



*The City of* **South**  
*San Francisco*

**M**emorandum of **U**nderstanding  
between the  
**S**outh **S**an **F**rancisco **P**olice **A**ssociation  
and the  
**C**ity of **S**outh **S**an **F**rancisco

January 1, 2001 through December 31, 2004

Memorandum of Understanding  
between the  
South San Francisco Police Association  
and the  
City of South San Francisco  
January 1, 2001 through December 31, 2004

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Memorandum of Understanding  
between the  
South San Francisco Police Association  
and the  
City of South San Francisco

**P**reamble

This Memorandum of Understanding is entered into by the City of South San Francisco, hereafter designated as “City” and the South San Francisco Police Association, hereafter designated as “Association”, as a mutual agreement of those wages, hours, and conditions of employment, that are to be in effect during the period 1/1/01, through 12/31/04, for those employees working in classifications in represented Unit C. The City of South San Francisco recognizes the South San Francisco Police Association as the employee organization that has been selected by the employees in the sworn and civilian classifications.

## **Section 1 - Provisions for Sworn Personnel**

### **Article 1. Recognition**

Sworn Police Unit C consists of all employees in classifications listed in Appendix A, as well as all employees in classifications as may be added to this Unit by the terms of this Agreement.

### **Article 2. Wages and Compensation**

#### **2.1 Wage Rates**

- 2.1.1 *Salary Adjustments*—Salaries will be adjusted effective the payperiod including January 1<sup>st</sup> of each year as identified in Appendix B of this agreement.
- 2.1.2 *Salary Survey*—A total compensation and salary survey will be conducted for the police officer classification between the dates of 2/1/04 and 2/15/04 utilizing the same survey agencies and methodology as used in the 2000 survey. Increases to the base rate of pay for all bargaining unit members will be at the 60<sup>th</sup> percentile of the City’s standard survey agencies for the Police Officer classification and will be effective for the entire payperiod including 1/1/04. Any adjustments will be based on the survey average for compensation and total compensation, with the same differential maintained between the classifications as it was in the 2000 salary schedule.

## 2.2 Step Advancement

Employees shall be required to complete the specified training or time criteria in paid continuous regular service at each step of the salary schedule prior to advancing to the next salary step.

2.2.1 *Time in Step*—Such training or time for each step shall be as noted.

2.2.1.1 Step 2—Move to the next step one year from date of hire.

2.2.1.2 Step 3—After one additional year.

2.2.1.3 Step 4—After one additional year.

2.2.1.4 Step 5—After one additional year.

2.2.2 *Step Placement*—New employees who have prior police training and/or experience may be compensated at a higher step in the salary schedule for the classification as recommended by the Chief of Police and approved by the City Manager. Such employees shall be required to complete the specified training or time at their initial hire step prior to advancing to the next step of the salary schedule.

## 2.3 Incentives

Only one of the below listed incentives, either the Education Incentive or the Certificate Incentive, will be received by an employee at any given time.

2.3.1 *Education Incentives*

2.3.1.1 *Associate's Degree*—An employee who has successfully completed probation and who possesses an associate's degree from an accredited institution of learning shall be compensated at a rate 5% higher than the rate for which the employee qualifies pursuant to above.

2.3.1.2 *Bachelor's Degree*—An employee who has successfully completed probation and who possesses a bachelor's degree from an accredited institution of learning shall be compensated at a rate 7.5% higher than the rate for which the employee qualifies pursuant to above.

2.3.2 *Certification Incentive*

2.3.2.1 *Intermediate P.O.S.T. Certificate*—An employee who has successfully completed probation and who possesses an Intermediate Police Officer's Standards and Training certificate shall be compensated at a rate 2.5% higher than the rate for which the employee qualifies pursuant to above.

2.3.2.2 *Advanced P.O.S.T. Certificate*—An employee who has successfully completed probation and who possesses an Advanced Police Officer's Standards and Training certificate shall be compensated at a rate 5% higher than the rate for which the employee qualifies pursuant to above.

2.3.3 *Eligibility and Written Notification*—It is the employee's responsibility to submit written notification to the department's Training Manager, upon the date of eligibility, requesting the Education or Certification Incentive. The employee will not be entitled to retroactive pay if the written notice has not been submitted, and/or received as in compliance.

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## 2.4 Special Assignments

- 2.4.1 *Motorcycle*—A Police Officer assigned to Motorcycle duty shall be compensated at the rate 5% higher than the employee's actual base hourly rate of pay. No more than 5 officers shall be assigned to Motorcycle duty.
- 2.4.2 *Dog Handler*—A Police Officer assigned to Dog Handler duty shall be compensated at a rate 5% higher than the employee's actual hourly rate of pay for all hours in a paid status. This 5% compensation is in consideration of the officer's efforts in caring, feeding, and transporting the animal for the base number of hours these activities take each month. See side letter of agreement.
- 2.4.3 *Field Training Officer*—A Police Officer assigned to Field Training Officer (FTO) duty shall be compensated at the rate 5% higher than the employee's actual base hourly rate of pay. No more than 6 officers shall be assigned to this duty. The department will maintain a list of qualified officers who may temporarily fill FTO duty, as needed; and who will be compensated at the appropriate rate of pay when doing this assignment.
- 2.4.4 *School Liaison*—A Police Officer assigned to School Liaison duty shall be compensated at the rate 5% higher than the employee's actual base hourly rate of pay. No more than 1 officer shall be assigned to School Liaison duty.
- 2.4.5 *Discontinuing Special Assignments*—The rate adjustment provided above shall be removed in the event a Police Officer discontinues working special-assignment duty. The Officer's rate shall be reestablished at that rate for which the Officer qualifies pursuant to above. The reestablished rate shall become effective upon the date the Officer discontinues working special-assignment duty.

