

RESOLUTION NO. 92-08 OF THE CITY COUNCIL OF THE CITY OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING MID-MANAGEMENT **POLICE CAPTAINS** 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 Captains. 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 Captains often speak 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.

Police Captains work 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 December 2010 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 Police Captains will work as many hours per day as are necessary to fulfill the requirements of their position.

### 2.2 Personal Leave

Police Captains are 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

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

## **SECTION 3 SALARY ADMINISTRATION**

### 3.1 Salary - Monthly

The basic monthly salary shall be increased by 5.25% effective January 1, 2008, and 4.50% effective July 1, 2008. Subsequent salary increases, namely 6.25% effective January 1, 2009, and 6.00% effective January 1, 2010 are subject to suspension and renegotiation based upon the language and conditions set forth in Section 10.5.

<b>POLICE CAPTAIN</b>	<u>Step 1</u> <u>0-12 Mo.</u>	<u>Step 2</u> <u>13-24 Mo.</u>	<u>Step 3</u> <u>25-36 Mo.</u>	<u>Step 4</u> <u>37-48 Mo.</u>	<u>Step 5</u> <u>49 Mo. +</u>
January 1, 2008	8,872	9,318	9,783	10,271	10,782
July 1, 2008	9,271	9,737	10,223	10,733	11,267
January 1, 2009	9,850	10,346	10,862	11,404	11,971
January 1, 2010	10,441	10,967	11,514	12,088	12,689

### 3.2 P.O.S.T Certificates

Police Captains who hold a POST Intermediate Certificate will be paid an additional 4% of base salary and Police Captains holding a POST Advanced Certificate will be paid an additional 6% of base salary.

### 3.3 Retirement Plan

Effective January 1, 2008, the retirement plan for the Police Captains shall be PERS 3% @ 50, as sponsored by the California Public Employees' Retirement System.

Beginning January 1, 2008, if the Public Safety Employer PERS contribution rate is more than 37%, the amount above 37% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If at any time the rate exceeds 37%, but then at a later date drops below 37%, the City will resume paying 100% of the cost. If at any time the rates drop below 28%, the City will encumber the percentage amount saved below the 28% in an account to be used to offset future increases above 37%.

### 3.4 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).

### 3.5 Eligibility for Advancement 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 requirements 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 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.

When an employee demonstrates outstanding capacity in performing his/her duties advancement may be made by his/her supervisor with the city administrator's concurrence 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 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.

### 3.7 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.

### 3.8 Probationary Period

A probationary period of twelve (12) consecutive months shall be established for new employees. 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 such probationary period, an employee may be discharged for any reason which is just and sufficient.

3.9 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 4 HOLIDAYS**

4.1 Holidays Observed

There shall be 11 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 25	Christmas Day
EMPLOYEE'S BIRTHDAY	

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

4.2 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.

4.3 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 5 VACATION**

### **5.1 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.

### **5.2 Date When Vacation Credit Starts**

Vacation credit 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.

### **5.3 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.

### **5.4 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.

### **5.5 Accumulation**

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

### **5.6 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 adequate funds are available in the affected department's budget as determined by the city administrator. The conversion may be approved only in the event that the employee's request for vacation has been denied by the city administrator and employee is unable to expend the time prior to accumulating the maximum allowed by Sec. 5.5.

## **SECTION 6 SICK LEAVE**

### **6.1 Accrual**

Police Captains 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.

### **6.2 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 or the illness or injury of a member of the employee's immediate family prevents him or her from performance of duties. For the purpose of this section immediate family is defined as spouse, children, domestic partner or any other relative living in the employee's household and requiring the employee's attendance. The domestic partner must be registered as such with the California Secretary of State.
- b. The employee's receipt of required medical or dental care or consultation.
- c. At the discretion of the city administrator evidence of medical or dental care or consultation may be required of the employee.
- d. Employees shall be entitled to use a maximum of two (2) weeks of accumulated sick leave for medically related care of parents, grandparents or siblings provided that for each occurrence the employee has first used either five (5) days of accumulated vacation or the remainder of accumulated vacation if that amount does not total five days. The City may request a doctor's verification of the family member's illness or injury

### **6.3 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.

### **6.4 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.

### **6.5 Catastrophic Leave Program**

Police Captains 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 Manager 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 by the Piedmont Police.
- 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 Chief of Police and approval by the City Manager.

## **SECTION 7 LEAVES**

### **7.1 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, son-in-law, daughter-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. The city administrator may grant death leave in accordance with this section for the death of a person not included within the definition of the immediate family.

7.2 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.

