 1 Two-Party premium, whichever is greater
 - c) Employees at the "employee plus two or more" level shall receive \$1,975 per month or the amount of the Kaiser Region 1 Family premium, whichever is greater
 - d) Employees hired on or after August 24, 2010 who enroll in a health plan through the City shall receive no cash out of the City's contribution for health care premiums if the contribution exceeds the amount required to pay the premium.

15.6.2 Employees who were not enrolled in a health care plan through the City as of July 1, 2014 may continue to cash any unused portion of the contribution as taxable income to the member during the term of this MOU.

15.6.3 Employees who do not enroll in a medical plan through the City shall be limited to cash out of no more than Two Hundred and Fifty Dollars (\$250.00) per month, which shall constitute taxable income to the member.

15.7 Dependent Status Change/Verification

15.7.1 If the status of an employee's dependent changes, the employee is responsible for notifying Human Resources within thirty (30) days of the effective date of the change to ensure that the City's contribution rate is properly adjusted if necessary. Failure to notify Human Resources of such a change within thirty (30) days could result in the employee being held financially responsible for any benefit overpayment, if retroactive removal is required by law or benefit plan agreements.

15.7.2 On an annual basis, an employee will be required verify his or her dependent status in writing to ensure that the City is contributing the appropriate amount toward health insurance premiums and to confirm the employee's compliance with the Patient Protection and Affordable Care Act (ACA). The City will use the CalPERS definition of the term "dependent."

15.8 Vision Coverage

Regular employees are eligible for vision insurance coverage for the employee and eligible dependents. The City pays one hundred percent (100%) of the monthly vision plan insurance premium rate for the standard plan on behalf of each regular full-time employee and his/her eligible dependents.

15.9 Life Insurance

The City will provide \$50,000 life insurance for each employee. The City pays one hundred percent (100%) of the monthly life insurance premium on behalf of each regular full-time employee.

15.10 Benefits and Insurance Committee

The City agrees to convene a Committee consisting of members from all Units and management for the purposes of improving the benefit package and investigating and implementing a self-insurance medical program, a vision service

plan, improved life insurance, expanding the IRS 125 Flexible Spending Plan, and reviewing vacation benefits.

15.11 Domestic Partners

Health and welfare benefits available to employees shall also be available to domestic partners so long as the provider of the benefit covers domestic partners. To qualify for domestic partner benefits, the employee and his or her domestic partner shall be subject to the eligibility and registration requirements established by Section 297 of the State of California Family Code and by the California Secretary of State, as well as any requirements of the benefit provider. This shall include any requirements established by the California Public Employees' Retirement System as a provider of health benefits.

Employees shall also be entitled to bereavement, special sick leave, FMLA and other types of qualifying leave resulting from a domestic partner relationship.

15.12 Employee Recognition

The Union agrees to participate with the City and other bargaining units on a review of the existing employee recognition program and possible creation of a new program.

16. RETIREMENT

16.1 PERS Plan

16.1.1 The City shall continue to provide the California Public Employees' retirement System (PERS) for miscellaneous employees as follows:

Tier One – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato before September 25, 2011 are eligible for a 2% @ 55 benefit formula with a one-year highest compensation benefit.

Tier Two – Applicable to employees who are not defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after September 25, 2011 are eligible for a 2% @ 55 benefit formula with a three-year highest compensation benefit.

Tier Three – Applicable to employees who are defined as “New Members” in Government Code Section 7522.04 and were hired into the City of Novato on/after January 1, 2013 are eligible for the 2% @ 62 benefit formula.

16.1.2 The City will continue to provide the following benefits through its contract with PERS: Level IV 1959 Survivors Benefits, plus sick leave credit; provided, however, that employees hired after September 24, 2011 shall have their retirement benefit:

- a. capped at 100% of the reportable compensation used by PERS to calculate the benefit.

16.2 Employee PERS Contribution

16.2.1 Tier One and Two - Classic Member Employee Contributions

Classic Members shall contribute seven percent (7.0%) of salary to the PERS retirement plan.

