

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: July 19, 2021

TO: Mayor and Council

FROM: Sara Lillevand, City Administrator

SUBJECT: Consideration of Four Year Memoranda of Understanding between the City of Piedmont and the International Association of Firefighters, Local 2863 / the City of Piedmont and the Piedmont Police Officers Association

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**RECOMMENDATION**

By separate motions, approve Memoranda of Understanding (MOUs) between the City of Piedmont and the following labor groups, effective from July 1, 2021 through June 30, 2025:

International Association of Firefighters, Local 2863 (“IAFF”) representing the City’s Firefighters-EMT, Firefighter Engineer, and Firefighter Paramedics; and

Piedmont Police Officers Association (“PPOA”) representing the City’s Police Officers and Police Sergeants;

Authorize the City Administrator to execute said MOUs; Authorize the City Attorney to make non-substantive changes to finalize the MOUs.

**BACKGROUND AND DISCUSSION**

· IAFF

The City’s and the IAFF’s most recent MOU expired on June 30, 2021. Over the past approximately three (3) months, the City and the IAFF have met and conferred in good faith to reach agreement on a successor MOU. On June 11, 2021, the City and the IAFF reached a tentative agreement on terms and conditions for a new four year MOU ending June 30, 2025. On June 29, 2021, IAFF ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

- Four year term from July 1, 2021 to June 30, 2025
- Salary Increases:
  - 3% increase effective July 1, 2021 and July 1, 2022;
  - 3.25% increase effective July 1, 2023 and July 1, 2024.
- Retirement benefits:
  - Tier 1: A cap of 21.147%, with employee picking up any increases in CalPERS

- o established employee contribution amount.
  - o Tier 2: A cap of 12.000%, with employee picking up any increases in CalPERS established employee contribution amount.
  - o Tier 3: The CalPERS rate of 50% of the normal cost.
- Healthcare:
  - o Modest increases to City's healthcare benefits for current and retired employees. Note, under California law, these changes require the City to obtain an actuarial report, which is attached hereto. The actuary will also be present during open session to address any questions. Council will adopt this change at its next meeting.
- The City Administrator is required to approve a leave of absence without pay (prior language did not require City Administrator approval).
- Update to bereavement leave to allow leave for purposes other than to attend funeral or memorial services.
- The MOU also includes various clean up language revisions to help administer the MOU in line with City policy and the law. For instance, the MOU now references the City-wide catastrophic leave program instead of having a separate policy in the MOU.
- Retroactivity of applicable terms to July 1, 2021.

#### · PPOA

The City and the PPOA's most recent MOU expired on June 30, 2021. Over the past approximately three (3) months, the City and the PPOA have met and conferred in good faith to reach agreement on a successor MOU. On June 9, 2021, the City and the PPOA reached a tentative agreement on terms and conditions for a new four year MOU ending June 30, 2025. On June 17, 2021, PPOA ratified the tentative agreement. A summary of the new terms are outlined below and included in the attached proposed MOU:

- Four year term from July 1, 2021 to June 30, 2025
- Salary Increases:
  - o 3% increase effective July 1, 2021 and July 1, 2022;
  - o 3.25% increase effective July 1, 2023 and July 1, 2024.
- Retirement benefits:
  - o Tier 1: A cap of 21.9466% with employee picking up any increases in CalPERS established employee contribution amount.
  - o Tier 2: A cap of 12.000%, with employee picking up any increases in CalPERS established employee contribution amount.
  - o Tier 3: The CalPERS rate of 50% of the normal cost.
- Healthcare:
  - o Modest increases to City's healthcare benefits for current and retired employees.
- Employees will only receive two (2) hours instead of four (4) for virtual call-in pay.
- Update to bereavement leave to allow leave for purposes other than to attend funeral or memorial services.
- The MOU also includes various clean up language revisions to help administer the MOU in line with City policy and the law. For example, the catastrophic leave program was updated to reflect the City-wide policy.

- Retroactivity of applicable terms to July 1, 2021.

FISCAL CONSIDERATIONS:

The total fiscal impact over the next four years is approximately \$2.3 million, which is within 1.1% of the cost included in the City's long range financial plan.

ATTACHMENTS

- #1 – Draft MOU between the City and IAFF, July 1, 2021 to June 30, 2025, redlined
- #2 – Draft MOU between the City and POA, July 1, 2021 to June 30, 2025, redlined
- #3 – Actuarial report

By: Michelle Marchetta Kenyon, City Attorney  
Monica McQueen, Negotiator  
Gena Burns, Negotiator  
Stacy Jennings, Human Resources Administrator

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF PIEDMONT**  
**AND**  
**PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF**

July 1, ~~2020~~ 2021 – June 30, ~~2021~~ 2025

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PIEDMONT  
AND  
PIEDMONT FIREFIGHTERS, LOCAL 2683, IAFF**

**PREAMBLE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Piedmont, a political subdivision (hereinafter the "City") and Piedmont Firefighters, Local 2683, IAFF (hereinafter the "Union") on behalf of all employees in the bargaining unit represented by the Union.

## **SECTION 1 - RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative for a bargaining unit comprised of full-time permanent and probationary Firefighters, Engineers and Lieutenants.

## SECTION 2 - NO DISCRIMINATION

The City shall not interfere with, restrain, coerce, or discriminate in any way against any bargaining unit employee by reason of membership in the Union, exercise of rights as a Union member, or activities approved by this Agreement. Nor will the City discourage membership in the Union or encourage membership in any other employee organization.

The Union recognizes its responsibility as exclusive representative and agrees to represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all bargaining unit employees without discrimination as to age, race, color, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.



## SECTION 3 - UNION SECURITY AND RIGHTS

### 3.1 Dues Deductions

Employees may voluntarily join the Union and authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Union (hereinafter collectively "dues deductions"). The Union shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Union and authorize dues deductions. The Union shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

The City shall deduct from the Union paychecks of each employee who voluntarily authorizes dues deductions as certified by the Union, or pursuant to an authorization form tendered to the City by the Union or the employee, the total amount of dues certified by the Union per month. The City shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the Secretary-Treasurer of the Union as the person authorized to receive such funds. The Union shall specify the address by which the City shall forward the dues deductions.

The employee's earnings must be sufficient, after all other required donations are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholdings, no deduction shall be made. In this connection, all required deductions have priority over the Union deduction.

If an employee desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the employee to the Union. Any such dues deduction, revocation cancellation, and/or change shall be effective only when submitted by the Union to the City and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following notification of such change by the Union.

The Union shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, proceedings, or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this dues deduction agreement.

### 3.2 Insurance Deductions

Upon receipt of written authorization from the employee, the City shall deduct from the employee's paycheck the amounts specified for payment of insurance premiums the employee has elected to participate in through the Union.

### **3.3 Bulletin Boards**

The City shall provide suitable space for bulletin boards in City fire stations. The Union shall provide bulletin boards no larger than 30" x 40." The Union shall be allowed to use such bulletin boards for communications having to do with official Union business.

### **3.4 Use of City Facilities**

The Union, including representatives and bargaining unit employees, in accordance with established City policies, may be granted the use of City facilities for meetings of bargaining unit employees provided space is available.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited unless written approval is received in advance from the City.

### **3.5 Advance Notice**

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any ordinance, rule, resolution or regulation relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and the Union shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when City management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, City management shall provide such notice and opportunity to meet at the earliest practical time following the adoption of each ordinance, rule, resolution or regulation. Emergency shall be defined as "an unforeseen situation calling for immediate action."

### **3.6 Access to Work Locations**

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the consent of the Fire Chief or designated representative. Prearrangement for routine contact may be made by agreement between the Union and the Fire Chief or the Fire Chief's designated representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during working hours unless approved in advance by the Fire Chief or designated representative.

### **3.7 Employee Information**

The City shall provide the Union President and Union Secretary-Treasurer with a digital file via email containing the name, job title, department, work location, work, home and personal cellular telephone number, personal email addresses on file with the employer, and home address of any newly hired employee in bargaining unit classifications represented by the Union within thirty (30) days of the date of hire or by the first pay

period of the month following hire. The City shall also provide the Union representatives with a list of that same information for all existing unit employees at least every 120 days.

## SECTION 4 – CITY RIGHTS

The City retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the City Charter, except as specifically limited, abridged or relinquished by the terms of this MOU.

## SECTION 5 - UNION REPRESENTATIVES

City employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the Fire Chief. Such employee representatives shall notify the Fire Chief or the Fire Chief's designated representative, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed a total of three (3).

## **SECTION 6 - NO STRIKE**

The Union, its members and representatives, agree that they will not engage in, authorize, sanction, or support any strikes, slowdown, stoppage of work, curtailment of production, concerted refusal to work overtime, refusal to operate designated equipment (provided such equipment is safe and sound), or to perform customary duties during the term of this MOU.

## SECTION 7 - SALARIES

### 7.1 Salary Ranges

#### 7.1.1 Rates of Pay

During the term of this MOU, the rates of pay shown in Appendix A reflect the following increases:

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

- ~~3% effective July 1, 2020.~~

Initial appointments shall normally be made at the lowest step or rate of pay. Upon approval of the City Administrator, such appointments may be made at the second or third step when justified upon consideration of the difficulty of locating qualified personnel and an appointee's experience, education, knowledge of particular duties required, personal fitness for the position, and such other criteria as may be reasonably related to such preferential consideration on the basis of merit.

### 7.2 Fire Engineer Premium Pay

Bargaining unit employees appointed as Fire Engineers receive additional compensation equal to five percent (5%) above the employee's Firefighter step at the time of appointment. A Firefighter who wishes to be considered for appointment to the Fire Engineer class must complete their probationary period as a Firefighter, hold a State Firefighter II certificate, and satisfy all state mandated licensing requirements to drive fire apparatus. Firefighters appointed as Fire Engineers shall receive the five percent (5%) premium pay at the beginning of the pay period immediately following their appointment as a Fire Engineer. The City shall designate a minimum of three (3) Fire Engineers (one (1) per shift).

### 7.3 Paramedic Premium Pay

At the Fire Chief's sole discretion, the Fire Chief may designate bargaining unit employees as Firefighter/Paramedic. Employees so designated must possess and maintain valid certification as a Paramedic.

An employee designated as Paramedic shall receive additional compensation equal to twelve percent (12%) above their base pay in their classification as long as the employee is designated as Paramedic.

The number of employees designated as Paramedics shall be at the sole and exclusive discretion of the City, but shall be at least nine (9) employees. In the event of a

reduction in the number of Paramedics, the Paramedic with the least amount of service with the City shall be removed from the Paramedic assignment.

The City shall pay the cost of required training, tape reviews and recertification expenses for employees assigned as Paramedics. Scheduling for training, tape reviews and recertification requirements shall be approved by the Fire Chief. Whenever possible, such scheduling shall be accomplished while the employee is on duty.

#### **7.4 Acting Pay**

Whenever a temporary vacancy occurs in a higher paid classification due to the temporary absence of an incumbent employee, and the City determines the position should be filled, a qualified bargaining unit employee may be assigned by the Fire Chief to work in the higher paid classification. The employee assigned to working in the higher classification shall be paid at the lowest step of the classification to which the employee is temporarily assigned that is above the employee's current rate of pay. Employees assigned such duties shall receive the higher rate of pay only when the assignment is for a minimum of eight (8) hours.



## SECTION 8 - RETIREMENT BENEFITS

### 8.1 Retirement Plans

#### 8.1.1 Employees Hired Before December 5, 2012 (Tier 1)

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

The Union and the City previously agreed that if the City's total employer contribution rate for Tier 1 employees is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the Tier 1 employees (50%) ("Employer Contribution Rate Formula"). The Union and the City agree that this Employer Contribution Rate Formula shall continue upon the expiration of this Memorandum of Understanding.

For Tier 1 employees, the total employee contribution maximum cap shall not exceed 21.147% ("Maximum Cap"). This 21.147% Maximum Cap includes: (a) The existing 9% employee contribution; (b) The existing 0.6085% additional employee contribution; and (c) Any additional cost sharing of the employer contribution that may result from application of the Employer Contribution Rate Formula. The Maximum Cap of 21.147% shall continue upon the expiration of this Memorandum of Understanding, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount.

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

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

The Union and the City previously agreed that if the City's total employer contribution rate for Tier 2 employees is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the Tier 2 employees (50%) ("Employer Contribution Rate Formula"). The Union and the City agree

that this Employer Contribution Rate Formula shall continue upon the expiration of this Memorandum of Understanding.

For Tier 2 employees, the total employee contribution maximum cap shall not exceed 12% (“Maximum Cap”). This 12% Maximum Cap includes: (a) The existing 9% 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 12% shall continue upon the expiration of this Memorandum of Understanding, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount.

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

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

### **8.1.4 Employee Contributions**

~~The Union and the City previously agreed that if the City’s total employer contribution rate for any of the three tiers of pension benefits is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).~~

~~Commencing July 1, 2020 and continuing through June 30, 2021, the combined maximum employee contribution for bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan (Tier 1) shall be reduced to and not exceed 21.147%. This 21.147% limit includes the existing 9% employee contribution, the existing .6085% additional employee contribution, and any additional cost sharing of the employer contribution that may result from application of the 50/50 formula.~~

~~Should the parties fail to reach a different agreement regarding employee cost sharing contributions prior to July 1, 2021, the combined maximum employee contribution for bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan (Tier 1) shall be capped at 25% effective July 1, 2021.~~

Employee contributions towards the cost of their respective CalPERS pension benefits will be deducted from CalPERS reportable compensation prior to the

calculation and deduction of federal and state income taxes as provided in IRS Code Section 414(h)(2).

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

## SECTION 9 - HOURS OF WORK, SHIFTS AND SCHEDULES

### 9.1 Work Day

The normal workday for bargaining unit employees shall be a single 24-hour shift. The 24-hour shift applies to daylight savings time changes in the fall and spring.

