

RESOLUTION NO 24H-18 OF THE CITY COUNCIL OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING UNREPRESENTED **PROFESSIONAL, TECHNICAL AND SUPERVISORY UNIT**, AUTHORIZING A SPECIFIED COMPENSATION PROGRAM FOR THE PROFESSIONAL, TECHNICAL AND SUPERVISORY UNIT MEMBERS; AND SETTING FORTH OTHER TERMS AND CONDITIONS OF EMPLOYMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PIEDMONT AS FOLLOWS:

SECTION 1 POLICY STATEMENT

This unit of employees includes key city administrators and supervisors. Just as the City Council depends on the City Administrator, department heads and division managers to carry out its policies effectively, they in turn, depend on the members of the professional, technical and supervisory unit to translate policies into appropriate, effective and credible actions.

Professional, Technical and Supervisory Unit members similar to their management superiors, often speak directly for the city government and thus also have a decisive effect on how the City is judged. The public's view of the City's ethical and administrative standards result from observation of the conduct and problem solving abilities of Professional, Technical and Supervisory Unit members in their extensive public contacts.

Therefore, considering the special responsibilities inherent in the management role, the City Council adopts the following policy regarding Professional, Technical and Supervisory Unit compensation;

- 1) Professional, Technical and Supervisory Unit compensation shall reflect the greater level of responsibility characteristic of their positions.
- 2) In determining compensation, consideration shall be given to various pertinent factors, which may, among others, include the following:
 - a) Maintaining a comparative relationship with similar positions in other comparable public agencies within the City's local labor market area; and
 - b) The City's budgetary considerations.
- 3) Levels of compensation shall be reviewed at the end of the term of this Resolution by City Council in light of the foregoing considerations and, if appropriate, suitable adjustments made upon consideration of the City Administrator's recommendation.

SECTION 2 HOURS OF WORK

2.1 Workday and Workweek

Regular Workweek

The regular workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday. It is expected that Professional, Technical and Supervisory unit employees will work as many hours per day as are necessary to fulfill the requirements of their position. The typical minimum workweek is 37.5 hours (40 hours for the Public Works Supervisor), except when vacation, sick or other approved leave is taken.

Alternative Workweek

An employee may request an alternative 9/75* work schedule. The City may approve the request if the City determines that the requested alternative work schedule will meet the department's and the City's needs. Approval of an alternative 9/75* work schedule is solely at the City's discretion and is not subject to any grievance procedure.

If the City approves an employee's alternative 9/75* work schedule request, the City will designate in writing the employee's new workweek and work schedule. The schedule shall consist of 8.33 hours on four consecutive days during the calendar week plus an additional 8.33 hour day every other week. Accordingly, each workweek shall consist of 37.5* hours and a non-exempt employee shall not be entitled to overtime pay unless the employee works in excess of this schedule.

Once an alternative workweek schedule has been approved by the Department Head and City Administrator, and a workweek has been designated for an employee, no changes, including a temporary change, may be made without the prior written approval of the Human Resources Department.

*Note: Public Works Supervisor may request an alternative 9/80 work schedule, for each workweek consists of 40 hours.

2.2 Personal Leave

For employees not subject to overtime, the employee's Department Head is authorized to grant from four (4) to ten (10) days of Personal Leave with pay each year as compensation, in part, to an employee who in performance of his or her duties, is required to work additional hours substantially in excess of the customary forty or thirty-seven and one-half hour workweek. The number of days approved shall be proportional to the amount of time worked in excess of the regular workday.

2.3 Overtime – Non-exempt Employees

For employees subject to overtime, hours worked in excess of the regular daily or weekly schedule shall be paid at the overtime rate which shall be one and one-half (1-1/2) times the straight-time hourly rate.

Overtime work is work performed in excess of the regular daily work schedule or the regular weekly work schedule and which is authorized by the employee's supervisor. Paid holidays, vacation leave and paid sick leave shall count as time worked for the purpose of computing weekly overtime.

Employees working overtime may elect, with the permission of the 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 seventy-five (75) hours. Employees desiring to utilize compensatory time off may do so with the permission of their department heads.

2.4 Disaster Service Workers

As required by law, all City employees are disaster service workers, subject to such disaster service activities as may be assigned to them by the City or by law.