16.2.2 Tier Three - New Member Employee Contributions

New Members shall contribute fifty percent (50%) of the total normal cost, unless otherwise determined annually by CalPERS, of the PERS retirement plan.

16.2.3 Employee contribution paid by members will be deducted on a pre-tax basis, in accordance with IRC Section 414(h)(2).

16.3 Employer PERS Contribution

16.3.1 Tier One and Two - Classic Members shall also contribute an additional amount towards the employer share of PERS contribution, as follows:

Effective September 1, 2019, employees shall contribute 2.5% towards the employer share of PERS contributions. The total contribution for Tier One and Two Classic Members shall be nine and a half percent (9.5%).

17. Payoff of Leave at Separation

At such time as the employee separates from the City, the City will provide payoff of accrued vacation, administration leave (prorated) and compensatory time.

18. WORKING CONDITIONS

18.1 Probation Period

The probationary period of newly hired or promoted employees within the bargaining unit shall be six (6) months of paid service. At the discretion of the

City Manager, the probationary period for a newly hired employee may be extended for up to fifteen (15) months from date of hire, if circumstances warrant, by giving notice to the employee fifteen (15) calendar days before the scheduled completion date of the normal probationary period. Rejection of probation shall be as set forth in the personnel rules and regulations as adopted by the City.

19. ACTING DEPARTMENT HEAD

If a Department Head position is vacant and a Unit member is temporarily assigned as acting Department Head, the mutually agreed terms and conditions of employment for the Unit member shall be reduced to writing.

20. CONCERTED ACTIVITIES

20.1 Strike/Work Stoppage Definition

As used in this section, “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of including, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

20.2 Strike/Work Stoppage

It is agreed and understood that there will be no strike, work stoppage, slow down or refusal to fully and faithfully perform job functions and responsibilities, or any interference with the operations of the City, or any concerted effort designated to improve its bargaining position which interferes with, impedes or impairs City operation by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will in any manner whatsoever honor, assist or participate in any picketing activities, sanctions or other form or interference with City operations by any other non-Unit employees or members of other employee organizations or groups.

20.3 Unauthorized Actions

If a recognized employee organization, its representatives or members engage in, cause, instigate, encourage or condone a strike or a work stoppage of any kind, in addition to any other lawful remedies or disciplinary actions, the Municipal Employee Relations Officer may suspend or revoke the recognition granted to such employee organization, may suspend or cancel any or all payroll deductions payable to such organization, and prohibit the use of City facilities, and prohibit access to former work or duty stations by such organization.

20.4 Lockout/Slow Down or Work Stoppage

During the term of this Agreement, the City agrees that it will not lock out employees and the Union agrees that it will not engage in, encourage or approve any strike, slow down or other work stoppage growing out of any dispute. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with City that all matters of controversy within the scope of this Agreement shall be settled by established grievance procedures.

21. RETENTION OF EMPLOYMENT

The City agrees to meet and consult with the Union regarding possible changes in the Personnel Rules and Regulations concerning the subject of regular employment status retention for employees promoted, demoted or transferred to a new classification in probationary status.

21.1 Citywide Restructure/Reorganization

The various City departments are considering restructuring and reorganization. The Unit and City agree to meet and discuss the impacts of department reorganizations that may be implemented.

22. WORKING CONDITIONS

22.1 ADA Accommodations

The Unit has agreed to cooperate with the City in ADA-related job duty restructuring or other changes in working conditions that may be required to make accommodations for a disabled employee or client.

22.2 Dress Code/Council Meetings

The City and Unit have met and conferred on the subject of appropriate dress at the City Council meetings. The Unit is and will continue to cooperate to meet the standard expected by the City.

23. DISCIPLINARY ACTION

- 23.1 All disputes arising under this MOU shall be resolved in accordance with the City's adopted Disciplinary Procedures, as set forth in Resolution 14-99, Rule 11. Rule – 11 of the City's Personnel Rules are inserted into Appendix B of this Memorandum of Understanding for information purposes only.

- 23.2 Upon written request of an employee, to Human Resources, disciplinary actions in the form of written counseling memorandums, notices, written warnings or written reprimands that have been in the employee's personnel file for more than five (5) years from date of the adoption of this MOU, shall be removed to the extent permissible by law, provided the employee has no subsequent additional disciplinary actions or notices placed in their personnel file, since the date of such prior action. Performance evaluations are excluded from this provision.

