

RESOLUTION NO. 24L-18 OF THE CITY COUNCIL OF THE CITY OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING UNREPRESENTED MID-MANAGEMENT **POLICE CAPTAIN** APPROVING AND AUTHORIZING SPECIFIED COMPENSATION PROGRAM 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 POLICE MID-MANAGEMENT PERSONNEL

The City Council wishes to acknowledge the special public service rendered by the city's Police Captain. Under the operational supervision of the Police Chief, the Police are responsible for producing high quality and effective city services, as required by the City Council. They organize subordinates into effective work units, administer ongoing programs, motivate personnel, resolve operational problems and apply the full range of modern management techniques. The Police Captain often speaks directly for the city government and, thus have a decisive effect on how the city is judged. The public's view of the city's ethical and administrative standards results from observation of the conduct and problem solving abilities of these individuals in their extensive public contacts.

The Police Captain works whatever extra hours are required for appearances before Council, city boards and commissions, citizens' groups and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures far in excess of the conventional work week.

Therefore, considering the special responsibilities inherent in the management role, the City Council adopts the following policy regarding management personnel compensation:

- Compensation shall reflect the greater level of responsibility characteristic of managerial positions.

In determining compensation, consideration shall be given to various pertinent factors, which may include:

- Maintaining a comparative and relative relationship with similar positions in other comparable public agencies within the city's local labor market area, as well as the city's budgetary considerations.

Levels of compensation shall be reviewed in June 2021 by the City Council and, if appropriate, suitable adjustments made upon consideration of the City Administrator's recommendation.

In the event a court of competent jurisdiction holds that Police Captains are entitled to overtime pay, this Resolution shall be reviewed by the City Council forthwith.

SECTION 2 HOURS OF WORK

2.1 Workday and Workweek

It is expected that the Police Captain will work as many hours per day as are necessary to fulfill the requirements of their position. The typical minimum workweek is 40 hours, except when vacation, sick or other approved leave is taken

2.2 Personal Leave

The Police Captain is authorized to receive up to eight (8) days of personal leave with pay each year upon the City Administrator's approval as recognition for management responsibilities. If a mid-management employee is unable to take the full allotment of personal leave during the calendar year, a maximum of three days may be converted to payment in cash, computed at the employee's current straight time salary rate, upon approval of the employee's department head.

2.3 Work Performed During Disaster

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 Salary - Monthly

The rates of pay shown below reflect the following cost-of-living increases during the term of this Resolution:

	% Increase	Step 1 0-12 Mo	Step 2 13-24 Mo	Step 3 25-36 Mo	Step 4 37-48 Mo	Step 5 49 Mo +
Effective 7/1/2017	3%	\$11,420	\$11,993	\$12,593	\$13,220	\$13,877
Effective 7/1/2018	3%	\$11,762	\$12,353	\$12,971	\$13,617	\$14,294
Effective 7/1/2019	3%	\$12,115	\$12,724	\$13,360	\$14,025	\$14,722
Effective 7/1/2020	3%	\$12,479	\$13,105	\$13,760	\$14,446	\$15,164

3.2 P.O.S.T Certificates

An extra differential to base salary will be paid for:

- 4% for POST Intermediate Certificate, OR
- 6% for POST Advanced Certificate.

3.3 Conversion of City Paid PERS to Salary

Effective November 1, 1995, the City converted the 9% city paid PERS to salary, thereby increasing by 9% the salary reported to PERS. The employee member contribution became 9% which will be deducted from PERS reportable salary prior to the calculation and deductions of federal and state income taxes as provided in IRS Section 414(h)(2).

3.4 Eligibility for Advancement in Pay

Employees shall usually be advanced from Step 1 through Step 5 in accordance with the time-in-step requirements outlined above. The time-in-step requirements shall apply before an employee is eligible for advancement in pay, provided his/her work meets performance standards for the position. 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 above.

If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time in step.

3.5 Use of Performance Ratings in Determining Whether Step Advancement is Merited

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

3.6 Withholding Step Advancement

Department heads shall have 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 employees informed about their job performance, giving good work its proper recognition, noting deficient work, and attempting to assist toward improvement.

SECTION 4 PROBATIONARY PERIOD

All new employees shall serve a probationary period of twelve (12) consecutive months. Any approved leave of absence during this twelve (12) 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 with or without cause and without any appeal rights.

SECTION 5 RETIREMENT BENEFITS

5.1 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 Employees Hired Before December 5, 2012 (Tier 1)

Employees hired prior to December 5, 2012, will be provided the CalPERS 3% @ 50 local safety plan with the 12-month final compensation period. Such employees shall continue paying the CalPERS-established employee contribution towards the cost of the CalPERS 3% @ 50 local safety plan, which is currently 9%. In addition, bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan will continue paying an additional 0.6085% for their pension benefit.