### 9.2 Work Schedule and Work Period

The normal work schedule for bargaining unit employees is a 48/96 schedule (48 hours on duty followed by 96 hours off duty). The work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle. A normal work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) consecutive hours, followed by ninety-six (96) consecutive hours off within a six (6) day cycle. This schedule results in an average workweek of 56 hours. A typical work period shall be twenty-four (24) days containing four (4) such six (6)-day cycles. If for any reason the Fire Chief deems it necessary to implement another work schedule, the Fire Chief shall give written notice to the Union, and explain the reasons for the proposed schedule change. The Union shall have thirty (30) days to respond, and meet with the Fire Chief. Thereafter, the Fire Chief may change the work schedule as proposed.

### 9.3 Employee Schedule

Employees may not perform work outside their scheduled hours without prior approval from the Fire Chief. In cases of anticipated emergency, employees shall report their emergency work to the Fire Chief as soon as possible after performing the emergency work.

### 9.4 Overtime

Overtime work shall be defined as all work performed in excess of the normal work schedule set forth in Sections 9.1 or 9.2 of this MOU. Overtime work will be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight-time hourly rate. An employee's regular straight-time hourly rate is calculated by dividing the employee's annual salary for their regularly scheduled hours by 2912 hours (56 hours per week x 52 weeks per year).

### 9.5 Extra Duty and Call Back

An extra duty roster shall be prepared and posted. The Fire Chief will determine rotation and policy with respect to extra duty assignments.

Call back is defined as a return to work from off duty status. Employees shall receive a minimum of four (4) hours compensation for any call back.

Extra duty and call back shall be compensated at the employee's regular straight-time hourly rate or at one and one-half (1 1/2) times the employee's regular straight-time hourly rate as applicable.

### 9.6 Subpoena/Witness Pay

Employees who are subpoenaed by a governmental agency to appear or testify in any legal or administrative proceeding about a matter within the course and scope of their

employment shall be granted time off without loss of pay or benefits in order to comply with the subpoena. An off-duty employee who is subpoenaed to appear in any legal or administrative proceeding in which the City is a party shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate for all hours the employee is so ordered to appear.

## SECTION 10 - HOLIDAYS

The following holidays are recognized:

New Year's Day	Columbus Day (Floating holiday)
Martin Luther King Jr. Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Member's Birthday

Bargaining unit employees shall receive twelve (12) hours of holiday pay at their regular straight-time hourly rate for all recognized holidays, unless the employee is on leave of absence or serving a disciplinary suspension on the holiday. Employees shall receive holiday pay in the paycheck immediately following the holiday.

Employees assigned to limited duty work in accordance with Article 26 of this MOU shall elect to receive either (but not both) a day off on the holiday or eight (8) hours of holiday pay.

If the City grants any additional holidays to employees in another bargaining unit, the City will meet and confer with the Union about adding additional holidays.

## SECTION 11 - VACATIONS

### 11.1 Accrual

Vacation leave shall accrue at the following rates for bargaining unit employees working a 56-hour workweek:

0 - 60 months service	6 hours per pay period
61 - 96 months service	7 hours per pay period
97 - 144 months service	8 hours per pay period
145 - 192 months service	9 hours per pay period
193 - 240 months service	10 hours per pay period
241 months service and over	11 hours per pay period

### 11.2 Annual Vacation Selection

Employees may begin using accrued vacation leave following six (6) months of service. Employees must have sufficient accrued vacation leave on the books to cover any requested vacation.

Employees select vacation days each December for the subsequent calendar year based on seniority regardless of rank. Employees select vacation days in separate rounds so that each employee is afforded the opportunity to choose vacation days before employees are permitted to select additional vacation days. Once all employees have selected their initial vacation days, employees may request additional vacation days during subsequent rounds of the selection process. Employees must select single contiguous vacation periods of one or more days during each round of the selection process. If vacation days remain or become available following the annual vacation selection process in December, employees may request additional vacation days during the calendar year on a first come first served basis.

All vacation schedules must be approved by the Fire Chief or designee. The granting of vacation requests must not interfere with the efficient operation of the Department.

### 11.3 Vacation Accumulation

Bargaining unit employees may accrue and maintain a maximum vacation leave balance equal to two (2) years' vacation accrual at any time. Employees may take only that vacation which has accrued at the time the vacation is taken.

### 11.4 Vacation Sell-Back

Employees may sell back to the City up to one hundred and twenty (120) accumulated hours of vacation leave each ~~calendar year~~ City fiscal year (from July 1 to June 30), provided the employee retains at least ninety-six (96) hours of vacation leave on the books after the sell-back.

## SECTION 12 - SICK LEAVE

### 12.1 Accrual Rate

Bargaining unit employees shall earn sick leave benefits at the rate of twenty-four (24) hours for each month of employment.

### 12.2 Sick Leave Conversion/Incentive Program

Effective April 1, 1997, the City amended its contract with CalPERS to add Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This provision allows employees to add .004 years of service credit for each unused day of sick leave.

### 12.3 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 the employee's spouse or registered domestic partner, 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 Fire Chief may require medical certification or other substantiating evidence of illness for any period for which such leave is sought. Such requests shall not be made on an arbitrary or discriminatory basis.
- E. Each hour of illness or injury shall be deducted from the employee's accumulated sick leave benefits.
- F. Employees shall be entitled to use a maximum of 144 hours of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in Section 12.3(A).

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



## 12.4 Catastrophic Leave **Program**

Bargaining unit members may participate in the City's Catastrophic Leave program, subject to and in accordance with the City of Piedmont Personnel Rules 12(U). Personnel Rules 12(U) is attached as Appendix B and incorporated into this Agreement.

~~Bargaining unit employees who have completed their initial probationary periods are eligible to receive donations of paid leave that are included in the recipient employee's sick leave balance. Leave donations are only available to employees who suffer a catastrophic illness or injury, which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a 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 the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling residing in the employee's household), subject to the following conditions:~~

- ~~• The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.~~
- ~~• The recipient employee is not eligible so long as the employee has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.~~
- ~~• The recipient employee must provide a medical verification which meets the criteria above and a prognosis.~~
- ~~• Donations may be made in whole hour increments and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made and received from any individual employed by the City of Piedmont.~~
- ~~• Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour for hour basis and shall be paid at the rate of pay of the recipient employee.~~
- ~~• Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.~~
- ~~• Eligibility for this program requires recommendation by the Fire Chief and approval by the City Administrator.~~

## SECTION 13 - LEAVE OF ABSENCE

### 13.1 Industrial Disability Leave

Bargaining unit employees who become disabled by a work-related injury or illness as defined by California Worker's Compensation law shall be entitled to a leave of absence while so disabled, without loss of compensation, for up to one (1) year or until return to work or retirement, whichever occurs first. The City reserves the right to withhold payment of any Workers' Compensation disability benefits until such time it is determined whether or not the illness or injury is covered by Workers' Compensation.

### 13.2 Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. Bargaining unit employees requesting leave for this purpose shall provide the Fire Chief, whenever possible, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of the military orders, the Fire Chief may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. [Members 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.](#)

### 13.3 Leave of Absence Without Pay

Bargaining unit employees may be granted a leave of absence without pay for up to one (1) year with written permission from the Fire Chief [and the concurrence of the City Administrator](#). The ~~Fire Chief's~~ decision to grant or deny a leave of absence without pay or to extend a previously granted leave of absence without pay shall be final and conclusive and shall not be subject to the grievance procedure of this MOU.

A leave of absence without pay may be granted for any reason approved by the Fire Chief [and the concurrence of the City Administrator](#). However, employees shall not engage in other gainful employment unless the Fire Chief, [with the concurrence of the City Administrator](#), provides written authorization to do so. Employees who fail to adhere to the terms and conditions of their leave of absence may be terminated from employment. Further, employees who fail to return to duty following a leave of absence will be considered to have constructively resigned from their position and may be separated from City service after being afforded procedural due process (Skelly rights).

Employees shall be reinstated to their former positions at the conclusion of a leave of absence without pay. An approved leave of absence without pay is not a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee; however, vacation credits, sick leave credits, increases in salary, all other paid leaves, holidays and fringe benefits and other similar benefits shall not accrue to a person during the period of a leave of absence. Nor is the City required to maintain contributions toward group insurance or retirement coverage. During the period of an unpaid leave of absence under this section, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

### **13.4 Jury Duty**

Employees who are summoned for jury service in state or federal court shall receive their regular pay for the time they are absent from work in order to satisfy their jury service. The City may require proof of the time such jury service was required as a condition of receiving time off with pay and any monies received by the employee for their jury service shall be remitted to the City. Employees who are released from jury service prior to 5:00 p.m. and are not required to return for jury service the following day shall report for work for the remainder of their shift. Employees required to serve as jurors shall not have their regular starting or quitting times changed as a result of jury service.

### **13.5 Family Care and Medical Leave**

1. Employees are entitled to unpaid family care and medical leave as provided by the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), as amended. Family care and medical leave shall be provided in accordance with the FMLA, CFRA, City Personnel Rules and this MOU.
2. Employees may, solely at their option, elect to use earned sick leave and/or accrued vacation leave before leave without pay during an otherwise unpaid family care and medical leave, except that an employee may use no more than 144 hours of accrued sick leave during an otherwise unpaid FMLA/CFRA leave to care for a family member who lives with the employee. Employees continue accruing vacation, sick leave and holidays during family care and medical leave for which they elect to use paid leave.
3. The City shall maintain its contribution toward health and welfare benefits during a family care and medical leave on the same basis that the City contribution would have been provided had the employee not taken family care and medical leave.
4. Employees shall retain their employee status during family care and medical leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation.

### **13.6 Pregnancy Disability Leave**

1. Pregnant employees are entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time they are actually disabled by pregnancy, as determined by the employee’s health care provider. Pregnancy disability leave shall be provided in accordance with state law, City Personnel Rules and this MOU.
2. Employees may, solely at their option, elect to use earned sick leave and/or accrued vacation leave before leave without pay during an otherwise unpaid pregnancy disability leave. Employees continue accruing vacation, sick leave and holidays during pregnancy disability leave for which they elect to use paid leave.
3. The City shall maintain its contribution toward health and welfare benefits during a pregnancy disability leave on the same basis that the City contribution would have been provided had the employee not taken pregnancy disability leave.

4. Employees shall retain their employee status during pregnancy disability leave, and the leave shall not constitute a break in service for any purposes, except that a leave in excess of 30 days will not count toward completion of probation.

### 13.7 Bereavement Leave

Employees are entitled to paid leave from duty for up to two (2) shifts in ~~order to attend the funeral or memorial service~~ the case of the death of an immediate family member. For purposes of this provision, “immediate family” of an employee means: 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 the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; and siblings. In addition to the two (2) shifts of paid ~~funeral- Bereavement L~~leave, the Fire Chief may grant an employee’s request to use accrued vacation, in the case of the death of an immediate family member, ~~to attend funeral or memorial services, or to assist with matters relating to the decedent’s estate.~~

In special cases, the Fire Chief and City Administrator may grant paid ~~funeral Bereavement L~~leave for the death of a person not included within the definition of immediate family.

All requests for ~~funeral- Bereavement L~~leave shall be made in writing, specifying the time and date of the ~~funeral and/or memorial service~~ leave from duty.

### 13.8 Other Leaves

Employees are entitled to all other leaves as provided by state and federal law and City Personnel Rules.

### 13.9 Absence Without Leave

Employees who fail to report for duty as scheduled or fail to notify the designated management official prior to the employee's scheduled start time and provide the reason why the employee cannot report may be subject to disciplinary action.

## SECTION 14 - HEALTH AND WELFARE

### 14.1 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 13.

### 14.2 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").

#### 14.2.1 Basic City Contribution

For all bargaining unit employees and retirees, the City pays the PEMHCA statutory minimum as determined by CalPERS under Government Code Section 22892.

#### 14.2.2 Supplemental City Contribution

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

Prior to implementation of this Section 14.2.2 and Section 14.3.1, 14.3.2, and 14.3.3, the parties understand that the City will comply with California Government Code section 7507, which requires that the City secure an actuary report and the City must present said report at a public meeting. Accordingly, Sections 14.2.2 and Sections 14.3.1, 14.3.2 and 14.3.3 will go into effect the pay period after the City has complied with California Government Code section 7507, retroactive to July 1, 2021.

The City and bargaining unit 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~~13~~ CalPERS Kaiser Region 1 premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Region 1 premiums.

For the 2021~~0~~ 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~~~~\$718.56~~
- Employee +1: ~~\$1,627.28~~~~\$1,437.12~~
- Employee +family: ~~\$2,115.46~~~~\$1,868.26~~

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 monthly premium rates for the CalPERS Kaiser Region 1 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 Region 1 plan. Employees selecting medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

### 14.2.3 Opt-Out Election

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.

## 14.3 Retiree Medical

### 14.3.1 Bargaining Unit Employees Hired Before January 1, 2018

For active bargaining unit employees hired before January 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 ~~2020~~ 2021, the City's contributions for annuitants are as follows:

Kaiser	Premium:	Total Employer Contribution	% of Premium	Retiree Pays
Employee	<del>\$768.49</del> <u>\$813.64</u>	<del>\$718.56</del> <u>\$-813.64</u>	<del>93.50%</del> <u>100%</u>	<del>\$49.93</del> <u>0</u>
Employee+ 1	<del>\$1,536.98</del> <u>\$1,627.28</u>	<del>\$1,437.12</del> <u>\$1,627.28</u>	<del>93.50%</del> <u>100%</u>	<del>\$99.86</del> <u>0</u>
Employee + Family	<del>\$1,998.07</del> <u>\$2,115.46</u>	<del>\$1,647.26</del> <u>\$ 1,747.26</u>	<del>82.44%</del> <u>82.59%</u>	<del>\$350.81</del> <u>\$368.20</u>

**14.3.2** Effective August 1, 2012, all bargaining unit employees who will be eligible for the retiree medical insurance benefit described in 14.3.1 will have the City reduce their pay by \$50 semi-monthly by payroll deduction and have the City contribute that amount to retiree medical insurance benefits.