24. LAYOFF POLICY

Layoffs will be in accordance with the City's adopted Personnel System Rules and Regulations, Rule 12 – Layoff Policy and Procedure as set forth in Resolution 6-93, as amended. Rule – 12 of the City's Personnel Rules are inserted into Appendix C of this Memorandum of Understanding for information purposes only.

25. DISPUTES

All disputes arising under this Agreement shall be resolved in accordance with the City's adopted Grievance Procedures as set forth in Resolution 6-93, as amended.

26. COMPLETION OF MEET AND CONFER

During the terms of this Agreement, the Union and the City expressly waive and relinquish the right to meet and confer and agree that the parties shall not be obligated to meet and confer with respect to any subject or matter, whether referred to or covered in this MOU or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and conferred on or executed this MOU, and even though such subjects or matters were proposed and either rejected or withdrawn.

27. SAVINGS CLAUSE

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to, if possible, immediately meet and confer for the sole purpose of arriving at a mutually satisfactory substitute for the invalid article, sections, or portion thereof.

28. TERM

28.1 Initial Term

This MOU shall be in effect from either July 1, 2019 or ratification by both parties, whichever occurs later, through and including June 30, 2021.

28.2 Continuation

This MOU shall continue in effect thereafter from year to year unless either party gives written notice to the other at least one hundred twenty (120) calendar days, prior to the expiration of the Initial Term (see 28.1 above), of its intent to terminate or modify this MOU.

29. FINALITY OF RECOMMENDATIONS


Upon ratification by the City Council, the recommendations set forth above are final. No changes or modifications shall be offered, urged or otherwise presented by said Union or the City Manager during the term of this agreement, except as provided herein.


The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding


SEIU 1021 UNIT C


CITY OF NOVATO

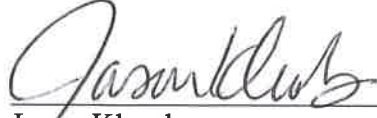

Annette Chavez
Employee Representative

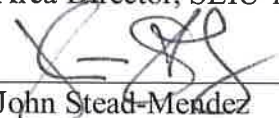

Adam McGill
~~Acting~~ City Manager


Michael Vioria
Field Representative, SEIU 1021


Jessica Deakyne
Assistant City Manager


Joel Evans-Fudem
Field Representative, SEIU 1021


Jason Klumb
Area Director, SEIU 1021


John Stead-Mendez
Executive Director, SEIU 1021

**APPENDIX A
REPRESENTED CLASSES**

UNIT C

Chief Building Official
Maintenance Superintendent
Recreation Division Manager
Supervising Code Enforcement Officer

APPENDIX B

Personnel Rule-11 (for informational purposes only):

RULE 11. DISCIPLINARY ACTION

SECTION 1. Types of Action: The following are forms of disciplinary action: oral reprimand, written reprimand, suspension, demotion, reduction in pay, and discharge.

SECTION 2. Grounds for Discipline: Grounds or causes for discipline shall include, but not be limited to, the following:

- (a) Fraud in securing employment.
- (b) Incompetency.
- (c) Inefficiency.
- (d) Inexcusable neglect of duty.
- (e) Insubordination.
- (f) Dishonesty.
- (g) Drunkenness on duty.
- (h) Intemperance.
- (i) Addiction to the use of controlled substances.
- (j) Inexcusable absence without leave.
- (k) Absenteeism.
- (l) Conviction of a felony or conviction or a misdemeanor involving moral turpitude.
- (m) Immorality.
- (n) Discourteous treatment of the public or other employees.
- (o) Improper political activity.
- (p) Willful disobedience.
- (q) Misuse of City property.
- (r) Violation of a City ordinance, rule or regulation.
- (s) Behavior during or outside of duty hours which is of such a nature that it causes discredit to the City.
- (t) Unlawful discrimination, harassment or retaliation against the public or other employees.

