City of Piedmont
COUNCIL AGENDA REPORT

DATE: October 16, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of Actions Related to the Appointment of Piedmont City Clerk Anna M. Brown

RECOMMENDATION

Appoint Anna M. Brown as Piedmont City Clerk, effective November 13, 2023.

BACKGROUND

On July 17, 2023, the Piedmont City Council took action to appoint Sheri Hartz as Interim City Clerk while an executive recruitment was conducted to identify a qualified and permanent replacement. The City retained the services of Bob Murray & Associates to initiate a professional search. Efforts included development of a candidate profile and recruitment brochure and launch of strategic advertising with city clerk networks over a 6-week period. After screening twenty-five applicants, the opportunity to interview was extended to six candidates. An external panel of current and former City Clerks subsequently interviewed and ranked candidates. Interviews were then conducted by key internal stakeholders, the City Administrator and City Council.

As the top ranked finalist, Ms. Brown presents seventeen years of highly relevant professional experience, including serving approximately nine years as City Clerk in the City of Union City and five years as Deputy City Clerk in the City of South San Francisco. Ms. Brown is a Certified Municipal Clerk (CMC), possesses a Bachelor of Arts in Public Administration and has held a Notary Public Commission since 2011. She is currently working toward the designation of Master Municipal Clerk (MMC).

It is recommended that the City Council appoint Anna M. Brown as Piedmont's next City Clerk. The appointment shall conform in all respects with the specified compensation program for management personnel and other terms and conditions of employment outlined in City Council Resolution No. 12-2022. The monthly salary for the position is $14,787. A monthly auto allowance of $250 is provided, in addition to other standard benefits.

ATTACHMENTS

1) City Council Resolution No. 12-2022

RESOLUTION NO. 12-2022 OF THE CITY COUNCIL OF THE CITY OF PIEDMONT APPROVING A POLICY STATEMENT REGARDING MANAGEMENT PERSONNEL APPROVING AND AUTHORIZING A SPECIFIED COMPENSATION PROGRAM AND SETTING FORTH OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

SECTION 1 - POLICY STATEMENT REGARDING MANAGEMENT PERSONNEL

The City Council wishes to acknowledge the special public service rendered by the City's management personnel. Management personnel consists of all department heads and the City Administrator. Under the operational coordination of the City Administrator, management personnel are responsible for producing the quality and effectiveness of City services, as required by the City Council. They organize subordinates into effective work units, administer ongoing programs, motivate personnel, resolve operational problems and apply the full range of modern management techniques. Management personnel often speak directly for the City government and, thus have a decisive effect on how the City is judged. The public's view of the City's ethical and administrative standards results from observation of the conduct and problem solving abilities of management personnel in their extensive public contacts.

Management personnel work whatever extra hours are required for appearances before Council, City boards and commissions, citizens' groups and intergovernmental bodies; for maintenance of essential services during emergencies; and for accomplishment of work assignments which often impose irregular hours and time expenditures for in excess of the conventional workweek.

Therefore, considering the special responsibilities inherent in the management role, the City Council adopts the following policy regarding management personnel compensation:

Compensation shall reflect the greater level of responsibility characteristic of managerial positions.

In determining compensation, consideration shall be given to various pertinent factors, which may among other include the following:

a. Maintaining a comparative and relative relationship with similar positions in other comparable public agencies within the City's local labor market area; and

b. The City's budgetary considerations.

Levels of compensation shall be reviewed in June 2025 by the City Council in light of the foregoing considerations and, if appropriate, suitable adjustments made upon consideration of the City Administrator's recommendation.

The wages and benefits set forth herein are to be provided to all Management Personnel ("Employees") listed here:

Assistant City Administrator/City Clerk
Finance Director
Planning & Building Director
Public Works Director
Recreation Director
Fire Chief
Police Chief

SECTION 2 - HOURS OF WORK

2.1 Workday and Workweek
It is expected that Employees will work as many hours per day as are necessary to fulfill the requirements of their position. The typical minimum workweek is 37.5 hours, except when vacation, sick or other approved leave is taken.