**14.3.3 Bargaining Unit Employees Hired On or After January 1, 2018**

For employees who are hired on or after January 1, 2018 and who retire from the City, 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. Bargaining unit employees hired on or after January 1, 2018, are not eligible for the Retiree HRA described in Section 14.3.1.

**14.3 Dental**

The City shall continue to provide each eligible employee and his/her eligible dependents dental care benefits under a group insurance plan at no cost to the employee. Orthodontic care is included in the group policy, and covers up to 70% of the cost for adults and children (subject to a lifetime maximum of \$5,000 per person).

**14.4 Life Insurance and Accidental Death and Dismemberment Insurance**

The City shall continue to provide each bargaining unit employee with a group term life insurance policy in an amount equal to twice the employee's gross base annual salary, rounded to the nearest one thousand dollars (\$1,000) increment, at no cost to the employee. The City shall also continue providing each bargaining unit employee with an Accidental Death and Dismemberment insurance policy in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollars (\$1,000) increment, at no cost to the employee.

**14.5 Vision Plan**

The City shall continue to provide vision insurance and pay the entire premium cost for all coverage levels (i.e., employee only, employee +1 and employee +family).

**14.6 Employee Assistance Plan**

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

**14.7 Conversion of Salary to ICMA Deferred Compensation**

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

**14.8 Mandated Plans**

If, during the term of this MOU, any state or federal law takes effect that requires the City to provide a different level of benefits or to pay additional contributions to employees' health care programs or to pay taxes on the City's health benefits contributions, upon request of the City, the parties agree to reopen this Section 14.



## SECTION 15 - UNIFORM ALLOWANCE

In January of each year, the City shall supply the following uniform items to each member of the bargaining unit: Six (6) short sleeved t-shirts, two (2) long sleeved t-shirts, two (2) sweatpants, two (2) sweatshirts and two (2) sweat shorts.

In addition, employees shall receive \$54.50 per pay period (\$109 per month) for the purchase and maintenance of uniforms and items of personal equipment not supplied by the Department. (This payment includes the uniform allowance and the CalPERS contribution.)

The City agrees that station duty boots are an item of safety equipment to be provided as needed by the City at no cost to bargaining unit members.

## SECTION 16 - PROBATION

The probationary period for original appointments shall be for a period of eighteen (18) months. The probationary period for promotional appointments shall be for a period of six (6) months. If the probationary period is interrupted by an absence of thirty (30) calendar days or more, the probationary period may be extended by the length of such absence. Upon satisfactory completion of the probationary period, the employee shall be appointed as a regular employee of the City or as a regular employee in the promotional position.

A probationary employee shall read and discuss performance evaluations with the Company Officer before such evaluation becomes part of the employee's employment record.

Rejection: Original Appointment. During the initial probationary period an employee's employment may be terminated at any time by the Fire Chief with or without cause. An initial hire probationary employee who is terminated shall not have the right to appeal the termination. Notification of termination shall be in writing and shall be served upon the probationary employee at the time of termination.

Rejection: Promotional Appointment. Any employee who fails to successfully complete the probationary period following a promotional appointment shall be reinstated to the position that the employee held prior to the promotion, assuming there are no grounds for termination and the employee can perform the essential functions of the prior position.

## SECTION 17 - RESIGNATION AND REINSTATEMENT

### 17.1 Resignation

A bargaining unit employee wishing to leave the service in good standing shall file with the Fire Chief a notice of intent to leave the service. The written resignation shall state the effective date and reasons for leaving. The resignation shall be forwarded to the Administrator's Office, with a statement by the Fire Chief as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.

### 17.2 Reinstatement

A regular employee who has resigned in good standing may be reinstated at the sole discretion of the Fire Chief to a vacant position of the same class as the employee's previous position within a period of one (1) year from the effective date of the resignation. Reinstatement shall be made at the salary step recommended by the Fire Chief and approved by the Administrator, but not lower than the salary step held at the time the employee resigned from City employment.

The reinstated employee will serve a new probationary period and in all other ways (except for the salary provision set forth above) shall be considered a new employee.

## SECTION 18 - LAYOFF

### 18.1 Order of Layoff

In the event of a reduction of force, the employee with the least service shall be laid off first.

### 18.2 Order of Rehire

An employee who is laid off shall be placed on a rehire list for a period of one (1) year from the date of the employee's most recent layoff. When hiring to fill a vacant position in a bargaining unit classification, the rehire list shall take precedence over all other employment lists. The last employee laid off shall be the first employee rehired until the rehire list is exhausted. Any employee reemployed from the rehire list shall be returned to their pay step and retain all unused sick leave accrual. All rehired employees will resume accruing vacation based on their months of service at the time of their lay off.

### 18.3 Failure to Accept Reemployment

Laid off employees are not eligible for rehire after one (1) year on a rehire list. Laid off employees who decline an offer of rehire or fail to report for assignment after being properly notified of their reemployment shall waive all rights to reemployment with the City.

### 18.4 Length of Service

The Department shall keep an up-to-date length of service list of all employees covered by this MOU and post the length of service list in a conspicuous place. This provision is for the convenience of the parties. Any disputes concerning the accuracy of the posted length of service list may be processed through the grievance procedure.

## SECTION 19 - DISCIPLINE OR DISCHARGE

### 19.1 Right of Discipline or Discharge

The City shall have the right to discharge or otherwise discipline any non-probationary employee for just cause as provided in Rule 8 of the City's Personnel Rules. Probationary employees serve at the pleasure of the City, and the City shall not be required to demonstrate just cause to terminate probationary employees. The City shall comply with the Firefighters Procedural Bill of Rights Act, Government Code section 3250 *et seq.* with respect to all disciplinary matters.

### 19.2 Appeals

The City shall comply with all pre-disciplinary requirements imposed by state and federal law and Rule 8 of the City's Personnel Rules. Non-probationary employees shall have the right to appeal the imposition of disciplinary action in accordance with Rule 8 of the City's Personnel Rules and/or Government Code section 3254.5.

## SECTION 20 - PERSONNEL FILES

Bargaining unit employees and/or their designated representative, on presentation of a written request from the employee or the employee's representative, shall have the right to inspect and receive copies of the entire contents of the employee's personnel files. Access to the employee's personnel files shall be granted within three (3) business days following submission of the written request to the City's Human Resources Department.

## SECTION 21 - GRIEVANCE PROCEDURE

### 21.1 General Procedure

The formal grievance procedure is intended to supplement other informal and low level methods of responding to and settling problems and complaints. If informal and low level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low level methods.

A “grievance” is defined as a dispute involving the interpretation or application of this MOU, Fire Department Rules and Regulations or the City’s Personnel Rules (excluding discipline and discharge of bargaining unit employees) which adversely affects the grievant. Appeals from discipline and discharge are not grievances and shall be processed in accordance with the City’s Personnel Rules and the Firefighters Procedural Bill of Rights Act, Government Code section 3250 *et seq.*

Individual bargaining unit employees and/or the Union may file grievances. The Union may file a grievance on behalf of itself, a single bargaining unit employee or multiple similarly situated bargaining unit employees (group grievance).

A Union representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings with the City or City representatives.

The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to the grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure.

The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

### 21.2 Contents of Formal Grievance

Formal grievances shall be presented in writing and shall contain the following minimum information:

1. A clear and concise statement of the facts and circumstances giving rise to the grievance.
2. The specific provisions of this MOU, Fire Department Rules and Regulations, City Personnel Rules or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
3. An explanation of how the employee has been adversely affected.
4. A statement of the remedy requested.

### **21.3 Information**

The Union is entitled to request and receive copies of any non-confidential and non-privileged documents and other relevant information within the City's possession or control pertaining to the grievance.

### **21.4 Steps of the Formal Grievance Procedure**

#### **Step 1. Fire Chief**

A formal written grievance shall be presented to the Fire Chief within thirty (30) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Fire Chief shall investigate the grievance and meet with the grievant and Union representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Fire Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.

#### **Step 2. City Administrator**

If the grievant and/or the Union are not satisfied with the Fire Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the City Administrator within fifteen (15) calendar days following receipt of the Step 1 written response. The City Administrator or designee other than the Fire Chief shall investigate the grievance and meet with the grievant and Association representatives within fifteen (15) calendar days following receipt of the written request to advance the grievance to Step 2. The City Administrator shall respond in writing to the grievance within five (5) calendar days following the Step 2 meeting. The City Administrator's decision shall be final.



## SECTION 22 - SAFETY

Bargaining unit employees agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Bargaining unit employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any bargaining unit employee having knowledge of or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

The Union may appoint two (2) bargaining unit employees to the Fire Department Safety Committee.

**SECTION 23 - GENERAL PROVISIONS**

**23.1 Departmental Rules and Regulations**

The Union agrees that its members shall comply with all Fire Department Rules and Regulations. The Union agrees, if requested during the term of this MOU, to meet with the Fire Chief for the purpose of reviewing and updating the Fire Department Rules and Regulations.

**23.2 Maintenance of Qualifications**

All employees must continue to meet the basic requirements for their position during the term of their employment, including, for example, maintaining in good standing the required licenses and certificates described below:

Fire Engineer (Prerequisite to initial hire or promotion):

- Firefighter I certificate, and
- EMT Basic certificate or State of California Paramedic License and Alameda County Paramedic Accreditation.

Fire Engineer, promoted to Fire Engineer or hired as a Fire Engineer must earn the following certificates within one (1) year of promotion or hire:

- Fire Apparatus Driver/Operator – Pumping Apparatus Certificate,\*
- Fire Apparatus Driver/Operator – Wildland Fire Apparatus Certificate,\* and
- Fire Apparatus Driver/Operator – Aerial Apparatus Certificate.

\* Completion of Driver/Operator 1A and Driver/Operator 1B courses prior to December 1, 2015 are deemed to have met these requirements.

Firefighter Paramedic

- Firefighter I certificate,
- Advanced Cardiac Life Support (ACLS) certificate,
- Pre-Hospital Trauma Life Support (PHTLS) certificate or Basic Trauma Life Support (BTLS) certificate, and
- Pediatric Advanced Life Support (PALS) certificate or Pediatric Emergency Procedures (PEP) certificate.

OR

Current State of California Paramedic License and Alameda County Paramedic Accreditation
--

Firefighter – EMT

- EMT-Basic certificate.

**23.3 Defense and Indemnity**

The City shall defend and indemnify bargaining unit employees from liability for their actions or inactions within the course and scope of their duties.

**23.4 Shift Trades**

Bargaining unit employees may trade shifts in conformity with the Fire Department Rules and Regulations.

**23.5 State-Mandated Fire Apparatus Operator Endorsement**

All bargaining unit employees hired after October 1, 2000 are required, as a condition of employment, to satisfy all state-mandated licensing requirements to drive fire apparatus (fire apparatus endorsement), by the end of their probationary period.

**23.6 Apparatus Operator (Heavy/Special Equipment Operator – 2 CCR 571(a)(4))**

Each shift, the assigned on duty (non-promoted) Apparatus Driver shall be compensated at a rate of three percent (3%) above their base rate.

## SECTION 24 - EDUCATION ALLOWANCE

The City shall reimburse bargaining unit employees for educational expenses not to exceed One Thousand Two Hundred Dollars (\$1,200) per fiscal year for the completion of off-duty courses relating directly to the employee's work assignment or for completion of courses required for the attainment of a degree or certificate program in a field relating to the employee's work assignment.

Bargaining unit employees must submit an application to the Fire Chief containing all information needed to evaluate the request. The Fire Chief must approve the employee's application prior to attending the course in order to receive reimbursement. Upon completion of the course, the employee must provide the Fire Chief with a copy of the grade sheet or certificate indicating a passing grade, along with appropriate receipts for tuition and books in order to receive reimbursement. Employees who receive reimbursement from the City for books and materials are required to relinquish the books and materials to the Fire Department for future use and reference by other City employees.

## SECTION 25 - CERTIFICATION AND TRAINING

Bargaining unit employees who possess a Fire Officer Certificate shall receive an additional five percent (5%) of their base pay per month. The additional compensation for a Fire Officer Certificate is intended to encourage bargaining unit employees to improve their knowledge of fire-related subjects and sciences. Employees shall receive the additional five percent (5%) commencing on the first of the month following submission of written proof to the Fire Chief that the employee has obtained the appropriate certificate. The Fire Officer Certificate shall be issued by the California Fire Service Training and Education System.

Bargaining unit employees who possess a CPR Instructor's Certification and have actively participated during the year as a lead instructor in the CPR instruction program provided by the Department and approved by the Fire Chief, shall receive an annual payment equal to four percent (4%) of their base pay.

## **SECTION 26 - PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council, or by the Fire Department Rules and Regulations as they may be amended, is not guaranteed by the Memorandum of Understanding.

This MOU shall supersede all prior or existing memoranda of understanding covering the Unit. All rights, privileges, and terms and conditions of employment in full force and effect through the duration of the previous MOU, and not in conflict herewith, shall become a part of this agreement and remain in effect until mutually modified by the parties hereto.

## SECTION 27 - LIMITED DUTY WORK

- 27.1** Injured employees who are temporarily disabled due to a work related injury or illness are required to submit a medical report to the Fire Department, following initial treatment, indicating what, if any, limited duty the employee can perform. Periodic medical reports that may be required by the Department shall also address what, if any, limited duty the employee can perform.
- 27.2** Employees on extended sick leave are likewise required to provide these periodic reports which should also contain limited duty information.
- 27.3** For employees whose limited duty arrangement calls for less than the regular number of hours worked per payroll period, the hours actually worked will be shown as regular time on the time card and the remaining hours (the difference between hours actually worked and hours normally scheduled) will be charged to the appropriate leave. For employees expected to be on a less-than-normal schedule for more than thirty (30) days, the Fire Department will initiate a personnel action form adjusting accrual rates of such work schedule-related benefits as vacation and sick leave. When the individual returns to his or her regular work schedule the Fire Department will initiate another personnel action form to return accrual rates to normal; however, there will be no adjustment of balances as a result of an accrual rate change.
- 27.4** The duty limitations specified by the treating physician must be strictly adhered to when making work assignments. As appropriate, suggested assignments include performing fire inspections and routine maintenance, compiling data and statistics, organizing training programs and evolutions, and the like.
- 27.5** Limited-duty assignments should be such that there is minimum risk of further injury or aggravation of the existing injury.

