

RESOLUTION NO. 104-13 OF THE CITY COUNCIL OF THE CITY OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING THE **CONFIDENTIAL 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 REGARDING CONFIDENTIAL UNIT

The Confidential Unit shall be composed of the following classifications of employment:

Accountant
Administrative Assistant
Administrative Services Technician II
Fiscal Services Technician
Payroll/Human Resources Technician
Station Manager KCOM

Although primarily assigned to clerical functions, like management these Confidential employees are expected to frequently work additional hours necessary to fulfill their special responsibilities, and maintain all sensitive information in a confidential manner.

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. The regular daily work schedule for Confidential employees shall be seven and one-half (7-1/2) hours. The regular weekly work schedule for Confidential employees shall be thirty-seven and one-half (37.5) hours, and full-time employees on a regular schedule shall work a minimum workweek of thirty seven and one-half (37.5) hours in a seven (7) consecutive day period.

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 and will not incur overtime beyond the City's usual and customary overtime needs under the regular work schedule. 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 8.36 hour day every other week. The designated workweek period shall begin at the midpoint of an 8.36 hour day so that the first 4.18 hours of the 8.36 hour day shall fall within one

workweek, and the last 4.18 hours of the 8.36 hour day shall fall within the next workweek. Accordingly, each workweek shall consist of 37.5 hours, and an 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.

2.2 Overtime

Overtime work is work performed in excess of the regular daily work schedule of 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.

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.

- 2.3 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 Work Performed During Disaster

Work required by reason of civil disaster shall not be compensable. All employees shall have the duty and obligation to perform emergency work upon proper authority declaring such emergency.

SECTION 3 SALARY ADMINISTRATION

3.1 Salaries – Monthly

The following salaries shall be effective July 1, 2013:

| | Step 1 0-6 mo. | Step 2 7-18 mo. | Step 3 19-30 mo. | Step 4 31-42 mo. | Step 5 43 mo.+ |
|---|-------------------|--------------------|---------------------|---------------------|-------------------|
| Accountant | 5,853 | 6,146 | 6,454 | 6,775 | 7,117 |
| Administrative Assistant | 4,502 | 4,730 | 4,966 | 5,213 | 5,474 |
| Administrative Services Technician II | 5,853 | 6,146 | 6,454 | 6,775 | 7,117 |
| Fiscal Services Technician | 4,914 | 5,160 | 5,417 | 5,687 | 5,970 |
| Station Manager KCOM | 5,853 | 6,146 | 6,454 | 6,775 | 7,117 |

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

3% effective July 1, 2014

3% effective July 1, 2015

3% effective July 1, 2016

If, during the term of this agreement, any other bargaining unit is offered a cost of living increase, then the same increase will take effect for the Confidential bargaining unit.

3.2 ICMA Deferred Compensation

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

3.3 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.

3.3.1 Retirement – Employees Hired Before August 21, 2012

This Section 3.3.1 shall apply to employees hired before August 21, 2012, who are contributing members of CalPERS.

A. Final Compensation Based on the Single Highest Year

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

B. 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to all employees covered by this section 3.3.1 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.3.1 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required contribution amount was 8% as of the date of this Resolution):

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

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.3.1 will contribute an additional amount as follows:

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

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

This section 3.3.2 shall apply to employees hired on or after August 21, 2012, and employees hired after January 1, 2013 with pension reciprocity who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.3.2 shall be based on the member's highest three-year average.

B. 2.0% @ 60 Pension Formula

The 2.0% at 60 pension formula shall be available to all employees covered by this section 3.3.2 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.3.2 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required employee contribution amount was 7% as of the date of this Resolution):

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

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.3.2 will contribute an additional amount as follows:

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

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

This Section 3.3.3 shall apply to employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.3.3 shall be based on the member's highest three-year average.

B. 2.0% @ 62 Pension Formula

The 2.0% at 62 pension formula shall be available to all employees covered by this section 3.3.3 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.3.3 will contribute 50% of normal costs as established by CalPERS for the 2.0% @ 62 Pension Formula. The required contribution amount was 6.25% as of the date of this Resolution.

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, members covered by this section 3.3.3 will contribute an additional amount as follows:

- 50% of the City's PERS contribution for the 2% @ 62 Plan above 22.089%. In the event the City refinances the CalPERS Side Fund, the City's employer contribution rate cap will be decreased based on the Amortization of Side Funds" rate in the current "Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont."

3.3.4 Retirement – All Employees

The City will maintain the IRS 414(h)(2) provision allowing the employee to defer State and Federal income taxes on their CalPERS contributions. The required employee contributions described in Section 3.3 shall continue in effect until modified by a subsequent Council Resolution.

3.4 Salary at 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 on employment except that the City Administrator may authorize employment at a higher step, if appropriate.