2.2 Personal Leave
Employees are authorized to receive up to eight (8) days (60 hours) of personal leave with pay each year upon the City Administrator's approval as recognition for management responsibilities. Any personal leave unused at December 31st of any year may not be carried over for use in a subsequent year, nor shall payment be made for unused leave for any reason.

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

SECTION 3 - SALARY ADMINISTRATION

3.1 Equity Adjustments
Effective July 1, 2021, the following positions shall receive an equity adjustment, plus the increase listed in 3.1.1:

1.70%, Police Chief
2.33%, Public Works Director
8.07%, Asst. City Administrator/City Clerk
10.27%, Planning & Building Director

3.1.1 Minimum Wages

Wages for each classification in the Management Personnel are shown in Section 3.1.2. The rates of pay shown in Section 3.1.2 reflect the following cost-of-living increases during the term of this Resolution:

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

3.1.2 Salary Monthly

	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23	Effective 7/1/24
Assistant City Administrator/City Clerk	$13,905	$14,322	$14,787	$15,268
Finance Director	$16,230	$16,717	$17,260	$17,821
Fire Chief	$18,883	$19,449	$20,081	$20,734
Planning & Building Director	$15,447	$15,910	$16,427	$16,961
Police Chief	$19,293	$19,872	$20,518	$21,185
Public Works Director	$15,810	$16,284	$16,813	$17,360
Recreation Director	$15,835	$16,310	$16,840	$17,387

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

SECTION 4 – RETIREMENT BENEFITS

4.1 Miscellaneous Member Retirement Plan

The City contracts with the California Public Employees Retirement System (CalPERS) for employee retirement benefits, and all Employees are CalPERS members.

4.1.1 Retirement — Miscellaneous Member Employees Hired Before August 21, 2012

This Section 4.1.1 shall apply to Employees hired before August 21, 2012, who are contributing members of CalPERS (Tier 1).

A. Final Compensation Based on the Single Highest Year

For purposes of determining a retirement benefit, final compensation for Employees covered by this Section 4.1.1 shall be based on the single highest year.

B. 3.0% @ 60 Pension Formula
The 3.0% at 60 pension formula shall be available to all Employees covered by this Section 4.1.1 who are contributing members of CalPERS.

C. Required Employee Contribution
Employees covered by this Section 4.1.1 will contribute the employee contribution amount established by CalPERS for the 3.0% @ 60 Pension Formula. (The CalPERS required employee contribution amount was 8% as of the date of this Resolution.)

In the event employee contribution rates are adjusted by CalPERS during the term of this Resolution, any increased employee contribution above 8% will be paid by Employees when the CalPERS increase is effective.

D. Additional Required Employee Contribution
In addition to the required employee contribution, Employees covered by this Section 4.1.1 will contribute an additional amount as follows:
Employees and the City previously agreed that if the City's total employer contribution rate for Tier 1 employees is more than 14.025%, the amount above 14.025% will be shared equally between the City (50%) and the Tier 1 employees (50%) ("Employer Contribution Rate Formula"). This Employer Contribution Rate Formula shall continue upon the expiration of this Resolution.

For Tier 1 employees, the total employee contribution maximum cap shall not exceed 14% ("Maximum Cap"). This 14% Maximum Cap includes: (a) The existing 8% employee contribution; and (b) Any additional cost sharing of the employer contribution that may result from application of the Employer Contribution Rate Formula. The Maximum Cap of 14% shall continue upon the expiration of this Resolution, except employees shall be required to pay any increases to the CalPERS-established employee contribution amount, as set forth in Section C.

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

This Section 4.1.2 shall apply to Employees hired on or after August 21, 2012, and Employees hired after January 1, 2013 with pension reciprocity who are contributing members of CalPERS (Tier 2).

A. Final Compensation Based on Three Year Average
For purposes of determining a retirement benefit, final compensation for Employees covered by this Section 4.1.2 shall be based on the member's highest three-year average.

