

RESOLUTION NO. 97A-2021 OF THE CITY COUNCIL OF THE CITY OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING THE UNREPRESENTED **CONFIDENTIAL UNIT** MEMBERS AND SETTING FORTH OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

SECTION 1 - POLICY STATEMENT REGARDING CONFIDENTIAL UNIT

The Confidential Unit shall be composed of the following classifications of employment:

Accountant
Administrative Assistant
Administrative Services Technician II
Deputy City Clerk
Fiscal Services Technician
Station Manager KCOM

Although primarily assigned to clerical functions, these Confidential employees are expected to frequently work additional hours necessary to fulfill their special responsibilities, and maintain all sensitive information in a confidential manner.

SECTION 2 - HOURS OF WORK

2.1 Workday and Workweek

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. The regular daily work schedule for Confidential employees shall be seven and one-half (7-1/2) hours. The regular weekly work schedule for Confidential employees shall be thirty-seven and one-half (37.5) hours, and full-time employees on a regular schedule shall work a minimum workweek of thirty seven and one-half (37.5) hours in a seven (7) consecutive day period.

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 and will not incur overtime beyond the City's usual and customary overtime needs under the regular work schedule. 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 8.33 hour day every other week. Accordingly, each workweek shall consist of 37.5 hours, and

a non-exempt employee shall not be entitled to overtime pay unless the employee works in excess of this schedule.

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.

2.2 Overtime

Overtime work is work performed in excess of the regular daily work schedule of the regular weekly work schedule and which is authorized by the employee's supervisor. Paid holidays, vacation leave and paid sick leave shall count as time worked for the purpose of computing weekly overtime.

Hours worked in excess of the regular daily or weekly schedule shall be paid at the overtime rate which shall be one and one-half (1-1/2) times the straight-time hourly rate.

Employees working overtime may elect, with the permission of the department head, to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) hours for each hour worked. Compensatory time off may be accumulated to a maximum of ninety (90) hours. Employees desiring to utilize compensatory time off may do so with the permission of their department heads.

2.3 Work Performed During Disaster

As required by law, all City employees are disaster service workers, subject to such disaster service activities as may be assigned to them by the City or by law.

SECTION 3 - SALARY ADMINISTRATION

3.1. Salaries – Monthly

Wages for each classification in the Confidential Unit are shown in Appendix A. The rates of pay shown in Appendix A reflect the following cost-of-living increases during the term of this Resolution:

- 3% effective July 1, 2021
- 3% effective July 1, 2022
- 3.25% effective July 1, 2023
- 3.25% effective July 1, 2024

If, during the term of this Resolution, any other bargaining unit is offered a cost of living increase greater than the increases shown above for the same fiscal year, then the difference between the increase for the other bargaining unit and the increase provided under this Resolution will take effect for the Confidential Unit.

3.2 Salary at Time of Employment

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

3.3 Eligibility for Advance in Pay

Subject to approval as described below, employees shall usually advance from Step 1 through Step 5 in accordance with the time-in-step requirements outlined in Appendix A. The time-in-step requirements shall apply before an employee is eligible for advancement in pay. When an employee demonstrates outstanding job performance, the City may advance the employee to the next step before the employee completed the time-in-step requirements.

Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirement outlined in Appendix A. If an employee is on leave without pay for more than one month, the period shall be deducted from accumulated time-in-step.

3.4 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.

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

Performance ratings shall guide supervisors and department heads in determining whether step advancement has been earned and should be recommended to the City Administrator. Performance ratings shall be completed by the supervisor for each employee on an annual basis, or sooner if necessary.

3.6 Withholding Step Advancement

Department heads have the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. Department heads shall keep their employees informed about their job performance, giving good work its proper recognition, noting deficient work, and attempting to assist toward improvement.

3.7 Call-Back Pay

Employees called to work on his or her day off or at a time other than their regular shift shall receive a minimum of four (4) hours of compensation. This call-back pay does not apply to extra time worked contiguous with the employee's regularly scheduled shift.

All time actually worked during this call-back time shall be paid at the applicable overtime rate. All time in addition to actual working time shall be paid at straight time to a combined maximum of four (4) hours.

If the employee works more than four (4) hours of call-back, the total time worked shall be paid at the overtime rate. Additional hours of call-back time at the straight time shall not be applicable.