SECTION 3 SALARY ADMINISTRATION

3.1 Equity Adjustment

Effective July 1, 2017, the minimum salary of the Public Works Supervisor shall be increased by 3.185%, plus the increase listed in 3.1.1 below.

3.1.1 Minimum Wages

Wages for each classification in the Professional, Technical and Supervisory Unit are shown in Appendix A. The rates of pay shown in Appendix A reflect the following cost-of-living increases during the term of this Resolution:

- 3% effective July 1, 2017
- 3% effective July 1, 2018
- 3% effective July 1, 2019
- 3% effective July 1, 2020

If, during the term of this Resolution, any other bargaining unit is offered a cost of living increase greater than the increases shown above for the same fiscal year, then the difference between the increase for the other bargaining unit and the increase provided under this Resolution will take effect for the Professional, Technical and Supervisory Unit.

3.1.2 Pension Tier 1 Unit Members (Resolution § 5.1.1)

- 3.1.2.1 In the last pay period of the 2017-2018 fiscal year, each Tier 1 member, except for the Public Works Supervisor, will receive a one-time payment equal to 0.9% of the employee's PERSable compensation.
- 3.1.2.2 In the last pay period of the 2018-2019 fiscal year, each Tier 1 member will receive a one-time payment equal to 2.8% of the employee's PERSable compensation.
- 3.1.2.3 In the last pay period of the 2019-2020 fiscal year, each Tier 1 member will receive a one-time payment equal to 4.5% of the employee's PERSable compensation.
- 3.1.2.4 In the last pay period of the 2020-2021 fiscal year, each Tier 1 member will receive a one-time payment equal to 6.3% of the employee's PERSable compensation.
- 3.1.2.5 If an employee who is eligible for a one-time payment under this Section 3.1.2 separates from City employment before the end of the fiscal year, the employee shall receive a pro-rated payment based on the proportion of the fiscal year the employee was employed by the City.
- 3.1.2.6 The employees covered under this Resolution and the City understand that the one-time payments described in this Section 3.1.2 are not reportable compensation to CalPERS under the California Public Employees' Retirement Law and related regulations, i.e., these payments are not "PERSable."

3.2 Merit Bonus

The City Council may, at its discretion, grant employees in this unit a merit bonus the amount of which will be determined by the City Council. Any such bonus shall apply only to the year in which it is originally approved.

3.3 Salary at the Time of Employment

The beginning or normal hiring rate shall usually be at the first step of the range. Every new employee shall be paid the first step in employment except that the City Administrator may authorize employment at a higher step, if appropriate.

3.4 Eligibility for Advance in Pay

Subject to approval as described below, employees shall usually advance from Step 1 through Step 5 in accordance with the time-in-step requirements outlined in Appendix A. The time-in-step requirement shall apply before an employee is eligible for advancement in pay. When an employee demonstrates outstanding job performance, the city may advance the employee to the next step before the employee completed the 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 in Appendix A. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

3.5 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 approved 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.

3.6 Use of Performance Rating in Determining Whether Step Advancement is Merited

Performance rating shall determine whether step advancements have been earned. Performance rating shall be completed by the supervisor for each employee on an annual basis, or more frequently as deemed necessary.

3.7 Withholding Step Advancement

Department heads have the authority, upon the City Administrator's concurrence, to withhold an employee's step advancement if not merited. The City Administrator and department heads shall keep their employees informed about their job performance, giving good work its proper recognition, noting deficient work, and attempting to assist toward improvement.

3.8 Certification Differentials

- Public Works Supervisor

Additional differentials shall be paid to the Public Works Supervisor for obtaining and maintaining:

- 5% for Certified Arborist
- 5% for PACP certification
- 4% for CWEA Certification
- 3% for Qualified Pesticide Applicator

All of the direct costs associated with maintaining certification of Arborist, Qualified Pesticide Applicator, PACP and CWEA shall be paid by the City.

- Senior, Associate & Assistant Planner

An additional differential of 1% will be paid for obtaining and maintaining American Institute of Certified Planners (AICP) credentials through the American Planning Association.

- Recreation Supervisor

The Supervisor in charge of the Piedmont Pool is eligible for an additional differential of 2% for obtaining and maintaining certification as a Certified Pool Operator through the National Swimming Pool Foundation.