B. 2.0% @ 60 Pension Formula
The 2.0% at 60 pension formula shall be available to all employees covered by this Section 4.1.2 who are contributing members of CalPERS.

C. Required Employee Contribution
Employees covered by this Section 4.1.2 will contribute the employee contribution amount established by CalPERS for the 2.0% @ 60 Pension Formula. (The required employee contribution amount was 7% as of the date of this Resolution).

In the event employee contribution rates are adjusted by CalPERS during the term of this Resolution, any increased employee contribution above 7% will be paid by Employees when the CalPERS increase is effective.

D. Additional Required Employee Contribution
In addition to the required employee contribution, Employees covered by this Section 4.1.2 will contribute an additional amount as follows:
Employees and the City previously agreed that if the City's total employer contribution rate for Tier 2 employees is more than 14.025% the amount above 14.025% will be shared equally between the City (50%) and the Tier 2 employees (50%) ("Employer Contribution Rate Formula"). This Employer Contribution Rate Formula shall continue upon the expiration of this Resolution.

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

4.1.3 Retirement — Miscellaneous Member Employees Hired On or After January 1, 2013 Without Pension Reciprocity
This Section 4.1.3 shall apply to Employees hired on or after January 1, 2013, without pension reciprocity, who are contributing members of CalPERS (Tier 3).

A. Final Compensation Based on Three Year Average
For purposes of determining a retirement benefit, final compensation for Employees covered by this Section 4.1.3 shall be based on the member's highest three-year average.

B. 2.0% @ 62 Pension Formula
The 2.0% at 62 pension formula shall be available to all employees covered by this Section 4.1.3 who are contributing members of CalPERS.

C. Required Employee Contribution
Employees covered by this Section 4.1.3 will contribute 50% of normal costs as established by CalPERS for the 2.0% @ 62 Pension Formula. The required contribution amount was 6.75% as of the date of this Resolution.
In the event employee contribution rates are adjusted by CalPERS during the term of this Resolution, the employee contribution will be recalculated based upon the updated required employee contribution rate established by CalPERS.

4.2 Safety Member Retirement Plan

4.2.1 Retirement – Safety Member Employees Hired On or After December 5, 2012 and Before January 1, 2013, and Safety Member Employees Hired On or After January 1, 2013 With Pension Reciprocity (Tier 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 (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%.

Employees 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"). This Employer Contribution Rate Formula shall continue upon the expiration of this Resolution.

For Tier 2 employees, the total employee contribution maximum cap shall not exceed 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 Resolution, except Employees shall be required to pay any increases to the CalPERS-established employee contribution amount.

4.2.2 Retirement – Safety Member Employees Hired On or After January 1, 2013 Without Pension Reciprocity (Tier 3)

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.

4.3 All Employees

The required employee contributions described in this Section 4 shall apply to all Employees covered by this Resolution and continue in effect until modified by a subsequent Council Resolution.

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).

4.4 ICMA Deferred Compensation

Employees shall be able to participate voluntarily in the City of Piedmont deferred compensation 457 plan, administered by ICMA. Contributions to ICMA are subject to federal tax deferral regulations.

SECTION 5 - HOLIDAYS

5.1 Holidays Observed

There shall be twelve (12) designated paid holidays:

JANUARY 1	New Year's Day
JANUARY (3rd Monday)	Martin Luther King's Birthday
FEBRUARY (3rd Monday)	President's Day
MAY (last Monday)	Memorial Day
JULY 4	Independence Day
SEPTEMBER (1st Monday)	Labor Day
NOVEMBER 11	Veteran's Day
NOVEMBER (4th Thursday)	Thanksgiving
NOVEMBER (4th Friday)	Day after Thanksgiving
DECEMBER 24	Christmas Eve
DECEMBER 25	Christmas Day
EMPLOYEE'S BIRTHDAY	

In addition to the above designated twelve (12) paid holidays, there shall be one floating paid holiday on a day mutually agreeable between the Employee and the City Administrator. Any additional day proclaimed by the City Council as a holiday for City employees will also be a paid holiday for Employees covered under this Resolution.