## 2.5 Promotion

An employee who is promoted from one classification to a higher classification within the Unit shall have his/her rate set at the first step of the new classification or at the rate for the step 5% higher than the rate earned by the employee prior to the promotion, whichever rate is higher. Prior to advancing to the next step of the schedule, the promoted employee will be required to complete the specified time in each step of the new classification, commencing with the date of promotion.

## 2.6 Bilingual Pay

- 2.6.1 *Former Bilingual Program*—Those employees who receive bilingual compensation as of 12/31/00 will continue to do so. An employee who has demonstrated to the Chief of Police's satisfaction that s/he is proficient in speaking a second language, shall be compensated. Such compensation shall commence when the employee has passed a qualifying examination demonstrating proficiency in the language.
- 2.6.2 *Bilingual Program*—The following bilingual program will be in effect as of 1/1/01.
  - 2.6.2.1 *Eligible Classifications*—All sworn classifications within this unit are eligible to participate in the bilingual program.
  - 2.6.2.2 *Testing*—Compensation shall commence the next payperiod after the employee has passed a qualifying examination, as determined by the

City, demonstrating proficiency in the language. To be eligible to participate in this program, employees must speak a second language used by a segment of South San Francisco population. Once an employee qualifies as speaking a second language the employee will receive bilingual pay, even if the population changes and a significant segment no longer speaks the language.

2.6.2.3 *Compensation*—An employee who has tested, using the City’s standard bilingual testing procedures, and demonstrated satisfactory proficiency in speaking a second language, shall be compensated at a rate 2.5% higher than the employee’s actual base hourly rate of pay.

2.6.2.3.1 *Adjustment in Compensation*—Bilingual compensation will be increased to 5% higher than the employee’s actual base hourly rate of pay, effective 7/1/03.

2.6.2.4 *Translating*—Employees who have met the criteria and are compensated for bilingual incentive pay must use those skills whenever the need arises. Employees may be asked to assist an individual who is doing business with the City at worksites other than their primary work location.

2.6.2.5 *Language Determination*—The languages that are spoken in South San Francisco that are subject to the bilingual incentive pay for purposes of this section will be determined by reviewing the demographic data from the local school district and/or the number of interactions that sworn officers have with people speaking languages other than those identified below. The Chief of Police will determine the significant interactions with people speaking other languages. The Chief of Police and the Union will then meet once a year to determine the languages that qualify under this section.

2.6.2.6 *Languages in Effect*—The following languages shall be in effect as of 1/1/01, which shall qualify an employee to receive compensation under this section.

- ◆ Spanish.
- ◆ Tagalog.
- ◆ American Sign Language.

## 2.7 Longevity Pay

Pay for employees who have served the City will be granted as follows.

2.7.1 *After 15 Years*—After the 15<sup>th</sup> year of service as a full-time regular employee, 1.5% of compensation will be added to the eligible employee’s actual hourly rate of pay.

2.7.2 *After 20 Years*—After the 20<sup>th</sup> year of service as a full-time regular employee, in addition to above, another 1% of compensation will be added to the eligible employee’s actual hourly rate of pay.

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## Article 3. Allowances and Reimbursements

### 3.1 Uniform Allowance

3.1.1 *Allowance Conditions*—Uniform allowance is subject to the following conditions.

3.1.1.1 *Reimbursement/Allowance Distribution*—Uniform allowance distribution will be made in 2 equal increments per fiscal year. The distributions will occur on the first payperiods in November and May. With the allowance received, officers shall be responsible for procuring and maintaining their uniforms and equipment as listed in the department's current General Order and Procedures Manual.

3.1.1.1.1 *Reimbursement Procedures*—Reimbursement will be through the payroll process, effective 1/01/01.

3.1.1.2 *Cleaning and Maintenance of Uniforms*—A portion of the annual uniform allowance provided to all employees may be applied to expenses incurred for the maintenance/cleaning of said uniforms. Payment for cleaning expenses will be provided up to a maximum of 50% of the total uniform allowance given to each employee per fiscal year. Requests for payment towards cleaning expenses must be submitted in writing 2 times a year only during the months of May and November.

3.1.1.3 *New Employees*—Uniform allowance will commence the second year of employment with the department. After the first year of employment is completed, the employee will receive the uniform allowance at the next payment period, i.e. November or May. If the year anniversary is after the last payment month, then there will be no reimbursement for that fiscal year. If the anniversary falls after the first payment in November, employees shall receive half of that fiscal year's allowance.

### 3.2 Allowance Amounts

Each employee may receive an amount per year for the purchase of approved uniform items. The amount of the allowance provided in each year of the agreement shall be as follows.

3.2.1 The amount is \$715 per fiscal year, effective 7/1/01.

3.2.2 The amount is \$725 per fiscal year, effective 7/1/02.

3.2.3 The amount is \$735 per fiscal year, effective 7/1/03.

3.2.4 The amount is \$745 per fiscal year, effective 7/1/04.

### 3.3 Vests

Vests will be provided to all new employees at no cost to the employee. A replacement program has been established for all employees who have vests and includes how and when vests will be replaced, the types of vests to be replaced, and the mandatory wearing of vests.

3.3.1 *Wearing Vests*—Each employee shall be required to have the approved vest on his/her person or in the ready bag during each duty shift.

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## Article 4. Overtime Pay

### 4.1 Overtime Compensation

Authorized work performed by employees, in excess of their scheduled workday or workweek, shall constitute overtime except as otherwise provided. Employees required to work in excess of their scheduled hours of work shall be compensated for each overtime hour so worked at the rate of 1.5 times the employee's actual hourly rate of pay.

### 4.2 Training Overtime

Employees required to attend training sessions, in excess of their scheduled hours of work, shall be compensated for each hour at 1.5 times the employee's actual hourly rate of pay.