The Supervisor in charge of Schoolmates is eligible for a 1% differential for obtaining and maintaining a professional development certificate approved by the City and related to the needs of children served by City Recreation/Childcare programs.

3.9 Working Out Of Classification

An employee who is temporarily assigned to fill in for a Department Head will receive a five percent (5%) differential to their pay, as long as the assignment is for five (5) consecutive days or longer.

SECTION 4 PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) consecutive months. Any approved leave of absence during this six (6) month period shall not be counted towards fulfilling the probationary requirement and such probationary period shall be extended accordingly. During the probationary period, an employee may be discharged for any reason with or without cause and without any appeal rights.

SECTION 5 – RETIREMENT BENEFITS

5.1 Retirement Plan

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

5.1.1 Retirement – Employees Hired Before August 21, 2012 (Tier 1)

Employees hired prior to August 21, 2012, will be provided the CalPERS 3% @ 60 miscellaneous plan, with the 12-month single highest year compensation period. Such employees shall continue paying the CalPERS-established employee contribution towards the cost of the CalPERS 3% @ 60 miscellaneous plan, which is currently 8%.

5.1.2 Retirement – Employees Hired On or After August 21, 2012 And Employees Hired After January 1, 2013 With Pension Reciprocity – (Tier 2)

This section 5.1.2 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.

Employees hired on or after August 21, 2012 and employees hired after January 1, 2013 with pension reciprocity, will be provided the CalPERS 2% @ 60 miscellaneous plan, with the 36-month final compensation period. Such employees shall continue paying the CalPERS-established employee contribution towards the cost of the CalPERS 2% @ 60 miscellaneous plan, which is currently 7%.

5.1.3 Retirement – Employees Hired On or After January 1, 2013 Without Pension Reciprocity (Tier 3)

This Section 5.1.4 shall apply to employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS.

Employees hired on or after January 1, 2013 without pension reciprocity (i.e. “new” members) will be provided the CalPERS 2% @ 62 miscellaneous plan with the 36-month final compensation period. Such employees shall pay 50% of the normal cost for the 2 % @ 62 miscellaneous plan as established by CalPERS.

5.1.4 Retirement – All Employees

The Employees and the City previously agreed that if the City’s total employer contribution rate for any of the three tiers of pension benefits is more than 14.025%, the amount above 14.025% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).

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 5.1.4 shall continue in effect until modified by a subsequent Council Resolution.

5.2 ICMA Deferred Compensation

Employees shall be able to participate voluntarily in the City of Piedmont deferred compensation 457 plan, administered by ICMA.

SECTION 6 HOLIDAYS

6.1 Holidays Observed

There shall be twelve (12) designated paid holidays:

JANUARY 1	New Year’s Day
JANUARY (3 rd Monday)	Martin Luther King, Jr. Birthday
FEBRUARY (3 rd Monday)	President’s Day
MAY (last Monday)	Memorial Day

JULY 4 Independence Day
 SEPTEMBER (1st Monday) Labor Day
 NOVEMBER 11 Veterans Day
 NOVEMBER (4th Thursday) Thanksgiving Day
 NOVEMBER (4th Friday) Day After Thanksgiving
 DECEMBER 24 Christmas Eve
 DECEMBER 25 Christmas Day
 EMPLOYEE'S BIRTHDAY

In addition to the twelve (12) designated paid holidays, there shall be one floating holiday on a date mutually agreeable between the employee and the department head.

Each employee eligible for the above holidays shall be paid 7.5* hours at the employee's regular straight time hourly rate for each holiday. If the employee works a modified work schedule, the employee shall have the option of working the number of hours above the 7.5 hours of holiday pay in order to account for a full work day, or shall have the option of using time from a leave bank in order to be paid for a full work day. Any hours worked in order to account for a full work day on the holiday will be paid at the employee's straight time hourly rate.

*8.0 for employees working a 40-hour workweek

6.2 Employee's Birthday

The employee's birthday may be taken as a paid holiday or 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.

6.3 Holiday's 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 falls on a Sunday, such holiday shall be observed on the following Monday.

