



The City of **South**
San Francisco

Compensation Plan
between the
Public Safety Managers
and the
City of South San Francisco

July 1, 2014 through June 30, 2016
(Extended through June 30, 2017
Per Side Letter Agreement)

City of South San Francisco
Public Safety Managers Compensation Plan
Table of Contents
July 1, 2014 through June 30, 2016

<i>Article</i>	<i>Title</i>	<i>Page</i>
1	Public Safety Managers Defined	1
2	Salary	1
	2.1 Definitions	1
	2.1.1 Base Pay	1
	2.1.2 Enhanced Pay	1
	2.2 Wage Rates	1
	2.3 Classification Compaction–Police	1
	2.4 Classification Compaction–Fire	1
	2.5 Salary Schedule	2
	2.6 Temporary Assignment to a Higher-level Positions	2
	2.7 Salary Survey	2
	2.7.1 PSM Fire	2
	2.7.1.1 2014 PSM Fire Salary Survey.....	2
	2.7.1.2 2015 PSM Fire Salary Survey.....	2
	2.7.2 PSM Police.....	3
	2.7.2.1 2015 PSM Police Salary Survey	3
	2.8 Off-Salary-Schedule Lump-Sum Payment.....	3
3	Other Pay	3
	3.1 Longevity Pay.....	3
	3.1.1 After 15 Years of Service	3
	3.1.2 After 20 Years of Service	3
	3.2 Extra Shift Premium Pay.....	3
	3.2.1 Qualifying Shifts.....	3
	3.2.2 Disaster/Emergency Response.....	3
	3.2.3 Compensation Amount	4
	3.2.4 Department Head Review	4
	3.2.5 No Effect on Employee’s Right to Overtime.....	4
	3.3 Uniform Allowance	4
4	Payment of Compensation.....	4
5	Health and Welfare Benefit Plans	4
	5.1 Medical Insurance	4
	5.1.1 Available Medical Plans.....	4
	5.1.2 Payment of Premium Costs	4
	5.1.2.1 Employee HMO Medical Premium Share	4
	5.1.2.2 Employee Non-HMO Medical Premium Cost.....	5
	5.1.3 Effective Date of Coverage	5
	5.1.4 Domestic Partner Coverage.....	5
	5.2 Dental Insurance.....	5

<i>Article</i>	<i>Title</i>	<i>Page</i>
	5.2.1 Core Dental Plan	5
	5.2.2 Payment of Premium Costs	5
	5.2.3 Effective Date of Coverage	5
	5.2.4 Buy-Up Dental Plan	5
5.3	Vision Insurance	5
	5.3.1 Available Plan	5
	5.3.2 Payment of Premium Costs	5
	5.3.3 Effective Date of Coverage	5
5.4	Discretionary Benefit Option	5
	5.4.1 Proof of Alternate Insurance	6
	5.4.2 Exercising the Option	6
5.5	Life and Accidental Death and Dismemberment Insurance	6
	5.5.1 Term Life Value	6
	5.5.2 AD&D Value	6
	5.5.3 Payment of Premium Costs	6
	5.5.4 Effective Date of Coverage	6
	5.5.5 Supplemental Life Insurance	6
5.6	Disability Insurance Program	6
	5.6.1 Short-term Disability	6
	5.6.2 Long-term Disability	6
	5.6.3 Payment of Premium Costs	6
	5.6.4 Effective Date of Coverage	6
5.7	Section 125 Plan	6
	5.7.1 Health Care Reimbursement	7
	5.7.2 Dependent Care Reimbursement	7
	5.7.3 Group Insurance Premium Plan	7
5.8	Section 457 Deferred Compensation Plan	7
5.9	Retirement Plan	7
	5.9.1 Retirement Formula	7
	5.9.1.1 3% at age 50	7
	5.9.1.2 3% at age 55	7
	5.9.1.3 2.7% at age 57	7
	5.9.2 Optional Provisions Added	7
	5.9.2.1 Survivor Allowance	7
	5.9.2.2 Military Service Credit	7
	5.9.2.3 Sick Leave Service Credit	7
	5.9.3 Employee Contributions to Retirement System	7
	5.9.4 IRS Tax Exemption	7
5.10	Education Expense Reimbursement Program	8
	5.10.1 Education Expense Reimbursement Amount	8
	5.10.2 Written Approval	8
	5.10.3 Reimbursement Request	8

<i>Article</i>	<i>Title</i>	<i>Page</i>
5.11	Retirement Health Savings (RHS) Plan	8
	5.11.1 Mandatory Employee Contributions	8
	5.11.2 Mandatory Employee Leave Contributions for PSM-Police	8
5.12	Retired Employee Benefits.....	8
	5.12.1 Group Medical Insurance for Qualifying Retirees	8
	5.12.2 Medical After Retirement Account	9
	5.12.3 Group Dental Insurance for Qualifying Retirees	9
	5.12.4 Group Vision Insurance for Qualifying Retirees	9
5.13	Deceased Employee/Retiree Benefits	9
6	Holidays.....	9
6.1	Monday through Friday Employees	9
6.2	Continuous Service Employees.....	9
	6.2.1 Shift Holiday Pay for Battalion Chiefs Assigned to a 56-Hour Schedule	10
	6.2.1.1 Prior to January 2, 2015	10
	6.2.1.2 Effective January 2, 2015	10
	6.2.2 Shift Holiday Pay for Continuous Service Employees Other than 56-hour Battalion Chiefs	10
6.3	Paid Status Before and After a Holiday	10
6.4	Observed Full-day Holidays.....	10
6.5	Observed Half-day Holidays	10
6.6	National Day.....	10
6.7	Days of Holiday Observation	10
6.8	Discretionary Holiday	11
6.9	Holidays Worked for Monday through Friday Staff.....	11
7	Leaves.....	11
7.1	Vacation Leave.....	11
	7.1.1 Accrual Schedule	11
	7.1.2 Vacation Maximum Accrual.....	11
	7.1.3 Vacation Leave Conversions for Battalion Chiefs Appointed into Unit on or after 7/1/2010.....	12
	7.1.4 Vacation Leave Conversions for Battalion Chiefs Appointed into Unit on or after 7/1/2010 and are Working a 40-hour Schedule Prior to the Adoption of this MOU	12
	7.1.5 Payment on Separation	12
	7.1.6 Vacation Leave Usage	12
7.2	Administrative Leave	12
	7.2.1 Accrual and Usage	12
	7.2.2 Supplemental Administrative Leave.....	12
	7.2.2.1 Qualifying for Supplemental Leave	12
	7.2.2.2 Recommending Supplemental Leave	13
	7.2.2.3 Unused Supplemental Leave	13