5.2 Employee's Birthday

An Employee's birthday may be taken as a paid holiday on a date other than that on which the birthday falls, subject to approval of the City Administrator.

5.3 Holidays Observed as Workdays

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

SECTION 6 - VACATION

6.1 Vacation Accrual Rate

Employees shall accrue annual vacation leave as follows:

First 8 years	15 days per year
9 through 11 years	17 days per year
12 through 14 years	19 days per year
15 through 18 years	20 days per year
19 through 22 years	22 days per year
23 years and after	25 days per year

In recognition of years of professional experience, it is within the City Administrator's discretion to start a newly hired Employee at any vacation accrual rate tier.

6.2 Date When Vacation Accrual Starts

Vacation accrual shall begin as of the date of employment. In the event the date of employment is not the first (1st) day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

6.3 Holiday Falling During Vacation

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

6.4 Use of Sick Leave During Vacation

Employees who are injured or become ill while on vacation may be paid for sick leave in lieu of vacation.

6.5 Accumulation

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

6.6 Vacation Sellback

Employees may elect to convert for payment in cash accrued vacation each City fiscal year (from July 1 to June 30), based upon the following formula:

0-5	years employment	two weeks vacation buyback
Over	five years employment	three weeks vacation buyback

In no case shall an Employee's remaining accrued vacation be less than two (2) weeks.

SECTION 7 - SICK LEAVE

7.1 Accrual

Employees shall accrue sick leave at the rate of 4.69 hours for each pay period of service (based upon a semimonthly pay period).

7.2 Usage

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

A. For the Employee's own illness or injury or for the illness or injury of the Employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.

B. For the Employee's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the Employee's family member.

C. For Employees who are victims of domestic violence, sexual assault or stalking as specified in state law.

D. The City Administrator 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. Employee shall be entitled to use a maximum of 75 hours of accumulated sick leave in any calendar year to attend to the illness of a sick family member as defined in Section 7.2(A).

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

7.3 Lapse

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

7.4 Sick Leave Conversion/Incentive program For Police Chief

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

SECTION 8 - LEAVES

The current Leaves policies are described in this Section 8, and may be amended or repealed by the City Council as it deems appropriate and/or necessary.

8.1 Bereavement Leave

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

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

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

8.2 Leave of Absence Without Pay

If an Employee desires a leave of absence without pay for any reason, they shall secure permission from the City Council upon recommendation of the City Administrator.

8.3 Military Leave

Employees who are called upon to perform active annual training duty or temporary special services as a member of any Armed Forces reserve and who lose time from their regular scheduled workweek shall be paid the difference between the pay received from the federal or state government for such reserve duty and their normal weekly earnings not to exceed two (2) weeks annually.

8.4 Jury Duty

Any employee required to serve as a juror in a civil or criminal action pending in a court of the State of California or any Federal Court convening in the State of California or any employee required to report for the selection of a jury in any of these courts shall receive pay for the time such service requires their absence from work; provided, however, that the City Administrator may require proof of the time such service was required and any monies received for jury service shall be remitted to the city.

8.5 Pregnancy Disability Leave

A pregnant employee is entitled to an unpaid leave of up to four months, as needed, for the period(s) of time the employee is actually disabled by pregnancy, as determined by her health care provider.

8.5.1 Notice to City

Using the City's Request for Leave of Absence form, an employee should provide at least thirty days advance notice or notice as soon as practicable of the employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

8.5.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave

An employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. An employee may, at her option, use accrued vacation during an otherwise unpaid portion of a pregnancy disability leave.

8.5.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the employee had not taken pregnancy disability leave.

8.5.4 Employee Status

During a pregnancy disability leave, the employee shall retain employee status, and the leave shall not constitute a break in service for any purpose under this Resolution or City policy.

8.5.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

a. A pregnancy disability leave shall run concurrently with the employee's FMLA leave entitlement.

b. The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. An employee's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

c. At the end of the employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to twelve workweeks for reason of the birth of her child, if the child has been born by this date.

