



The City of **South**
San Francisco

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

July 1, 2022 through June 30, 2025

DocuSigned by:
Leah Lockhart
C66BA40A8C6E433...

City of South San Francisco
Public Safety Managers Compensation Plan
Table of Contents
July 1, 2022 through June 30, 2025

<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
	2.2.1 Across-the-board Base Pay Adjustments	1
	2.2.2 Equity Adjustments	1
	2.3 Classification Compaction–Police.....	2
	2.4 Classification Compaction–Fire	2
	2.5 Salary Schedule	2
	2.6 Temporary Assignment to a Higher-level Positions.....	2
	2.7 Salary Survey.....	2
3	Other Pay	2
	3.1 Longevity Pay.....	2
	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	3
	3.2.4 Department Head Review	3
	3.2.5 No Effect on Employee’s Right to Overtime	3
	3.2.6 Extra Shift Pay	3
	3.3 Emergency Declaration/Emergency Response.....	3
	3.4 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 Premium Costs	4
	5.1.2.2 Employee Non-HMO Medical Premium Cost.....	4
	5.1.3 Effective Date of Coverage	4
	5.2 Dental Insurance	5
	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

<i>Article</i>	<i>Title</i>	<i>Page</i>
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.....	5
5.4.2	Exercising the Option	5
5.5	Life and Accidental Death and Dismemberment Insurance	5
5.5.1	Term Life Value	5
5.5.2	AD&D Value.....	5
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.....	6
5.7.2	Dependent Care Reimbursement	6
5.7.3	Group Insurance Premium Plan.....	6
5.8	Section 457 Deferred Compensation Plan.....	6
5.9	Retirement Plan	6
5.9.1	Retirement Formula	6
5.9.1.1	3% at age 50.....	6
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
5.9.3.1	Local Safety Classic Members PERS Cost-Sharing Contribution	7
5.10	Education Expense Reimbursement Program	7
5.10.1	Education Expense Reimbursement Amount	7
5.10.2	Qualifying for Reimbursement.....	7
5.10.2.1	Written Approval	7
5.10.2.2	Reimbursement Request.....	8
5.11	Medical After Retirement Account (MARA).....	8
5.11.1	Mandatory Employee Contributions	8

<i>Article</i>	<i>Title</i>	<i>Page</i>
	5.11.2 Mandatory Employee Leave Contributions.....	8
5.12	Retired Employee Benefits.....	8
	5.12.1 Group Medical Insurance for Qualifying Retirees	8
	5.12.2 Medical After Retirement Account (MARA).....	8
	5.12.3 Group Dental Insurance for Qualifying Retirees.....	8
	5.12.4 Group Vision Insurance for Qualifying Retirees.....	9
	5.12.5 Continued Retiree Health Eligibility	9
5.13	Deceased Employee/Retiree Benefits.....	9
6	Holidays.....	9
6.1	Continuous Service Employees	9
6.2	Shift Holiday Pay.....	9
	6.2.1 Shift Holiday Pay for Battalion Chiefs Assigned to a 56-Hour Schedule.....	9
	6.2.2 Holiday Pay for Employees Other than 56-hour Battalion Chiefs Prior to January 1, 2023	9
	6.2.3 Shift Holiday Effective January 1, 2023	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.....	10
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.....	11
	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	11
	7.1.5 Payment on Separation.....	11
	7.1.6 Vacation Leave Usage.....	12
	7.1.7 Vacation Leave Cash-Out	12
7.2	Administrative Leave	12
	7.2.1 Accrual and Usage	12
	7.2.2 Supplemental Administrative Leave	12
7.3	Sick Leave	12
	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

Public Safety Managers Compensation Plan

July 1, 2022 through June 30, 2025

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, 2022, and continuing through June 30, 2025, 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 –

- 2.2.1 *Across-the-board Base Pay Adjustments*—All employees shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:
 - *Year 1* (July 1, 2022-June 30, 2023) effective the first full pay period including July 1, 2022, or the first full pay period following the adoption of the Compensation Plan by Council: six percent (6%); whichever is later;
 - *Year 2* (July 1, 2023-June 30, 2024) effective the first full pay period of July 2023: three percent (3%);
 - *Year 3* (July 1, 2024-June 30, 2025) effective the first full pay period of July 2024three percent (3%).

There will be no retroactive across-the-board base pay adjustments.

- 2.2.2 *Equity Adjustments*—Effective the first full pay period of July, 2022 or the first full pay period following the adoption of the Compensation Plan by Council, market equity adjustments based on a total compensation study conducted by the City shall be applied to salaries as follows:
 - Battalion Chief: three percent (3%)

- EMS Chief: three percent (3%)
 - Fire Marshal: three percent (3%)
 - Deputy Fire Chief: three percent (3%)
 - Police Lieutenant: three percent (3%)
 - Police Captain: three percent (3%)
 - Deputy Police Chief: three percent (3%)
- 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 15% above the top step of the Police Lieutenant classification. The top step of the salary schedule for the Police Deputy Chief classification shall be six percent (6%) above the top step of the Police Captain classification.
- 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, Fire Marshal, and EMS Chief classifications, including all incentives, shall be no less than 15% above the top step of the Fire Captain classification, including all incentives. The Deputy Fire Chief classification shall be no less than 16.38% above the fire Battalion Chief classification, including all incentives.
- 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 sixtieth (60th) percentile of total compensation (salary and employer paid benefits) shall serve as the basis for determining total compensation for all bargaining unit personnel. Prior to conducting a survey, the City will meet with unit representatives to review the survey methodology. Unless otherwise agreed by the parties, the City shall utilize the same benchmark cities and compensation factors included in the 2022 total compensation survey.