<i>Article</i>	<i>Title</i>	<i>Page</i>
7.3	Non-industrial Sick Leave.....	13
	7.3.1 Accrual.....	13
	7.3.2 Sick Leave Conversion.....	13
	7.3.2.1 Battalion Chiefs Appointed into Unit Prior to 7/1/2010.....	13
	7.3.2.2 Battalion Chiefs Appointed into Unit on or after 7/1/2010.....	13
	7.3.3 Usage.....	13
	7.3.3.1 Fire Shift Employees.....	13
	7.3.4 Definition of a Separation from City Employment as a Result of a Work-related Injury or Illness.....	14
	7.3.5 Payment of Unused Accrued Sick Leave.....	14
	7.3.5.1 Hours Payable.....	14
	7.3.5.2 Rate of Pay.....	14
	7.3.6 PERS Service Credit.....	14
	7.3.7 Sick Leave Management Policy.....	14
	7.3.7.1 Review Standard.....	15
7.4	Medical Appointment Leave.....	15
7.5	Sick Leave as Paid Family Care Leave (“Kin Care”).....	15
	7.5.1 Definition of Family Member for Sick Leave as Family Leave Purposes.....	15
	7.5.2 Leave Amount.....	15
	7.5.3 Usage.....	15
	7.5.4 Concurrent Use of Leave.....	15
	7.5.5 Leave Accounting.....	15
7.6	Bereavement Leave.....	15
	7.6.1 Definition of Family Member.....	15
	7.6.2 Leave Within California.....	15
	7.6.3 Leave Outside California.....	16
7.7	Industrial Injury Leave.....	16
7.8	Military Leave.....	16
7.9	Pregnancy Disability and Childcare Leave.....	16
7.10	Disability Leave.....	16
	7.10.1 Employment Separation.....	16
	7.10.2 Unpaid Leave of Absence.....	16
	7.10.3 90-day Qualification Period.....	16
8	Recreation Facilities and Programs.....	17
	8.1 Admission to Classes.....	17
	8.2 Use of Facilities.....	17
9	Grievance Procedure.....	17
10	Disciplinary Action.....	17
11	Administration of Compensation Plan.....	17
	11.1 Full and Entire Agreement.....	17
	11.2 Administration of Plan.....	17

<i>Article</i>	<i>Title</i>	<i>Page</i>
	11.3 Annual Meeting	17
12	Signatures	18
	Appendix A Public Safety Managers Classifications.....	19
	Appendix B Side Letter Agreement	19

Public Safety Managers Compensation Plan

July 1, 2014 through June 30, 2016

This Public Safety Managers Compensation Plan sets forth those salaries, benefits, and terms and conditions of employment for those employees in the Public Safety Managers Unit (hereafter, referred to as “employee”), in effect for the period beginning July 1, 2014 and continuing through June 30, 2016, and thereafter unless modified by the City Council.

Article 1. Public Safety Managers Defined

The Public Safety Managers Unit shall consist of all full-time regular employees in the positions designated in Appendix A, which are included in the exempt service of the City of South San Francisco, and also includes such classifications as may be added to this Unit by the City at a later date.

Article 2. Salary

2.1 *Definitions—*

2.1.1 *Base Pay*—Base pay is the rate of compensation paid for a specified classification of employment, excluding any other payments.

2.1.2 *Enhanced Pay*—Enhanced pay is base pay plus incentive pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced rate of pay.

2.2 *Wage Rates*—There will not be any across-the-board base wage rate increase during this contract.

2.3 *Classification Compaction—Police*—To ensure an adequate salary spread for the Police Service Public Safety Managers, the top step of the salary schedule for the Police Lieutenant classification shall be 29.5% above the top step of the Police Sergeant classification. The top step of the salary schedule for the Police Captain classification shall be 14% above the top step of the Police Lieutenant classification. Effective July 5, 2013, following the results of the classification and compensation study conducted of sworn Police Association employees, the City will make any salary adjustment for Police Service Public Safety Managers based on this calculation. Effective July 4, 2014, following the results of the classification and compensation study conducted of sworn Police Association employees, the Police Public Safety Managers will receive a 2.41% increase in total compensation.

2.4 *Classification Compaction—Fire*—To ensure an adequate salary spread for the Fire Service Public Safety Managers, the top step of the salary schedule for the Fire Battalion Chief classification, including all incentives, shall be no less than 15% above the top step