8.6 Family Care and Medical Leave

Eligible Employees are entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

Eligibility

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

Reasons for Leave; Amount of Leave

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

- The birth of a child and to care for the newborn child (FMLA and CFRA);;
- The placement with the Employee of a child for adoption or foster care by the employee (FMLA and CFRA);
- Providing care for a spouse, child, registered partner (CFRA only) or parent with a serious health condition.

  (a) The CFRA also provides for leave to care for the following family members due to a serious health condition: domestic partner, adult child, child of a domestic partner, grandparent, grandchild, or sibling.

- Because of an Employee's own serious health condition that makes the Employee unable to perform the functions of the Employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.); and
- Because of any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- The 12 month period for FMLA/CFRA purposes is determined by a "rolling" 12-month period measured backward from the date an employee uses any FMLA/CFRA leave.

Definitions

- "Child" is a biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands in loco parentis, and who, at the time leave is to commence is either: (a) under 18 years of age; or (b) 18 years of age or older and incapable of caring for himself/herself because of a mental or physical disability. CFRA's definition of "child" includes: (a) a child of a domestic partner; or (b) an adult biological child, adopted child, foster child, stepchild, legal ward of the employee, or a child to whom the employee stands in loco parentis of the employee or of the employee's domestic partner.

- "Parent" is defined as a biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.

- "Spouse" expressly includes individuals in lawfully recognized same sex marriages, common law marriages and marriages that were validly entered into outside of the United States if they could have been entered into at least one state. In addition, the regulatory definition of spouse has moved from "state of residence" rule to "place of celebration" rule in which to look to the law of the place in which the marriage was entered into as opposed to the law of the state where the employee resides. This allows all legally married couples, whether opposite-sex or same sex or married under the common law, to have consistent federal family leave rights regardless of their residence.

- "Domestic Partner" is defined a registered domestic partner as defined by Family Code 297 through 297.5.

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

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

a. An eligible Employee's entitlement is limited to a total of 26 workweeks of leave during a "single 12-month period" to care for a service member with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement begins on the first day an employee takes leave to care for the covered servicemember.

b. During the "single 12-month period" described above, an eligible Employee's FMLA leave entitlement is limited to a combined total of 26 workweeks of FMLA leave for any qualifying reason.

Pay Status and Benefits during Family Care & Medical Leave

Except as provided in this section, the family care and medical leave will be unpaid. The City will, however, continue to provide City contributions toward group health benefits during the for up to 12 workweeks on the same basis as coverage would have been provided had the Employee not taken family care and medical leave. The Employee will be required to continue

to pay the Employee's share of monthly premiums payments, if any during a family care and medical leave.

Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the Employee may be entitled for the same qualifying reason. An Employee is required to utilize the Employee's accrued sick leave for FMLA/CFRA qualifying absences due to the Employee's own serious health condition. An Employee may be required to use or the employee may elect to use accrued vacation leave for FMLA/CFRA qualifying reasons unrelated to the employee's own serious health condition.

Notice to the City

a. The Employee must provide written notice to the City as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

b. The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

c. The Employee shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

Medical Certification

a. An Employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the employee shall provide the City with recertification by the health care provider.

b. An Employee's request for family care and medical leave because of Employee's own serious health condition shall be supported by a certification issued by the employee's health care provider.

c. As a condition of an employee's return from leave taken because of the Employee's own serious health condition, the employee is required to obtain certification from the Employee's care provider that the employee is able to resume work and perform the essential functions of the employee's job with or without accommodation.

d. Employees are required to use the medical certification forms available from the Personnel Office to meet the certification and recertification requirements of this section.

Minimum Duration of Leave

a. Leave does not need to be taken in one continuous period of time.

b. Leave taken for a serious health condition of the employee's child, parent, or spouse of the employee may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the employee or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

c. Leave taken for reason of birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee. The basic minimum duration of leave shall be two weeks. However, the City shall grant a request for a leave of less than two weeks' duration on any two occasions.