## **SECTION 28 – RESIDENCY REQUIREMENTS**

Bargaining unit employees shall reside within the defined geographical area agreed to by the parties. A map showing the geographical area is retained by City Human Resources and the Union.



## SECTION 29 - SAVINGS CLAUSE

If any provision of this MOU becomes invalid by operation of law or order of a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remaining provisions of this MOU shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for the invalid provision.

### **SECTION 30 – TERM OF AGREEMENT**

- 30.1** Except as otherwise provided in specific sections, following approval by the City Council, this MOU shall be in full force and effect from ~~the date approved by the City Council~~ July 1, 2021 through June 30, 2025. ~~2021~~.
- 30.2** Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than May 1, ~~2021~~. 2025.

**APPENDIX A - WAGE TABLE**

<b>Effective 7/1/2020</b>		Step 1	Step 2	Step 3
<b>Firefighter</b>		<b>\$8,233</b>	<b>\$8,834</b>	<b>\$9,455</b>
Fire Officer	5%	\$8,644	\$9,276	\$9,928
Paramedic	12%	\$9,221	\$9,894	\$10,590
Fire Officer/Paramedic		\$9,632	\$10,336	\$11,063
<b>Fire Engineer</b>		<b>\$8,644</b>	<b>\$9,276</b>	<b>\$9,928</b>
<del>Fire Officer</del>	<del>5%</del>	<del>\$9,077</del>	<del>\$9,740</del>	<del>\$10,425</del>
Paramedic	12%	\$9,682	\$10,389	\$11,120
Fire Officer/Paramedic		\$10,114	\$10,853	\$11,616
<b>Fire Lieutenant</b>				<b>\$10,813</b>
Fire Officer	5%			\$11,354
Paramedic	12%			\$12,111
Fire Officer/Paramedic	5%, 12%			\$12,651

## APPENDIX B - City of Piedmont Personnel Rules 12(U)

### U. CATASTROPHIC LEAVE

1. An employee's eligibility for catastrophic leave requires recommendation by the department head and approval by the City Administrator.
2. City employees who have completed their initial probationary periods are eligible to receive donations of paid leave that are included in the recipient employee's sick leave balance. Leave donations are only available to employees who suffer a catastrophic illness or injury. For purposes of this section, "catastrophic illness or injury" is defined as a serious medical condition that is terminal, a major physical impairment, or a family medical emergency. For purposes of this section, "family medical emergency" is defined as a catastrophic illness or injury of 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 the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild, or sibling residing in the employee's household.
3. The availability of catastrophic leave is subject to all of the following conditions:
  - a. The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.
  - b. The recipient employee is not eligible so long as the employee has accrued paid leave time available; however, a request for catastrophic leave request may be initiated prior to the anticipated date that the employee will exhaust all leave balances.
  - c. The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
  - d. Employees may donation accrued leave to another employee approved for catastrophic leave in whole hour increments. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of accrued vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made and received from any individual employed by the City of Piedmont. Donations of accrued leave are irrevocable.
  - e. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.

f. Time donated in any pay period may be used in the following pay periods. Retroactive leave donations are not permitted.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2021

CITY OF PIEDMONT

PIEDMONT FIREFIGHTERS  
LOCAL 2683, IAFF

By \_\_\_\_\_  
~~Robert McBain~~ Teddy Gray King, Mayor  
President

By \_\_\_\_\_  
Brian Gidney,

By \_\_\_\_\_  
Sara Lillevand, City Administrator

By \_\_\_\_\_  
Rob Kingston, Secretary/Treasurer

Attest \_\_\_\_\_  
John O. Tulloch,  
Asst. City Administrator & City Clerk

## APPENDIX A - WAGE TABLE

<b>Effective 7/1/2021</b>		Step 1	Step 2	Step 3
<b>Firefighter</b>		<b>\$8,480</b>	<b>\$9,099</b>	<b>\$9,739</b>
Fire Officer	5%	\$8,904	\$9,554	\$10,226
Paramedic	12%	\$9,498	\$10,191	\$10,908
Fire Officer/Paramedic		\$9,922	\$10,646	\$11,395
<b>Fire Engineer</b>		<b>\$8,903</b>	<b>\$9,554</b>	<b>\$10,226</b>
Fire Officer	5%	\$9,348	\$10,032	\$10,737
Paramedic	12%	\$9,971	\$10,700	\$11,453
Fire Officer/Paramedic		\$10,417	\$11,178	\$11,964
<b>Fire Lieutenant</b>				<b>\$11,137</b>
Fire Officer	5%			\$11,694
Paramedic	12%			\$12,473
Fire Officer/Paramedic	5%, 12%			\$13,030

<b>Effective 7/1/2022</b>		Step 1	Step 2	Step 3
<b>Firefighter</b>		<b>\$8,734</b>	<b>\$9,372</b>	<b>\$10,031</b>
Fire Officer	5%	\$9,171	\$9,841	\$10,533
Paramedic	12%	\$9,782	\$10,497	\$11,235
Fire Officer/Paramedic		\$10,219	\$10,965	\$11,736
<b>Fire Engineer</b>		<b>\$9,170</b>	<b>\$9,841</b>	<b>\$10,533</b>
Fire Officer	5%	\$9,629	\$10,333	\$11,060
Paramedic	12%	\$10,270	\$11,022	\$11,797
Fire Officer/Paramedic		\$10,729	\$11,514	\$12,324
<b>Fire Lieutenant</b>				<b>\$11,471</b>
Fire Officer	5%			\$12,045
Paramedic	12%			\$12,848
Fire Officer/Paramedic	5%, 12%			\$13,421

<b>Effective 7/1/2023</b>		Step 1	Step 2	Step 3
<b>Firefighter</b>		<b>\$9,018</b>	<b>\$9,677</b>	<b>\$10,357</b>
Fire Officer	5%	\$9,469	\$10,161	\$10,875
Paramedic	12%	\$10,100	\$10,838	\$11,600
Fire Officer/Paramedic		\$10,551	\$11,322	\$12,118
<b>Fire Engineer</b>		<b>\$9,468</b>	<b>\$10,161</b>	<b>\$10,875</b>
Fire Officer	5%	\$9,941	\$10,669	\$11,419
Paramedic	12%	\$10,604	\$11,380	\$12,180
Fire Officer/Paramedic		\$11,078	\$11,888	\$12,724
<b>Fire Lieutenant</b>				<b>\$11,843</b>
Fire Officer	5%			\$12,435
Paramedic	12%			\$13,264
Fire Officer/Paramedic	5%, 12%			\$13,856

<b>Effective 7/1/2024</b>		Step 1	Step 2	Step 3
<b>Firefighter</b>		<b>\$9,311</b>	<b>\$9,992</b>	<b>\$10,694</b>
Fire Officer	5%	\$9,777	\$10,492	\$11,229
Paramedic	12%	\$10,428	\$11,191	\$11,977
Fire Officer/Paramedic		\$10,894	\$11,691	\$12,512
<b>Fire Engineer</b>		<b>\$9,776</b>	<b>\$10,491</b>	<b>\$11,228</b>
Fire Officer	5%	\$10,265	\$11,016	\$11,789
Paramedic	12%	\$10,949	\$11,750	\$12,575
Fire Officer/Paramedic		\$11,438	\$12,274	\$13,137
<b>Fire Lieutenant</b>				<b>\$12,228</b>
Fire Officer	5%			\$12,839
Paramedic	12%			\$13,695
Fire Officer/Paramedic	5%, 12%			\$14,307

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF PIEDMONT**  
**AND THE**  
**PIEDMONT POLICE OFFICERS ASSOCIATION**

July 1, ~~2020~~ 2021 – June 30, 2025~~4~~

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PIEDMONT  
AND THE  
PIEDMONT POLICE OFFICERS ASSOCIATION**

This Memorandum of Understanding is entered into by the City of Piedmont, a political subdivision hereinafter named “City” and Piedmont Police Officers Association hereinafter named “Association” concerning conditions of employment to be in effect during the period of July 1, 202~~10~~ through June 30, 202~~51~~ or those employees assigned to the Police Officers Unit.

**SECTION 1 - RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative for all full-time sworn employees in the Police Officers Unit in classifications set forth in this memorandum.

The City agrees to abide by the provisions of the Public Safety Officers Procedural Bill of Rights, Government Code sections 3300-3312, as amended, and by this reference said law is incorporated herein. In the event that this said law is amended, such amendments shall be incorporated herein. In the event that said law is repealed, this paragraph shall be of no force and effect.

The Association and the City recognize their obligations to cooperate with each other to assure maximum service of the highest quality and efficiency to citizens of the City of Piedmont.

**SECTION 2 - NO DISCRIMINATION**

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, sexual orientation or Association activities against anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age.

**SECTION -3 - ASSOCIATION RIGHTS AND SECURITY**

**3.1 Association Leave**

The Association, upon the approval of the Chief of Police and based on Department staffing needs, may be allowed up to nine (9) working days of a paid leave of absence each calendar year for its elected officers to attend seminars, conferences, classes, or conventions away from the job site. The Chief may, at his or her discretion, approve additional Association requests. Time spent on such Association business will be recorded as regular work hours. The Operations Commander shall keep a log of the number of working days used throughout the year.

### 3.2 Payroll Deduction of Association Dues

Employees may voluntarily join the Association and authorize individual payroll deductions for dues, initiation fees, and general assessments, as well as any other membership benefit program sponsored by the Association (hereinafter collectively "dues deductions"). The Association shall be responsible for maintaining records of bargaining unit employees who provide written consent to join the Association and authorize dues deductions. The Association shall certify to the City the identity of such members and the amount of the dues deductions to be withheld from their paychecks.

The City shall deduct from the paychecks of each employee who voluntarily authorizes dues deductions as certified by the Association, or pursuant to an authorization form tendered to the City by the Association or the employee, the total amount of dues certified by the Association per month. The City shall promptly remit the total amount deducted, together with a list identifying each employee from whom a deduction was made, to the Secretary-Treasurer of the Association as the person authorized to receive such funds. The Association shall specify the address to which the City shall forward the dues deductions.

The employee's earnings must be sufficient, after all other required donations are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholdings, no deduction shall be made. In this connection, all required deductions have priority over the Association deduction.

If an employee desires to revoke, cancel or change their prior dues deduction authorization, the City shall direct the employee to the Association. Any such dues deduction revocation, cancellation and/or change shall be effective only when submitted by the Association to the City in writing and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

The City will implement any change to a bargaining unit employee's payroll deductions during the first full pay period following the City receiving written notification of such change by the Association.

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, proceedings or court orders, or any other liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this dues deduction agreement.

### 3.3 Employee Information

The City shall provide the Association President and Association Secretary-Treasurer with a digital file via email containing the name, job title, department, work location, work, home, and personal cellular telephone number, personal email addresses on file with the employer, and home address of any newly hired employee within thirty (30) days of the date of hire or by the first pay period of the month following hire. The City shall also provide the Association representatives with a list of that the same information for all existing employees at least every 120 days.

## SECTION 4 - PROBATIONARY PERIOD

All appointments to positions shall be tentative and subject to a probationary period. The probationary period for original appointments to sworn positions shall be for a period of eighteen (18) months and the period for promotional appointments shall be twelve (12) months. If the probationary period is interrupted by an absence of 30 calendar days or more, the probationary period may be extended by the length of such absence. Individual probationary periods may be extended with good cause upon recommendation of the Police Chief.

## SECTION 5 - SALARIES

### 5.1 Minimum Salary

During the term of this MOU, the rates of pay shown in Appendix A reflect the following increases:

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

~~There will be a three percent (3%) salary increase effective July 1, 2020. The monthly rates of pay in effect for the duration of this MOU are shown in Appendix A, Wage Table.~~

### 5.2 Salary at Time of Employment

Every new employee shall be paid the first step on the employment scale, except at the recommendation of the Chief of Police, the City Administrator may authorize employment at a higher step.

### **5.3 Eligibility for Advancement in Pay**

Employees shall be advanced from Step 1 through Step 3 in accordance with the time-in-step requirements outlined above. The above time-in-step requirements shall apply before an employee gains eligibility for advancement in pay.

When an employee demonstrates outstanding capacity in performing his/her duties, advancement may be made prior to completion of the above time-in-step requirements. Advancement in pay when approved shall be effective at the beginning of the first pay period immediately following completion of the time-in-step requirements 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.

### **5.4 Attaining Advancement**

An employee, in order to be advanced in steps, must meet standards in the overall evaluation. 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.

### **5.5 Use of Performance Ratings in Determining Whether Step Advancement is Merited**

Performance ratings shall guide supervisors and Department Heads in determining whether step advancements have 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.

### **5.6 Withholding Step Advancement**

The Chief of Police has the authority and responsibility to recommend to the City Administrator that step advancements be withheld if they are not merited. The Chief of Police shall keep their employees informed about their job performance, giving good work its proper recognition and deficient work all possible guidance and assistance toward improvement.

## **SECTION -6 - RETIREMENT BENEFITS**

### **6.1 Retirement Plans**

#### **6.1.1 Employees Hired Before December 5, 2012 (Tier 1)**

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

The Union and the City agree that if the City's total employer contribution rate for Tier 1 employees is more than 18.921%, the amount above 18.921% 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 Memorandum of Understanding.

For Tier 1 employees, the total employee contribution maximum cap shall not exceed 21.9466% ("Maximum Cap"). This 21.9466% Maximum Cap includes: (a) The existing 9% employee contribution; (b) The existing 0.6085% additional employee contribution; and (c) Any additional cost sharing of the employer contribution that may result from application of the Employer Contribution Rate Formula. . The Maximum Cap of 21.9466% shall continue upon the expiration of this Memorandum of Understanding, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount.

