

RESOLUTION NO 44-09 OF THE CITY COUNCIL OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING **PROFESSIONAL, TECHNICAL AND SUPERVISORY UNIT**, AUTHORIZING A SPECIFIED COMPESATION PROGRAM FOR THE PROFESSIONAL, TECHINICAL 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 ethnical 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 position 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

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.

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 January 1, 2009:

	<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.	5,742	6,024	6,331	6,647	6,980
Recreation Supv.	4,923	5,169	5,427	5,699	5,986
Assistant Planner	5,032	5,284	5,546	5,826	6,116
Planning Tech I	3,706	3,891	4,085	4,289	4,505
Planning Tech II	4,077	4,283	4,495	4,719	4,955

Effective January 1, 2010, employees in each classification will receive a cost of living increase based on the Consumer Price Index (CPI) of the San Francisco-Oakland-San Jose Statistical Metropolitan Areas, All Urban Consumers Index, for the one year period

ending December 31, 2009. The salary increase for 2010 is subject to suspension and renegotiation based upon the language and conditions set forth in Section 11.6.

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

Effective January 1, 2004, the retirement plan shall be PERS 3% @ 60, sponsored by the California Public Employees' Retirement System. Effective January 1, 2004, the city shall pay into the Public Employees' Retirement System the employee's eight percent (8%) contribution.

Beginning January 1, 2004, if the miscellaneous Employer PERS contribution rate to maintain 3% @ 60 is more than 24.42%, the amount above 24.42% will be shared equally between the City (50%) and the employees (50%) through payroll deductions. If any other miscellaneous bargaining unit is offered a shared rate higher than 24.42%, then the same higher shared rate will take effect for the Professional, Technical & Supervisory bargaining unit.

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 and employee's step advancement of 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 Differential

An additional differential of five percent (5%) shall be paid to the Public Works Maintenance Supervisor, if he is a Certified Arborist. Effective January 1, 2009, an additional differential of three percent (3%) shall be paid for obtaining and maintaining a Qualified Pesticide Applicator certification. All of the direct costs associated with maintaining certification of Arborist and Qualified Pesticide Applicator shall be paid by the City.

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 eleven and one-half (11 ½) designated paid holidays:

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

In addition to the eleven and one-half (11 ½) 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 (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period. Vacation accrual will not be credited during unpaid leave with the exception of time 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 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; 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

The City will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the City refers to these types of leaves collectively as "FMLA Leave." No greater or lesser leave benefits will be

granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under the law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the City of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave will be treated as a voluntary resignation from employment, unless you and the City have agreed, in writing, otherwise.

Employee Eligibility

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

Reasons for Leave

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

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

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

Length of Leave

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

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

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

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

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

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

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

Notice And Certification

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

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

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

When leave is needed for Family Care Leave, Serious Health Condition Leave, or Military Family Care Leave, and is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the City's operation. Please contact the Personnel Department prior to scheduling planned medical treatment.

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

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

Compensation During Leave

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

Benefits During Leave

The City will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make

any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Family Care Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the City may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

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

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

Job Reinstatement

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

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

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

SECTION 9 INJURY PAY

An employee who first loses time from work as the result of a work related illness or injury shall receive their normal salary for the duration of the disability or thirty (30) working days 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 Hospital-Medical-Surgical Insurance

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

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

The 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.

10.2 Dental Insurance Plan

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

10.3 Life Insurance

The City shall pay the cost of providing each employee with a group term life insurance policy in effect at the time of this resolution in an amount equal to twice the employee's gross annual salary, rounded to 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.

10.4 Alternative Coverage

In the event that it may be possible to provide an alternative hospital-medical, life insurance and dental coverage as nearly comparable as possible to the benefits in effect

at the date of this resolution without additional cost to the City or the employees, the City may substitute new insurance carriers. Employees will have the opportunity to review the coverage afforded under such substitute plans before they are implemented.

10.5 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.

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.

10.6 Vision Plan

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

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 United Public Employees Local 790 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.

11.6 Reopening Negotiations

This contract may 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 either FY 2008/09 or 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 2

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.

BE IT FURTHER RESOLVED that Resolution No. 122-03 is hereby rescinded, and that this resolution shall constitute the sole statement of compensation and benefits for the Professional, Technical and Supervisory Unit Members.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on May 18, 2009 by the following vote:

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

Attest: _____
Ann Swift, City Clerk