SECTION 3. Policy:

- (a) An employee who wishes to respond to a written reprimand either verbally or in writing, or both, must do so within thirty (30) working days from receipt of discipline. The response should be made or submitted to a minimum of one supervisory level above the position initiating discipline. A copy of the employee's written response will be placed in his/her personnel file upon request.
- (b) Prior to the suspension, demotion, reduction in pay or discharge of a regular employee for disciplinary purposes, the procedure set forth in this rule shall be followed.

SECTION 4. Written Notice: Advance written notice of the proposed disciplinary action in the form of demotion, reduction in pay, suspension or discharge shall be given to the employee. The notice shall include the following:

- (a) A statement of the reason(s) for the proposed action, the charge(s) being considered, and the specific grounds and particular facts upon which the disciplinary action is proposed.
- (b) A statement that the documents or materials upon which the proposed disciplinary action is based is either attached or available upon request.
- (c) A statement informing the employee of the right to respond to the proposed disciplinary action, the date by which the employee must respond, and the person to whom the employee should respond.

All notices shall be personally served or shall be mailed by certified mail, return receipt requested, to the last known address of the employee. For notices personally served, the employee shall acknowledge in writing receipt of the notice at the time of presentation.

The employee shall be given six (6) working days from date of receipt in which to respond, orally or in writing, at the employee's option, to the designated authority. The response will be considered before disciplinary action is taken. Failure to respond within this period of time will result in a waiver of the employee's right to respond.

SECTION 5. Relief of Duty: Notwithstanding the provisions of this rule, upon the recommendation of the Personnel Officer, the City Manager may approve the temporary assignment of an employee to a status of leave with pay pending conduct or completion of investigations or opportunity to respond, as may be required to determine if disciplinary action is to be taken.

The Chief of Police may approve temporary assignment of a Police Department employee to a status of leave with pay pending completion of investigation that could lead to discipline or certain traumatic incident situations.

SECTION 6. Appeal and Hearing Procedures: Employees may appeal disciplinary actions to a hearing before a Hearing Officer from the State of California, Office of Administrative Procedure, by filing a written request with the Personnel Officer within ten (10) working days of the imposition of the action.

The time for the appeal hearing shall be established, which shall not be more than sixty (60) working days from the date of the filing of the appeal, unless otherwise stipulated to by the parties. The Hearing Officer shall render his/her findings and recommendations within ten (10) working days after conducting the hearing, unless otherwise stipulated to by the parties. His/her decision shall set forth the recommendations as to each of the charges and the reasons therefor.

The decision of the Hearing Officer is advisory only. His/her decision shall be filed with the disciplined employee, the City Manager, and the City Council. The City Council shall consider the decision of the Hearing Officer at its next regularly scheduled meeting, unless otherwise stipulated to by the parties. The City Council shall take action to ratify, modify, or reverse the proposed decision of the Hearing Officer. The decision of the City Council shall be final.

APPENDIX C

Personnel Rule-12 (for informational purposes only):

RULE 12. LAYOFF POLICY AND PROCEDURE

SECTION 1. Statement of Intent: Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment have a reduction in hours, the employee holding such position of employment may be laid off or transferred. The departments and classifications subject to layoff shall be determined by the City Manager on the basis of the administrative needs of the City. Such action does not connote any disciplinary intent and employees so affected shall not have the right of appeal.

SECTION 2. Order of Layoff: When one or more employees in the same class in a department are to be laid off, the order of layoff shall be as follows:

- A. Temporary employees in the order to be determined by the appointing authority.
- B. Provisional employees in the order to be determined by the appointing authority.
- C. Probationary employees in the order to be determined by the appointing authority.
- D. Regular employees in inverse order of seniority within the class being reduced.

SECTION 3. Definitions:

- A. Seniority: For the purpose of this resolution, “seniority” means the length of continuous, paid, regular status employment at or above the affected class within a class series of the retreat position. Seniority shall be retained but shall not accrue during any period of leave without pay, except for time served on military leave of absence.
- B. Class Levels:
 - 1. A “higher level” class means a class with a higher top step salary.
 - 2. The “same level” class means a class with the same top step salary.
 - 3. A “lower level” class means a class with a lower top step salary.