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

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

The Union and the City agree that if the City's total employer contribution rate for Tier 2 employees is more than 18.921%, the amount above 18.921% 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 Memorandum of Understanding.

For Tier 2 employees, the total employee contribution maximum cap shall not exceed 12% ("Maximum Cap"). This 12% Maximum Cap includes: (a) The existing 9% 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 12% shall continue upon the expiration of this Memorandum of Understanding, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount.

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

Bargaining unit employees hired on or after January 1, 2013 without pension reciprocity (i.e., "new" members) will be provided the CalPERS 2.7% @ 57 local safety plan with the 36-month final compensation period. Such employees

shall pay 50% of the normal cost for the 2.7% @ 57 local safety plan as established by CalPERS.

#### 6.1.4 All Employees

~~The Union and the City previously agreed that if the City's total employer contribution rate for any of the three tiers of pension benefits is more than 18.921%, the amount above 18.921% will be shared equally between the City (50%) and the employees (50%) who are receiving the particular pension benefit (tier level).~~

~~Commencing July 1, 2020, and continuing through June 30, 2021, the combined employee contribution for bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan (Tier 1) shall be reduced to and not exceed 21.9466%. This 21.9466% limit includes the existing 9% employee contribution, the existing 0.6085% additional employee contribution, and any additional cost sharing of the employer contribution that may result from application of the 50/50 cost share formula.~~

~~Should the parties fail to reach a different agreement regarding employee cost sharing of employer contributions prior to July 1, 2021 for employees receiving the CalPERS 3% @ 50 local safety plan (Tier 1), the combined maximum employee contribution for bargaining unit employees receiving the CalPERS 3% @ 50 local safety plan (Tier 1) shall be capped at 25% effective July 1, 2021.~~

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

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

### SECTION -7 - SPECIAL PRACTICES

#### 7.1 Canine Assignment

The Chief of Police may assign officers to canine duty. Officers so assigned shall not obtain any tenure or other property interest in the assignment. Once so assigned the City shall pay a five percent (5%) pay differential above the Officer's top salary step inclusive of P.O.S.T. incentives as compensation for the time spent outside of regular shift hours spent caring for the assigned animal. This pay differential shall be paid each pay period for the time the Officer is assigned to canine duty. When the Officer is reassigned, upon request or by management from canine duty, the five percent (5%) pay differential shall cease.

The assignment to canine duty shall generally conform to the provisions of the agreement of June 18, 1984, which is referenced here for informational purposes only and is not made a part of this agreement.

The City retains the sole right to administer the canine program, which may include its termination. The City may also renegotiate the terms of this section upon notification to the Association.

## **7.2 Field Training Officer**

Employees assigned at the sole discretion of the Chief of Police as Field Training Officers to train full-time officers, and reserve officers, shall receive additional compensation in the amount of five percent (5%) of the monthly salary for that time when the officer is assigned the duties of Field Training Officer.

## **7.3 Acting Pay**

Police Officers assigned to duties of Watch Commander can elect cash or comp time for hours worked in that position based on the following scale:

0-4 hours	1 hour cash or comp time
Over 4 hours-8 hours	2 hours cash or comp time
Over 8 hours-12 hours	3 hours cash or comp time

## **7.4 Range Pay**

Off duty employees required to qualify on the shooting range shall receive a minimum of three (3) hours pay at the rate of one and one-half times (1-1/2x) the hourly rate of pay for such time on the range when required by the Department.

## **7.5 Detective or Juvenile Officer Pay**

Officers shall receive additional compensation in the amount of five percent (5%) of the monthly salary for the time when the officer is assigned the duties of Detective or Juvenile Officer.

## **7.6 Traffic Officer Pay**

Officers shall receive additional compensation in the amount of five percent (5%) of the monthly salary for the time when the officer is assigned the duties of Department Traffic Officer.

## **7.7 Shift Differential**

Sworn Personnel assigned to the night shift, defined as 6:30 p.m.-6:30 a.m., shall receive additional compensation in the amount of four percent (4%) of their base rate of pay (salary + education pay) as shift differential pay for all hours worked between 6:30 p.m. and 6:30 a.m. For purposes of this section, the term “assigned” means a regular ongoing shift assignment, either as a result of seniority draw provisions or a directed assignment for management reasons.

Sworn Personnel working a night shift, in part or in whole, on either a voluntary or mandatory overtime basis shall not receive shift differential pay. Also, Sworn Personnel do not receive shift differential pay for temporary assignments (less than one work period) to the night shift.

If the City temporarily moves a night shift employee to another shift for business reasons (i.e., court, training day, etc.), the employee will continue to receive their shift differential. If, however, the City moves a night shift employee to another shift due to management rights for an extended period exceeding one month, then the employee will also be compensated for up to one month at the graveyard pay rate. If the employee is off from work for more than one work period, for their own benefit (sick leave, vacation leave, Comp Time Off, etc.), the employee will not receive shift differential for those days off.

## 7.8 Length of Service Award

### Award Description

After completion of 10 years of service with the City, a bargaining unit member will receive 40 hours of vacation and \$500. After completion of 20 years of service with the City, a bargaining unit member will receive 40 hours of vacation and \$500. A bargaining unit member must use an award of 40 additional hours of vacation or sellback within 12 months. Vacation hours awarded under this Section 7.8 are eligible for sellback under Section 10.7.

### Award Implementation

~~Effective immediately upon City Council approval of this MOU, all eligible current bargaining members will receive the following:~~

- ~~• Bargaining unit members who have completed 10 through 19 years of service will receive \$500 and 40 hours of vacation, and~~
- ~~• Bargaining unit members who have completed 20 or more years of service will receive \$1,000 and 80 hours of vacation.~~

## SECTION -8 - HOURS OF WORK

### 8.1 Normal Work Period

The normal work period for employees assigned to patrol and occupying full-time positions shall consist of eighty (80) hours to be worked within a fourteen (14) day work period beginning at 0630 hours on Monday and ending at 0629 hours on the second following Monday. Employees assigned to the Detective Division may be allowed, as determined by and at the discretion of the Police Chief, to work an alternate schedule, after meeting with the affected Detectives and an Association representative.

### 8.2 Normal Workday

The normal workday for shift personnel shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day period, unless altered, changed and/or amended by the Police Chief because of employee's performance, operational convenience and/or efficiency. Shift personnel shall receive thirty (30) minutes for lunch and one fifteen (15) minute break in the first part of the shift, and one fifteen (15) minute



break in the second part of the shift. Time so taken will be on-duty time and shall be included in the twelve (12) hour working shift, and shall be taken at approximately the middle of the shift and shall not be taken during the first or last hour of the shift as specified by supervision.

### **8.3 Overtime**

Employees assigned to work more than the number of hours per day or per work period as specified in Section 8.1 and 8.2 above shall be paid overtime at the rate of one and one-half (1-1/2x) their hourly rate for each one quarter (1/4) of an hour or portion thereof for such time worked in excess of the normal day or week.

### **8.4 Off Duty Court Appearance Pay**

Off duty court appearance pay shall be paid to regular employees who are subpoenaed to give testimony while off duty about events arising out of their employment with this agency. Such pay shall be paid at one and one-half times (1-1/2x) the hourly rate of pay. A minimum of four (4) hours shall be paid if required to report on a regularly scheduled workday, and a minimum of five (5) hours shall be paid if required to report on a scheduled day off. If the court time exceeds the minimum, overtime shall begin being earned at the rate of each one-quarter (1/4) of an hour or each portion thereof.

If a regular employee is served with an official subpoena relating to duties associated with their prior law enforcement agency, that employee shall be allowed duty time to comply with the court subpoena if on duty at the time, compensated at the regular rate of pay for time actually spent in court. The originating agency may be billed by the City of Piedmont for reimbursement of the employee's base salary for time actually spent in court. If the officer is off duty at the time of the court appearance, the city will pay straight time for all time spent in court, but bill the prior law enforcement agency for time and one half. If the city is paid the entire amount billed, the officer will receive the additional half time in their next paycheck.

### **8.5 Compensatory Time Off**

Employees working overtime and employees eligible for holiday pay in accordance with Section 9 of this Agreement may elect, with the permission of the Police Chief, to receive compensatory time off in lieu of overtime or holiday 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 one hundred & sixty (160) hours. Employees desiring to utilize or cash out compensatory time off may do so with the permission of the Police Chief.

### **8.6 Shift Trades**

Requests for change of shifts shall be submitted for approval at least five (5) working days in advance of the anticipated shift trade. Approval of shift trades shall be at the sole discretion of the Police Chief or his/her designated representative. For training purposes shift reassignments may be made to accommodate class attendance on days off.

## 8.7 Shift Schedules: Seniority Sign-ups

A seniority sign-up system shall be in place. The seniority sign-up system shall be by date of hire or promotion (to sergeant). The program will include officers and sergeants assigned to patrol. Sergeants and officers ~~have different schedules and~~ shall sign-up separately. Seniority schedule sign-up shall follow the below listed procedures and compliance will be monitored by P.O.A. officers.

- 1) Sign-up is by seniority. Seniority shall be determined by date of hire or promotion. Date of hire or promotion shall be used to resolve any conflicts between employees.
- 2) Employees must have a minimum of eight hours off between shifts. If a situation arises and this becomes an issue, the Operations Captain should be notified.
- 3) Officers are not authorized to work more than a twelve hour shift to accommodate a shift trade.
- 4) Employees shall not elect to sign-up for shifts which would require working more than 16 straight hours during a watch change. The only exception is if the employee takes approved vacation or compensatory time off during one of the eight-hour periods, and there will not be a resulting personnel shortage. Approval requires a completed leave request form approved by the affected watch commander. However, if an employee is forced, due to low seniority and lack of available shift choices, to sign up for a watch which requires working more than 16 straight hours, the eight (8) hour off duty requirement will be accomplished by granting administrative leave at no personal time loss to the employee.
- 5) An employee may not voluntarily sign up for an overtime assignment that does not allow them at least eight (8) hours of off-duty time between a sixteen (16) hour shift and their assigned shift. If the sixteen (16) hour shift is as a result of a Departmental mandatory overtime assignment, including court and/or training, the eight (8) hour off-duty requirement may be accomplished by granting administrative leave at no personal time loss to the employee.
- 6) There shall not be more than one canine or traffic officer assigned to each shift. Selection of available assigned shifts shall be made by seniority.
- 7) Officers assigned to Juvenile and Investigations are excluded from the seniority sign-up program. Their schedules shall be flexible and determined by their division commanders.
- 8) Management retains the right to change, and/or amend employee's schedules and/or assignments at any time for such reasons including, but not limited to, vacancies due to retirements, resignations, terminations, illness and/or injuries. Absent unforeseen issues, management shall generally give employees 14 calendar day's notice of schedule changes due to planned or known events. Management also retains the right to change an employee's schedule because of employee performance or operational convenience and/or efficiency.

## 8.8 Call-In Pay

### 8.8.1 Physical Call-In Pay

- Employees who are called to work and required to physically return to duty on his/her day off or at a time other than their regular shift shall receive at least four (4) hours pay. All time not worked during the four (4) hour period shall be paid at straight time. All time worked under this section at a time other than the employee's regular shift shall be paid at the applicable overtime rate. The employee may work more than four (4) hours of call-back time; provided, however, that if the employee works more than four (4) hours during call-back time, he/she shall receive only the applicable overtime pay, and he/she shall not receive an additional four (4) hours of physical call-back time pay.

### 8.8.2 Virtual Call-In Pay

- Employees who are required to attend a virtual meeting on his/her day off or at a time other than their regular shift shall receive at least two (2) hours pay. All time not worked during the two (2) hour period shall be paid at straight time. All time worked under this section at a time other than the employee's regular shift shall be paid at the applicable overtime rate. The employee may work more than two (2) hours of virtual call-back time; provided, however, that if the employee works more than two (2) hours during virtual call-back time, he/she shall receive only the applicable overtime pay, and he/she shall not receive an additional two (2) hours of virtual call-back time pay.

## 8.9 Daylight Savings Time

Piedmont Police Officers that work a normal graveyard shift during the beginning and ending of daylight savings time shall be paid as follows:

- When daylight savings time begins, and if staffing permits, and if an officer chooses not to work the last hour of the shift, the officer may choose to use either one-hour of vacation or compensatory time to make up for the one-hour shortage. Employees that were working on the graveyard shift will submit a request for leave form, indicating their choice to use either vacation or compensatory time, to their supervisor for payroll purposes.
- It is understood that when daylight savings time ends, the officers working the graveyard shift will receive one hour paid at time-and-one-half to compensate for the additional hour. Employees that were working on this shift will submit ~~an overtime request form~~ on their timesheet to their supervisor for payroll purposes.

## SECTION 9 - HOLIDAYS

### 9.1 Holidays Observed

The following shall be observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Friday after Thanksgiving	
December 24	Christmas Eve Day
December 25	Christmas Day
Employee's Birthday	May be celebrated on another day upon prior approval of the Chief.
Floating Holiday	To be mutually agreed to in advance by Police Chief and employee.

### 9.2 Holidays to be Observed on Workdays

In the event that any holiday listed above shall fall on a Saturday, for those officers working in Administration, such holiday shall be observed on the preceding Friday. In the event that any holiday listed above shall fall on a Sunday, for those officers working in Administration, such holiday shall be observed on the following Monday. Officers working patrol shall observe any holiday above on the stated day.

In the event that any holiday listed above shall fall on a scheduled work day, for those officers working in Administration, those officers shall have the option of working the number of hours above the eight (8) holiday pay in order to account for a full work day, or shall have the option of using time from a leave bank in order to account for a full work day. Any hours worked in order to account for a full work day on the holiday will be paid at that officer's straight time hourly rate. For instance, if an officer is scheduled to work a ten (10) hour shift on a holiday, that officer will have the option of working two (2) hours, or using two (2) hours from a leave bank.