### 4.3 Overtime Pay for Court Appearances

Employees who are required in the course and scope of their official employment to appear in court, other than during their regular tour of duty or shift hours, shall receive overtime pay at the rate of 1.5 times the employee's actual hourly rate of pay. An employee shall receive a minimum of 3 hours overtime pay for such court appearances that occur on scheduled work dates (including voluntary overtime shift assignments) and a minimum of 4 hours overtime pay for such court appearances that occur on non-scheduled work dates.

### 4.4 Call-back/in Compensation

Employees who in the course of their official employment are called back to work, other than during their regular tour of duty or shift, shall receive overtime pay at the rate of 1.5 times the employee's actual hourly rate of pay.

4.4.1 *Workday Call-back/in*—An employee shall receive a minimum of 3 hours overtime pay for call backs that occur on scheduled work dates (including voluntary overtime shift assignments).

4.4.2 *Non-workday Call-back/in*—An employee shall receive a minimum of 4 hours overtime pay for such call backs that occur on non-scheduled work dates.

### 4.5 Compensatory Time

With the supervisor's approval, employees may receive pay at the appropriate rate for each overtime hour worked or may accumulate compensatory time in accordance with departmental policies.

4.5.1 *Maximum Compensatory Time*—All compensated time off may be taken in accordance with departmental policies. Accumulated compensatory time cannot exceed 60 hours.

## Article 5. Benefits

### 5.1 Health Insurance Benefits

Full-time regular employees shall be eligible to receive insurance benefits currently provided by the City through the contracts with insurance carriers or self-insurance programs.

## 5.2 Medical Insurance

Employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following current HMO plans the City has with the carriers, subject to the terms and conditions of the City's contract with the providers.

5.2.1 *Federal- or State-mandated Medical Insurance Participation*—Should either state or federal statutes mandate that the parties to this MOU participate in a national or state health plan, health care benefits currently provided to employees covered by this MOU will not be diminished nor will the employee's cost for maintenance of these benefits be increased beyond any provided in this MOU.

5.2.2 *Medical Insurance Plans*—Subject to the terms and conditions of the City's contracts with medical insurance carriers, eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following plans:

- ◆ Kaiser Permanente Foundation Health "S" Plan.
- ◆ Aetna US Healthcare or other plan to be determined.

5.2.3 *Payment of Premiums Costs*—The City shall pay the premium cost for eligible employees and their dependents to the insurance provider for the plan selected by each employee.

5.2.3.1 *Maximum Rate*—The maximum City contribution to the employee's medical premium will be a rate equivalent to the HMO plan that is the highest composite rate in effect during the term of this agreement with employees enrolled in more expensive plans paying the difference between the highest composite HMO rate and the other premium rates.

5.2.4 *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. Dependent coverage shall terminate on the date prescribed by each health insurance carrier's contract for discontinuance of dependents no longer eligible for coverage.

5.2.5 *Medical Plan for Employees Who Retire*—Subject to the terms and conditions of the City's contracts with medical insurance carriers, an employee who retires on a service, an industrial disability, or non-industrial disability retirement from the City's service shall be provided the opportunity to continue medical insurance coverage with one of the City's plans subsequent to the date of retirement. The City shall continue to pay the premium costs for the employee only and the retiring employee shall bear the premium costs for any eligible dependents.

5.2.5.1 *Spouse-paid Benefit*—The City will allow the spouse of a deceased employee/retiree to purchase medical insurance from a City-provided medical plan at the City's premium rate provided all of the following: the employee must have been enrolled in the medical plan prior to retirement or death; there is no cost to the City; the medical provider does not require

a City contribution; and the City is held harmless if the coverage is discontinued.

5.3 Dental Insurance

5.3.1 *Available Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.

5.3.2 *Changes in Plan*—The annual benefit shall increase to \$1,500, effective 1/1/01.

5.3.3 *Orthodontia*—The lifetime orthodontia coverage is \$1,000 for eligible participants.

5.3.4 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.

5.3.5 *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.

5.3.6 *Dental Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue dental insurance for themselves and eligible dependents under the City’s group plan by paying for the premium payments through the City. The employee must be enrolled in the dental plan prior to retirement. The employee will be completely responsible for these payments and for continuing the insurance coverage.

5.4 Vision Insurance

Subject to the terms of the City’s vision insurance plan, employees and their dependents shall be provided vision insurance.

5.4.1 *Available Plan*—Employees and their dependents shall be provided vision insurance, subject to the terms and conditions of the City’s contract with the provider. The plan provided by the City for members of the Unit shall afford smoked-color eyeglass lenses rather than rose-tinted eyeglass lenses.

5.4.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.

5.4.3 *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.

5.4.4 *Vision Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue vision insurance for themselves and eligible dependents under the City’s group plan by paying for the premium payments through the City. The employee must be enrolled in the vision plan

prior to retiring. The employee will be completely responsible for these payments and for continuing the insurance coverage.

5.5 Discretionary Benefit Option

An employee may elect, once each year, to receive deferred compensation monies and to have the City pay 80% of the cost in lieu of medical, dental, and vision benefits into the employee's deferred compensation account.

5.5.1 *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.

5.5.2 *Method of Computation*—The City shall utilize a weighted average for determining the cost of such benefit. The City shall determine the total premium dollars for employees who are members of each of the City's medical plans, and then divide it by the number of members to get the average medical cost. The dental and vision composite rates will be added to the average medical cost. Eighty percent of this total will be the amount deposited in the employee's deferred compensation account in lieu of the paid medical, dental, and vision benefits.

5.5.3 *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.

5.6 Life Insurance and Accidental Death and Dismemberment Insurance

5.6.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the Term Life Insurance for employees will be provided in the amount of \$5,000.