- of the Fire Captain classification, including all incentives. The Fire Battalion Chief and Deputy Fire Chief classifications shall maintain the same salary spread as currently in place.
- 2.5 *Salary Schedule*—Each unit-covered position shall contain 5 pay steps. Employees in these positions may progress through the salary schedule based on satisfactory performance, but no sooner than 6 months between steps 1 and 2, and 12 months between steps 2, 3, 4, and 5.
- 2.6 *Temporary Assignment to Higher-level Positions*—An employee assigned to the full scope of the duties of a higher classification shall not be paid the salary of that higher classification unless the employee serves in that capacity for 30-calendar days or more. If this occurs, the employee shall receive the pay of the higher classification commencing with the first day of said service. An employee so assigned must meet the minimum qualifications for the position to which assigned.
- 2.7 *Salary Survey*—In the event of a salary survey, the fifty-fifth (55th) percentile of total compensation shall serve as the basis for determining total compensation for all bargaining unit personnel.
- 2.7.1 *PSM Fire*—The salary survey methodology for determining compensation for the Public Safety Managers Unit Fire employees shall be as follows— a) data regarding total compensation (i.e., base salary plus employer-paid benefits) will be collected from the same ten survey cities; (b) the data regarding the cities' total compensation will be ranked, from highest to lowest total compensation.(c) the cities with the highest and lowest total compensation as well as the City's own data, will be discarded before computing the average total compensation; (d) the remaining cities' total compensation will be calculated at the 55th percentile; (e) the 55th percentile of total compensation will then be compared to the City's total compensation to get the percent difference in the City's total compensation compared to the remaining cities; (f) the percent difference will then be used to adjust the City's compensation, unless the current City compensation is higher, in which case no change to the total compensation will be made; (g) the City will set the Public Safety Managers Unit employees' total compensation package at the 55th percentile of the marketplace based on this computation.
- 2.7.1.1 *2014 PSM Fire Salary Survey*—Based on the October 2014 Bay Area ERS salary survey for all Fire classifications in the bargaining unit, Fire unit employees will be subject to an increase in total compensation effective July 4, 2014.
- 2.7.1.2 *2015 PSM Fire Salary Survey*—Before the first full pay period in July 2015, the City shall conduct a salary survey for all Fire classifications in the bargaining unit consistent with the methodology used in the underlying Fire unit. All classifications shall be brought up to the 55th percentile of total compensation effective the first full pay period in July 2015. This study shall include the medical premium cost sharing effective July 1, 2015. Classifications not receiving wage adjustments in July 2015 shall receive a one-time off salary schedule lump sum in the amount of \$1,000.

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- 2.7.2 *PSM Police*—The City shall follow the same salary survey methodology developed by the professional management consultant in the 2012 Police Association study, including the appropriate labor market, survey agencies, and benchmark positions. The retiree health savings (RHS) account employer cost as part of Total Compensation shall not be included as a data point until such time that a unit member is subject to the RHS benefit.
- 2.7.2.1 *2015 PSM Police Salary Survey*—Before the first full pay period in July 2015, the professional salary survey shall be updated for all Police classifications in the bargaining unit. All classifications shall be brought up to the 55th percentile of total compensation effective the first full pay period in July 2015. This study shall include the medical premium cost sharing effective July 1, 2015. Classifications not receiving wage adjustments in July 2015 shall receive a one-time off salary schedule lump sum in the amount of \$1,000.
- 2.8 *Off-Salary Schedule Lump-Sum Payment*—Effective upon ratification and adoption of this agreement all bargaining unit employees shall receive a one-time off-salary-schedule lump sum payment in the amount of \$1,000.

Article 3. Other Pay

- 3.1 *Longevity Pay*—Public Safety Managers Unit employees hired prior to July 1, 2012 will receive an additional compensation based on total years of full-time, regular employee City service, according to the following schedule:
- 3.1.1 *After 15 Years of Service*—Each employee who has completed 15 years of service shall have 1.5% increase in pay added to the employee's base hourly rate of pay for each hour in paid status.
- 3.1.2 *After 20 Years of Service*—In addition to 3.1.1 above, each employee who has completed 20 years of service shall have an additional 1.0% increase in pay added to the employee's base hourly rate of pay for each hour in paid status.
- Longevity Pay is not available for employees hired on or after July 1, 2012.
- 3.2 *Extra Shift Premium Pay*—Employees in the Battalion Chief and Police Lieutenant classifications are eligible to receive extra shift pay for working an extra work shift for which they are not normally scheduled. This pay does not apply when a Battalion Chief or Lieutenant is required to attend meetings or complete assignments outside his/her regular work schedule.
- 3.2.1 *Qualifying Shifts*—Extra shift pay is only for work as defined above beyond the employee's normal work schedule and is not for hours needed to attend meetings or complete assignments.
- 3.2.2 *Disaster/Emergency Response*—Extra shift premium pay shall apply to all affected employees involved in a reimbursable disaster requiring emergency response.

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- 3.2.3 *Compensation Amount*—Battalion Chiefs will be compensated at 1.5 times what would be their 56-hour per week hourly rate of pay for each hour of the full shift worked. Police Lieutenants will be compensated at 1.5 times what would be their 40-hour per week hourly rate of pay for each hour of the shift worked. This pay may or may not be PERSable as determined by PERS.
 - 3.2.4 *Department Head Review*—The respective Police Chief or Fire Chief, or their respective designees, will have the absolute discretion to determine the specific shifts that qualify for this program, with no appeal rights for the employee.
 - 3.2.5 *No Effect on Employee's Right to Overtime*—Extra Shift Premium Pay is not overtime pay and the parties agree that this provision does not impact Battalion Chiefs' and Lieutenants' exempt status under the Fair Labor Standards Act.
 - 3.3 *Uniform Allowance*—Subject to Department rules, each employee may receive up to \$1,000 per fiscal year for the purchase and maintenance of approved uniform items.

Article 4. Payment of Compensation

Each employee shall be compensated on a biweekly basis. Payment will normally be made on the Thursday immediately following the conclusion of the City payroll period. Each payperiod consists of 14-calendar days and begins on Friday, which is the first day of the payperiod and ends on the Thursday the last day of the payperiod. Employees who are on continuous paid regular service for a partial payperiod shall receive pro-rated compensation for the payperiod at the rate of 1/80th of the employee's biweekly salary rate for each hour of the payperiod that the employee was on continuous paid regular service. All 56-hour employees shall receive prorated compensation for the payperiod at the rate of 1/112 of the employee's biweekly salary rate for each hour of the payperiod that the employee was on continuous paid regular service.

Article 5. Health and Welfare Benefit Plans

Full-time regular employees shall be eligible to receive insurance benefits, subject to the terms and conditions of the City's contracts with health insurance providers, as follows:

5.1 *Medical Insurance*—

5.1.1 *Available Medical Plans*—Eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the plans the City has with the carriers, subject to the terms and conditions of the City's contract with the providers. Should the City determine that a change in medical plan providers is warranted, the City will consult with a representative from this bargaining unit to assist in assessing a change in plan providers.

5.1.2 *Payment of Premium Costs*—The City shall pay the equivalent of the HMO premium cost for employees and their dependents to the insurance provider for the plan selected by each employee.