### 9.3 Holiday Pay

Each employee eligible for the above holidays shall be paid eight (8) hours at the employee's straight-time hourly rate for each such holiday whether that employee is scheduled to work or not work on such holiday. Effective January 1, 2000 the floating holiday and employee's birthday will not be carried over.

#### **9.4 Pay for Work on Holiday**

If an employee is scheduled to work on such holiday, the employee shall, in addition to the above holiday pay receive one and one-half (1-1/2x) the straight time hourly rate for all hours worked on such holiday. A holiday is defined as beginning at midnight or 0000 hours, and ending at 11:59 p.m., or 2359 hours on the actual day of the holiday.

#### **9.5 Compensatory Time for Holiday Pay**

Employees may elect to receive pay for holidays as provided in Section 9.3 above or pay for work on a holiday as provided in Section 9.4 above or the employee may elect to receive compensatory time off in lieu of receiving such pay. Compensatory time off, whether earned for working overtime as provided in Section 8.5, or earned as holiday time as provided for in Section 9, may be accumulated to a maximum of one hundred & sixty (160) hours.

### **SECTION 10 - VACATION LEAVE**

#### **10.1 Vacation Accrual Rates**

Employees shall be eligible for vacation leave as follows:

0 through 4 years	88 hours
5 through 8 years	120 hours
9 through 11 years	136 hours
12 through 14 years	152 hours
15 through 18 years	176 hours
19+ years	200 hours

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

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

#### **10.2 Date When Vacation Credit Starts**

Vacation credit shall begin as of the date of employment. In the event the date of employment is not the first (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.

#### **10.3 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. If an employee works a 12-hour day during his/her 80 hour work period, and is paid holiday

pay, the employee will submit a request for four (4) hours of vacation leave unless the employee chooses to take his/her vacation on his/her eight (8) hour shift.

#### 10.4 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.

#### 10.5 Accumulation

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

#### 10.6 Requesting Vacation Leave

Employees shall request specific dates for vacation by March 30<sup>th</sup> for May to October and September 30<sup>th</sup> for November to April each year, whenever possible. As long as employees request vacation leave by the dates stated above, seniority shall be the basis for resolving any conflicting requests for vacation time off.

#### 10.7 Sellback of Vacation

An employee may elect to convert for payment in cash a maximum of one (1) years unused vacation days per the City's fiscal year (from July 1 to June 30).; ~~provided that two weeks of vacation and/or leave is 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. 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 11 - SICK LEAVE

#### 11.1 Accrual Rate

Employees shall accrue five (5) hours of sick leave for each pay period of service, and shall be eligible for paid sick leave after the completion of one full pay period of work.

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

#### 11.2 Usage

Employees are entitled to be paid for sick leave used, to a maximum of time accrued, under the following conditions:

- a. The employee's illness or injury, or the illness or injury of a member of the employee's immediate family prevents him or her from performance of duties.

For purposes of this section, immediate family is defined as ~~spouse, children, or any other relative living in the employee's household or domestic partner and requiring the employee's attendance. The domestic partner must be registered as such with the California Secretary of State.~~ child, including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, spouse, registered domestic partner, grandparent, grandchild and sibling.

- b. The employee's receipt of required medical or dental care or consultation.
- c. An employee who is medically unable to report for duty because of pregnancy and/or delivery may use sick leave during the period of time she is medically incapacitated from working.
- d. Employees shall be entitled to use a maximum of two (2) weeks of accumulated sick leave in any calendar year to attend to the illness of ~~a spouse, child, domestic partner, grandparents or siblings not living in the employee's household. The domestic partner must be registered as such with the California Secretary of State.~~ an immediate family member.
- e. The Chief may request a doctor's verification, other medical certification or other substantial evidence of illness or injury for which such leave is sought.

### 11.3 Sick Leave Conversion/Incentive Program

On April 1, 1997, the City added to the current PERS contract, Credit for Unused Sick Leave in accordance with Government Code Section 20965 of the California Public Employees' Retirement Law. This section provides a sick leave credit of .004 year of service credit for each unused day of sick leave.

### 11.4 Catastrophic Leave Program

Permanent employees represented by the POA may be eligible to receive donations of paid leave, to be included in the recipient employee's sick leave balance if he/she has suffered a catastrophic illness or injury which is defined as a serious medical condition considered to be terminal, a major physical impairment, or a family medical emergency (defined as a catastrophic illness or injury of a spouse, registered domestic partner, child or parent residing in the employee's household), subject to the following conditions:

- The recipient employee, recipient employee's family, or other person designated in writing by the recipient must submit a request to the City Administrator or designee.
- The recipient employee is not eligible so long as he/she has paid leave time available; however, the request may be initiated prior to the anticipated date that all leave balances will be exhausted.

- The recipient employee must provide a medical verification which meets the criteria above and a prognosis.
- Donations may be made in whole hour increments, and are irrevocable. The donor employee may donate vacation up to any amount, but the City may require that the donor employee retain 40 hours of vacation leave. Sick leave may be donated up to 24 hours in whole hour increments. Donations may be made from any individual employed by the City of Piedmont Police.
- Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
- Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- Eligibility for this program requires recommendation by the Chief of Police and approval by the City Administrator.

## SECTION 12 - LEAVES

### 12.1 FMLA / CFRA Leave

The City provides leave pursuant to requirements of the Family Medical Leave Act and the California Family Rights Act. POA members should refer to the City's Personnel Rules for additional information.

### 12.112.2 Bereavement Leave

In the case of a death within the immediate family of an employee, such employee shall be entitled to bereavement 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 an 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.

Leave of absence with pay because of death in an employee's immediate family is allowed solely for the purpose of attending funeral and memorial services, and such leave shall not be charged against vacation or sick leave which an employee may be entitled to, but may be in addition thereto.

In special cases, with approval of the Police Chief, the City Administrator may grant a death-bereavement leave in accordance with the provisions ~~to allow an employee to attend a funeral or memorial services because due to~~ of the death of a person not included within the definition of the immediate family.



### **12.212.3 Leave of Absence Without Pay**

Any employee desiring a leave of absence without pay from his or her employment for any reason shall secure written permission from the City Administrator upon the approval of the Police Chief.

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.

### **12.312.4 Military Leave**

Employees who are called upon to perform active annual training duty or temporary special services as a member of an 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.

### **12.412.5 Jury Duty**

Any employee required to serve as a juror in a civil or criminal action pending in a Superior, Municipal or Justice Court of the State of California, or any Federal Court convening in the State of California, or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires his/her absence from work up to a maximum of thirty (30) days annually; provided, however, that the Police Chief 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 p.m. and does not have to report for 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.

### **12.512.6 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.

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

## SECTION 13 - HEALTH PLANS AND LIFE INSURANCE

### 13.1 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 13.

### 13.2 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").

#### 13.2.1 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.

#### 13.2.2 Supplemental City Contribution

In addition to the basic City contribution, the City shall contribute a supplemental amount toward medical insurance premiums as described below. Prior to implementation of this Section 13.2.2, 13.7.1, and 13.7.2, the parties understand that the City will must comply with California Government Code section 7507, which requires that the City secure an actuary report and the City will must present said report at a public meeting, pursuant to California Government Code section 7507. Accordingly, Sections Section 13.2.2, 13.7.1 and 13.7.2 will go into effect the pay period after the City has complied with California Government Code section 7507, retroactive to July 1, 2021.

The City and employees share the cost of medical insurance premiums. The City's maximum contribution toward the monthly premium costs of an employee's medical benefits is based on the 2013-2021 CalPERS Kaiser

Region 1 premiums plus fifty percent (50%) of subsequent annual premium increases for the CalPERS Kaiser Region 1 premiums and includes the PEMHCA statutory minimum.

For the 2021~~0~~ 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~~ ~~\$718.56~~
- Employee +1: ~~\$1,627.28~~ ~~\$1,437.12~~
- Employee +family: ~~\$2,115.46~~ ~~\$1,868.26~~

Each plan year, the City shall adjust its contributions towards the monthly premium costs of an employee's medical benefits by an amount equal to fifty percent (50%) of any increase in the above-mentioned ~~2013-2021~~ monthly premium rates for the CalPERS Kaiser Region 1 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 Region 1 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.

### 13.2.3 Opt Out Election

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.

## 13.3 Dental

The City shall provide 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 (subject to a lifetime maximum of \$5,000 per person).

If the employee deductible is eliminated for any other City bargaining group, such elimination shall apply to employees represented by the Association.

**13.4 Life Insurance and Accidental Death and Dismemberment Insurance**

The City shall provide and pay for the cost of life insurance in an amount equal to twice the employee’s gross annual salary, rounded to the nearest one thousand dollar (\$1,000) increment, to a maximum of \$200,000. The City shall also provide and pay for Accidental Death and Dismemberment insurance in the amount of Twenty Five Thousand Dollars (\$25,000) for each eligible employee.

**13.5 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 on the date of this agreement without additional cost to the City or the employees, the City may substitute new insurance carriers. The Association will be given an opportunity to review the coverage afforded under such substitute plans before they are implemented.

**13.6 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.

**13.7 Retiree Medical – Employees Hired Before January 1, 2018**

13.7.1 For current employees hired before January 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~~0~~, the City’s contributions for annuitants are as follows:

Coverage:	Kaiser Rate:	Total Employer Contribution:	% of Premium:	Retiree Pays:
		<del>\$718.56</del>		
Retiree	<del>\$768.49</del> <u>\$13.64</u>	<del>\$813.64</del>	<del>100</del> <u>93.50</u> %	<del>\$49.930</del>
Retiree + 1	\$1,536.98	<del>\$1,627.28</del> <u>\$1,437.12</u>	<del>93.50</del> <u>100</u> %	<del>\$99.860</del>
Retiree +			<del>82.44</del> <u>59</u> %	

Family

~~\$1,998,072,115.46~~~~\$1,647,261,747.26~~~~\$350,81368.2~~

13.7.2 Effective August 1, 2012, all active employees who will be eligible for retiree medical benefits described in this Section 13.7 will have the City reduce their pay by \$50 semi-monthly by payroll deduction and have the City contribute such amounts to retiree benefits.

### **13.8 Retiree Medical - Employees Hired On or After January 1, 2018**

For employees hired on or after January 1, 2018, or the effective date of the City's contract amendment with CalPERS, whichever date is later, 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 January 1, 2018, are not eligible for the Retiree HRA described in Section 13.7.

### **13.9 Funeral Benefits**

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

### **13.10 Employee Assistance Plan**

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

## **SECTION 14 - EDUCATIONAL INCENTIVES**

The incentive pay shall be five percent (5%) for any member who holds a P.O.S.T Intermediate Certificate or an AA degree, and seven percent (7%) for any member who holds a P.O.S.T. Advanced Certificate or a BA degree or equivalent degree. The incentive pay shall be two percent (2%) for any sergeant holding a P.O.S.T. Supervisors Certificate.

The additional sums payable for holding Intermediate and Advanced P.O.S.T. Certificates are given as an educational incentive to encourage Piedmont Police Officers to improve their knowledge of police-related subjects and sciences. The additional sum payable to the holder of an Advanced Certificate shall not be cumulative with the additional sum paid to the holder of an Intermediate P.O.S.T Certificate.

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 certificate. This educational incentive program is instituted with the specific understanding that all covered members agree that their present shift schedule will in no way deny any covered member the opportunity to attend courses necessary to qualify for the Intermediate and Advanced P.O.S.T Certificates.

## SECTION 15 - TUITION REIMBURSEMENT

The City shall reimburse an employee for tuition and books for courses of study at an approved and accredited college or junior college in an off-duty status not to exceed two thousand four hundred dollars (\$2,400) per fiscal year if the subject matter content of the course is related directly to the employee's work assignment or is a course required for the attainment of a degree or certificate program in a field related to the employee's work assignment.

The employee must submit an application to the Police Chief giving all information needed for an evaluation of the request. The Police Chief shall recommend approval or disapproval and forward the request to the City Administrator whose decision shall be final. The employee's application must have been approved prior to enrolling in the course in order for such employee to be assured of reimbursement. Upon completion of the course, the employee must submit to the Police Chief a copy of the grade sheet or certificate indicating a passing grade along with the appropriate receipts for books and tuition in order to be eligible for reimbursement. Books and materials paid for by the City are to be provided to the Department to be maintained for future use and reference by City employees.

## SECTION 16 - UNIFORM ALLOWANCE

Uniform allowance is One thousand five hundred dollars (\$1,500.00) annually to maintain uniforms as required by the Chief of Police, paid semi-monthly at \$62.50 per pay period. Detectives receive the same amount, in order to cover the cost incurred to purchase appropriate civilian business attire. The detective assignment remains rotational and the assignment is not to be considered a promotion or demotion for the purpose of City of Piedmont personnel rules, Federal or State law.

Any new Police Officer upon request shall be paid the first one-half (1/2) of the annual uniform allowance upon submitting receipts for legitimate uniform expenses equal to one-half (1/2) of the annual uniform allowance.

Should any such Police Officer terminate from employment with the City in the first six (6) months of employment, the officer shall reimburse the City on a month-to-month prorating of said allowance.

If a police officer is mandated by the City to report to work in his/her uniform, while on Workers' Compensation Leave (4850 time) or Department ordered administrative leave, then the police officer shall be paid his/her uniform allowance for that time period.

## SECTION 17 – LAYOFF

### 17.1 Order of Layoff

In the event of a reduction of force, the employee with the least service with the City of Piedmont shall be laid off first.

## **17.2 Order of Rehire**

An employee who is laid off shall be placed, for a period of one (1) year from the date of the employee's most recent layoff, on a rehire list. In hiring for a vacant position in a bargaining unit classification, the rehire list shall take precedence over all other employment lists and the last employee laid off shall be the first employee offered reemployment until the rehire list of employees is exhausted.