City's Response to Leave Request

It is the City's responsibility to designate leave, paid or unpaid, as family care and medical leave-qualifying based on the information provided by the Employee and to notify the Employee of the designation.

Dual Parent Employment

Where both parents are City employees, allowable leave for the birth, adoption, or foster care placement of a child limited to a total of 12 work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an Employee is entitled to be returned to the same or equivalent position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An Employee is also entitled to reinstatement even if the employee has been replaced or the Employee's job has been restructured to accommodate the employee's absence. If an Employee is no longer qualified for the position because, e.g., of the employee's inability to renew a license as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon returning to work. An employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Employee's FMLA/CFRA leave. An Employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA/CFRA leave period.

SECTION 9 - INJURY PAY

9.1 Injury Pay for All Employees Except Police and Fire Chief

If an Employee, except the Police Chief and the Fire Chief, loses time from work as the result of a work related illness or injury, they shall receive their normal salary for the duration of the disability or thirty (30) working days whichever is the lesser. If the Employee is disabled for a period in excess of thirty (30) working days, such excess period shall be compensated by paid benefits pursuant to State Workers' Compensation laws. The Employee shall be entitled to use accrued sick leave, compensatory time or vacation to supplement such worker's compensation benefits. In no case shall the Employee be entitled to receive more than 100% of the normal salary. An Employee who has returned to work after a period of disability as the result of an original injury and subsequently loses time from work again as the result of an aggravation of or reoccurrence of the original injury shall in no case receive their normal salary for a period of time to exceed thirty (30) working days including those days first lost from work as the result of the original injury.

9.2 Injury Pay for Police and Fire Chief

Injury pay shall conform to California Labor Code Section 4850.

SECTION 10 - HEALTH PLAN AND LIFE INSURANCE

This Section 10 describes the City's existing health plan and life insurance benefits which shall apply to the Employees. The City Council shall have authority to amend or repeal the health plan and life insurance benefits as it deems appropriate and/or necessary.

10.1 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 City's use of the Flexible Benefit Plan as a vehicle for its premium contributions does not change the City's or Employee's contribution to medical insurance premiums as described in this Section 10.

10.2 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").

10.2.1 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.

10.2.2 Supplemental City Contribution

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

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

For the 2022 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: $835.35
- Employee +1: $1,670.70
- Employee +family: $2,171.91

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 2022 monthly premium rates for the CalPERS Kaiser Bay Area plan at all coverage levels (i.e., employee only, employee + 1 and employee + family). Employees are responsible for the remaining fifty percent (50%) of any premium increases for the CalPERS Kaiser Bay Area plan. Employees electing medical plans and coverage levels that exceed the City's maximum contribution are responsible for paying the difference through automatic payroll deduction.

10.2.3 Opt Out Election

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

10.3 Dental Insurance Plan

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

10.4 Vision Plan

The City shall pay the cost of providing each eligible Employee and their eligible dependents vision coverage under a group insurance plan.

10.5 Life Insurance and Accidental Death and Dismemberment Insurance
The City shall pay the cost of providing each Employee with a group term life insurance policy in effect at the time of this resolution in an amount equal to twice the employee's gross annual salary, rounded to the nearest one thousand dollar ($1,000) increment. The City shall also provide and pay for Accidental Death and Dismemberment insurance. The City's payment shall cease upon the employee's separation from City service, but the Employee may elect to retain such policy (if conversion is available) at their sole expense.

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

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

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

10.9 Retiree Medical Insurance - **Employees Hired Before May 1, 2018**

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

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

For 2022, the City's contributions for annuitants are as follows:

Coverage:	Kaiser Rate:	Total Employer Contribution:	% of Premium:	Retiree Pays:
Retiree	857.06	835.35	97.47%	21.71
Retiree + 1	1,714.12	1,670.70	97.47%	43.42
Retiree + Family	2,228.36	1,847.26	82.90%	381.10

10.9.2 Effective August 1, 2012, all active Employees who will be eligible for retiree medical benefits described in this Section 10.9 will have the City reduce their pay by $50 semi-monthly by payroll deduction and have the City contribute such amounts to retiree benefits.

