

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

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

**SECTION 1 POLICY STATEMENT**

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

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

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

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

## **SECTION 2 HOURS OF WORK**

### 2.1 Workday and Workweek

#### Regular Workweek

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

#### Alternative Workweek

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

If the City approves an employee's alternative 9/75\* work schedule request, the City will designate in writing the employee's new workweek and work schedule. The schedule shall consist of 8.33 hours on four consecutive days during the calendar week plus an additional 8.36 hour day every other week. The designated workweek period shall begin at the midpoint of an 8.36 hour day so that the first 4.18 hours of the 8.36 hour day shall fall within one workweek, and the last 4.18 hours of the 8.36 hour day shall fall within the next workweek. Accordingly, each workweek shall consist of 37.5\* hours and an employee shall not be entitled to overtime pay.

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

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

### 2.2 Personal Leave

The employee's Department Head is authorized to grant from four (4) to ten (10) days of Personal Leave with pay each year as compensation, in part, to an employee who in performance of his or her duties, is required to work additional hours substantially in excess of the customary forty or thirty-seven and one-half hour workweek. The number of days approved shall be proportional to the amount of time worked in excess of the regular workday.

2.3 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 Salaries – Monthly

The following salaries shall be effective July 1, 2013:

	<u>Step 1</u> <u>0-6 Mo.</u>	<u>Step 2</u> <u>7-18 Mo.</u>	<u>Step 3</u> <u>19-30 Mo.</u>	<u>Step 4</u> <u>31-42 Mo.</u>	<u>Step 5</u> <u>43 Mo.</u>
Public Works					
Maintenance Supv.	5,914	6,205	6,521	6,846	7,189
Recreation Supv.	5,071	5,324	5,590	5,870	6,166
Assistant Planner	5,183	5,443	5,712	6,001	6,299
Planning Tech I	3,817	4,008	4,208	4,418	4,640
Planning Tech II	4,199	4,411	4,630	4,861	5,104

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

3% effective July 1, 2014

3% effective July 1, 2015

3% effective July 1, 2016

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

3.2 Merit Bonus

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

3.3 Salary at the Time of Employment

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

3.4 Retirement Plan

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

3.4.1 Retirement – Employees Hired Before August 21, 2012

This Section 3.4.1 shall apply to employees hired before August 21, 2012, who are contributing members of CalPERS.

A. Final Compensation Based on the Single Highest Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.4.1 shall be based on the single highest year.

B. 3.0% @ 60 Pension Formula

The 3.0% at 60 pension formula shall be available to all employees covered by this section 3.4.1 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.4.1 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required contribution amount was 8% as of the date of this Resolution):

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

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.4.1 will contribute an additional amount as follows:

- 50% of the City's PERS contribution above 22.089%. In the event the City refinances the CalPERS Side Fund, the City's employer contribution rate cap will be decreased based on the "Amortization of

Side Funds” rate in the current “Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont.”

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

This section 3.4.2 shall apply to employees hired on or after August 21, 2012, and employees hired after January 1, 2013 with pension reciprocity who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.4.2 shall be based on the member’s highest three-year average.

B. 2.0% @ 60 Pension Formula

The 2.0% at 60 pension formula shall be available to all employees covered by this section 3.4.2 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.4.2 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 Pension Formula according to the following schedule, and the City will contribute any remaining amount (The required employee contribution amount was 7% as of the date of this Resolution):

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

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, employees covered by this section 3.4.2 will contribute an additional amount as follows:

- 50% of the City’s PERS contribution for the 2% @ 60 Plan above 22.089%. In the event the City refinances the CalPERS Side Fund, the City’s employer contribution rate cap will be decreased based on

the Amortization of Side Funds” rate in the current “Actuarial Valuation for the Miscellaneous Plan of the City of Piedmont.”

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

This Section 3.4.3 shall apply to employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS.

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 3.4.3 shall be based on the member’s highest three-year average.

B. 2.0% @ 62 Pension Formula

The 2.0% at 62 pension formula shall be available to all employees covered by this section 3.4.3 who are contributing members of CalPERS.

C. Required Employee Contribution

Members covered by this section 3.4.3 will contribute 50% of normal costs as established by CalPERS for the 2.0% @ 62 Pension Formula. The required contribution amount was 6.25% as of the date of this Resolution.

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

D. Additional Required Employee Contribution

In addition to the required employee contribution, members covered by this section 3.4.3 will contribute an additional amount as follows:

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

3.4.4 Retirement – All Employees

The City will maintain the IRS 414(h)(2) provision allowing the employee to defer State and Federal income taxes on their CalPERS contributions.

The required employee contributions described in Section 3.4 shall continue in effect until modified by a subsequent Council Resolution.

3.5 ICMA Deferred Compensation

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

3.6 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 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.

3.7 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.

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

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

3.9 Withholding Step Advancement

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

3.10 Certification Differentials

- Public Works Supervisor

An additional differential of five percent (5%) shall be paid to the Public Works Maintenance Supervisor, if he is a Certified Arborist. An additional differential of three percent (3%) shall be paid for obtaining and maintaining a Qualified Pesticide Applicator certification and an additional 5% for obtaining and maintaining PACP

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

- Assistant Planner  
An additional differential of 1% will be paid for obtaining and maintaining American Institute of Certified Planners (AICP) credentials through the American Planning Association.
- Recreation Supervisor  
The Supervisor in charge of the Piedmont Pool is eligible for an additional differential of 2% for obtaining and maintaining certification as a Certified Pool Operator through the National Swimming Pool Foundation.