3.8 Training Pay

When an employee in this unit is required to train staff in other than the normal work assignment to which the employee is assigned, the employee shall receive an additional 5% salary differential, subject to the following conditions:

- The employee being trained shall not be in the same job classification as the employee-trainer;
- Training of newly-appointed regular full-time staff, part-time staff and contract staff with a term of one calendar month or longer shall be included for compensation; and
- Training of volunteers, instruction relating to a specific process (i.e. use of a computer program), answering individual procedural questions, and training of a replacement for one's own position shall not be compensated.

Such training compensation shall be approved by the employee's supervisor and the Finance Director prior to the beginning of the compensable training process. Such compensation time will normally last no longer than one calendar month for each employee trained. Should additional time be required, additional approval must be obtained from the supervisor and the Finance Director. Should more than one employee be trained concurrently, no more than a total of 5% compensation will be approved.

3.9 Educational Incentives

For any member covered under this Resolution who holds an Associate degree will be paid an additional sum per month as salary equal to one percent (1%) of the salary he/she would otherwise receive. For any member covered under this Resolution who holds a Bachelor's degree, they will be paid an additional sum equal to two percent (2%) of the salary he/she would otherwise receive. The additional sum payable for a Bachelor's degree shall not be cumulative with the additional sum payable for an Associate degree.

For bookkeeping purposes, the payment of any additional sum as an educational incentive provided in this paragraph shall commence on the first of the month following submission of written proof to the City Administrator that the employee has obtained the appropriate degree.

SECTION 4 - PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) consecutive months. 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 the probationary period, an employee may be discharged with or without cause and without any appeal rights.

SECTION 5 – RETIREMENT BENEFITS

5.1 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.

5.1.1 Retirement — Employees Hired Before August 21, 2012

This Section 5.1.1 shall apply to employees hired before August 21, 2012, who are contributing members of CalPERS (Tier 1).

A. Final Compensation Based on the Single Highest Year

For purposes of determining a retirement benefit, final compensation for employees covered by this section 5.1.1 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 5.1.1 who are contributing members of CalPERS.

C. Required Employee Contribution

Employees covered by this section 5.1.1 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 60 Pension Formula. (The CalPERS required employee contribution amount was 8% as of the date of this Resolution.)

In the event employee contribution rates are adjusted by CalPERS during the term of this Resolution, 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 5.1.1 will contribute an additional amount as follows:

The Employees and the City previously agreed that if the City's total employer contribution rate for Tier 1 employees is more than 14.025%, the amount above 14.025% will be shared equally between the City (50%) and the Tier 1 employees (50%) ("Employer Contribution Rate Formula"). This Employer Contribution Rate Formula shall continue upon the expiration of this Resolution.

For Tier 1 employees, the total employee contribution maximum cap shall not exceed 14% ("Maximum Cap"). This 14% Maximum Cap

includes: (a) The existing 8% employee contribution; and (b) Any additional cost sharing of the employer contribution that may result from application of the Employer Contribution Rate Formula. The Maximum Cap of 14% shall continue upon the expiration of this Resolution, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount, as set forth in Section C.

5.1.2 Retirement — Employees Hired On or After August 21, 2012 and Employees Hired After January 1, 2013 With Pension Reciprocity

This section 5.1.2 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 (Tier 2).

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 5.1.2 shall be based on the employee'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 5.1.2 who are contributing members of CalPERS.

C. Required Employee Contribution

Employees covered by this section 5.1.2 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 Pension Formula. (The required employee contribution amount was 7% as of the date of this Resolution):

In the event employee contribution rates are adjusted by CalPERS during the term of this Resolution, 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 5.1.2 will contribute an additional amount as follows:

The Employees and the City previously agreed that if the City's total employer contribution rate for Tier 2 employees is more than 14.025% the amount above 14.025% will be shared equally between the City (50%) and the Tier 2 employees (50%) ("Employer Contribution Rate Formula"). This Employer Contribution Rate Formula shall continue upon the expiration of this Resolution.

For Tier 2 employees, the total employee contribution maximum cap shall not exceed 8% (“Maximum Cap”). This 8% Maximum Cap includes: (a) The existing 7% employee contribution; and (b) Any additional cost sharing of the employer contribution that may result from application of the Employer Contribution Rate Formula. The Maximum Cap of 8% shall continue upon the expiration of this Resolution, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount, as set forth in Section C.

5.1.3 Retirement — Employees Hired On or After January 1, 2013 Without Pension Reciprocity

This Section 5.1.3 shall apply to employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS (Tier 3).

A. Final Compensation Based on Three Year Average

For purposes of determining a retirement benefit, final compensation for employees covered by this section 5.1.3 shall be based on the employee’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 5.1.3 who are contributing members of CalPERS.