## **17.3 Break in Service**

Service with the City shall be terminated by discharge, resignation, refusal by an employee to accept a reassignment to a related classification one (1) year on a rehire list, or the refusal by an employee on the rehire list to report to a rehire assignment made by the City, or to accept offered reemployment by the City.

## **17.4 Reemployment**

Any employee reemployed from the rehire list shall be returned to their pay step and retain all unused sick leave accruals. All rehired employees will resume accruing vacation based on their months of service at the time of their layoff.

## **17.5 Length of Service**

The Department shall keep an up-to-date length of service list of all employees covered by this Memorandum of Understanding and post the length of service list in a conspicuous place.

# **SECTION 18 – GRIEVANCE PROCEDURE**

## **18.1 General Procedure**

The formal grievance procedure is intended to supplement other informal and low level methods of responding to and settling problems and complaints. If informal and low level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low level methods.

A "grievance" is defined as a dispute involving the interpretation or application of this MOU, Police Department Rules and Regulations or the City's Personnel Rules (excluding discipline and discharge of bargaining unit employees) which adversely affects the grievant. Appeals from discipline and discharge are not grievances and shall be processed in accordance with the City's Personnel Rules.

Individual bargaining unit employees and/or the Union may file grievances. The Union may file a grievance on behalf of itself, a single bargaining unit employee or multiple similarly situated bargaining unit employees (group grievance).

A Union representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings with the City or City representatives.

The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to the grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure.

The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

## **18.2 Contents of Formal Grievance**

Formal grievances shall be presented in writing and shall contain the following minimum information:

1. A clear and concise statement of the facts and circumstances giving rise to the grievance.
2. The specific provisions of this MOU, Police Department Rules and Regulations, City Personnel Rules or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
3. An explanation of how the employee has been adversely affected.
4. A statement of the remedy requested.

## **18.3 Information**

The Union is entitled to request and receive copies of any non-confidential and non-privileged documents and other relevant information within the City's possession or control pertaining to the grievance.

## **18.4 Steps of the Formal Grievance Procedure**

### **Step 1. Police Chief**

A formal written grievance shall be presented to the Police Chief within thirty (30) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Police Chief shall investigate the grievance and meet with the grievant and Union representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Police Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.



## **Step 2. City Administrator**

If the grievant and/or the Union are not satisfied with the Police Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the City Administrator within fifteen (15) calendar days following receipt of the Step 1 written response. The City Administrator or designee other than the Police Chief shall investigate the grievance and meet with the grievant and Association representatives within fifteen (15) calendar days following receipt of the written request to advance the grievance to Step 2. The City Administrator shall respond in writing to the grievance within five (5) calendar days following the Step 2 meeting. The City Administrator's decision shall be final.

## **SECTION 19 – MISCELLANEOUS**

### **Schoolmates Program**

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

### **Deferred Compensation Plan**

Bargaining unit members may participate in the City's established deferred compensation plan.

## **SECTION 20 - MANAGEMENT RIGHTS**

The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and by the City Charter, except as specifically limited, abridged or relinquished by the terms of this Memorandum.

## **SECTION 21 - ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the City Council by the City Administrator and the Association for the City Council's consideration and approval by resolution. Upon such approval, this resolution shall supersede and control over conflicting or inconsistent City resolutions, regulations or policies.

## **SECTION 22 - SAVINGS CLAUSE**

If any provisions of the Memorandum shall be held invalid by operation of law or by court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

### SECTION 23 - SCOPE OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire understanding between the parties on any and all matters contained herein; provided, however, that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.

### SECTION 24 – TERM OF AGREEMENT

24.1 Except as otherwise provided in specific sections, following approval by the City Council, this MOU shall be in full force and effect from July 1, 2021 through June 30, 2025.

~~Except as otherwise provided in specific sections, this Memorandum of Understanding shall be in full force and effect from July 1, 2020 through June 30, 2021.~~

24.2 Notice of the Association's desire to reopen negotiations for the purpose of amending or terminating this Agreement shall be given to the City Administrator no later than May 1, 202~~5~~1.

## APPENDIX A WAGE TABLE

Effective 7/1/2021, 3% salary increase	-	Step 1	Step 2	Step 3
<b>Police Officer</b>	-	<b>\$8,492</b>	<b>\$9,329</b>	<b>\$10,249</b>
Shift Differential (SD)	4%	\$8,832	\$9,702	\$10,659
Detective, K9, Traffic	5%	\$8,917	\$9,795	\$10,761
POST Intermediate or AA	5%	\$8,917	\$9,795	\$10,761
POST Advanced or BA	7%	\$9,086	\$9,982	\$10,966
POST Intermediate + SD	5% + 4%	\$9,274	\$10,187	\$11,191
POST Advanced + SD	7% + 4%	\$9,449	\$10,381	\$11,405
Detective, K9, Traffic + POST Intermediate	5% + 5%	\$9,341	\$10,262	\$11,274
Detective, K9, Traffic + POST Advanced	5% + 7%	\$9,511	\$10,448	\$11,479
Detective, K9, Traffic + POST Intermediate + SD	5% + 5% +4%	\$9,714	\$10,672	\$11,725
Detective, K9, Traffic + POST Advanced + SD	5% + 7% +4%	\$9,891	\$10,866	\$11,938
<b>Police Sergeant</b>	-	-	-	<b>\$12,519</b>
Shift Differential (SD)	4%	-	-	\$13,020
POST Intermediate	5%	-	-	\$13,145
POST Advanced	7%	-	-	\$13,395
POST Intermediate + SD	5% + 4%	-	-	\$13,671
POST Advanced + SD	7% + 4%	-	-	\$13,931
POST Advanced + Supv Cert	7% + 2%	-	-	\$13,646
POST Advanced + Supv Certificate + SD	7% + 2% + 4%	-	-	\$14,192

Effective 7/1/2022, 3% salary increase	-	Step 1	Step 2	Step 3
<b>Police Officer</b>	-	<b>\$8,747</b>	<b>\$9,609</b>	<b>\$10,556</b>
Shift Differential (SD)	4%	\$9,097	\$9,993	\$10,978
Detective, K9, Traffic	5%	\$9,184	\$10,089	\$11,084
POST Intermediate or AA	5%	\$9,184	\$10,089	\$11,084
POST Advanced or BA	7%	\$9,359	\$10,282	\$11,295
POST Intermediate + SD	5% + 4%	\$9,551	\$10,493	\$11,527
POST Advanced + SD	7% + 4%	\$9,733	\$10,693	\$11,747
Detective, K9, Traffic + POST Intermediate	5% + 5%	\$9,622	\$10,570	\$11,612
Detective, K9, Traffic + POST Advanced	5% + 7%	\$9,797	\$10,762	\$11,823
Detective, K9, Traffic + POST Intermediate + SD	5% + 5% +4%	\$10,007	\$10,993	\$12,076

<u>Detective, K9, Traffic + POST Advanced + SD</u>	<u>5% + 7%</u> <u>+4%</u>	<u>\$10,189</u>	<u>\$11,192</u>	<u>\$12,296</u>
<b>Police Sergeant</b>	-	-	-	<b>\$12,894</b>
<u>Shift Differential (SD)</u>	<u>4%</u>	-	-	<u>\$13,410</u>
<u>POST Intermediate</u>	<u>5%</u>	-	-	<u>\$13,539</u>
<u>POST Advanced</u>	<u>7%</u>	-	-	<u>\$13,797</u>
<u>POST Intermediate + SD</u>	<u>5% + 4%</u>	-	-	<u>\$14,081</u>
<u>POST Advanced + SD</u>	<u>7% + 4%</u>	-	-	<u>\$14,349</u>
<u>POST Advanced + Supv Cert</u>	<u>7% + 2%</u>	-	-	<u>\$14,054</u>
<u>POST Advanced + Supv Certificate + SD</u>	<u>7% + 2%</u> <u>+ 4%</u>	-	-	<u>\$14,616</u>

<b>Effective 7/1/2023, 3.25% salary increase</b>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>Police Officer</b>	-	<b>\$9,031</b>	<b>\$9,921</b>	<b>\$10,899</b>
<u>Shift Differential (SD)</u>	<u>4%</u>	<u>\$9,392</u>	<u>\$10,318</u>	<u>\$11,335</u>
<u>Detective, K9, Traffic</u>	<u>5%</u>	<u>\$9,483</u>	<u>\$10,417</u>	<u>\$11,444</u>
<u>POST Intermediate or AA</u>	<u>5%</u>	<u>\$9,483</u>	<u>\$10,417</u>	<u>\$11,444</u>
<u>POST Advanced or BA</u>	<u>7%</u>	<u>\$9,663</u>	<u>\$10,615</u>	<u>\$11,662</u>
<u>POST Intermediate + SD</u>	<u>5% + 4%</u>	<u>\$9,862</u>	<u>\$10,834</u>	<u>\$11,902</u>
<u>POST Advanced + SD</u>	<u>7% + 4%</u>	<u>\$10,050</u>	<u>\$11,040</u>	<u>\$12,128</u>
<u>Detective, K9, Traffic + POST Intermediate</u>	<u>5% + 5%</u>	<u>\$9,934</u>	<u>\$10,913</u>	<u>\$11,989</u>
<u>Detective, K9, Traffic + POST Advanced</u>	<u>5% + 7%</u>	<u>\$10,115</u>	<u>\$11,112</u>	<u>\$12,207</u>
<u>Detective, K9, Traffic + POST Intermediate + SD</u>	<u>5% + 5%</u> <u>+4%</u>	<u>\$10,331</u>	<u>\$11,350</u>	<u>\$12,469</u>
<u>Detective, K9, Traffic + POST Advanced + SD</u>	<u>5% + 7%</u> <u>+4%</u>	<u>\$10,520</u>	<u>\$11,556</u>	<u>\$12,695</u>
<b>Police Sergeant</b>	-	-	-	<b>\$13,313</b>
<u>Shift Differential (SD)</u>	<u>4%</u>	-	-	<u>\$13,846</u>
<u>POST Intermediate</u>	<u>5%</u>	-	-	<u>\$13,979</u>
<u>POST Advanced</u>	<u>7%</u>	-	-	<u>\$14,245</u>
<u>POST Intermediate + SD</u>	<u>5% + 4%</u>	-	-	<u>\$14,538</u>
<u>POST Advanced + SD</u>	<u>7% + 4%</u>	-	-	<u>\$14,815</u>
<u>POST Advanced + Supv Cert</u>	<u>7% + 2%</u>	-	-	<u>\$14,511</u>
<u>POST Advanced + Supv Certificate + SD</u>	<u>7% + 2%</u> <u>+ 4%</u>	-	-	<u>\$15,091</u>

<b>Effective 7/1/2024, 3.25% salary increase</b>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
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<b><u>Police Officer</u></b>	-	<b><u>\$9,325</u></b>	<b><u>\$10,243</u></b>	<b><u>\$11,253</u></b>
<u>Shift Differential (SD)</u>	<u>4%</u>	<u>\$9,698</u>	<u>\$10,653</u>	<u>\$11,703</u>
<u>Detective, K9, Traffic</u>	<u>5%</u>	<u>\$9,791</u>	<u>\$10,755</u>	<u>\$11,816</u>
<u>POST Intermediate or AA</u>	<u>5%</u>	<u>\$9,791</u>	<u>\$10,755</u>	<u>\$11,816</u>
<u>POST Advanced or BA</u>	<u>7%</u>	<u>\$9,978</u>	<u>\$10,960</u>	<u>\$12,041</u>
<u>POST Intermediate + SD</u>	<u>5% + 4%</u>	<u>\$10,183</u>	<u>\$11,185</u>	<u>\$12,289</u>
<u>POST Advanced + SD</u>	<u>7% + 4%</u>	<u>\$10,377</u>	<u>\$11,398</u>	<u>\$12,523</u>
<u>Detective, K9, Traffic + POST Intermediate</u>	<u>5% + 5%</u>	<u>\$10,258</u>	<u>\$11,267</u>	<u>\$12,378</u>
<u>Detective, K9, Traffic + POST Advanced</u>	<u>5% + 7%</u>	<u>\$10,444</u>	<u>\$11,472</u>	<u>\$12,603</u>
<u>Detective, K9, Traffic + POST Intermediate + SD</u>	<u>5% + 5% +4%</u>	<u>\$10,668</u>	<u>\$11,718</u>	<u>\$12,873</u>
<u>Detective, K9, Traffic + POST Advanced + SD</u>	<u>5% + 7% +4%</u>	<u>\$10,862</u>	<u>\$11,931</u>	<u>\$13,107</u>
<b><u>Police Sergeant</u></b>	-	-	-	<b><u>\$13,746</u></b>
<u>Shift Differential (SD)</u>	<u>4%</u>	-	-	<u>\$14,296</u>
<u>POST Intermediate</u>	<u>5%</u>	-	-	<u>\$14,433</u>
<u>POST Advanced</u>	<u>7%</u>	-	-	<u>\$14,708</u>
<u>POST Intermediate + SD</u>	<u>5% + 4%</u>	-	-	<u>\$15,010</u>
<u>POST Advanced + SD</u>	<u>7% + 4%</u>	-	-	<u>\$15,296</u>
<u>POST Advanced + Supv Cert</u>	<u>7% + 2%</u>	-	-	<u>\$14,983</u>
<u>POST Advanced + Supv Certificate + SD</u>	<u>7% + 2% + 4%</u>	-	-	<u>\$15,582</u>

<b>Effective 7/1/2020</b>		Step 1 0-13 mo.	Step 2 14 - 24 mo.	Step 3 25 + mo.
<b>Police Officer</b>		<b>\$8,245</b>	<b>\$9,057</b>	<b>\$9,950</b>
Shift Differential (SD)	4%	\$8,575	\$9,419	\$10,348
Detective, Juvenile, K9, Traffic	5%	\$8,657	\$9,510	\$10,447
POST Intermediate or AA	5%	\$8,657	\$9,510	\$10,447
POST Advanced or BA	7%	\$8,822	\$9,691	\$10,646
POST Intermediate + SD	5% + 4%	\$9,004	\$9,890	\$10,865
POST Advanced + SD	7% + 4%	\$9,175	\$10,078	\$11,072
Detective, Juvenile, K9, Traffic + POST Intermediate	5% + 5%	\$9,070	\$9,962	\$10,945
Detective, Juvenile, K9, Traffic + POST Advanced	5% + 7%	\$9,235	\$10,144	\$11,144
Detective, Juvenile, K9, Traffic + POST Intermediate + SD	5% + 5% +4%	\$9,432	\$10,361	\$11,383
Detective, Juvenile, K9, Traffic, + POST Advanced + SD	5% + 7% +4%	\$9,604	\$10,549	\$11,590
<b>Police Sergeant</b>				<b>\$12,154</b>
Shift Differential (SD)	4%			\$12,640
POST Intermediate	5%			\$12,762
POST Advanced	7%			\$13,005
POST Intermediate + SD	5% + 4%			\$13,272
POST Advanced + SD	7% + 4%			\$13,525
POST Advanced + Supv Cert	7% + 2%			\$13,248
POST Advanced + Supv Certificate + SD	7% + 2% + 4%			\$13,778

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202~~10~~.