SECTION 7 VACATION LEAVE

7.1 Vacation Accrual Rates

Employees shall accrue vacation leave as follows:

	<u>37.5 hour work week:</u>	<u>40 hour work week:</u>
1 through 4 years:	82.5 hours per year	88 hours per year
5 through 8 years:	112.5 hours per year	120 hours per year
9 through 11 years:	127.5 hours per year	136 hours per year
12 through 14 years:	142.5 hours per year	152 hours per year
15 through 18 years:	150.0 hours per year	160 hours per year

19 through 22 years:	165.0 hours per year	176 hours per year
23 years and after:	187.5 hours per year	200 hours per year

Employees shall be eligible for vacation leave after the completion of six (6) months service.

7.2 Date When Vacation Accrual Starts

Vacation credit shall begin to accrue 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. Vacation accrual will not be credited during unpaid leave with the exception of time lost under Worker’s Compensation provisions.

7.3 Holiday Falling During Vacation

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

7.4 Use of Sick Leave During Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation, provided that the employee was hospitalized during the period in which sick leave is claimed.

7.5 Accumulation

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

7.6 Vacation Sellback

An employee may elect to convert for payment in cash a maximum of half of his/her annual vacation accrual, provided that two weeks vacation and/or leave are taken in the calendar year the vacation sellback takes place. This right to sellback shall only be in effect provided that one week of vacation accrual remain on the books after the vacation sellback takes place.

SECTION 8 SICK LEAVE

8.1 Accrual

An employee shall accrue sick leave at the rate of 5 hours for each pay period of service. For employees assigned to a seven and one-half (7 ½) work day the accrual rate shall be 4.69 hours per pay period (based upon a semimonthly pay period). Sick leave accrual will not be credited during unpaid leave with the exception of time lost under Worker’s Compensation provisions.

8.2 Usage

Employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- A. For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- B. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member.
- C. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- D. The employee's supervisor may require medical certification or other substantiating evidence of illness for any period for which such leave is sought. Such requests shall not be made on an arbitrary or discriminatory basis.
- E. Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.
- F. Employees accruing sick leave at a rate of 4.69 hours per pay period shall be entitled to use a maximum of 56.28 hours (60 hours for employee's accruing at a rate of 5 hours per pay period) of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in Section 8.2(A).

**A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State.*

8.3 Lapse

In the event of termination or resignation, all unused sick leave shall lapse and not carry over or be owed to the employee in cash or otherwise.

8.4 Sick Leave Credit

As of January 1, 2004, the city added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. Any unused sick leave days will be converted to service credit at the rate of 0.004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date. This benefit is only available for members in Pension Tier's 1 and 2.

8.5 Catastrophic Leave Program

Permanent employees represented by the Professional, Technical and Supervisory Unit may be eligible to receive donations of paid leave as described in the City's Personnel Rules.

SECTION 9 LEAVES

9.1 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 for a period of up to three (3) working days in order to attend the funeral or memorial service. The immediate family of any employee, for the purpose of this section, shall be defined as: Spouse, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and registered domestic partner.

Funeral leave is in addition to and separate from vacation or sick leave provided in this Resolution.

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 Administrator and request funeral leave to attend the funeral or memorial service.

9.2 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.

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.

9.3 Military Leave

Employees who are called upon to perform active annual training duty or temporary special services as a member of any 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.

9.4 Jury Duty

An employee required to serve as a juror in a civil or criminal action pending in a 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 Administrator may require proof of the time such service was required and any monies received for jury service shall be remitted to the city; provided, further, that the employee shall report to work if the employee is released from jury service prior to 5:00 PM and does not have to report for the 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.

9.5 Pregnancy Disability Leave

A pregnant employee is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as determined by her health care provider.

9.5.1 Notice to City

Using the City's Request for Leave of Absence form, an employee should provide at least thirty days advance notice or notice as soon as practicable of the employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

9.5.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave

An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. An employee may, at her option, use accrued vacation during an otherwise unpaid portion of a pregnancy disability leave.

9.5.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the employee had not taken pregnancy disability leave.

9.5.4 Employee Status

During a pregnancy disability leave, the employee shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Resolution or City policy except that the leave shall not count toward completion of probation.

9.5.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- a. A pregnancy disability leave shall run concurrently with the employee's FMLA leave entitlement.
- b. The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. An employee's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.
- c. At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by this date.