C. Required Employee Contribution

Employees covered by this section 5.1.3 will contribute 50% of normal costs as established by CalPERS for the 2.0% @ 62 Pension Formula. The required contribution amount was 6.75% 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.

5.1.4 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.

5.2 ICMA Deferred Compensation

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

SECTION 6 HOLIDAYS

6.1 Holidays Observed

There shall be twelve (12) 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
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 individual employee and the department head.

Each employee eligible for the above holidays shall be paid 7.5 hours at the employee's regular straight time hourly rate for each holiday. If the employee works a modified work schedule, the employee shall have the option of working the number of hours above the 7.5 hours of holiday pay in order to account for a full workday or shall have the option of using time from a leave bank in order to be paid for a full workday. Any hours worked in order to account for a full workday on the holiday will be paid at the employee's straight time hourly rate.

If any other bargaining unit in the City of Piedmont negotiates for an additional paid holiday, the same holiday will take effect for the Confidential unit. Also, any day proclaimed by the City Council as a holiday for City employees will be observed.

6.2 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. Such alternative day shall be taken in the calendar year in which the birthday occurs. Failure to take the holiday within the calendar year shall result in forfeiture of the holiday.

6.3 Holiday to be Observed on Workdays

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

SECTION 7 - VACATION LEAVE

7.1 Vacation Accrual Rates

Employees shall accrue annual vacation leave as follows:

1 through 4 years:	82.5 hours
5 through 8 years:	112.5 hours
9 through 11 years:	127.5 hours
12 through 14 years:	142.5 hours
15 through 18 years:	150.0 hours
19 through 22 years:	165.0 hours
23 years and after:	187.5 hours

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

The City Administrator has sole authorization to credit newly hired and current employees with additional time for relevant service with a prior employer, up to a maximum of five (5) years.

7.2 Date When Vacation Accrual Starts

Vacation accrual shall begin to accrue as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period. Vacation accrual will not be credited during unpaid leave with the exception of time list under Worker's Compensation provisions.

7.3 Holiday Falling During Vacation

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

7.4 Use of Sick Leave During Vacation

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

7.5 Accumulation

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

7.6 Sellback of Vacation

An employee may elect to convert for payment in cash a maximum of one (1) years unused vacation days each City fiscal year (from July 1 to June 30), provided that two weeks of vacation and/or leave is taken in the fiscal year the vacation sellback takes place. This right to sellback shall only be in effect provided that one week of vacation accrual remain on the books after the vacation sellback takes place. The payment shall be computed at the employee's current salary rate, provided adequate funds are available in the effected department's budget as determined by the City Administrator.

SECTION 8 - SICK LEAVE

8.1 Accrual

An employee shall accrue sick leave at the rate of 4.69 hours for each pay period of service (based upon a semimonthly pay period). Sick leave accrual will not be credited during unpaid leave with the exception of time lost under Worker's Compensation provisions.

8.2 Usage

Employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

- A. For the employee's own illness or injury or for the illness or injury of the employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.
- B. For the employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the employee's family member.
- C. For employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- D. The employee's supervisor may require medical certification or other substantiating evidence of illness for any period for which such leave is sought. Such requests shall not be made on an arbitrary or discriminatory basis.
- E. Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.
- F. Employees shall be entitled to use a maximum of 56.28 hours of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in Section 8.2(A).

**A registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State.*

8.3 Lapse

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

8.4 Catastrophic Leave Program

Classified employees in the Confidential Unit may be eligible to receive donations of paid leave as described in the City's Personnel Rules.

SECTION 9 LEAVES

9.1 Bereavement Leave

In the case of death within the immediate family of an employee, such employee shall be entitled to leave from duty with pay for a period of up to three (3) working days. The immediate family of any employee, for the purpose of this section, shall be defined as: Spouse, mother, father, stepparent, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and registered domestic partner.

Bereavement leave is in addition to and separate from vacation or sick leave provided in this Resolution.

In the event of a death in the employee's family outside of the immediate family as provided above, an employee may apply to the City Administrator and request bereavement leave.

9.2 Leave of Absence Without Pay

An employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the City Administrator.

During any approved leave of absence the employee shall not be engaged in gainful employment unless authorized to do so by the written permission of the City Administrator. The City Administrator may terminate any employee who violates the terms and conditions of the written permission for the leave or extension thereof. The maximum leave of absence shall be for one (1) year.