5.1.2.1. *Employee HMO Medical Premium Share*—Effective July 1, 2015, the employee shall contribute 10% of the Kaiser Permanente HMO premium

cost based on coverage size (single, two, family) and regardless of plan selection. The City shall cap the medical premium cost sharing for 7/1/2015 through 6/30/2016 as follows:

Employee HMO Premium	Single	Two	Family
Cost Share	\$58.00	\$117.00	\$165.00

- 5.1.2.2. *Employee Non-HMO Medical Premium Cost*—In addition, employees enrolled in more expensive plans than the HMO plans pay the difference between the HMO rate and the premium rate for their selected plan based on plan provider and coverage size (single, two, family).
- 5.1.3 *Effective Date of Coverage*—The effective date of health insurance shall be the first of the month following the date of hire, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.1.4 *Domestic Partner Coverage*—Effective 9/1/2002, domestic partner benefits, subject to state and federal regulations and City requirements, are available to eligible members.
- 5.2 *Dental Insurance*—
 - 5.2.1 *Core Dental Plan*—Eligible employees and their dependents shall be provided dental insurance through Delta Dental Plan of California.
 - 5.2.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
 - 5.2.3 *Effective Date of Coverage*—Coverage is effective on the first day of the month following completion of 6 full-months of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
 - 5.2.4 *Buy-Up Dental Plan*—Subject to the terms and conditions of the City’s contract with the provider, employees may participate in an enhanced dental plan by paying the additional coverage costs over the core dental plan.
- 5.3 *Vision Insurance*—
 - 5.3.1 *Available Plan*—Eligible employees and their dependents shall be provided Vision Service Plan with tint coverage.
 - 5.3.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
 - 5.3.3 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.
- 5.4 *Discretionary Benefit Option*—An employee may elect to receive \$550 per month in deferred compensation monies in lieu of medical, dental, and vision benefits through the City.

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- 5.4.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate medical insurance and will be held responsible for maintaining own medical insurance benefits through the alternate source.
- 5.4.2 *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may change the discretionary benefit option once each year during the open enrollment period for medical plans, or at another time during the year provided the employee can demonstrate to the City’s satisfaction a bona-fide need.
- 5.5 *Life and Accidental Death and Dismemberment Insurance:*
- 5.5.1 *Term Life Value*—The Term Life Insurance for employees has a face value of \$50,000.
- 5.5.2 *AD&D Value*—Accidental Death and Dismemberment Insurance available for employees has a face value of \$50,000.
- 5.5.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance provider.
- 5.5.4 *Effective Date of Coverage*—Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.
- 5.5.5 *Supplemental Life Insurance*—Employees have the option of purchasing supplemental life insurance based on the terms and conditions of the City’s contract with the insurance provider.
- 5.6 *Disability Insurance Program*—Subject to the terms and conditions of the City’s contract with the provider, full-time employees shall be provided Short-term Disability (STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss.
- 5.6.1 *Short-term Disability*—After a 20-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.
- 5.6.2 *Long-term Disability*—After a 90-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.
- 5.6.3 *Payment of Premium Costs*—The City shall pay the premium costs for medical, dental, vision, and life insurance for eligible employees to the insurance providers while the employee is receiving short-term or long-term disability payments.
- 5.6.4 *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.
- 5.7 *Section 125 Plan*—Based on the terms and conditions of the City’s plan, each employee may participate in the IRS-defined Section 125 plan.

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- 5.7.1 *Health Care Reimbursement*—This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan. The employee may contribute up to \$2,500.
 - 5.7.2 *Dependent Care Reimbursement*—This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan. The employee may contribute up to \$5,000.
 - 5.7.3 *Group Insurance Premium Plan*—This program allows employees to pay their portion of insurance premiums with pre-tax dollars.
 - 5.8 *Section 457 Deferred Compensation Plan*—Employees are eligible, subject to the terms and conditions thereof, to participate in the deferred compensation plans available to City employees.
 - 5.9 *Retirement Plan*—Employees shall participate in the Public Employees’ Retirement System (PERS) Local Safety Members plan.
 - 5.9.1 *Retirement Formula*—
 - 5.9.1.1 *3% at age 50*—Classic Members as defined by CalPERS who are hired before April 24, 2010 will be provided a retirement benefit formula of 3% at age 50 with one-year final compensation.
 - 5.9.1.2 *3% at age 55*—Classic Members as defined by CalPERS who are hired on or after April 24, 2010 will be provided a retirement benefit formula of 3% at age 55 with 3-year final compensation.
 - 5.9.1.3 *2.7% at age 57*—New Members as defined by the Public Employees’ Pension Reform Act (PEPRA) who are hired on or after January 1, 2013 will be provided a retirement benefit formula of 2.7% at age 57 with 3-year final compensation.
 - 5.9.2 *Optional Provisions Added*—Optional Public Agency provisions under the Public Employees’ Retirement System shall also be as set forth for the respective specific police and fire units. They are generally as follows:
 - 5.9.2.1 *Survivor Allowance*—1959 Survivor Allowance as set forth in the Public Employees’ Retirement Law (PERL), third tier benefits.
 - 5.9.2.2 *Military Service Credit*—Military Service Credit as public service as set forth in PERL.
 - 5.9.2.3 *Sick Leave Service Credit*—Sick Leave Service Credit as set forth in PERL.
 - 5.9.3 *Employee Contributions to Retirement System*—Employees will pay the employee portion to the Public Employees’ Retirement System in accordance with the rules and regulations governing such contributions.
 - 5.9.4 *IRS Tax Exemption*—The City has obtained a 414(h)(2) exemption from the Internal Revenue Service granting a deferral from federal withholding taxes of that portion of the employees contribution to PERS that was at one time paid by the City. The exemption is for all employees in the Unit. Employees are responsible for individual PERS contributions and receive the 414(h)(2) exemption. Employees at 3% at age 50 and 3% at age 55 contribute 9% of pay.

Employees at 2.7% at age 55 contribute one-half of the normal cost, not to exceed 12%.

5.10 *Education Expense Reimbursement Program*—All full-time regular employees are eligible to participate in this program.