SECTION 4. Notice of Layoff: Employees being laid off shall be given written notice thereof at least thirty (30) calendar days prior to the effective date of layoff. Notice of layoff shall be given by personal service and, if possible, the employee shall sign an acknowledgment of personal receipt. A copy of the layoff notice shall be sent to the employee organization to which the affected employee belongs.

SECTION 5. Transfer and Displacement :

- A. In the event of a layoff, any affected employee may elect, in lieu of being laid off, to accept one of the following options:
1. Transfer to a vacant position in the same or lower class in the same class series, provided the employee has the skills required for such position as determined by the Personnel Officer.
 2. Transfer to a vacant position at the same or lower level in another class series, provided that the employee formerly held regular status in said class series in which the vacancy exists.
 3. In the event there are no vacancies as listed in 1 and 2 above, the employee shall have the right, upon written request, to return to a position at the same or lower level than the employee's current class, provided that the employee formerly held regular status in said class and provided further that the employee has more seniority in regular City employment than the least senior incumbent in such position.
 4. An employee shall have the right, upon written request, to displace an incumbent in a position in a lower class within the same class series and within the same department from which his or her position is abolished, provided the employee has more seniority in regular City employment than the least senior incumbent in such position.
- B. Should an employee have the right to displace in more than one class, he or she shall displace first in the highest class in which such right is held.
- C. Employees displacing other employees or transferring to vacant positions must accept the salary, hours and working conditions of the position to which return or transfer is requested, except that salary shall not be less than the top step of the lower class salary range or current salary prior to layoff or transfer whichever is lower.
- D. Employees requesting displacement rights or transfer as provided herein, must make such request to the Personnel Officer in writing within seven (7) calendar days of their receipt of written notice of layoff.

SECTION 6. Restoration List:

- A. The names of persons laid off shall be placed upon a restoration eligible list in inverse order of seniority, i.e., the person with the greatest seniority on the restoration eligible list for the classes affected shall be offered restoration first when a vacancy exists in the

affected class. In the event the person refuses the offer of restoration, such person's name shall be removed from the restoration eligible list unless such person has restoration rights under the provisions of this part to a higher class than the one in which the reinstatement is being refused.

- B. In the event an employee accepts restoration to a lower class to which he or she is entitled, such person's name shall remain on the restoration eligible list for restoration to the same class that he or she held at the time of layoff, provided such person would have been otherwise entitled to such position at the time of the most recent layoff.
- C. Any person who is restored to a class which is the highest class to which he or she would have been entitled at the time of the layoff shall have his or her name removed from the restoration eligible list.
- D. The City will give written notice to persons on layoff at the person's last known address by registered mail, return receipt requested, regarding vacancies for which he or she is eligible. Persons so notified shall respond to the City within ten (10) working days from the date of the notice. In the event a person on layoff cannot be contacted by the City or does not respond within ten (10) working days, such person's name shall be removed from the restoration eligible list; providing, however, that such person within the two-year period specified herein may request in writing that his or her name be replaced on the restoration eligible list and such person's name may, at the sole discretion of the City Manager, be returned to the restoration eligible list.
- E. In no event shall the name of any person laid off pursuant to the provisions of this Rule remain on a restoration eligible list for a period longer than two (2) years from the effective date of such person's most recent layoff.
- F. To the extent possible, employees will not lose their rights under this policy because classes have been created, abolished or retitled.

SECTION 7. Promotion : No employee shall be entitled to a position in a higher class as a result of the application of this rule.

SECTION 8. Reinstatement of Benefits : Upon restoration to any classification to which the employee is entitled pursuant to the provisions of this Rule, all benefits acquired by the employee prior to his or her layoff and lost as a result of the layoff shall be reinstated. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

SECTION 9. Layoff and Retirement : An employee who is subject to being, or is in fact, laid off and who elects service retirement from the Public Employees' Retirement System shall be placed upon his/her request on an appropriate restoration list. If the employee is subsequently

subject to reemployment and accepts, in writing, the appropriate vacant position, the City shall notify the Public Employees' Retirement System by filing a request for reinstatement from retirement.