9.3 Military Leave

Employees who are called upon to perform active annual training duty or temporary special services as a member of any Armed Forces reserve, and who lose time from their regular scheduled workweek, shall be paid the difference between the pay received from the federal or state government (for such reserve duty) and their normal weekly earnings, not to exceed two (2) weeks annually. Employees should refer to City policy for additional information on military leave granted pursuant to the Family Medical Leave Act and the California Family Rights Act.

9.4 Jury Duty

Any employee required to serve as a juror in a civil or criminal action pending in a court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work; provided, however, that the City Administrator may require proof of the time such service was required and any monies received for jury service shall be remitted to the City. Furthermore, the employee shall not have his or her regular starting or quitting time changed as a result of being called for jury service.

9.5 Pregnancy Disability Leave

Pregnancy Disability Leave shall be granted in accordance with federal, state and local law. Pregnancy disability leave is a leave of absence necessitated by an employee's medical

disability that is attributable to pregnancy, childbirth or related medical conditions. It includes leave needed for prenatal care, prenatal complications, and morning sickness.

Employees may take up a maximum of four months (88 work days for a full time employee) of pregnancy disability leave per pregnancy. Medical certification is required, and the length of the pregnancy disability leave will depend on the medical necessity for the leave. An employee shall be entitled to use sick leave, vacation or leave without pay to the cumulative total of four (4) months.

Except where medical circumstances preclude such notice, an employee who plans to take pregnancy leave shall give the City at least thirty (30) days advance notice where practicable, and an estimate of the duration of her absence when such information is available to her.

Pregnancy disability also is a “serious health condition” under the FMLA so that, for employees who qualify for FMLA medical leave, health insurance will continue to be paid by the City for at least a combined total of 12 work weeks in any 12-month period.

The employee shall notify the City at least twenty (20) working days prior to her return from pregnancy leave of her intention to return to work, and provide the City with satisfactory written verification from a physician or other licensed health care practitioner of her ability to return to work.

For additional information about pregnancy leave, see the City Personnel Rules.

9.6 Family and Medical Leave

Employees are eligible for unpaid leave under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The provisions of this Resolution will be applied in conformance with the provisions of FMLA and the CFRA in effect at the time the leave is granted and in conformance with City policies and practice. Employees should refer to the City’s Personnel Rules for additional information.

SECTION 10 - INJURY PAY

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

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

SECTION 11 HEALTH PLAN AND LIFE INSURANCE

11.1 Flexible Benefit Plan

Effective January 1, 1993, pursuant to Section 125, Section 105, Section 106 and Section 129 of the Internal Revenue Code, the City established the City of Piedmont Flexible Benefit Plan to provide taxable and non-taxable benefits to its employees and to permit employees to choose which of the benefits they wish to receive.

The City shall maintain the Flexible Benefit Plan which includes accounts for health care expenses, dependent care expenses and premium contributions. The City may pay the employer contribution toward medical premiums (less the statutorily mandated PEMHCA minimum paid directly to CalPERS) through the Flexible Benefit Plan. The parties understand that the City's use of the Flexible Benefit Plan as a vehicle for its premium contributions does not change the City or employee's contribution to medical insurance premiums as described in this Section 11.

11.2 Hospitalization and Medical Care

Effective January 1, 1997, the City began providing CalPERS medical program benefits to active employees and retirees in accordance with the Public Employees' Medical and Hospital Care Act ("PEMHCA").

11.2.1 Basic City Contribution

For all employees and retirees, the City pays the PEMHCA statutory minimum contribution toward medical insurance benefits, as required by CalPERS, and as determined by CalPERS under Government Code Section 22892.

11.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums as described below.

The City and employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2021 CalPERS Kaiser Bay Area premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Bay Area premiums and includes the PEMHCA statutory minimum.

For the 2021 plan year, the City's monthly contributions towards eligible employees' elected medical coverage, inclusive of the basic City contribution of the PEMHCA statutory minimum contribution, are as follows:

- Employee only: \$813.64
- Employee +1: \$1,627.28
- Employee +family: \$2,115.46

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the above-mentioned 2021 monthly premium rates for the CalPERS

Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee + family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees electing medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

11.2.3 Opt Out Election

Effective May 1, 2018, an employee who has medical insurance coverage as a result of being an eligible dependent of another City employee, who has medical insurance coverage as an eligible dependent of a person employed elsewhere, or who otherwise has medical insurance coverage, may elect not to participate in the medical insurance plans offered by the City and may elect to receive \$500 per month in lieu of the amount the City would otherwise contribute for medical insurance for the employee. To elect cash in lieu, the employee must sign a waiver of medical insurance coverage provided by the City and provide proof of medical insurance coverage to Human Resources annually before the end of the open enrollment period.