5.10.1 *Education Expense Reimbursement Amount*—An employee who takes a course at an accredited institution of learning shall be eligible to receive reimbursement of 50%, not to exceed \$2,000 per fiscal year for the costs of tuition, fees, and course materials. Reimbursement is made upon successful completion of the course and submission of a grade C or better or pass designation, if it is a pass/fail course. In order to qualify for reimbursement, the employee must do the following:

5.10.2 *Written Approval*—Prior to enrollment, the employee must receive the written approval of the department head. The employee will submit a description of the course and the request, briefly describing the manner in which the employee believes the course may advance the employee's career with the City and/or how the course is job-related. The department head will make a determination to accept or reject the request.

5.10.3 *Reimbursement Request*—The employee must then submit a request reimbursement to the City Manager, which includes the following:

- A copy of the department head's written approval of the course.
- A copy of the employee's grade for the course.
- Receipts for all expenses related to the course with a total amount requested for reimbursement.

5.10 *Retirement Health Savings (RHS) Plan*— Employees shall participate in the RHS Plan to the extent permitted under the existing RHS Plan policy.

5.11.1. *Mandatory Employee Contributions*—All employees shall contribute 1% of base pay each pay period effective pay period ending July 9, 2009.

5.11.2. *Mandatory Employee Leave Contributions for Public Safety Managers-Police*— Effective July 1, 2009, all employees shall contribute accrued leave to the RHS plan upon separation or retirement as follows:

- 100% of Unused Accrued Sick Leave Payout;
- 100% of Unused Accrued Administrative Leave Payout; and
- 100% of Unused Accrued Vacation Leave Payout.

5.11 *Retired Employee Benefits*—

5.12.1 *Group Medical Insurance for Qualifying Retirees*—An employee who was hired prior to the adoption of an alternate retiree medical plan by all City bargaining units similar to the plan described in Section 5.12.2. may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City's group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The monthly premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. Retirees will be required to pay any additional costs in order to

receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents. A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that un-retires from CalPERS and returns to active service with a CalPERS covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.

5.12.2 *Medical After Retirement Account (MARA)*—An employee who was hired after an alternate retiree medical plan is adopted for all City bargaining units will not be eligible to participate in the retiree medical insurance program described in 5.12.1. Instead,

- City will contribute one and one-half percent (1.5%) of such an employee's base salary toward a medical after retirement account
- Possible employee contribution
- VEBA, or similar vehicle such as RHS plan.

5.12.3 *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.

5.12.4 *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City sponsored vision insurance if the employee is enrolled in the City's group vision plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.

5.13 *Deceased Employee/Retiree Benefits*—The City will allow the spouse of a deceased employee/retiree to purchase insurance from a City-provided medical, dental, or vision plan at the City's premium rate, provided:

- There is no cost to the City.
- The health provider does not require a City contribution.
- The City is held harmless if the coverage is discontinued.

Article 6. Holidays

6.1 *Monday through Friday Employees*—All regular employees, who work a Monday through Friday schedule shall receive time off for each City holiday, except as otherwise noted.

6.2 *Continuous Service Employees—*

6.2.1 *Shift Holiday Pay for Battalion Chiefs Assigned to a 56-hour Schedule—* Employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regards to holidays shall receive shift holiday pay as follows. Shift holiday pay is compensated at the enhanced hourly rate of pay and is paid in addition to hours worked.

6.2.1.1 *Prior to January 2, 2015—*10.7% of their biweekly rate of pay for a full-day holiday and 5.35% of their biweekly rate of pay for a half-day holiday for each pay period in which the holiday occurs.

6.2.1.2 *Effective January 2, 2015—*4.9% of their biweekly rate of pay each pay period. 56-hour employees will not be entitled to paid time off for any of the City's recognized holidays.

6.2.2 *Shift Holiday Pay for Continuous Service Employees Other than 56-hour Battalion Chiefs—*Employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays, shall receive 8 hours of holiday pay for a full-day holiday and 4 hours of holiday pay for a half-day holiday. Holiday pay is compensated at the enhanced hourly rate of pay and is in addition to hours worked.

6.3 *Paid Status Before and After a Holiday—*All employees in paid status the entire day before, as well as the entire day after a holiday is observed by the City, shall be entitled to receive holiday compensation. Holiday time shall be considered as hours worked.

6.4 *Observed Full-day Holidays—*The City observes the following holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day Observed
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November	Day After Thanksgiving
December 25	Christmas Day

6.5 *Observed Half-day Holidays—*In addition, the City observes the following half-day holidays:

December 24	Christmas Eve Day
December 31	New Year's Eve Day

6.6 *National Day—*In addition, the City may observe any other day of national mourning or celebration, provided that it has been proclaimed by the City Council and it directs the closure of the City offices for public service. Any such day shall be granted only to those employees who are regularly scheduled to work on the day for which such day is proclaimed.

6.7 *Days of Holiday Observation—*Holidays which fall on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding

Friday. Half-day holidays shall be observed on the workday immediately proceeding the day upon which Christmas Day and New Year’s Day are observed.

6.8 *Discretionary Holiday*—Each full-time regular employee is eligible for one-full day holiday, in addition to the holidays observed by the City. Effective January 1, 2013, 56-hour employees shall be eligible for 12 hours of discretionary holiday and 40-hour employees shall be eligible for 8 hours of discretionary holiday each calendar year. The discretionary holiday accrues in the first pay period of each calendar year. New hires accrue the discretionary holiday upon their appointment as a regular employee with the City. Once accrued, this discretionary holiday should be used before vacation leave. An employee who has not used the discretionary holiday by the end of the last full payperiod in each calendar year shall forfeit this benefit that calendar year. Employees who have not used their discretionary holiday for 2012 may receive a payout in January 2013, but there will be no further payouts of discretionary holidays after that date.

6.9 *Holidays Worked for Monday through Friday Staff*—Monday through Friday Police Lieutenants and Fire Battalion Chiefs, who would normally not work holidays, may actually work 6 additional 8-hour holidays each year for straight-time compensation. The respective department head will determine specific holidays that qualify for this program. This additional payment may not be PERSable if the employees are not regularly schedule to work the holiday and work it by choice rather than being required to work the holiday by virtue of their schedule.