5.6.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, Accidental Death and Dismemberment Insurance for employees will be provided in the amount of \$5,000.

5.6.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance provider.

5.6.4 *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.

5.6.5 *Additional Life Insurance*—Individuals unit members may purchase additional life insurance through the City's insurance carrier, to the limit authorized in the contract between the City and the carrier.

5.7 Disability Insurance Program

All sworn employees in this unit shall be required to pay for and maintain Long-term Disability Insurance coverage, subject to the terms and conditions of the South San Francisco Police Association's contract with the California Law Enforcement

Association. This contract provides for payment of up to  $\frac{3}{4}$ ths of the base salary of an employee who qualifies for such payment under provisions of the Plan.

- 5.7.1 *Coverage*—Coverage is effective on the first day of the month following enrollment and terminates on the day an employee separates from City employment.
- 5.7.2 *Costs*—Since all sworn employees must pay for and maintain their long-term disability insurance, the City will provide to the police association on behalf of each sworn officer the long-term disability insurance costs. In addition, the City will provide to each sworn officer every month the difference between \$44.04 and amount of the long-term disability insurance costs, which will be included on the officers' W-2 tax statements.
- 5.7.3 *Eligibility*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and who has utilized all accrued paid leave and sick leave that the employee is eligible up to the 60-calendar day of disability, may file an application for Long-term Disability Insurance benefits in accordance with the requirements of the South San Francisco Police Association's Long-term Disability Insurance Policy.
- 5.7.4 *City Determination*—Upon an employee qualifying for Long-term Disability Insurance benefits, the City shall determine one of the following:
  - 5.7.4.1 *Permanent and Stationary Status*—Whether the employee's disability from performing the full scope of the usual and customary duties of the employee's classification is permanent and stationary.
  - 5.7.4.2 *Recovery Status*—Whether the medical prognosis for the employee's eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of the employee's classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof.
- 5.7.5 *Permanent and Stationary Determination*—If the City determines that the employee's disability from performing the full scope of the usual and customary duties of the employee's classification is permanent and stationary, then the City may, in accordance with applicable law, retire the employee or otherwise separate the employee from the City's service or from the employee's classification.
- 5.7.6 *Temporary Determination*—If the City determines that the employee's disability in performing the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof, the City may in accordance with applicable law, grant the employee a leave of absence with or without pay for a period appropriate to the time necessary to determine the employee's ability to completely recover or the City may not grant such leave and separate the employee from the City's service.
- 5.7.7 *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover and the employee's disability

becomes permanent and stationary during the period of such leave, then in accordance with applicable law, the City may retire the employee on a disability retirement or separate the employee from the City's service or from his/her classification at such time as the employee's condition becomes permanent and stationary.

5.7.8 *Accrued Vacation Payment*—Upon becoming eligible for Long-term Disability Insurance benefits, and upon being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee's ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.

5.7.9 *Insurance Premium Payment*—The City will continue to pay insurance premiums on behalf of the disabled employee and eligible dependents, pursuant to the provisions for such payments otherwise provided in this Agreement until the actual date of separation from City employment of the employee.

#### 5.8 Hepatitis "B" Vaccination

The City will provide at City expense, a hepatitis "B" vaccination to employees who desire such vaccination and who are unable to obtain one under their medical plan.

### Article 6. Retirement Benefits

#### 6.1 Deferred Compensation Program

All full-time regular employees are eligible to participate, subject to its terms and conditions, in the City of South San Francisco's deferred compensation plans.

#### 6.2 Retirement Plan

Retirement benefits for employees shall be those established by the Public Employees' Retirement System (PERS) for Local Safety Members 2% at age 50 formula.

6.2.1 *IRS Section 415 Limits*—In general, retirement enhancements may be adopted at any time so long as the benefits under the amendment do not exceed IRS Section 415 limits.

6.2.1.1 *Grandfathering Benefits*—If there is a grandfather election and if the accrued benefit as of 10/14/87 exceeds the Section 415 limitations, the benefit cannot be enhanced until the current IRS Section 415 limit exceeds the accrued benefits.

6.2.1.2 *Section 415 Election*—If the employer's contributions to a retirement plan are reduced because of lower limitations in annual retirement benefits following a Section 415(b)(10) election, the affected employees should receive the difference in higher compensation or some other benefit negotiated by the South San Francisco Police Association.

6.2.1.3 *Insignificant Provision Conflict*—If the above provisions do not comply with requirements of a law governing PERS or the IRS in an insignificant manner, this will not affect the legality of the remainder of