3.5 Eligibility for Advance in Pay

Employees normally shall be advanced from Step 1 through Step 5 in accordance with the time-in-step requirements outlined above. The above time-in-step requirement shall apply

before an employee gains eligibility for advancement in pay, provided his/her work meets performance standards for the position.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following approval.

When an employee demonstrates outstanding capacity in performing his/her duties advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following approval.

3.6 Attaining Advancement

An employee, in order to be advanced in steps, must demonstrate that advancement is merited on the basis of job performance. Advancements shall not be made solely because employees are eligible according to time-in-step requirements. Good attitude and personal conduct, work accomplished, conscientious attendance, safety alertness, efforts at self-improvement, and other factors of individual achievement must be evident as appropriate to the position.

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

Performance ratings shall guide supervisors and department heads in determining whether step advancement has been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner if necessary.

3.8 Withholding Step Advancement

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

3.9 Call-Back Pay

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

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

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

3.10 Training Pay

When an employee in this unit is required to train staff in other than the normal work assignment to which the employee is assigned, the employee shall receive an additional 5% salary differential, subject to the following conditions:

- The employee being trained shall not be in the same job classification as the employee-trainer;
- Training of newly-appointed regular full-time staff, part-time staff and contract staff with a term of one calendar month or longer shall be included for compensation; and
- Training of volunteers, instruction relating to a specific process (i.e. use of a computer program), answering individual procedural questions, and training of a replacement for one's own position shall not be compensated.

Such training compensation shall be approved by the employee's supervisor and the Finance/Human Resources Director prior to the beginning of the compensable training process. Such compensation time will normally last no longer than one calendar month for each employee trained. Should additional time be required, additional approval must be obtained from the supervisor and the Finance/Human Resources Director. Should more than one employee be trained concurrently, no more than a total of 5% compensation will be approved.

3.11 Educational Incentives

For any member covered under this agreement who holds an AA degree, they will be paid an additional sum per month as salary equal to one percent (1%) of the salary he/she would otherwise receive. For any member covered under this agreement who holds a BA degree, they will be paid an additional sum equal to two percent (2%) of the salary he/she would otherwise receive. The additional sum payable for a BA shall not be cumulative with the additional sum payable for an AA.

For bookkeeping purposes, the payment of any additional sum as an educational incentive provided in this paragraph shall commence on the first of the month following submission of written proof to the City Administrator that the employee has obtained the appropriate degree.

SECTION 4 PROBATION PERIOD

A probationary period of six (6) consecutive months shall be established for new employees. 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 such probationary period, an employee may be discharged for any reason which is just and sufficient.

SECTION 5 HOLIDAYS

5.1 There shall be twelve 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 (1 st Monday) | Labor Day |
| NOVEMBER 11 | Veterans Day |
| NOVEMBER (4 th Thursday) | Thanksgiving Day |
| NOVEMBER (4 th 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 individual employee and the department head.

If any other bargaining unit in the City of Piedmont negotiates for an additional paid holiday, the same holiday will take effect for the Confidential bargaining unit.

5.2 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.

5.3 Holiday to be Observed on Workdays

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

SECTION 6 VACATION LEAVE

6.1 Vacation Accrual Rates

Employees shall accrue annual vacation leave as follows:

| | |
|----------------------|------------------|
| 1 through 4 years: | 11 days per year |
| 5 through 8 years: | 15 days per year |
| 9 through 11 years: | 17 days per year |
| 12 through 14 years: | 19 days per year |
| 15 through 18 years: | 20 days per year |
| 19 years and after: | 22 days per year |

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

6.2 Date When Vacation Accrual Starts

Vacation accrual shall begin as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period. Vacation accrual will not be credited during unpaid leave with the exception of time list under Worker's Compensation provisions.

6.3 Holiday Falling During Vacation

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

6.4 Use of Sick Leave During Vacation

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

6.5 Accumulation

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

6.6 Sellback of Vacation

An employee may elect to convert for payment in cash a maximum of one (1) years unused vacation days per year, provided that two weeks of vacation and/or leave is 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. The payment shall be computed at the employee's current salary rate, provided adequate funds are available in the effected department's budget as determined by the City Administrator.

SECTION 7 SICK LEAVE

7.1 Accrual

An employee shall accrue sick leave at the rate of 4.69 hours for each pay period of service (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.

7.2 Usage

The employee is entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

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

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

**A registered domestic partnership requires filing a Declaration of Domestic Partnership with the Secretary of State.*

7.3 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.

7.4 Catastrophic Leave Program

Permanent employees represented by the Confidential Unit, may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.
- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed within the Confidential Unit or the recipient employee's department.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.

- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the employee's Department Head and approval by the City Administrator.