Article 7. Leaves

7.1 *Vacation Leave*—Each full-time regular employee shall earn and be granted vacation leave in accordance with the following accrual schedule:

7.1.1 *Accrual Schedule:*

Vacation Accrual Schedule	Hours Per Year	Hours Per Pay Period	PSM - 56 Appointed into Unit on or after 7/1/2010 Hours per Year	PSM - 56 Appointed into Unit on or after 7/1/2010 Hours Per Pay Period
1 st through 4 th years	120	4.62	216	8.31
5 th through 14 th years	160	6.16	288	11.08
15 th through 24 th years	200	7.69	360	13.85
25 th and succeeding years	240	9.23	432	16.62

7.1.2 *Vacation Maximum Accrual*—Employees may accumulate up to two times their annual accrual rate of vacation hours. Effective July 5, 2013, once an employee has accumulated two times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two year cap. After the annual excess vacation payout in January 2013, there will

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- be no further annual payouts of excess vacation, except that unit members may, on a one-time basis, cash out up to 48 hours between January 1 and July 5, 2013.
- 7.1.3 *Vacation Leave Conversions for Battalion Chiefs Appointed into the Unit on or after 7/1/2010*—An employee working 56-hour schedule changing to a 40-hour schedule will have accrued hours converted to a 40-hour equivalent by multiplying their balance of accrued vacation hours by a factor of .714286. Employees working a 40-hour schedule changing to a 56-hour schedule will have accrued hours converted to a 56-hour equivalent by multiplying their balance of accrued vacation hours by 1.4.
- 7.1.4 *Vacation Leave Conversions for Battalion Chiefs Appointed into the Unit on or after 7/1/2010 and are Working a 40-hour Schedule Prior to the Adoption of this MOU*—Employees working a 40-hour schedule returning to a 56-hour schedule will have accrued hours converted to a 56-hour equivalent by multiplying their balance of accrued vacation hours by 1.8.
- 7.1.5 *Payment on Separation*—An employee who retires or separates from City employment and who has unused accrued vacation time on record, shall be compensated at the employee's enhanced hourly rate of pay as of the date of separation for all such unused vacation hours in a manner consistent with Section 5.11 (RHS). Battalion Chiefs appointed into the unit prior to 7/1/2010 and who work a 56-hour workweek will have their hourly rate converted to the 40-hour equivalent and will be compensated in pay at the 40-hour rate.
- 7.1.6 *Vacation Leave Usage*—All employees in the Unit will use vacation leave on an hour-for-hour basis with the exception of Battalion Chiefs Appointed into Unit Prior to 7/1/2010.who will be charged 13.3 hours for every 24 hours off.
- 7.2 *Administrative Leave*—Each full-time regular employee shall be entitled to receive administrative leave in recognition of the City's expectation that members routinely and consistently perform their position duties during times in excess of the normal workweek.
- 7.2.1 *Accrual and Usage*—Administrative Leave of 40 hours per fiscal year shall be accrued on July 1st of each fiscal year. A new employee shall be entitled to receive administrative leave at the rate of 1.538 hours for each payperiod of employment remaining in the fiscal year during which the employee was hired. Administrative leave may not be carried forward from one fiscal year to the next and must be used before the commencement of the last payperiod of the fiscal year. There will be no payouts of unused administrative leave.
- 7.2.2 *Supplemental Administrative Leave*—Employees are also eligible to receive up to an additional 40 hours of administrative leave per fiscal year. It is recognized that not all employees will satisfy the eligibility criteria and only those satisfying the criteria may receive additional hours.
- 7.2.2.1 *Qualifying for Supplemental Leave*—To qualify for supplemental leave, an employee must be required to work additional hours substantially in excess of the customary workweek. The employee's department head will make the determination as to whether an employee is "required to work" additional hours. In making this determination, the department head will distinguish between that which is typical versus that which is

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- extraordinary. Illustrative of the factors to be considered are the extent to which an individual:
- Attends evening meetings and whether attendance is a recurring obligation.
 - Regularly performs City-related duties beyond usual working hours in response from direction by department head or designee.
- 7.2.2.2 *Recommending Supplemental Leave*—Once a department head has identified proposed supplemental hours, the recommendation shall be submitted to the City Manager for approval.
- 7.2.2.3 *Unused Supplemental Leave*—Supplemental administrative leave earned but not used may not be carried forward from one fiscal year to the next, nor may unused hours be converted to compensation.
- 7.3 *Non-industrial Sick Leave*—An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness, which is not industrially caused, shall be eligible to receive sick leave without loss of salary or benefits within the limits set forth below. An employee may also receive paid sick leave for time off from scheduled work for the purpose of going to appointments with medical doctors or dentists in instances where the employee is reasonably unable to arrange for such appointments to occur during non-work time provided that the time off be scheduled and approved by the employee's supervisor.
- 7.3.1 *Accrual*—Each employee will accrue sick leave at the rate of 8 hours per month, with the following exception— Battalion Chiefs appointed into the unit on or after 7/1/2010 and who work a 56-hour schedule will accrue 12 hours of sick leave per month of employment.
- 7.3.2 *Sick Leave Conversions*—
- 7.3.2.1 *Battalion Chiefs Appointed into Unit Prior to 7/1/2010*—Effective 7/1/2002, sick leave will not be converted at the time of appointment to a Unit-covered classification or at any other time during the employee's tenure in a Unit-covered classification.
- 7.3.2.2 *Battalion Chiefs Appointed into Unit on or after 7/1/2010*— An employee working 56-hour schedule changing to a 40-hour schedule will have sick leave accrued hours converted to a 40-hour equivalent by multiplying the balance of accrued hours by a factor of .7142857. Employees working a 40-hour schedule changing to a 56-hour schedule will have the balance of accrued hours converted to a 56-hour equivalent workweek by multiplying the accrued hours by 1.4.
- 7.3.3 *Usage*—All employees in the Unit will use sick leave on an hour-for-hour basis with the exception as defined below.
- 7.3.3.1 *Fire Shift Employees Appointed into Unit Prior to 7/1/2010*—56-hour shift employees who miss work for sick leave purposes will be charged for each day absent at 8-hours per day.