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- these provisions or the intent or effect thereof. In that event, the City shall meet and confer in good faith with the Association to make such changes as necessary to carry out the intent of this section.
- 6.2.1.4 *Significant Provision Conflict*—In the event that this section conflicts significantly or substantially with any federal or state law, this section may be voided and severed from the contract without affecting the legality and continuity of the rest of the agreement. Additionally, the City agrees to meet and confer to replace any lost benefit with a similar or replacement benefit of equivalent value.
  - 6.2.1.5 *PERS Agreement*—The City agrees to enter into any lawful agreement with PERS necessary to effectuate the purpose of this section.
  - 6.2.2 *Optional Provision Added*—Optional Public Agency Provisions under the Public Employees’ Retirement System shall also be provided as follows:
    - 6.2.1.1 *Survivor Allowance*—The 1959 Survivor Allowance as set forth in the Public Employees’ Retirement Law, third tier of benefits.
    - 6.2.1.2 *Single-highest Year Compensation*—One-year highest compensation as set forth in the Public Employees’ Retirement Law.
    - 6.2.1.3 *Military Service Credit*—Military Service Credit as public service as provided by law.
    - 6.2.1.4 *3% at Age 50 Retirement Formula*—The 3% at age 50 retirement formula will be provided at no cost to the employee, effective the payperiod including 1/1/03.
    - 6.2.1.5 *Sick Leave Credit Provision*—Sick Leave Service Credit as set forth in the Public Employees Retirement Law. See Sick Leave Service Credit in Appendix D for side letter agreement.
    - 6.2.1.6 *Other Provisions*—See Appendix D for side letter agreement.
  - 6.2.2 *Employee’s Contribution to Retirement System*—All employees shall pay the employee contribution to the Public Employees’ Retirement System. The City shall provide the 414(h)(2) Exemption from the Internal Revenue Service granting a deferral from federal withholding taxes of that portion of employees’ contribution to PERS.
- 6.3 Payment of Unused Accumulated Sick Leave
- 6.3.1 *Discontinued 90-day Plan*
    - 6.3.1.1 *Eligible Employees*—An employee who had accumulated unused sick leave hours on record under the discontinued sick leave accumulation plan shall be eligible to receive payment under this provision.
    - 6.3.1.2 *Number of Hours Payable*—An employee shall receive payment for 50% of the unused sick leave hours on record, up to a maximum of 960 of such recorded hours (maximum of 480 comparable hours), for the hours accumulated through the payperiod that included 7/1/77.
    - 6.3.1.3 *Time of Payment*—An employee or an employee’s beneficiary shall become eligible to receive payment for unused sick leave hours either upon the death of the employee, upon the retirement of the employee, or

within 3 months from the original date of including this section in the Agreement. Payment may be made at the time of an employee's death or retirement or may be deferred to the first payroll period in the calendar year immediately following death or retirement, at the option of the payee.

- 6.3.2 *Sick Leave Accrued After October 1, 1986*—Upon death, separation from City employment as a result of a work-related injury, full service retirement after 20 years of service, or retirement at age 50, an employee shall be paid half of the accumulated sick leave at the time of separation, retirement, or death. Payment of unused sick leave hours shall be made at the employee's actual hourly rate. No employee shall, however, receive payment for any recorded hours in excess of 1200 and the maximum payable hours shall be 600. The accrual shall include the amount credited, if any, on 10/1/86, for the period when the 90-day sick leave plan was in effect.

## Article 7. Holidays

### 7.1 Authorized Holidays

The City observes the following holidays.

#### 7.1.1 *Full-day Holidays*—The City shall observe the following full-day 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

#### 7.1.2 *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

### 7.2 Holidays Not Worked

Employees, who by the nature of their assignment, are unable to observe City holidays, shall be compensated for authorized holidays as 8 hours of straight time overtime for the holiday and straight time for the hours worked. Employees scheduled to work on a City holiday, but are unable to do so due to a job-related injury, shall receive payment in accordance with this provision as long as they are not receiving compensation from other sources. Employees unable to work a holiday due to illness or injury unrelated to the job shall also be compensated for the holiday pursuant to this provision, provided that the

employee submits to the Chief of Police a doctor's certificate verifying the illness or injury, or files a sick leave certification following department procedures.

7.3 Discretionary Holiday

Each regular employee shall be eligible for one 8-hour holiday in addition to the holidays observed by the City. An employee's discretionary holiday may be taken at the option of the employee and as approved by the Chief of Police. An employee must take the discretionary holiday each calendar year before the payperiod prior to the last payperiod of the calendar year. An employee who has not used the discretionary holiday by that payperiod shall forfeit the holiday. An employee whose work schedule prohibited the use of the discretionary holiday by the payperiod prior to the last payperiod of a calendar year may receive payment for the holiday with the approval of the Chief of Police.

## Article 8. Leaves

### 8.1 Vacation

Employees shall be entitled to accrue annual vacation without loss of pay in accordance with the following schedule:

<i>Accrual Rate Per Length of Service</i>	<i>Biweekly</i>	<i>Annually</i>
1 <sup>st</sup> through 4 <sup>th</sup> year, inclusive	4.62 hours	120 hours.
5 <sup>th</sup> through 14 <sup>th</sup> year, inclusive	6.15 hours	160 hours.
15 <sup>th</sup> through 24 <sup>th</sup> year, inclusive	7.69 hours	200 hours.
25 <sup>th</sup> and succeeding years	9.23 hours	240 hours.

8.1.1 *Vacation Leave Accrual Exceptions*—Employees with 11 through 14 years of service, who prior to 4/1/90, received 176 hours per year of vacation shall continue to receive this accrual rate, and employees who have between 5 and 10 years of service in a position represented by the Unit as of 4/1/90 shall receive 176 hours per year of vacation upon reaching 11 years of service.

8.1.2 *Vacation Payoff*—Employees who have scheduled a minimum of 2 workweeks of vacation during each calendar year shall be permitted to receive the cash value of up to 48 hours of unused but accrued vacation. Requests for payment of accrued vacation may be processed within 45 days of such scheduled leave.

8.1.3 *Deferral of Vacation Period*—In the event that the needs of the department are such that an employee is unable to schedule and take all vacation time during a calendar year, the unused and unscheduled portion of vacation may be deferred to the following calendar year, provided that the Chief of Police approves the deferral.

8.1.3.1 *Requesting Vacation Deferral*—An employee may request the deferral of up to 40 hours of vacation leave from one calendar year to the following calendar year. A written request shall be filed with the Chief of Police, must be approved by the Chief of Police, and must also be approved by

the City Manager prior to the employee being granted permission for such deferral of vacation leave.

8.1.4 *Vacation Compensation*—An employee who retires or separates from City employment and who has unused accrued vacation time shall be compensated at the employee's actual hourly rate of pay for all unused accrued vacation.

## 8.2 Bereavement Leave

An employee may be granted leave of absence without loss of salary or benefits upon the death or for the funeral of a family member as defined below.