7.3 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.

7.4 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.

7.5 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, abortion and recovery therefrom are for all job related purposes temporary disability and shall be treated as a condition of illness.

An employee with one year or more of continuous service shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months upon the birth of her child.

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 employee's 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.

**SECTION 8 INJURY PAY**

Injury pay shall conform to Labor Code Section 4850.

## **SECTION 9 HEALTH PLAN AND LIFE INSURANCE**

### 9.1 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, health insurance premiums will be at a shared cost between the city and the bargaining unit employees. If the PERS Kaiser North premium increases above 12%, the amount above 12% will be shared equally between the city (50%) and the employees (50%). If the rate does not increase by at least 12%, the employee is not responsible for cost sharing. The employee shall only be responsible for shared costs of any increase up to 18%. Employee contribution shall be made by payroll deduction.

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

The City shall pay \$1.00 per month for each eligible retiree and/or eligible survivor of a retiree who subscribes for coverage. 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.

### 9.2 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).

### 9.3 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.

### 9.4 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. Employee will have the opportunity to review the coverage afforded under such substitute plans before they are implemented.

9.5 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.

9.6 Retiree Medical

The city shall pay the entire cost of the lowest cost medical insurance coverage for fire captains, and police captains hired prior to October 1, 1984, who retire on a service pension prior to age 65; provided that payment by the city for such coverage shall cease upon the employee becoming eligible for Federal Medicare coverage; provided further, that payment by the city for medical insurance coverage of the retired employee shall not be extended to dependents of that employee.

9.7 Vision Plan

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

9.8 Funeral Benefits

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

## **SECTION 10 MISCELLANEOUS PROVISIONS**

10.1 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 two-thousand dollars (\$2,000.00) per fiscal year for Police Captains 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 Police Chief 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.

10.2 Auto Use

The Police Captains 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.

10.3 Uniform Allowance

Effective January 1, 2008, the uniform allowance shall be One thousand four hundred dollars (\$1,400) annually to maintain uniforms as required by the Chief of Police, to be paid as follows: Seven hundred dollars (\$700) in December of each year, and Seven hundred dollars (\$700) in June of each year.

Uniform allowance will increase by fifty dollars (\$50) per year for years 2009 and 2010, paid in the same manner as described above.

10.4 Schoolmates Program

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

10.5 Reopening Negotiations

**This contract may also be reopened due to the following events. Each event is an independent condition:**

**Event 1**

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2008-09, then salary increases due to take effect on January 1, 2009 will be suspended and contract negotiations regarding January 1, 2009 salary increases will be reopened.

**Event 2**

Should the State of California either take or borrow \$400,000 or more of City of Piedmont's property tax revenues during FY 2009-10, then salary increases due to take effect on January 1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

**Event 3**

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are lower than \$1,800,000, then salary increases due to take effect on January 1, 2010 will be suspended and contract negotiations regarding January 1, 2010 salary increases will be reopened.

**OFFSET**

If the January 1, 2009 salary increase is subject to contract negotiations per event 1, then the following offset is eligible to take place:

If City of Piedmont revenues realized from the real property transfer tax in FY 2008-09 are more than \$2,100,000, then the amount above \$2,100,000 will be applied as an offset against property tax monies taken by the State of California during FY 08-09.

If this offset, as applied to FY 2008-09, results in an impact of less than \$400,000 loss to the City of Piedmont in FY 2008-09, then the January 1, 2009 salary figures in Section 3.1 become operative.

*Examples below are for illustration purposes only*

### Examples

<b>Scenario 1</b>	
State of California property tax takeaway in FY 2008-09	\$600,000

<b>Impact of Scenario 1</b>	
Reopen contract regarding salary increase on January 1, 2009	

<b>Scenario 2</b>	
State of California property tax takeaway in FY 2008-09	\$600,000
Real property transfer tax revenues for FY 08-09	\$2,400,000

<b>Impact of Scenario 2</b>	
State of California property tax takeaway in FY 2008-09	\$600,000
Offset of real property transfer tax (\$2,400,000 -\$2,100,000)	<div style="border-top: 1px solid black; display: inline-block;">(\$300,000)</div>
	\$300,000
January 1, 2009 salary figures as identified in Section 3.1 are in effect	

BE IT FURTHER RESOLVED that Resolution No 49-03 is hereby rescinded, and that this resolution shall constitute the sole statement of compensation and benefits for the mid-management Police Captains of the City of Piedmont until December 31, 2010.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on November 17, 2008, by the following vote:

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

Attest: \_\_\_\_\_  
                   Ann Swift, City Clerk