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- 7.3.4 *Definition of a Separation from City Employment as a Result of a Work-related Injury or Illness*—A separation arising out of a work-related disability, which is of a serious or life/threatening nature, that prohibits the employee from engaging in his/her usual or customary occupation or a similar occupation, and which severely limits the employee's mobility and ability to engage in productive and gainful employment with or without reasonable accommodation.
- 7.3.5 *Payment of Unused Accrued Sick Leave*—An employee shall receive a sick leave payout for unused accrued sick leave in the following circumstances:
- Death; or
 - CalPERS Disability Retirement; or
 - Full Service Retirement provided the following conditions are met:
 - 10 years of consecutive full-time City service; and
 - Simultaneous retirement from City service and receipt of a service retirement from CalPERS.
- 7.3.5.1 *Hours Payable*—An employee shall be entitled to be paid half of the employee's unused accrued sick leave at the time of the event, subject to a maximum. The maximum payable hours are 600 hours (50% of 1,200) for 40 hour employees or 840 hours (50% of 1,680) for Battalion Chiefs appointed into the unit on or after 7/1/2010 and who work a 56 hour workweek.
- 7.3.5.2 *Rate of Pay*—Payment of unused sick leave shall be made at the employee's enhanced hourly rate of pay in a manner consistent with Section 5.11 (RHS). Battalion Chiefs appointed into the unit prior to 7/1/2010 who work a 56-hour workweek will have their hourly rate converted to the 40-hour equivalent and payment for excess sick leave pursuant to this provision shall be made at the 40-hour rate.
- 7.3.6 *PERS Service Credit*—In addition to receiving a cash payoff for accumulated sick leave upon retirement as described above, an employee may apply all remaining sick leave hours as credit towards retirement through the Public Employees' Retirement System. The employee may also elect to not receive any cash payment and instead apply all of the unused accrued sick leave towards Sick Leave Service Credit for a PERS retirement. As sick leave service hours are reported to CalPERS in terms of days, 8 hours of unused, accrued, unpaid sick leave will be reported as 1 day of sick leave service credit. Battalion Chiefs appointed into the unit on or after 7/1/2010 and who work a 56-hour workweek will have their unused, accrued, unpaid sick leave hours converted to the 40 hour equivalent by multiplying the balance of sick leave hours by a factor of .7142857 and reported as 8 hours for each day of sick leave service credit.
- 7.3.7 *Sick Leave Management Policy*—The City's Sick Leave Management Policy Administrative Instruction defines abuse of sick leave as the use of sick leave for purposes other than illness or injury. Consistent with this policy, the monitoring, management, maximum sick leave use, and reporting should conform to a general City standard.

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- 7.3.7.1 *Review Standard*—Those employees exceeding 56 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.
- 7.4 *Medical Appointment Leave*—An employee may be granted up to 8 hours per year of leave without loss of salary or benefits for the purpose of going to appointments with medical doctors or dentists in instances where the employee is reasonably unable to arrange for such appointments to occur during non-work time. This leave is limited to the first 8 hours taken to attend medical appointments. All other hours taken for this purpose will be charged to sick leave.
- 7.5 *Sick Leave as Paid Family Care Leave (“Kin Care”)*—Employees accrue sick leave each year as defined in the sick leave section of this agreement. In recognition of Labor Code 233, effective 1/1/2000, employees are permitted to use up to half of their annual sick leave accrual, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.
- 7.5.1 *Definition of Family Member for Sick Leave as Family Leave Purposes*—A family member, as defined in Labor Code 233, shall include the employee’s spouse, domestic partner registered with the State of California, child, mother, and father.
- 7.5.2 *Leave Amount*—The combined total of hours taken for family care purposes pursuant to Labor Code section 233, including any leave used from the Paid Family Care Leave provision as defined above, if eligible, shall not exceed one-half of the employee’s annual accrual of sick leave.
- 7.5.3 *Usage*—Employees shall be charged kin care leave according to the Sick Leave Usage section of this agreement (i.e., employees appointed into the unit prior to 7/1/2010 shall be charged 8 hours per 24-hour kin care leave occurrence while employees appointed into the unit on or after 7/1/2010 shall take kin care leave at an hour-for-hour rate).
- 7.5.4 *Concurrent Use of Leave*—This leave may run concurrently with any family care leave permitted under federal or state law.
- 7.5.5 *Leave Accounting*—The accounting for sick leave as family care shall be on a payroll calendar year basis, effective the payperiod including January 1st of each year.
- 7.6 *Bereavement Leave*—An employee may be granted paid leave of absence upon the death or for the funeral of a family member as defined below.
- 7.6.1 *Definition of Family Member*—For the purposes of Bereavement Leave a family member shall include the employee’s spouse, domestic partner registered with the State of California, child, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. In addition, the department head may grant leave to an employee for some other person if, in the opinion of the department head, there exists or existed an extraordinarily close familial relationship between the employee and such other person.
- 7.6.2 *Leave Within California*—Employees working 40-hour workweeks may be granted up to a maximum of 24 hours of bereavement leave, per occurrence, and