8.2.1 *Definition of Family Member for Bereavement Leave*—For the purpose of bereavement leave, a family member is defined as a spouse, child, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In addition, the Chief of Police may grant bereavement leave to an employee upon the death or for the funeral of some other person, if in the opinion of the Chief of Police, there existed an extraordinarily close familial relationship between the employee and such other person.

8.2.2 *Leave Within California*—Employees may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing within California.

8.2.3 *Leave Outside California*—Employees may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing outside of California.

## 8.3 Sick Leave

8.3.1 *Sick Leave Eligibility*—Every permanent and probationary employee, except those employees who work less than full-time, 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, that is not industrially caused, shall be eligible to receive sick leave without loss of salary or benefits, within the limits set forth below.

8.3.2 *Amount of Sick Leave*—Each employee will accrue 8 hours per month of sick leave. Such leave may be accumulated without limit.

8.3.2.1 *Discontinued Sick Leave Plan*—Effective 10/1/86, for those employees working for the City as of that date, each employee will be credited with an amount of sick leave that would have been accrued during the period of the 90-day sick leave plan, including a deduction for any actual usage, beginning 7/1/77.

8.3.3 *Advancing Sick Leave*—Any employee who has an accrued available sick leave of less than 96 hours can be advanced up to a maximum of 88 hours of sick leave after exhaustion of all accrued sick leave.

8.3.4 *Sick Leave Definition*—Sick leave as used herein, is defined as a period of time during which the employee suffers actual illness or injury that necessitates absence from employment. Sick leave is not a right or privilege to be used at the discretion of the employee.

8.3.5 *Sick Leave Request*—An employee shall make a written request for paid sick leave for each occurrence of sick leave on such forms and in accordance with such policies and procedures established for sick leave requests by the Chief of Police.

8.3.5.1 *Approval of Sick Leave Request*—The Chief of Police shall review all sick leave requests and, if approved, the request for paid sick leave shall be granted. The Chief of Police shall not unreasonably withhold approval of sick leave requests.

8.3.5.2 *Notification*—The employee must notify his/her immediate supervisor prior to, or within 2 hours of, the commencement of the daily work period for which sick leave is sought.

8.3.5.3 *Verification of Injury or Illness*—

8.3.5.3.1 *Usual Verification*—An employee requesting paid sick leave shall provide reasonable verification of the illness or injury, usually in the form of the employee's personal statement of injury or illness.

8.3.5.3.2 *Doctor's Verification*—The Chief of Police may require a verification prepared and signed by a medical doctor, describing the nature and extent of the illness or injury and confirming that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification shall be required when an employee is absent due to illness or injury for a period of 39 hours or more. In addition, the Chief of Police may require a medical verification any time the Chief has a reasonable basis to believe that the leave has been abused by an individual employee. Such medical verification requests shall not be unreasonably imposed.

8.3.6 *Sick Leave Management Plan*—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 use of sick leave, and reporting should conform to a general City standard. Therefore, employees working 8-hour shifts, who exceed 56 hours or 7 occurrences and employees working 10-hour shifts who exceed 70 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.

#### 8.4 Medical Appointment Leave

Employees shall receive leave with pay for appointments with medical doctors and dentists. Such leave shall be authorized only for the actual time necessary for the appointment. Employees shall be required to submit a personal statement describing the nature and need of such visits. The City reserves the right to confirm or verify any appointment for which such leave is authorized.

8.4.1 *Medical Appointment Leave Charged to Sick Leave*—The first 8 hours per year of medical appointment leave will not be charged to sick leave, all other absences

related to medical appointments shall be charged to sick leave.

8.5 Paid Family Care Leave

8.5.1 *Employees Hired Prior to 1/01/01 Eligibility for Paid Family Care Leave*—Only those full-time regular employees in a sworn classification as of 12/31/00 shall be eligible for 10 hours of Paid Family Care Leave for the purpose of obtaining medical consultation or treatment or for caring for an injured or ill family member as defined below.

8.5.2 *Definition of Family Member for Paid Family Care Leave*—For the purposes of Paid Family Care Leave, a family member shall include the employee's spouse, 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 Chief of Police may grant leave to an employee for some other person (other than family member, as listed), if in the opinion of the Chief of Police, there exists or existed an extraordinary close familial relationship between the employee and such other person.

8.5.3 *Sick Leave as Family Care Leave*—Employees accrue sick leave each year as defined in the sick leave article of this agreement. In recognition of Labor Code 233, effective 1/1/00, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.

8.5.3.1 *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, child, mother, and father.

8.5.3.2 *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, if eligible, shall not exceed one-half of the employee's annual allotment of sick leave.

8.5.4 *Concurrent Use of Leave*—This leave may run concurrently with any family care leave permitted under federal or state law.

8.5.5 *Notification Procedures*—Leave usage forms and notification procedures will continue to be used, provided the City reserves the right to take such action it deems necessary to confirm or verify use of this leave.

8.6 Light-duty Program

The purpose of this light-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Light-duty assignments will be structured so employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Light-duty assignments will not be made unless the employee receives medical clearance from the treating physician to return for light-duty work. If applicable, this program shall be coordinated with appropriate workers' compensation benefits so that benefits are provided at the level not less than those mandated by state law.

8.6.1 *Coverage*—This light-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or

illness.

8.6.1.1 *Determination/Required Reports*—

8.6.1.1.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the Chief of Police. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determinations will also be based on the needs of the City and the impact of light duty work on departmental operations. The evaluation and determination of light-duty assignments will be based on the employee's medical restrictions and upon agreement of the Chief of Police, the employee, and the affected supervisor.

8.6.1.1.2 *Medical Updates*—After the initial report, updated medical reports shall be submitted to the Chief of Police at 2-week intervals, or at other agreed-upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a light-duty assignment has been made. Reports will be evaluated by the Chief of Police for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty assignment.