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

#### **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 Holidays Observed

There shall be twelve (12) designated paid holidays:

JANUARY 1	New Year's Day
JANUARY (3 <sup>rd</sup> Monday)	Martin Luther King, Jr. Birthday
FEBRUARY (3 <sup>rd</sup> Monday)	President's Day
MAY (last Monday)	Memorial Day
JULY 4	Independence Day
SEPTEMBER (1 <sup>st</sup> Monday)	Labor Day
NOVEMBER 11	Veterans Day
NOVEMBER (4 <sup>th</sup> Thursday)	Thanksgiving Day
NOVEMBER (4 <sup>th</sup> Friday)	Day After Thanksgiving
DECEMBER 24	Christmas Eve
DECEMBER 25	Christmas Day
EMPLOYEE'S BIRTHDAY	



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

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's Observed on Workdays

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

**SECTION 6 VACATION LEAVE**

6.1 Vacation Accrual Rates

Employees shall accrue vacation leave as follows:

First 5 years	11 days per year
6 through 9 years	15 days per year
10 through 12 years	17 days per year
13 through 15 years	19 days per year
16 through 19 years	20 days per year
20 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 (1<sup>st</sup>) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period. Vacation accrual will not be credited during unpaid leave with the exception of time lost under Worker's Compensation provisions.

6.3 Holiday Falling During Vacation

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

6.4 Use of Sick Leave During Vacation

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

6.5 Accumulation

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

6.6 Vacation Sellback

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

**SECTION 7 SICK LEAVE**

7.1 Accrual

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

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 of 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 an Affidavit of Domestic Partnership with the Human Resources Department of the City of Piedmont.*

7.3 Lapse

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

7.4 Sick Leave Credit

As of January 1, 2004, the city added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. Any unused sick leave days will be converted to service

credit at the rate of 0.004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.

## **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.

### **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 engage in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof. The maximum leave of absence shall be for one (1) year.

### **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**

An 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 employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work; provided, however, that the City Administrator may require proof of the time such service was required and any monies received from jury service shall be remitted to the city; provided, further, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report for the jury service the following day. An employee required to serve as a juror shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

### **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, 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 serve 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 continuous service shall not be entitled to use sick leave, vacation, or compensatory time off.

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

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

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

## 8.6 Family and Medical Leave

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

### Eligibility

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

### Family Care & Medical Leave Entitlement

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

- The birth of a child and to care for the newborn child;
- The placement with the employee of a child for adoption or foster care by the employee;

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

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

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

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

Pay Status and Benefits during Family Care & Medical Leave

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

Relationship of Family Care and Medical Leave to Other Leaves

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

Relationship to Pregnancy Disability Leave

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

### Employee's Status on Returning from Leave

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

### Fitness for Duty

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

## **SECTION 9 INJURY PAY**

An employee who first loses time from work as the result of a work related illness or injury shall receive their normal salary for the duration of the disability or thirty (30) working days whichever is the lesser. If the employee is disabled for a period in excess of thirty (30) working days, such excess period shall be compensated by paid benefits pursuant to State Workers' Compensation laws. The employee shall be entitled to use accrued sick leave, compensatory time or vacation to supplement such worker's compensation benefits. In no such case shall the employee be entitled to receive more than 100% of the normal salary.

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

## **SECTION 10 HEALTH PLAN AND LIFE INSURANCE**

### 10.1 Health Benefits

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

## 10.2 City Contribution Toward Medical Insurance Premiums

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

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

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

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

## 10.3 Retiree Medical Insurance

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

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

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

## 10.4 Dental Insurance Plan

The City shall pay the cost of providing each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan in effect at the time of this resolution. Orthodontic care is included in the group policy and covers up to 70% of the cost for adults and children (lifetime maximum of \$5,000).

## 10.5 Life Insurance

The City shall pay the cost of providing each employee with a group term life insurance policy in effect at the time of this resolution in an amount equal to twice the employee's gross annual salary, rounded to nearest one thousand dollar (\$1000) increment. The

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

10.6 Alternative Coverage

In the event that it may be possible to provide an alternative hospital-medical, life insurance and dental coverage as nearly comparable as possible to the benefits in effect at the date of this resolution without additional cost to the City or the employees, the City may substitute new insurance carriers. Employees will have the opportunity to review the coverage afforded under such substitute plans before they are implemented.

10.7 Cafeteria Plan

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

10.8 Disability Insurance

The City shall continue in effect at no cost to the employee, the salary continuance disability insurance policy in effect at the time of this resolution or any other such successor program which provides essentially comparable benefit, which provides disability benefits equal to sixty (60) percent of any employee's current gross salary following a sixty (60) day absence due to non-job related injury or illness.

Effective April 1, 2000, the group elected to have State Disability Insurance (SDI) withholding. Employee's wages are subject to State Disability Insurance withholding under Section 710.5 of the California Unemployment Insurance Code.

10.9 Vision Plan

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

## **SECTION 11 MISCELLANEOUS PROVISIONS**

11.1 Auto Allowance

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



11.2 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 dollars (\$1000) 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 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.

11.3 Uniform Allowance

The employee holding the position of Public Works Maintenance Supervisor shall be entitled to the uniform allowance currently in effect for the members of the maintenance division of Service Employees International Union Local 1021 working for the City of Piedmont.

11.4 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 part 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.

11.5 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. 41-12 is hereby rescinded, and that this resolution shall constitute the sole statement of compensation and benefits for the Professional, Technical and Supervisory Unit Members through June 30, 2017.