11.3 Dental Insurance Plan

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

11.4 Vision Plan

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

11.5 Life Insurance and Accidental Death and Dismemberment 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 shall also provide and pay for Accidental Death and Dismemberment insurance. The City's payment shall cease upon the employee's separation from City service, but the employee may elect to retain such policy (if conversion is available) at his/her sole expense.

11.6 Alternative Coverage

In the event that it may be possible to provide an alternative life insurance, dental coverage, or vision coverage as nearly comparable as possible to the benefits in effect at the date of this resolution without additional cost to the City or the employees, the City may substitute new insurance carriers.

11.7 Employee Assistance Plan

The City shall provide an Employee Assistance Plan at no cost to the employee.

11.8 Disability Insurance

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

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

11.9 Retiree Medical Insurance - Employees Hired Before May 1, 2018

11.9.1 For current employees hired before May 1, 2018, who retire from the City while meeting the eligibility requirements for CalPERS retiree health insurance, the City shall pay directly to CalPERS the PEMHCA minimum as determined by CalPERS under Government Code Section 22892. In addition, the City shall make available a Retiree Health Reimbursement Arrangement (HRA). Through the HRA, the City will continue to provide to eligible CalPERS annuitants monthly contributions for medical insurance premiums according to the following formula: (# of years City has contracted w/PEMHCA) x (5%) x (City's contribution for active employees).

The City's contribution for annuitants is adjusted annually according to this formula and the annual adjustment to the minimum monthly employer contribution cannot exceed \$100.00. The amount paid by the City on behalf of annuitants and/or their eligible survivors shall increase annually under this formula until the City's contributions for annuitants and active employees are the same.

For 2021, the City's contributions for annuitants are as follows:

Kaiser	Premium:	Total Employer Contribution	% of Premium	Retiree Pays
Employee	\$813.64	\$813.64	100.00%	\$0.00
Employee + 1	\$1,627.28	\$1,627.2836	100.00%	\$0.00
Employee + Family	\$2,115.46	\$1,747.26	82.59%	\$368.20

11.9.2 Effective August 1, 2012, all active employees who will be eligible for retiree medical benefits described in this Section 11.9 will have the City reduce their pay by \$50 semi-monthly by payroll deduction and have the City contribute such amounts to retiree benefits.

11.10 Retiree Medical - Employees Hired On or After May 1, 2018

For employees hired on or after May 1, 2018, the City's maximum contribution toward CalPERS retiree medical coverage shall be the PEMHCA minimum contribution as determined by CalPERS under Government Code Section 22892. Employees hired on or after May 1, 2018, are not eligible for the Retiree HRA described in Section 11.9.

SECTION 12 - MISCELLANEOUS PROVISIONS

12.1 Professional Development Reimbursement

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college, during non-work hours. Additionally, the City encourages and supports staff to pursue, during non-work hours, professional development training in order to increase their job skills and knowledge for their current position or advancement opportunities. A variety of professional development activities can be reimbursed, such as fees for workshops, seminars, or adult school classes.

To be eligible for approval for reimbursement, the subject matter content of the course must be related to the employee's work assignment, promotional opportunities, transfer opportunities, or the course is required for the attainment of a degree or certificate program. The maximum reimbursement amount is one thousand five-hundred dollars (\$1,500) per fiscal year.

The employee must have his/her request approved by the department head and/or City Administrator, which approval is subject to available budgeted funds, prior to enrolling in the course in order for the employee to be assured of reimbursement. Upon completion of the course, the employee must submit appropriate receipts, along with a copy of the grade sheet or certificate indicating attendance in, or a passing grade, in order to be eligible for reimbursement.

12.2 Coordination with Personnel Rules

This statement of compensation and benefits Resolution shall be considered supplemental to the provisions of the City Personnel Rules, which are hereby made of this document by reference thereto. In the event of any conflict between the Personnel Rules and this statement of benefits Resolution, the former shall prevail.

12.3 Child Care Programs

The children of the employees covered by this Resolution are eligible to attend the Skipping Stones, Kinder Konnex, Camp Everything and Schoolmates programs at no charge. Eligibility to attend these programs are based upon availability.