PIEDMONT POLICE OFFICERS ASSN.

CITY OF PIEDMONT

By \_\_\_\_\_  
Willie Wright  
President, PPOA

By \_\_\_\_\_  
Teddy King  
Mayor

By \_\_\_\_\_  
George Phifer  
Vice President, PPOA

By \_\_\_\_\_  
Sara Lillevand  
City Administrator

Attest \_\_\_\_\_  
John O. Tulloch  
Asst. City Administrator  
& City Clerk



July 14, 2021

Michael Szczech  
 Finance Director  
**City of Piedmont**  
 120 Vista Ave  
 Piedmont, CA 94611

**Re: Actuarial Impact under California Government Code Section 7507 of Changes to City Tier 1 Retiree Healthcare Plan Benefits**

Dear Mr. Szczech:

Section 7507 of the California Government Code requires that agencies obtain a statement of actuarial opinion regarding the cost impact of retiree healthcare plan benefit changes. This letter provides the actuarial impact on retiree healthcare benefits of a proposed increase in the portion of medical premiums paid by the City. The effective date of the change is July 1, 2021.

**Proposed Benefit Changes**

For retirees hired before May 1, 2018 or January 1, 2018<sup>1</sup> (Tier 1 Retirees) who retire directly from City service, the City pays the premium up to the employee cap of the Kaiser Region 1 premium using the CalPERS Unequal Method. The employee cap is currently based on the 2013 Kaiser Bay Area premium plus 50% of subsequent premium changes. Under the CalPERS Unequal Method, City contributions for retirees increase annually until they reach the amount paid for employees, with a maximum yearly increase of \$100/month.

Effective 7/1/2021 the employee cap would change from the 2013 Kaiser Bay Area premium plus 50% of subsequent premium changes to the 2021 Kaiser Region 1 premium plus 50% of subsequent premium changes. This will increase retiree healthcare benefits for the Basic Plans as illustrated below effective July 1, 2021.

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

Kaiser	Premium	Total Employer Contribution	% of Premium	Retiree Pays
Retiree	\$813.64	\$741.14	91.09%	\$72.51
Retiree + 1	1,627.28	1,482.27	91.09%	145.01
Retiree + Family	2,115.46	1,747.26	82.59%	368.20

For 2021, the City's contributions for annuitants under the proposed reset are as follows<sup>2</sup>:

Kaiser	Premium	Total Employer Contribution	% of Premium	Retiree Pays
Retiree	\$813.64	\$813.64	100.00%	\$0
Retiree + 1	1,627.28	1,627.28	100.00%	0
Retiree + Family	2,115.46	1,747.26	82.59%	368.20

<sup>1</sup> Depending on MOU group

<sup>2</sup> Under the unequal method both the single and retiree + 1 City contributions have reached equal status, however family coverage is still unequal due to the \$100 per month increase cap.



Michael Szczech  
July 14, 2021



### Methods and Assumptions

All actuarial methods and assumptions are the same as those used in the City's July 1, 2020 actuarial valuation report dated June 14, 2021.

### Actuarial Certification

This letter was prepared for the City to comply with the California Government Code Section 7507 requirement that agencies obtain a statement of actuarial opinion regarding the cost impact of retiree healthcare plan benefit changes. Future results may differ significantly if the plan experience differs from our assumptions or if there are changes in plan design or actuarial assumptions. The project scope did not include an analysis of this potential variation. Our calculations are based on benefit provisions, participant data and other information provided by the City, actuarial assumptions as summarized in this letter and our July 1, 2020 actuarial valuation report. This study was conducted using generally accepted actuarial principles and practices. As members of the American Academy of Actuaries meeting the Academy Qualification Standards, we certify the actuarial results and opinions herein.

Please let us know if you have any questions about this information.

Sincerely,

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Marilyn Oliver, FSA, FCA, MAAA  
Vice President  
Bartel Associates, LLC  
July 14, 2021

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Tak Frazita, FSA, EA, FCA, MAAA  
Associate Actuary  
Bartel Associates, LLC  
July 14, 2021



### Summary of Cost Change for Miscellaneous Employees / Retirees

The change in the City's July 1, 2020 valuation actuarial obligations is summarized below.

- The Present Value of Projected Benefits (PVPB) represents the amount the plan needs as of the valuation date to pay all future benefits if all assumptions are met.
- The Actuarial Accrued Liability (AAL) represents the portion of the PVPB that participants have earned (on an actuarial, not actual, basis) through the valuation date.
- The Normal Cost represents the portion of the PVFB that participants earn (on an actuarial, not actual, basis) in the current year.
- Benefit Payments are the expected retiree benefit payments for the year. They include actual cash benefit payments to retirees and the implied subsidy, difference between cost of retiree benefits and retiree premiums.

Summary of the impact of plan changes to the July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)
■ <b>July 1, 2020 Actuarial Obligations</b>			
• Present Value of Projected Benefits	\$8,645,472	\$8,748,994	\$103,522
• Actuarial Accrued Liability	6,767,380	6,846,190	78,810
• Market Value of Assets <sup>3</sup>	<u>3,370,920</u>	<u>3,370,920</u>	-
• Unfunded AAL	3,396,460	3,475,270	78,810

Additional breakdown of July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)	% Increase/ (Decrease)
■ <b>Present Value of Projected Benefits</b>				
• Current Actives	\$5,659,618	\$5,746,590	\$86,972	
• Current Retirees & Beneficiaries	<u>2,985,854</u>	<u>3,002,404</u>	<u>16,550</u>	
• Total	8,645,472	8,748,994	103,522	1.20%
■ <b>Actuarial Accrued Liability</b>				
• Current Actives	3,781,526	3,843,786	62,260	
• Current Retirees & Beneficiaries	<u>2,985,854</u>	<u>3,002,404</u>	<u>16,550</u>	
• Total	6,767,380	6,846,190	78,810	1.16%
■ <b>Normal Cost</b>	227,839	230,991	3,152	1.38%
■ <b>2021/22 Benefit Payments</b>	280,113	287,267	7,154	2.55%

### Conclusion

The City's retiree medical actuarial cost would increase due to the proposed benefit change.

<sup>3</sup> Assets allocated on current plan AAL.

Michael Szczech  
July 14, 2021



### Summary of Cost Change for Fire Employees / Retirees

The change in the City's July 1, 2020 valuation actuarial obligations is summarized below.

- The Present Value of Projected Benefits (PVPB) represents the amount the plan needs as of the valuation date to pay all future benefits if all assumptions are met.
- The Actuarial Accrued Liability (AAL) represents the portion of the PVPB that participants have earned (on an actuarial, not actual, basis) through the valuation date.
- The Normal Cost represents the portion of the PVFB that participants earn (on an actuarial, not actual, basis) in the current year.
- Benefit Payments are the expected retiree benefit payments for the year. They include actual cash benefit payments to retirees and the implied subsidy, difference between cost of retiree benefits and retiree premiums.

Summary of the impact of plan changes to the July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)
■ <b>July 1, 2020 Actuarial Obligations</b>			
• Present Value of Projected Benefits	\$7,093,233	\$7,185,781	\$92,548
• Actuarial Accrued Liability	5,279,210	5,345,850	66,640
• Market Value of Assets <sup>4</sup>	<u>2,629,643</u>	<u>2,629,643</u>	-
• Unfunded AAL	2,649,567	2,716,207	66,640

Additional breakdown of July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)	% Increase/ (Decrease)
■ <b>Present Value of Projected Benefits</b>				
• Current Actives	\$4,987,376	\$5,064,697	\$77,321	
• Current Retirees & Beneficiaries	<u>2,105,857</u>	<u>2,121,084</u>	<u>15,227</u>	
• Total	7,093,233	7,185,781	92,548	1.30%
■ <b>Actuarial Accrued Liability</b>				
• Current Actives	3,173,353	3,224,766	51,413	
• Current Retirees & Beneficiaries	<u>2,105,857</u>	<u>2,121,084</u>	<u>15,227</u>	
• Total	5,279,210	5,345,850	66,640	1.26%
■ <b>Normal Cost</b>	217,395	220,782	3,387	1.56%
■ <b>2021/22 Benefit Payments</b>	211,691	216,326	4,635	2.19%

### Conclusion

The City's retiree medical actuarial cost would increase due to the proposed benefit change.

<sup>4</sup> Assets allocated on current plan AAL.

Michael Szczech  
July 14, 2021



### Summary of Cost Change for Police Employees / Retirees

The change in the City's July 1, 2020 valuation actuarial obligations is summarized below.

- The Present Value of Projected Benefits (PVPB) represents the amount the plan needs as of the valuation date to pay all future benefits if all assumptions are met.
- The Actuarial Accrued Liability (AAL) represents the portion of the PVPB that participants have earned (on an actuarial, not actual, basis) through the valuation date.
- The Normal Cost represents the portion of the PVFB that participants earn (on an actuarial, not actual, basis) in the current year.
- Benefit Payments are the expected retiree benefit payments for the year. They include actual cash benefit payments to retirees and the implied subsidy, difference between cost of retiree benefits and retiree premiums.

Summary of the impact of plan changes to the July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)
■ <b>July 1, 2020 Actuarial Obligations</b>			
• Present Value of Projected Benefits	\$9,363,055	\$9,473,423	\$110,368
• Actuarial Accrued Liability	7,032,153	7,105,653	73,500
• Market Value of Assets <sup>5</sup>	<u>3,502,808</u>	<u>3,502,808</u>	-
• Unfunded AAL	3,529,345	3,602,845	73,500

Additional breakdown of July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)	% Increase/ (Decrease)
■ <b>Present Value of Projected Benefits</b>				
• Current Actives	\$3,659,602	\$3,716,599	\$56,997	
• Current Retirees & Beneficiaries	<u>5,703,453</u>	<u>5,756,824</u>	<u>53,371</u>	
• Total	9,363,055	9,473,423	110,368	1.18%
■ <b>Actuarial Accrued Liability</b>				
• Current Actives	1,328,700	1,348,829	20,129	
• Current Retirees & Beneficiaries	<u>5,703,453</u>	<u>5,756,824</u>	<u>53,371</u>	
• Total	7,032,153	7,105,653	73,500	1.05%
■ <b>Normal Cost</b>	229,301	233,199	3,898	1.70%
■ <b>2021/22 Benefit Payments</b>	441,705	455,482	13,777	3.12%

### Conclusion

The City's retiree medical actuarial cost would increase due to the proposed benefit change.

<sup>5</sup> Assets allocated on current plan AAL.

Michael Szczech  
July 14, 2021



### Summary of Cost Change for All Employees / Retirees

The change in the City's July 1, 2020 valuation actuarial obligations is summarized below.

- The Present Value of Projected Benefits (PVPB) represents the amount the plan needs as of the valuation date to pay all future benefits if all assumptions are met.
- The Actuarial Accrued Liability (AAL) represents the portion of the PVPB that participants have earned (on an actuarial, not actual, basis) through the valuation date.
- The Normal Cost represents the portion of the PVFB that participants earn (on an actuarial, not actual, basis) in the current year.
- Benefit Payments are the expected retiree benefit payments for the year. They include actual cash benefit payments to retirees and the implied subsidy, difference between cost of retiree benefits and retiree premiums.

Summary of the impact of plan changes to the July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)
■ <b>July 1, 2020 Actuarial Obligations</b>			
• Present Value of Projected Benefits	\$25,101,760	\$25,408,198	\$306,438
• Actuarial Accrued Liability	19,078,743	19,297,693	218,950
• Market Value of Assets <sup>6</sup>	<u>9,503,371</u>	<u>9,503,371</u>	-
• Unfunded AAL	9,575,372	9,794,322	218,950

Additional breakdown of July 1, 2020 Actuarial Obligations is as follows:

	Current Plan	Proposed Plan	\$ Increase/ (Decrease)	% Increase/ (Decrease)
■ <b>Present Value of Projected Benefits</b>				
• Current Actives	\$14,306,596	\$14,527,886	\$221,290	
• Current Retirees & Beneficiaries	<u>10,795,164</u>	<u>10,880,312</u>	<u>85,148</u>	
• Total	25,101,760	25,408,198	306,438	1.22%
■ <b>Actuarial Accrued Liability</b>				
• Current Actives	8,283,579	8,417,381	133,802	
• Current Retirees & Beneficiaries	<u>10,795,164</u>	<u>10,880,312</u>	<u>85,148</u>	
• Total	19,078,743	19,297,693	218,950	1.15%
■ <b>Normal Cost</b>	674,535	684,972	10,437	1.55%
■ <b>2021/22 Benefit Payments</b>	933,509	959,075	25,566	2.74%

### Conclusion

The City's retiree medical actuarial cost would increase due to the proposed benefit change.

<sup>6</sup> Assets allocated on current plan AAL.