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.
- 3.2.3 *Compensation Amount*—Battalion Chiefs, Fire Marshal, and EMS Chief (as outlined in section 3.2.6) 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.
- 3.2.6 *Extra Shift Pay*—The Fire Marshal and the EMS Chief may earn extra shift pay if they work a shift in the place of a 56-hour Battalion Chief. The employee must receive approval from the Fire Chief and meet the minimum qualifications for the position.
- 3.3 *Emergency Declaration/Emergency Response*—In the event that a state emergency is declared for the city by the City Council, County of San Mateo, State of California, or Federal Government, employees will be paid at the rate of time and one-half for the hours worked in excess of 40 hours in a week on activities related to disaster management and recovery that are reimbursable by state or federal funding. Employees will be similarly compensated when rendering aid to other agencies in an emergency declaration situation where overtime is reimbursable by the requesting agency. This overtime will be reimbursed portal to portal. Overtime shall be paid within a reasonable time to allow processing and shall not be withheld until settlement of claims for reimbursement.

- 3.4 *Uniform Allowance*—Subject to Department rules, each employee will receive up to \$1,100 per fiscal year for the purchase and maintenance of approved uniform items. Effective upon Council approval of the Agreement, Uniform allowance distribution will be paid in 26 equal increments per fiscal year.

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 1/112th 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 Premium Costs*—All employees on the City's medical plans shall contribute an amount equal to 10% of the HMO premium cost based on the plan choice and category of coverage (single, two, family).

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.

5.2 *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 lieu of medical, dental, and vision benefits through the City. This payment shall be made to the employee’s Medical After Retirement Account (MARA).

5.4.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate minimum essential coverage for the employee and the employee’s tax family from another source, other than coverage obtained through Covered California.

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.
- 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 the Health FSA annual limit as set by the IRS (\$2,850 in 2022).
- 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. Employee contributions are tax-deferred under the IRC 414(h)(2) exemption. New Members as designated by CalPERS in accordance with Government Code 7522.30 who receive at 2.7% at age 55 contribute one-half of the normal cost, not to exceed 12%.
- 5.9.3.1 *Local Safety Classic Members PERS Cost-Sharing Contribution*—All Safety Classic members shall pay, in addition to the current nine percent (9%) employee contribution, an additional three percent (3%) of the employer's PERS contribution. Employee contributions will be credited to each member's account as normal contributions and will be refundable to members who separate from CalPERS covered employment and elect to withdraw their contributions. The contributions are tax-deferred under IRC section 414(h)(2).
- 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 \$5,000 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.
- 5.10.2 *Qualifying for Reimbursement*—In order to qualify for reimbursement, the employee must do the following:
- 5.10.2.1 *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.

5.10.2.2 *Reimbursement Request*—The employee must then submit a request for 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.

5.11 *Medical After Retirement Account (“MARA”)*—Employees shall participate in the MARA Plan to the extent permitted under the existing MARA Plan policy.

5.11.1. *Mandatory Employee Contributions*—All employees shall contribute 1% of base pay each pay period.

5.11.2. *Mandatory Employee Leave Contributions*—All employees shall contribute 100% of sick leave payouts to the MARA plan. Contributions are subject to eligibility requirements and terms of payment as described in MOU sections 7.3.5, 7.3.5.1 and 7.3.5.2.

5.12 *Retired Employee Benefits*—

5.12.1 *Group Medical Insurance for Qualifying Retirees*—An employee who was hired prior to April 24, 2010 (the date of 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, except as allowed per 5.12.5 under *Continued Retiree Health Eligibility*.

5.12.2 *Medical After Retirement Account (MARA)*—An employee who was hired on or after April 24, 2010, 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 (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.

5.12.5 *Continued Retiree Health Eligibility*—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, excluding active service with the City of South San Francisco, will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision. A retiree that un-retires from CalPERS and returns to active service with the City of South San Francisco is eligible to resume his/her retiree health benefits upon retiring again from the City after at least one (1) year of continuous service. The City Manager may approve an exception to the one (1) year of continuous service requirement in the event of an unforeseen circumstance that prevents the employee from completing the year of service.

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 *Continuous Service Employees*—All regular employees shall be scheduled on a continuous service basis and receive compensation in accordance with Article 6.2.

6.2 *Shift Holiday Pay*—

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 at a rate of 5.5% of their biweekly rate of pay each pay period. Shift holiday pay is compensated at the enhanced hourly rate of pay and is paid in addition to hours worked. 56-hour employees will not be entitled to paid time off for any of the City's recognized holidays.