Appendix A
Confidential Unit Salaries

Effective 7/1/2021	% Increase	Step 1 0-6 Mo	Step 2 7-18 Mo	Step 3 19-30 Mo	Step 4 31-42 Mo	Step 5 43 mo +
Accountant	3%	\$7,415	\$7,786	\$8,175	\$8,582	\$9,017
Administrative Assistant	3%	\$5,702	\$5,993	\$6,290	\$6,603	\$6,934
Administrative Services Tech II	3%	\$7,415	\$7,786	\$8,175	\$8,582	\$9,017
Deputy City Clerk	3%	\$6,811	\$7,155	\$7,511	\$7,887	\$8,279
Fiscal Services Tech	3%	\$6,224	\$6,536	\$6,862	\$7,205	\$7,562
Station Manager KCOM	3%	\$7,415	\$7,786	\$8,175	\$8,582	\$9,017

Effective 7/1/2022	% Increase	Step 1 0-6 Mo	Step 2 7-18 Mo	Step 3 19-30 Mo	Step 4 31-42 Mo	Step 5 43 mo +
Accountant	3%	7,637	8,020	8,420	8,839	9,288
Administrative Assistant	3%	5,873	6,173	6,479	6,801	7,142
Administrative Services Tech II	3%	7,637	8,020	8,420	8,839	9,288
Deputy City Clerk	3%	7,015	7,370	7,736	8,124	8,527
Fiscal Services Tech	3%	6,411	6,732	7,068	7,421	7,789
Station Manager KCOM	3%	7,637	8,020	8,420	8,839	9,288

Effective 7/1/2023	% Increase	Step 1 0-6 Mo	Step 2 7-18 Mo	Step 3 19-30 Mo	Step 4 31-42 Mo	Step 5 43 mo +
Accountant	3.25%	\$7,885	\$8,281	\$8,694	\$9,126	\$9,590
Administrative Assistant	3.25%	\$6,064	\$6,374	\$6,690	\$7,022	\$7,374
Administrative Services Tech II	3.25%	\$7,885	\$8,281	\$8,694	\$9,126	\$9,590
Deputy City Clerk	3.25%	\$7,243	\$7,610	\$7,987	\$8,388	\$8,804
Fiscal Services Tech	3.25%	\$6,619	\$6,951	\$7,298	\$7,662	\$8,042
Station Manager KCOM	3.25%	\$7,885	\$8,281	\$8,694	\$9,126	\$9,590

Effective 7/1/2024	% Increase	Step 1 0-6 Mo	Step 2 7-18 Mo	Step 3 19-30 Mo	Step 4 31-42 Mo	Step 5 43 mo +
Accountant	3.25%	8,141	8,550	8,977	9,423	9,902
Administrative Assistant	3.25%	6,261	6,581	6,907	7,250	7,614
Administrative Services Tech II	3.25%	8,141	8,550	8,977	9,423	9,902
Deputy City Clerk	3.25%	7,478	7,857	8,247	8,661	9,090
Fiscal Services Tech	3.25%	6,834	7,177	7,535	7,911	8,303
Station Manager KCOM	3.25%	8,141	8,550	8,977	9,423	9,902

BE IT FURTHER RESOLVED that Resolution No. 24G-18 is hereby rescinded, and that this Resolution shall constitute the sole statement of compensation and benefits for employees of the Confidential Unit through June 30, 2025.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on December 20, 2021, by the following vote:

Ayes: Andersen, Cavanaugh, King, McCarthy, Rood
Noes: None
Absent: None

Attest: _____
John O. Tulloch, Assistant City Administrator/City Clerk

RESOLUTION 52-2022

WHEREAS, the classification for the Administrative Services Technician I/II was updated by the City Council in 2014; and

WHEREAS, at that time, a salary range was only created for the Administrative Services Technician II classification, as at that time, only employees in that range were employed by the City; and

WHEREAS, the only remaining employee in that classification will retire in 2022 and the City is currently recruiting to fill the position; and

WHEREAS, in order to provide flexibility when hiring for this position, the City desires to set a salary range for the Administrative Services Technician I classification;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Piedmont does hereby resolve, declare, determine, and order as follows:

The following salary ranges are added to the appropriate charts in Appendix A of Resolution 97A-2021, in a format consistent with the existing data:

Effective Date:	Step 1 0-6 Mo	Step 2 7-18 Mo	Step 3 19-30 Mo	Step 4 31-42 Mo	Step 5 43 mo +
7/1/2022	6,411	6,732	7,068	7,421	7,789
7/1/2023	6,619	6,951	7,298	7,662	8,042
7/1/2024	6,834	7,177	7,535	7,911	8,303

[END OF RESOLUTION]