9.6 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 Resolution 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 Resolution, City Personnel Rules, 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 Resolution 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 Resolution 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 10 INJURY PAY

An employee who first loses time from work as the result of a work related illness or injury shall receive their normal salary for the duration of the disability or thirty (30) working days whichever is the lesser. If the employee is disabled for a period in excess of thirty (30) working days, such excess period shall be compensated by paid benefits pursuant to State

Workers' Compensation laws. The employee shall be entitled to use accrued sick leave, compensatory time or vacation to supplement such worker's compensation benefits. In no such case shall the employee be entitled to receive more than 100% of the normal salary.

An employee who has returned to work after a period of disability as the result of an original injury and subsequently loses time from work again as the result of an aggravation of or reoccurrence of the original injury shall in no case receive their normal salary for a period of time to exceed thirty (30) working days including those days first lost from work as the result of the original injury.

SECTION 11 HEALTH PLAN AND LIFE INSURANCE

11.1 Flexible Benefit Plan

Effective January 1, 1993, pursuant to Section 125, Section 105, Section 106 and Section 129 of the Internal Revenue Code, the City established the City of Piedmont Flexible Benefit Plan to provide taxable and non-taxable benefits to its employees and to permit employees to choose which of the benefits they wish to receive.

The City shall maintain the Flexible Benefit Plan which includes accounts for health care expenses, dependent care expenses and premium contributions. The City may pay the employer contribution toward medical premiums (less the statutorily mandated PEMHCA minimum paid directly to CalPERS) through the Flexible Benefit Plan. The parties understand that the City's use of the Flexible Benefit Plan as a vehicle for its premium contributions does not change the City or employee's contribution to medical insurance premiums as described in this Section 11.

11.2 Hospitalization and Medical Care

Effective January 1, 1997, the City began providing CalPERS medical program benefits to active employees and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA").

11.2.1 Basic City Contribution

For all employees and retirees, the City pays the PEMHCA statutory minimum contribution toward medical insurance benefits, as required by CalPERS, and as determined by CalPERS under Government Code Section 22892.

11.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums as described below.

The City and employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2013 CalPERS Kaiser Bay Area premiums plus fifty percent (50%) of subsequent annual premium increases

for the CalPERS Kaiser Bay Area premiums and includes the PEMHCA statutory minimum.

For the 2017 plan year, the City's monthly contributions towards eligible employees' elected medical coverage, inclusive of the basic City contribution of the PEMHCA statutory minimum contribution, are as follows:

- Employee only: \$701.01
- Employee +1: \$1,402.02
- Employee +family: \$1,822.63

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the above-mentioned 2013 monthly premium rates for the CalPERS Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee + family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees electing medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

11.2.3 Opt Out Election

Effective May 1, 2018, an employee who has medical insurance coverage as a result of being an eligible dependent of another City employee, who has medical insurance coverage as an eligible dependent of a person employed elsewhere, or who otherwise has medical insurance coverage, may elect not to participate in the medical insurance plans offered by the City and may elect to receive \$500 per month in lieu of the amount the City would otherwise contribute for medical insurance for the employee. To elect cash in lieu, the employee must sign a waiver of medical insurance coverage provided by the City and provide proof of medical insurance coverage to Human Resources annually before the end of the open enrollment period.

11.3 Dental Insurance 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. 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).

11.4 Vision Plan

The City shall provide and pay the cost of providing each eligible employee and his/her eligible dependents vision coverage under a group insurance plan.

11.5 Life Insurance and Accidental Death and Dismemberment 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 annual salary, rounded to nearest one thousand dollar (\$1000) increment. The City shall also provide and pay for Accidental Death and Dismemberment insurance. The City's payment shall cease upon the employee's separation from the city service, but the employee may elect to retain such policy (if conversion is available) at his/her sole expense.

11.6 Alternative Coverage

In the event that it may be possible to provide an alternative, life insurance, dental coverage, or vision coverage as nearly comparable as possible to the benefits in effect at the date of this resolution without additional cost to the City or the employees, the City may substitute new insurance carriers.

11.7 Employee Assistance Plan

The City shall provide an Employee Assistance Plan at no cost to the employee.

11.8 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 April 1, 2000, the 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.

11.9 Retiree Medical Insurance - **Employees Hired Before May 1, 2018**

11.9.1 For current employees hired before May 1, 2018, who retire from the City while meeting the eligibility requirements for CalPERS retiree health insurance, the City shall pay directly to CalPERS the PEMHCA minimum as determined by CalPERS under Government Code Section 22892. In addition, the City shall make available a Retiree Health Reimbursement Arrangement (HRA). Through the HRA, the City will continue to provide to eligible CalPERS annuitants monthly contributions for medical insurance premiums according to the following formula: (# of years City has contracted w/PEMHCA) x (5%) x (City's contribution for active employees).

