

RESOLUTION NO. 49-08 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

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 1/2) hours.

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 January 1, 2008:

	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	5,082	5,336	5,604	5,883	6,179
Administrative Assistant	3,891	4,087	4,291	4,505	4,731
Administrative Services Technician II	5,082	5,336	5,604	5,883	6,179
Fiscal Services Technician	4,243	4,455	4,677	4,909	5,154
Payroll/HR Technician	4,243	4,455	4,677	4,909	5,154
Station Manager KCOM	5,082	5,336	5,604	5,883	6,179

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

<u>Effective:</u>	<u>1/1/2009</u>	<u>1/1/2010</u>
Accountant	6.50%	5.00%
Administrative Assistant	7.00%	5.00%
Administrative Services Technician II	6.50%	5.00%
Fiscal Services Technician	7.10%	5.00%
Payroll/HR Technician	7.10%	5.00%
Station Manager KCOM	6.50%	5.00%

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 retirement plan for employees represented by the association is PERS 3% @ 60, sponsored by the California Public Employees' Retirement System. The City shall pay into the Public Employees' Retirement System the employee's eight percent (8%) contribution.

Beginning January 1, 2004, if the miscellaneous Employer PERS contribution rate to maintain 3% @ 60 is more than 24.42%, the amount above 24.42% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If any other miscellaneous bargaining unit is offered a shared rate higher than 24.42%, then the same higher shared rate will take effect with the Confidential bargaining unit. If the public safety bargaining unit shares (on a 50/50 split with the City of Piedmont) costs at a rate higher than 37.00%, then the Confidential Unit will share costs at a rate above 24.42% in proportion to the increased rate above 37.00%. The City shall provide the "single highest year" PERS benefit calculation for employees.

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 a 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 eleven and one-half (11-1/2) 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 (half day)
DECEMBER 25	Christmas Day
EMPLOYEE'S BIRTHDAY	

In addition to the eleven and one-half (11-1/2) 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.

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 up to a maximum of thirty (30) days annually; 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 deducted from the pay. 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

The City will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the City refers to these types of leaves collectively as "FMLA Leave." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under the law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the City of any change(s) to an employee's return

to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave will be treated as a voluntary resignation from employment, unless you and the City have agreed, in writing, otherwise.

Employee Eligibility

To be eligible for FMLA Leave benefits, you must: (1) have worked for the City for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the City within 75 miles.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

- (1) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
- (2) to care for an immediate family member: spouse, registered domestic partner, child, or parent with a serious health condition ("Family Care Leave");
- (3) an employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- (4) a "qualifying exigency" for military operations arising out of a spouse's, child's, or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave");
or
- (5) to care for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Family Care Leave").

Unless otherwise required by law, a "qualifying exigency" under Military Emergency Leave will be defined by the City on a case-by-case basis.

Length of Leave

Eligible employees may take the maximum amount of leave allowed under state or federal law during a 12-month period. A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the City and are eligible for leave under this policy, the spouses (or registered

domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Family Care Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Military Family Care Leave provision of this policy. Because the law allows extra time off for Military Family Care Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 workweeks.

If both spouses work for the City and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Family Care Leave only or is for a combination of Military Family Care Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. In addition, in some circumstances, an extension to FMLA Leave may be granted when the leave is taken to care for a registered domestic partner and/or registered domestic partner’s child. Certain restrictions on these benefits may apply.

Notice And Certification

Employees seeking to use FMLA Leave for all purposes other than Military Emergency Leave may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. advance notice within one or two days after learning of the need for leave when the leave is not foreseeable;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days or else the leave will be denied (these forms are available from the Personnel Department);
4. periodic recertification; and
5. periodic reports during the leave.

At the City’s expense, the City may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the City in obtaining additional medical opinions that the City may require.

When leave is needed for Family Care Leave, Serious Health Condition Leave, or Military Family Care Leave, and is for planned medical treatment, you must try to schedule treatment so as not to unduly

disrupt the City's operation. Please contact the Personnel Department prior to scheduling planned medical treatment.

Employees seeking to use FMLA Leave to cover Military Emergency Leave must provide the City with as much notice of the need for leave as is reasonable and practicable under the circumstances.

If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the City may presume that you do not plan to return to work and have voluntarily terminated your employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored wage-supplement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-supplement benefits, the City may require you to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The City will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Family Care Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the City may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the City in conjunction with federal and/or state COBRA guidelines by making monthly payments to the City for the amount of the relevant premium. Please contact the Personnel Department for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

An employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider prior allowing the employee to return to work prior to actually returning to work.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a “key employee,” you will be notified of the possible limitations on reinstatement at the time you request a leave.

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 Hospital-Medical-Surgical Insurance

Effective January 1, 1997, the City enrolled employees and their dependents in the PERS Medical program. Effective January 1, 1997, the City also enrolled in the PERS Medical program retirees and eligible survivors of retirees who subscribe for such coverage.

Effective January 1, 2009, the City will pay the increased cost of the Kaiser health insurance premiums, up to 12% per year. Any increase in premium above 12% to a maximum of 18% per year shall be borne equally between the employee and the City (50/50). Employee contribution shall be made by payroll deduction. If any other bargaining unit in the City of Piedmont shares in costs above the 12% threshold, the same higher threshold will take effect with the Confidential bargaining unit.

If the employee or the employee and dependents chose to enroll in a plan other than PERS Kaiser North and the cost of such plan exceeds the Kaiser rate, the employee shall be responsible to pay the amount of the cost which exceeds the cost of PERS Kaiser North. Such contribution shall be made by payroll deduction.

The amount paid on behalf of retirees and/or their eligible survivors shall increase annually at a rate of five percent (5%) as required by PERS regulations until it reaches the amount paid for active employees and their dependents.

10.2 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).

10.3 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.

10.4 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.

10.5 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.

10.6 Vision Plan

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

SECTION 11 MISCELLANEOUS PROVISIONS

11.1 Tuition Reimbursement

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed 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. 33-03 is hereby rescinded, and that this Resolution shall constitute the sole statement of compensation and benefits for employees of the Confidential Unit through December 31, 2010.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on June 16, 2008, by the following vote:

Ayes: Friedman, Barbieri, Chiang, Fujioka, Keating
Noes: None
Absent: None

Attest: _____
Ann Swift, City Clerk