8.6.1.2 *Light-duty Assignment, Definitions, and Restrictions*—Light-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the light-duty assignment be considered to be a permanent alternative position for purposes of reasonable accommodation under the American with Disabilities Act. Light-duty assignments:

- ◆ May consist of reduced work hours, limited work, or any combination thereof.
- ◆ Will not adversely affect the employee's actual hourly rate of pay.
- ◆ Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department, consistent with the employee's skill and ability.
- ◆ When feasible, light-duty work will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned light-duty work during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or to an alternate shift.
- ◆ Will be developed based on available specific light-duty assignments on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.

- ◆ Will not be placed in light-duty assignments that, in the normal course of events, will require that the employee provide direct field emergency response.

#### 8.6.1.3 *Holidays/Vacations During Light-duty Assignments*

8.6.1.3.1 *Holidays Observed*—Holidays shall be observed in accordance with the light-duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the light-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the light-duty employee. Compensation for holidays shall be in accordance with this agreement.

8.6.1.3.2 *Vacations*—Employees assigned to light duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the Chief of Police, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.

8.6.2 *Return to Full Duty*—Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.

#### 8.7 Pregnancy-related Disability Leave

Employees may be granted leave 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 of a child or the placement of a child with an employee in connection with adoption.

## Article 9. Recreational Facilities and Classes

### 9.1 Admission to Classes

All full-time 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).

### 9.2 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 Parks, Recreation, and Maintenance Services Department.

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## Article 10. Layoff

### 10.1 Layoff

Whenever, in the judgment of the City Council, it becomes necessary in the interest of economy, because of lack of need for the position, or employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and layoff, reassign, demote, or transfer an employee holding such position or employment without filing written charges. The appointing authority may likewise layoff an employee in the competitive service because of material change in duties or organization, or because of shortage of work funds.

### 10.2 Seniority

Seniority, for the purpose of layoff, is defined as length of continuous full-time employment within the service of the City, and does not include service in a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except as authorized by state or federal law.

### 10.3 Order of Layoff

When one or more employees working in the same class in a City department are to be laid off (provisional and temporaries therein, having already been terminated), the order of layoff in the affected department shall be probationary employees in reverse order of seniority, then permanent employees in reverse order of seniority. Should 2 or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever 2 or more employees have identical classification seniority, the order of layoff shall be determined by an established departmental seniority policy (badge numbers) or in the absence or dispute thereof, random selections.

### 10.4 Notice of Layoff

Employees shall be sent written notice, including reasons therefore, by Certified Registered Mail, Return Receipt Requested or be personally served a minimum of 20-working days prior to the effective date of layoff. An employee receiving said notice may respond in writing to the City Manager. The employee's representative shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives, that do not include the consideration of the merits, necessity, or organization of any service or activity. The provisions below, must be requested by the employee in writing 15-working days prior to the effective date of layoff.

### 10.5 Layoff Re-employment/Reinstatement List

10.5.1 *Classification Reinstatement List*—Probationary and permanent employees who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list in order of their seniority. Vacant positions within the classification shall first be offered to employees on this list.

10.5.2 *Like Classification Reinstatement Opportunities*—Employees who are laid off shall have their names placed on a reemployment list of classifications that, in the

opinion of the Director of Human Resources, require basically the same qualifications, duties, and responsibilities as those of the classification from which the layoff occurred, in order of seniority. Vacant positions in such classifications shall be offered to the reemployment list who qualify for such vacancies prior to an open or promotional recruitment.

10.5.3 *Duration of Re-employment/Reinstatement Lists*—No name shall be carried on a reinstatement or reemployment list for a period of longer than 2 years. Refusal to accept the first offer of reinstatement or reemployment within the same classification shall cause the name to be dropped from the list. Individuals not responding to written notification forwarded to their last given address by certified mail, return receipt requested, of an opening within 10-working days from mailing shall have their names removed from either the reinstatement or reemployment list. Individuals who do not meet current employment standards (i.e., medical, licenses, etc.), shall have their names removed from either the reinstatement or reemployment list.

10.5.4 *Probationary Returns*—Probationary employees appointed from a reinstatement or reemployment list must serve the remainder of their probationary period in order to attain permanent status.

## Article 11. Disciplinary Actions

### 11.1 Action by City

The City shall take disciplinary action against a permanent employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of leave. Disciplinary actions may take the form of suspension, pay reduction, demotion, or discharge.

### 11.2 Chief of Police Action

All disciplinary action taken against an employee must receive the prior approval of the appointing authority except under emergency circumstances that dictate immediate suspension of the employee by the Chief of Police. In such cases, Chief of Police shall immediately report the action taken to the appointing authority who shall review the case and make a determination concerning the appropriateness of the suspension and the further disciplinary action.

### 11.3 City Manager Approval

All actions resulting in salary reductions shall be subject to review by the appointing authority and the Chief of Police within 30 days following the effective date of the initial action and at regular intervals thereafter. Actions resulting in demotions may be reviewed at the sole discretion of the appointing authority.

### 11.4 Notice of Disciplinary Action

The City shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstances dictate that the City take immediate

action to remove the employee from the work place. In such cases, written notice, as set forth below, shall be provided the employee within 2 working days from the date of the action. In all cases, written notice of disciplinary action shall be served on the employee personally or by certified registered mail, with a copy of the notice placed in the employee's personnel file.

11.4.1. *Written Notice*—The written notice shall contain the type of disciplinary action, the effective date of the action, the reason or cause for the action, that the employee may inspect copies of all materials upon which the action is based, and that the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline.

#### 11.5 Notice Timelines

Except for instances where disciplinary action must be imposed immediately, the notice shall be provided to the employee no later than 10-working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not be final until the aforementioned notice has been furnished to employee and the employee has been provided up to 10-working days from receipt of the notice an opportunity to respond to the authority initially imposing the discipline.