The City's contribution for annuitants is adjusted annually according to this formula and the annual adjustment to the minimum monthly employer contribution cannot exceed \$100.00. The amount paid by the City on behalf of annuitants and/or their eligible survivors shall increase annually under this formula until the City's contributions for annuitants and active employees are the same.

For 2017, the City's contributions for annuitants are as follows:

Kaiser	Premium:	Total Employer Contribution	% of Premium	Retiree Pays
Employee	\$733.39	\$733.39	100.00%	\$0.00
Employee + 1	\$1,466.78	\$1,267.36	86.40%	\$199.42
Employee + Family	\$1,906.81	\$1,347.26	70.66%	\$559.55

11.9.2 Effective August 1, 2012, all active employees who will be eligible for retiree medical benefits described in this Section 11.9 will have the City reduce their pay by \$50 semi-monthly by payroll deduction and have the City contribute such amounts to retiree benefits.

11.10 Retiree Medical - Employees Hired On or After May 1, 2018

For employees hired on or after May 1, 2018, the City's maximum contribution toward CalPERS retiree medical coverage shall be the PEMHCA minimum contribution as determined by CalPERS under Government Code Section 22892. Employees hired on or after May 1, 2018, are not eligible for the Retiree HRA described in Section 11.9.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 Auto Allowance

The individuals occupying the positions of Senior Planner, Associate Planner and Assistant Planner shall be paid a monthly allowance of two hundred dollars (\$200) in consideration of the requirement that such employee use his/her personal vehicle on city business. Said employee will not be eligible for normal mileage reimbursement afforded other employees, nor use of city vehicles except in the event of emergency.

12.2 Professional Development Reimbursement

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college during non-workhours. Additionally, the City encourages and supports staff to pursue, during non-work hours, professional development training in order to increase their job skills and knowledge for their current position or advancement opportunities. A variety of professional development activities can be reimbursed, such as fees for workshops, seminars, or adult school classes.

To be eligible for approval for reimbursement, the subject matter content of the course must be related to the employee's work assignment, promotional opportunities, transfer opportunities, or the course is required the attainment of a degree or certificate program. The maximum reimbursement amount is one thousand five-hundred dollars (\$1,500) per fiscal year.

The employee must have his/her request approved by the department head and/or City Administrator which approval is subject to available budgeted funds, prior to enrolling in the course in order for the employee to be assured of reimbursement. Upon completion of the course, the employee must submit appropriate receipts, along with a copy of the grade sheet or certificate indicating attendance in, or a passing grade, in order to be eligible for reimbursement.

12.3 Uniform Allowance

The Public Works Supervisor shall be entitled to the uniform allowance currently in effect for the maintenance employee members of the City's represented Public Works bargaining unit.

12.4 Coordination with Personnel Rules

This statement of compensation and benefits Resolution 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 Resolution, the former shall prevail.

12.5 Child Care Programs

The children of the employees covered by this Resolution are eligible to attend the Skipping Stones and Schoolmates programs at no charge. Eligibility to attend the Skipping Stones program is based upon availability.