6.2.2 *Holiday Pay for Employees Other than 56-hour Battalion Chiefs Prior to January 1, 2023*—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.

- 6.2.3 *Shift Holiday Effective January 1, 2023*—All unit employees shall receive shift holiday pay at a rate of 5.5% of their biweekly rate of pay each pay period in lieu of holiday hours as described in Article 6.2.2. Shift holiday pay is compensated at the enhanced hourly rate of pay and is paid in addition to hours worked. Employees shall not be entitled to paid time off for any of the City’s recognized holidays.
- 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 |
| June 19..... | Juneteenth |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Indigenous People’s Day |
| 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 preceding 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.

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. 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.

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. 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.
- 7.1.7 *Vacation Leave Cash-Out*—Employees shall be allowed to a limited extent to cash out unused accrued vacation. 40-hour per week employees may cash out 80 hours per calendar year. 56-hour employees may cash out 96 hours per calendar year. The employees must also meet the following provisions:
- Employees must have completed a minimum of one year of service.
 - Employees must maintain a minimum of 80 hours of accrued vacation hours in their vacation bank.
 - Employees must complete an irrevocable election form and submit the completed form to the Human Resources Department no later than December 15 of the calendar year prior to the year of the desired cash-out. Only time accrued during the calendar year following the irrevocable election may be cashed out.
 - Time may be cashed out twice annually, in May and November, as long as the employee has submitted an irrevocable election form in the prior year designating the hours and month elected for cash out.
- 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 in this unit are also eligible to receive up to an additional 40 hours of administrative leave per fiscal year. It is recognized that not all members of this unit may satisfy the eligibility criteria and only those satisfying the criteria may receive the additional hours. Employees will automatically receive an additional 40 hours of administrative leave without the need to apply in writing. Supplemental administrative leave not used before the last pay period in the fiscal year shall be forfeited. The criteria for supplemental administrative leave is determined by the Department Head. The Department Head may deny the additional 40 hours of administrative leave to employee at the Department Head's sole discretion.
- 7.3 *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 or is entitled to use sick leave for other purposes as required by law, shall

be eligible to receive sick leave without loss of salary or benefits within the limits set forth below.

- 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*—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.
- 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 (MARA). 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. In the event that a member receives a cash payment, pursuant to Section 5.11.2, the sick leave paid out will utilize the same calculation as contained in the MARA plan.
- 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, and not otherwise provided for by law or City policy. Consistent with this policy, the monitoring, management, and reporting should conform to a general City standard as set forth by the Administrative Instruction.
- 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 *Protected Sick Leave*—Employees accrue sick leave each year as defined in the sick leave section of this agreement.
- 7.5.1 *Purpose*—In accordance with labor code 233, employees are permitted to use up to half of their annual sick leave accrual, in any calendar year, for the following purposes:
- the diagnosis, care, or treatment of an existing health condition of, or preventive care for, themselves;
 - the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee’s child (regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent,

grandchild, sibling, and parent of the employee's spouse or registered domestic partner; and

- if the employee is a victim of domestic violence, sexual assault, or stalking, to obtain any relief to help ensure the health, safety or welfare of the employee or their child.

Use of leave under this section shall not be counted as an "instance" for purposes of monitoring the amount of sick leave use under the City's Sick Leave Management Policy.

- 7.5.2 *Leave Accounting*—The accounting for protected sick leave 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 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. **R**ecreation **F**acilities and **P**rograms

- 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. **G**rievance **P**rocedure

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 superseded 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, 2022, through June 30, 2025, shall remain in full force and effect for the contract term set forth herein.

Signed this _____ day of _____, 20____, by

For Public Safety Managers

DocuSigned by:
Keith Wall
81788EFC079045A...

Keith Wall

DocuSigned by:
Steve Cardosi
DAB91E82A4E04D3...

Steve Cardosi

DocuSigned by:
Tony Pinell
7843B399BADC449...

Tony Pinell

For the City

DocuSigned by:
Leah Lockhart
C06BA40A8C0E433...

Leah Lockhart

DocuSigned by:
Mike Futrell
6852134787CA4DB...

Mike Futrell, City Manager

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
- EMS Chief
- Deputy Police Chief
- Police Captain
- Police Lieutenant

**The City of South San Francisco and Public Safety Managers
Side Letter**

July 7, 2022

1. During the first year of the agreement, City shall conduct Classification and Salary study for the classification of EMS Chief. This study may include an expanded survey of cities or other jurisdictions with comparable classifications. The parties shall meet to discuss study recommendations and either party may propose changes to compensation. If agreement is reached on changes to compensation, such changes shall become effective the first pay period of July, 2023.
2. During the first year of the agreement, City agrees to continue to meet with unit on a supplemental retirement plan for PEPRA employees with the goal of implementation by July, 2023.

Published by
Human Resources Department
City of South San Francisco

Street Address:

400 Grand Avenue, 1st Floor
South San Francisco CA 94080

Web Site

www.ssf.net

Mailing Address:

P. O. Box 711
South San Francisco CA 94083

650/877-8522 Tel
650/829-6699 Job Line
650/829-6698 Fax