10.10 Retiree Medical - **Employees Hired On or After May 1, 2018**
For Employees hired on or after May 1, 2018, the City's maximum contribution toward CalPERS retiree medical coverage shall be the PEMHCA minimum contribution as determined by CalPERS under Government Code Section 22892. Employees hired on or after May 1, 2018, are not eligible for the Retiree HRA described in Section 10.9.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 Auto Allowance – Certain Employees
For use of their personal automobile for official business, the City shall provide to the Employees listed in the following table an automobile allowance in the amounts stated:

Title:	Amount per month
Assistant City Administrator/City Clerk	$250.00
Finance Director	$200.00
Planning & Building Director	$450.00
Public Works Director	$416.67
Recreation Director	$416.67

11.1.2 Alternative Auto Allowance – Public Works Director
The Public Works Director shall have the option of terminating the Auto Allowance in Section 11.1, and substituting a City owned vehicle for official business provided this option is exercised consistent with the adopted budget for the fiscal year in which the change is made.

11.2 Auto Allowance – Fire Chief and Police Chief
The Fire Chief and Police Chief shall be entitled to use of a city vehicle for purposes of travel to and from work and for transportation in connection with City business. The City shall pay for public liability, property damage and comprehensive insurance and for the purchase, registration, operation, maintenance, repair and regular replacement of said vehicles. Although use of said vehicles are for the purpose described above, occasional personal use by the Employees only is permitted for emergencies, or where it would be impractical to substitute the Employee's personal vehicle. In no case shall such personal use include vacation use of the City vehicle, nor shall such vehicle be allowed for personal use at a distance more than twenty-five (25) miles from such employee's residence.

11.3 Termination of Employment

11.3.1 Voluntary Resignation
Employees may resign at any time and agree to give City at least thirty (30) days advance notice of the effective date of Recreation Director's resignation, unless the City and the Employee otherwise agree in writing.

11.3.2 Severance Pay for all Employees Except the Police Chief

Upon termination or resignation requested by the City, Employees, except for the Police Chief, shall only be entitled to the compensation accrued up to their date of separation from employment. Employees shall not be entitled to any severance pay or benefits upon separation from employment beyond a one-month equivalent of base salary as set forth in Section 3 and one month of benefit coverage as set forth in Section 10 of this Resolution, unless mutually agreed to in writing by the City and the Employee. Any severance pay is subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 and 53261. This Section 11.3.2 shall not apply, and the Employee will not be paid any severance or benefits, in the event of an Employee's voluntary resignation or removal from office involving conviction of a felony, gross negligence or dereliction of duty, dishonest or immoral conduct, intemperance which interferes with job performance or conviction of a misdemeanor involving moral turpitude.

11.3.3 Severance Pay for the Police Chief

Upon termination or resignation requested by the City Council, the City will provide the Police Chief with at least three (3) months base pay as set forth in Section 3 and at least three (3) months benefit coverage as set forth in Section 10 of this Resolution, unless mutually agreed to in writing by the City and the Police Chief. Any severance pay is subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 and 53261. This Section 11.3.3 shall not apply, and the Police Chief will not be paid any severance or benefits, in the event of the Police Chief's removal from office involving conviction of a felony, gross negligence or dereliction of duty, dishonest or immoral conduct, intemperance which interferes with job performance or conviction of a misdemeanor involving moral turpitude.

11.3.4 Termination of Employment – Fire Chief and Police Chief

If the Fire Chief position or the Police Chief position is eliminated due to a new contractual arrangement with another entity, and said entity does not offer the employee's whose position was eliminated a position within the entity, the City will provide the employee with six (6) months' severance pay. Any severance pay is subject to and shall be interpreted to comply with the limitations set forth in Government Code sections 53260 and 53261.

11.4 Community Activity Reimbursement

Upon approval of the City Administrator, an Employee may be reimbursed up to a maximum of two hundred ($200) per year for attendance at community activities.