Appendix A						
Effective 7/1/2017	% Increase	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31-42 Mo.	Step 5 43 mo. +
Assistant Planner	3%	\$5,833	\$6,125	\$6,428	\$6,754	\$7,089
Associate Planner	3%	\$6,292	\$6,606	\$6,936	\$7,283	\$7,647
Human Resources Administrator	3%	\$7,053	\$7,406	\$7,777	\$8,164	\$8,576
Planning Tech I	3%	\$4,297	\$4,511	\$4,736	\$4,974	\$5,222
Planning Tech II	3%	\$4,727	\$4,964	\$5,211	\$5,471	\$5,744
Plans Examiner	3%					\$9,419
Public Works Supervisor	3.185% + 3%	\$6,868	\$7,206	\$7,575	\$7,951	\$8,349
Recreation Supervisor	3%	\$5,707	\$5,993	\$6,291	\$6,606	\$6,940
Senior Planner	3%	\$6,921	\$7,268	\$7,629	\$8,011	\$8,412
Effective 7/1/2018	% Increase	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31-42 Mo.	Step 5 43 mo. +
Assistant Planner	3%	\$6,008	\$6,309	\$6,621	\$6,956	\$7,302
Associate Planner	3%	\$6,481	\$6,805	\$7,144	\$7,502	\$7,876
Human Resources Administrator	3%	\$7,265	\$7,628	\$8,010	\$8,409	\$8,833
Planning Tech I	3%	\$4,426	\$4,647	\$4,878	\$5,123	\$5,379
Planning Tech II	3%	\$4,868	\$5,112	\$5,367	\$5,636	\$5,917
Plans Examiner	3%					\$9,702
Public Works Supervisor	3%	\$7,074	\$7,422	\$7,802	\$8,189	\$8,600
Recreation Supervisor	3%	\$5,878	\$6,172	\$6,480	\$6,805	\$7,148
Senior Planner	3%	\$7,128	\$7,486	\$7,858	\$8,252	\$8,664
Effective 7/1/2019	% Increase	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31-42 Mo.	Step 5 43 mo. +
Assistant Planner	3%	\$6,188	\$6,498	\$6,820	\$7,165	\$7,521
Associate Planner	3%	\$6,675	\$7,009	\$7,358	\$7,727	\$8,112
Human Resources Administrator	3%	\$7,483	\$7,857	\$8,250	\$8,661	\$9,098
Planning Tech I	3%	\$4,559	\$4,786	\$5,024	\$5,277	\$5,540
Planning Tech II	3%	\$5,015	\$5,266	\$5,528	\$5,805	\$6,094
Plans Examiner	3%					\$9,993
Public Works Supervisor	3%	\$7,286	\$7,645	\$8,036	\$8,435	\$8,858
Recreation Supervisor	3%	\$6,055	\$6,357	\$6,674	\$7,009	\$7,363
Senior Planner	3%	\$7,342	\$7,710	\$8,094	\$8,499	\$8,924
Effective 7/1/2020	% Increase	Step 1 0-6 Mo.	Step 2 7-18 Mo.	Step 3 19-30 Mo.	Step 4 31-42 Mo.	Step 5 43 mo. +
Assistant Planner	3%	\$6,374	\$6,693	\$7,024	\$7,380	\$7,747
Associate Planner	3%	\$6,876	\$7,219	\$7,579	\$7,958	\$8,356
Human Resources Administrator	3%	\$7,707	\$8,092	\$8,498	\$8,921	\$9,371
Planning Tech I	3%	\$4,696	\$4,930	\$5,175	\$5,435	\$5,706
Planning Tech II	3%	\$5,165	\$5,424	\$5,694	\$5,979	\$6,277
Plans Examiner	3%					\$10,293
Public Works Supervisor	3%	\$7,505	\$7,874	\$8,277	\$8,688	\$9,124
Recreation Supervisor	3%	\$6,236	\$6,548	\$6,875	\$7,219	\$7,584
Senior Planner	3%	\$7,562	\$7,942	\$8,337	\$8,754	\$9,192

BE IT FURTHER RESOLVED that Resolution No. 71-16 is hereby rescinded, and that this resolution shall constitute the sole statement of compensation and benefits for the Professional, Technical and Supervisory Unit Members through June 30, 2021.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on April 16, 2018, by the following vote:

Ayes: Andersen, Cavanaugh, King, McBain, Rood

Noes: None

Absent: None

Attest:


John O. Tulloch, Assistant City Administrator/City Clerk

RESOLUTION _____

WHEREAS, the Plans Examiner position was created as a full time position for FY 17-18; and

WHEREAS, the implementation the salary recommendation for the Plans Examiner position at the time the classification was approved would have involved reducing the salary person holding the position at that time; and

WHEREAS, as the City is currently recruiting for the Plans Examiner position, it is an appropriate time to conform the salary to the recommendation made at the time the classification was approved;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Piedmont does hereby resolve, declare, determine, and order as follows:

1. Resolution 24H-18, Appendix A is hereby amended as follows:
 - o Effective 7/1/2018, Plans Examiner, Step 5: \$8,683
 - o Effective 7/1/2019, Plans Examiner, Step 5: \$8,943
 - o Effective 7/1/2020, Plans Examiner, Step 5: \$9,212

END OF RESOLUTION