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- employees working 56-hour workweeks will be granted up to 2 shifts for the death or for attending the funeral of a family member within California.
- 7.6.3 *Leave Outside California*—Employees working 40-hour workweeks may be granted up to a maximum of 40 hours of bereavement leave, per occurrence, and employees working 56-hour workweeks will be granted up to 3 shifts for the death or for attending the funeral of a family member outside California.
- 7.7 *Industrial Injury Leave*—An employee who is temporarily and/or partially disabled from performing work as a result of any injury or illness, which has been determined to be industrially caused necessitating absence from work, shall be entitled to receive paid injury leave without loss of salary or benefits as provided for in Labor Code Section 4850 and its related sections.
- 7.8 *Military Leave*—Military leave shall be granted in accordance with the applicable federal or state law.
- 7.9 *Pregnancy Disability and Childcare Leave*—Employees may be granted up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions or for reason of the birth or a child or the placement of a child with an employee in connection with adoption. These leaves may run concurrently with Pregnancy Disability, Family Medical Leave Act, or the California Family Rights Act.
- 7.10 *Disability Leave*—After an employee qualifies for long-term disability insurance benefits in accordance with the requirements of the City’s policy, the City shall determine whether to do the following:
- 7.10.1 *Employment Separation*—Separate the employee from his/her position if the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation.
- 7.10.2 *Unpaid Leave of Absence*—Grant the employee a leave of absence without pay for any period up to 365 calendar days or a reasonable extension thereof if there is medical documentation to support the fact that the employee should be able to return back to work to perform the essential functions of his/her job with or without accommodation at the end of the leave of absence. If the City grants an employee a leave of absence without pay for any period and the employee is unable to resume work prior to or at the expiration of such leave, the City may subsequently grant additional leave or separate the employee from City service. An employee, who has been granted a leave of absence without pay, may request and receive payment for any unused vacation accumulated by the employee. The City will continue to pay medical, dental, and vision insurance premiums for a disabled employee until the date upon which employee is separated from City employment.
- 7.10.3 *90-day Qualification Period*—In cases where an employee has applied for and qualified for long-term disability benefits, the City will not separate an employee until the employee from City service until the 90-day qualification period has expired, unless the City and the employee agree to an earlier separation date.

Article 8. Recreation Facilities and Programs

- 8.1 *Admission to Classes*—All regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period. (Lab fees or ingredient fees not included.)
- 8.2 *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee's non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the department responsible for the program.

Article 9. Grievance Procedure

Classified employees are eligible to invoke the Grievance Procedures as noted in the City of South San Francisco Personnel Rules and Regulations.

Article 10. Disciplinary Action

The City shall take disciplinary action against a classified employee following the procedures set forth in the City of South San Francisco Personnel Rules and Regulations.

Article 11. Administration of Compensation Plan

- 11.1 *Full and Entire Agreement*—Public Safety Managers Unit Compensation Plan sets forth the full and entire compensation program for members of the group and prior or existing agreements regarding these matters, whether formal or informal, are hereby superceded or terminated in their entirety. In the event that the provisions of this Compensation Plan are found to be in conflict with a City rule, regulation, or Agreement, the provisions of this Plan shall prevail over such conflicting rule regulation, or agreement.
- 11.2 *Administration of Plan*—The City Manager through the Human Resources Director shall administer the Compensation Plan and may establish such policies, rules, and regulations as are deemed appropriate to the effective administration of the Plan. Employees shall comply with such policies, rules, and regulations as established by the City Manager, who shall be empowered for any purpose deemed by the City Manager to be appropriate to the circumstances.
- 11.3 *Annual Meeting*—On a yearly basis, or more frequently if needed, and prior to making any revisions to this Compensation Plan, the City will meet with members of the Public Safety Managers Unit.

Article 12. Signatures

Except as amended herein and hereby, all terms and conditions of the Compensation Plan between the City of South San Francisco and the Public Safety Managers as set forth originally in the Plan for the period of July 1, 2014 through June 30, 2016 shall remain in full force and effect for the contract term set forth herein.

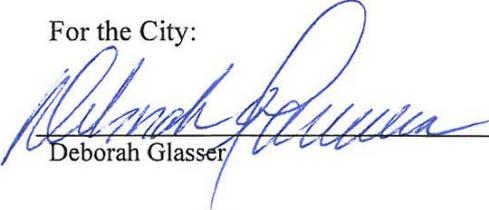
Signed this 4th day of December, 20 14, by

For the Public Safety Managers:

For the City:



Jess Magallanes



Deborah Glasser



Keith Wall



Mich Mercado

Appendix A

Public Safety Managers Classifications

Those classifications in the Public Safety Managers Unit are the following:

- Deputy Fire Chief
- Fire Battalion Chief
- Fire Marshal
- Deputy Police Chief
- Police Captain
- Police Lieutenant

Appendix B
Side Letter of Agreement
Amended Contract Terms and Extension

The parties met and conferred on April 22, 2015 and agreed to the below amended terms and conditions to the Compensation Plan between the Public Safety Managers and the City of South San Francisco. The items specifically listed in this Side Letter shall hereby supersede the Articles of the Compensation Plan as defined below. All other terms and conditions of the Compensation Plan shall remain the same.

1. *Preamble:* The term of this agreement shall be for three (3) years; July 1, 2014 – June 30, 2017.
2. *Article 2.2 Wage Rates:* All terms and conditions for Year 1(July 1, 2014 -June 30, 2015) shall remain unchanged. Effective upon adoption of the MOU by City Council, employees shall receive a 2.0% salary adjustment effective May 1, 2015. Effective the pay period including July 1, 2015, employees shall receive a 2.5% salary adjustment. Effective the pay period including July 1, 2016, employees shall receive a 3.0% salary adjustment.
3. *Updated Salary Survey:*
Article 2.7.1.2 2015 PSM Fire Salary Survey -The City shall conduct a BAERS salary survey for all Fire classifications in the bargaining unit. All classifications shall be brought up to the 60th percentile of total compensation effective the pay period including July 1, 2015. This study shall include the medical premium cost sharing effective the pay period including July 1, 2015.
Article 2.7.2.1 2015 PSM Police Salary Survey -The outside consultant salary survey shall be updated for all Police classifications in the bargaining unit. All classifications shall be brought up to the 60th percentile of total compensation effective the pay period including July 1, 2015. This study shall include the medical premium cost sharing effective the pay period including July 1, 2015.
4. *Article 5.1.2.1 Employee Premium Costs* - Effective the pay period including July 1, 2015 all employees on the City’s medical plans shall contribute an amount equal to 10.0% of the HMO premium cost based on plan choice and category of coverage (single, two, family).

For the City

Signature _____

April 22, 2015

Date _____

For PSM Police

Signature _____

04-22-2015

Date _____

For PSM Fire

Signature _____

4-23-2015

Date _____

Published by
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