SECTION 8 LEAVES

8.1 Funeral Leave

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

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

In special cases, with approval of the department head, the City Administrator may grant a death leave in accordance with the above provisions to allow an employee to attend funeral or memorial services because of the death of a person not included within the definition of the immediate family.

8.2 Leave of Absence Without Pay

An employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the City Administrator.

During any approved leave of absence the employee shall not be engaged 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 the leave or extension thereof. The maximum leave of absence shall be for one (1) year.

8.3 Military Leave

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

8.4 Jury Duty

Any employee required to serve as a juror in a civil or criminal action pending in a superior, municipal or justice court of the State of California, or any federal court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work; provided, however, that the City Administrator may require proof of the time such service was required and any monies received from jury service shall be remitted to the city. Furthermore, the employee shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

8.5 Maternity Leave

Maternity leave shall be granted in accordance with state and local law. Any disability suffered by an employee which is caused or contributed to by pregnancy, childbirth, miscarriage, or abortion, and recovery therefrom, are for all job related purposes temporary disability and shall be treated as a condition of illness.

Employees with six months or more of continuous service shall be entitled to use sick leave, vacation, compensatory time off or leave without pay to the cumulative total of four (4) months upon the birth of her child. An employee with less than six months of continuous service shall not be entitled to use sick leave, vacation, or compensatory time off.

An employee desiring to take maternity leave must request such leave in writing no less than thirty (30) days prior to the beginning date of the leave period. Such request shall include a statement setting forth the employees intention with respect to resuming her employment with the City.

As a condition of accepting the leave the employee will be required to sign a statement that:

- (a) She must return to work from the leave on the date set forth in the approved leave request, unless she is medically unable to do so; and
- (b) She understands and agrees that failure to return from leave will constitute a constructive resignation and will terminate her employment relationship with the city.

8.6 Family and Medical Leave

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

Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, an employee must have been employed by the City for a total of at least 12 months, and have been employed for at least 1,250 hours of service during the previous 12 months.

Family Care & Medical Leave Entitlement

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

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

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

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

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

Pay Status and Benefits during Family Care & Medical Leave

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

Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

Relationship to Pregnancy Disability Leave

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

Employee's Status on Returning from Leave

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

Fitness for Duty

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

SECTION 9 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. 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 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 10 HEALTH PLAN AND LIFE INSURANCE

10.1 Health Benefits

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

10.2 City Contribution Toward Medical Insurance Premiums

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

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

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

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

10.3 Retiree Medical Insurance

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

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

10.3.2 The City shall adopt the Government Code Section 22893 vesting schedule for retiree medical benefits that shall apply to all employees who are hired on or after the effective date of the City resolution electing this vesting method. Employees hired after the effective date of this vesting schedule shall not be required to make the employee contribution described in Section 10.3.1.

10.4 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 in effect at the time of this resolution. 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).

10.5 Life Insurance

The City shall pay the cost of providing each employee with a group term life insurance policy in effect at the time of this resolution, in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand-dollar (\$1,000) increment. The City's payment

shall cease upon the employee's separation from City service, but the employee may elect to retain such policy (if conversion is available) at his/her sole expense.

10.6 Alternative Coverage

In the event that it may be possible to provide an alternative hospital-medical, life insurance and dental 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. Employees may have the opportunity to review the coverage afforded under such substitute plans before they are implemented.

10.7 Cafeteria Plan

Without a change in the City's maximum contribution toward hospitalization and medical care (Section 10.2), dental insurance (10.4), and vision insurance (Section 10.9) benefits, the City may provide these benefits through a cafeteria plan. In the event the City decides to implement a cafeteria plan during the term of the Resolution, the City will provide the Unit an opportunity to review and discuss with the City any planned cafeteria plan prior to implementation by the City.

10.8 Disability Insurance

The City shall provide at no cost to the employee, a salary continuance disability insurance policy in effect at the time of this resolution, or any such successor program which provides an essentially comparable benefit, providing 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 Confidential Unit 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.

10.9 Vision Plan

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

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 Tuition Reimbursement

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college, junior college or adult school, in an off-duty status not to exceed one-thousand five-hundred dollars (\$1,500.00) per fiscal year if the subject matter content of the

course is related to the employee's work assignment, promotional opportunities, transfer opportunities, or is a course required for the attainment of a degree or certificate program.

The 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 this course, the employee must submit appropriate receipts for books and tuition in order to be eligible for reimbursement.

11.2 Coordination with Personnel Rules

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

11.3 Schoolmates Program

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

BE IT FURTHER RESOLVED that Resolution No. 40-12 is hereby rescinded, and that this Resolution shall constitute the sole statement of compensation and benefits for employees of the Confidential Unit through June 30, 2017.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on November 18, 2013, by the following vote:

Ayes: Chiang, Keating, McBain, Wieler
Noes: None
Absent: Fujioka

Attest: _____
John Tulloch, City Clerk