11.5 Professional Development Reimbursement

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

To be eligible for approval for reimbursement, the subject matter content of the course is

related to the Employee's work assignment promotional opportunities, transfer opportunities, or the course is required for the attainment of a degree or certificate program.

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

Maximum reimbursement per fiscal year is as follows:

Title:	Amount:
Assistant City Administrator/City Clerk	$1,500.00
Finance Director	$3,000.00
Planning & Building Director	$2,000.00
Public Works Director	$1,000.00
Recreation Director	$1,000.00
Fire Chief	$2,000.00
Police Chief	$2,000.00

11.6 Funeral Benefit for Police Chief

A funeral benefit of fifteen thousand dollars ($15,000) will be provided by the City for death of the Police Chief directly related to duty.

11.7 Uniform Allowance

The Fire Chief and Police Chief will receive a semi-monthly uniform allowance in the same amount provided to the Firefighters and Police Officers. The current semi-monthly allowance for the Fire Chief is $54.50, and Police Chief is $62.50.

11.8 Police Chief Salary Review

Sometime before March 2023, the Council will consider an adjustment to the Police Chief's salary.

11.9 Training and Conference Reimbursement for the Police Chief

The City will reimburse to the Police Chief all expenses related to mandatory POST executive training. If the Police Chief should voluntarily resign within the first two (2) years of employment, the costs advanced for the executive training programs shall be reimbursed by the Police Chief to the City of Piedmont. Additionally, the City will reimburse all reasonable expenses related to travel, lodging, meals and fees, for the Police Chief's attendance at the California Police Chiefs and International Association of Chiefs of Police annual conferences.

11.10 Child Care Programs

Employees' children are eligible to attend the Piedmont Recreation Department (PRD) preschool program, Schoolmates programs and PRD run Summer Camps at no charge. Eligibility to attend these programs are based upon availability.

11.11 At-Will Status

Employees are at-will and serve at the pleasure of the City Administrator as provided in City Charter section 3.02 and City Code section 2.26.

BE IT FURTHER RESOLVED that Resolution Numbers 24N-18, 24O-18, 24Q-18, 24R-18, 71-19, 99-2020, and 25-2021 are hereby rescinded, and that this resolution shall constitute the sole statement of compensation and benefits for Management Personnel of the City of Piedmont until modified by the Council.

I certify that the foregoing resolution was passed and adopted at a regular meeting of the Piedmont City Council on February 22, 2022, by the following vote:

Ayes: Andersen, Cavenaugh, King, Long, McCarthy
Noes: None
Absent: None

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

RESOLUTION 72-2022

WHEREAS, the City Council approved Resolution 12-2022 on February 22, 2022, which set employment and compensation details for management employees for the period of July 1, 2021 through June 30, 2025; and

WHEREAS, Section 11.8 of the Resolution 12-2022 committed the City to review the salary of the Police Chief before March 2023; and

WHEREAS, in September and October 2022, the City Council did review the salary of the Police Chief; and

WHEREAS, based upon this review, it is recommended that the Police Chief's salary be adjusted by 2.74%, for an annual base salary of $245,000, which is consistent with the City's practice of being within 3% of median of our comparable cities.

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

1. Section 3.1.2 of Resolution 12-2022 is hereby amended to read as follows:

	Effective 7/1/21	Effective 7/1/22	Effective 7/1/23	Effective 7/1/24
Assistant City Administrator/City Clerk	$13,905	$14,322	$14,787	$15,268
Finance Director	$16,230	$16,717	$17,260	$17,821
Fire Chief	$18,883	$19,449	$20,081	$20,734
Planning & Building Director	$15,447	$15,910	$16,427	$16,961
Public Works Director	$15,810	$16,284	$16,813	$17,360
Recreation Director	$15,835	$16,310	$16,840	$17,387
	Effective 7/1/21	Effective 11/8/22	Effective 7/1/23	Effective 7/1/24
Police Chief	$19,293	$20,417	$21,081	$21,766

2. In accordance with CalPERS Regulations, the City's Public Pay Schedule will be updated to reflect the above.

[END OF RESOLUTION]