5.1.2 Employees Hired On or After December 5, 2012 and Before January 1, 2013, and Employees Hired On or After January 1, 2013 With Pension Reciprocity (Tier 2)

Employees hired on or after December 5, 2012 and before January 1, 2013, and employees hired on or after January 1, 2013 with pension reciprocity (i.e., "classic" employees), will be provided the CalPERS 2% @ 50 local safety plan with the 36-month final compensation period. Such employees shall pay the CalPERS-established employee contribution rate for the CalPERS 2% @ 50 local safety plan, which is currently 9%.

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

Employees hired on or after January 1, 2013 without pension reciprocity (i.e., "new" members) will be provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees shall pay 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

5.1.4 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 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).

Employee contributions towards the cost of their respective CalPERS pension benefits will be deducted from CalPERS reportable compensation prior to the calculation and deduction of federal and state income taxes as provided in IRS Code Section 414(h)(2).

The City shall continue providing all optional benefits as set forth in the City's contract with CalPERS as of the date of this Resolution.

5.2 Conversion of Salary to ICMA Deferred Compensation

The employee may convert salary to deferred compensation through ICMA to the extent allowed by law. Contributions to ICMA-DC are subject to federal tax deferral regulations.

SECTION 6 HOLIDAYS

6.1 Holidays Observed

There shall be twelve (12) designated paid holidays:

JANUARY 1	New Year's Day
JANUARY (3rd Monday)	Martin Luther King's Birthday
FEBRUARY (3rd Monday)	President's Day
MAY (last Monday)	Memorial Day
JULY 4	Independence Day
SEPTEMBER (1st Monday)	Labor Day
NOVEMBER 11	Veteran's Day
NOVEMBER (4th Thursday)	Thanksgiving
NOVEMBER (4th Friday)	Day after Thanksgiving
DECEMBER 24	Christmas Eve
DECEMBER 25	Christmas Day
EMPLOYEE'S BIRTHDAY	

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

6.2 Employee's Birthday

The employee's birthday may be taken as a paid holiday on a date other than that on which the birthday falls, subject to approval of the City Administrator. 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 Holidays Observed as Workdays

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

SECTION 7 VACATION

7.1 Vacation Accrual Rate

The employee shall accrue annual vacation leave as follows:

First 5 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	22 days per year
19 years and after	25 days per year

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

Effective January 1, 2008, for newly hired employees, the City shall include all years of service as a sworn law enforcement officer to calculate vacation accrual rates for up to five (5) years, and any affected member shall be grandfathered in.

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.

7.3 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 as 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.

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 one (1) year's unused vacation days per year, computed at the employee's current salary rate, provided that the employee takes off for two weeks of vacation per year.

SECTION 8 SICK LEAVE

8.1 Accrual

Employee shall accrue sick leave at the rate of 5.00 hours for each pay period of service (based upon a semimonthly pay period).

Effective January 1, 2008, newly hired Captains may be credited up to 80 hours of sick leave from their previous law enforcement service as determined by his/her level and years of prior service and experience.

8.2 Usage

Employee is entitled to use his/her 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 Police Chief 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. Employee shall be entitled to use a maximum of 2 weeks 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 conversion/incentive program

Effective April 1, 1997, 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. This section provides a sick leave credit of .004 year of service credit for each unused day of sick leave, and is only available for employees in the Tier I or Tier 2 Retirement plans.

8.5 Catastrophic Leave Program

The Police Captain may be eligible to receive donations of paid leave as described in the City's Personnel Rules.

SECTION 9 LEAVES

9.1 Bereavement 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, son-in-law, daughter-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

Except for those leaves of absence required by law to be granted, an employee desiring a leave of absence without pay for any reason, shall secure permission from the city council upon recommendation of the City Administrator.

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

Any 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.

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

Injury pay shall conform to Labor Code Section 4850.

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

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.

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.

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.

11.11 **Funeral Benefits**

A funeral benefit of Fifteen thousand dollars (\$15,000) will be provided by the city for death directly related to duty.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 **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-work hours. 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 for the attainment of a degree or certificate program. The maximum reimbursement amount is two thousand dollars (\$2,000) 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.

12.2 **Auto Use**

The Police Captain shall have the use of a police vehicle for purpose of travel to and from work and for transportation in connection with city business.

The city shall pay for public liability, property damage and comprehensive insurance, and for the purchase, registration, operation, maintenance, repair and regular replacement of said vehicles. Although use of said vehicles is for the purpose described above, occasional personal use by the employee only is permitted for emergencies, or where it

would be impractical to substitute the employee's personal vehicle. In no case shall such personal use include vacation use of the city vehicle, nor shall such vehicle be allowed for personal use at a distance more than twenty-five (25) miles from such employee's residence.

12.3 Uniform Allowance

The uniform allowance shall be One thousand five hundred dollars (\$1,500) annually to maintain uniforms as required by the Chief of Police, paid semi-monthly @ \$62.50 per pay period.

12.4 Child Care Programs

The children of the Police Captain are eligible to attend the Skipping Stones and Schoolmates programs at no charge. Eligibility to attend the Skipping Stones program is based upon availability.

BE IT FURTHER RESOLVED that Resolution No 103-13 is hereby rescinded, and that this Resolution shall constitute the sole statement of compensation and benefits for the mid-management Police Captain of the City of Piedmont until 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