#### 11.6 Appeal Rights

Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal. Such appeals shall be filed directly at the fourth step of the grievance procedure set forth in Rule 14 of the Personnel Rules and Regulations.

## Article 12. Grievance Procedure

### 12.1 Definition of a Grievance

A grievance is an allegation by an employee or a group of employees that the City has failed to provide a condition of employment that is established by this Agreement, provided that the enjoyment or the condition of employment is not made subject to the discretion of the Chief of Police or the City. This grievance procedure shall not apply to discipline or other matters over which the Personnel Board has jurisdiction pursuant to Title 3 of the Municipal Code. This grievance procedure shall be the exclusive means of resolving grievances of employees covered by this Agreement.

### 12.2 Stale Grievance

A grievance shall be void unless filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment established by this Agreement, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure.

### 12.3 Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor in an attempt to work out a satisfactory solution. If the employee and immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent him/herself individually, or may request the

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- assistance of an employee representative, who has been officially authorized by the Union to write and formally present the grievance.
- 12.4 **Formal Written Grievance to Captain**  
If the employee chooses to formally pursue the grievance, s/he shall present the written grievance to the supervising Captain within 15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Memorandum or Understanding alleged to have been violated by the City and shall specify date, times, persons, remedy requested, and other facts necessary to a clear understanding of the matter being grieved. The Captain shall respond in writing to the grievance within 15-calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have 15-calendar days from receipt of the Captain's answer to file an appeal to the Chief of Police.
- 12.5 **Grievance to the Chief of Police**  
The Chief of Police or designee shall have 15-calendar days after receipt of the grievance to review and answer the grievance in writing. A meeting between the Chief of Police or designee and the grievant and the grievant's representative may be scheduled in order to facilitate resolution.
- 12.6 **Informal Review by the City Manager**  
In the event that the grievance is not resolved by the Chief of Police, the grievant may, within 30-calendar days after receipt of the Chief's decision, request in writing to the City Manager, that the grievance be heard by the City Manager.
- 12.7 **Arbitration of Grievance**  
Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager or designee may informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The City Manger or designee shall have 15-calendar days to review and seek adjustment of the grievance.
- 12.8 **Selection of an Arbitrator**  
The arbitrator shall be selected by mutual agreement between the City Manager or designee and the grievant or the grievant's representative. If the City Manager or designee and the grievant or the grievant's representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of 7 arbitrators who have demonstrated experience in public sector arbitration. The parties shall then alternatively strike names from the list until only one name remains, and the person shall serve as arbitrator. Lot shall determine the first strike from the list.
- 12.9 **Duty of Arbitrator**  
12.9.1 *Arbitrator Decision*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter to make written findings of fact and disposition of the grievance, which shall be final and binding upon the parties. The decision of the arbitrator shall be based solely on the interpretation of the

appropriate provisions of the Agreement applicable to the grievance, and the arbitrator shall not add to, subtract from, modify, or disregard any of the terms or provisions of the agreement.

12.9.2 *Arbitrator Responsibility*—The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Agreement or, in any respect, to revise, modify or alter, any provision contained in the Memorandum of Understanding.

12.10 Payment of Costs

Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. Either party shall have the right to a reporter's transcript of the hearing provided that this cost is born by the requesting party. If the other party elects to utilize a copy of the transcript, the entire costs shall be divided equally. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant.

12.11 Effect of Failure of Timely Action

Failure of the employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

12.12 Non-union Representation

In the event that an employee chooses to represent him/herself, or arranges for representation independent of the Union, the Chief and the City shall make no disposition of a grievance that is inconsistent with the terms and conditions of this Agreement. In the event an employee shall elect to go to hearing independently, the Union shall have the right to be a full and equal party to such proceedings for the purpose of protecting the interests of its members under the terms of the Agreement.

## Article 13. Employees Covered

The provisions of this agreement apply to all employees represented by Unit C in the City of South San Francisco Police Association. A Unit member must be employed by the City in a position covered by this Agreement at the time settlement is reached, or when a successor Memorandum of Understanding is reached, and that Agreement is ratified, in order to be eligible for any limited retroactivity in salary or benefit increases that the successor Memorandum of Understanding may provide.

## Article 14. Modification

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and Unit and conflicting personnel rules, regulations, resolutions and ordinances. This Agreement does not modify any provisions of the Personnel Rules and Regulations of the City, except as expressly provided herein.

## Article 15. Disputes

Any dispute over an interpretation of this Agreement shall be processed in accordance with the procedures set forth in the Grievance Procedure in this Agreement.

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Memorandum of Understanding  
between the  
South San Francisco Police Association  
and the  
City of South San Francisco

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## Section 2 - Provisions for Civilian Support Staff

### Article 16. Recognition

Civilian Police Unit C consists of all employees in classifications listed in Appendix A, as well as all employees in classifications as may be added to this Unit by the terms of this Agreement.

### Article 17. Wages and Compensation

#### 17.1 Wage Rates

17.1.1 *Salary Adjustments*—Salaries will be adjusted effective the payperiod including January 1<sup>st</sup> of each year as identified in Appendix B of this agreement.

17.1.2 *Salary Survey*—A total compensation and salary survey will be conducted for the all civilian classification between the dates of 2/1 and 2/15/04 utilizing the same survey agencies and methodology as used in the 2000 survey. Increases to the base rate of pay for all bargaining unit members will be at the 60<sup>th</sup> percentile and will be effective for the entire payperiod including 1/1/04. Any adjustments will be based on the survey average for compensation and total compensation, with the same differential maintained between the classifications as it was in the 2000 salary schedule.

#### 17.2 Time-In-Step

Each employee shall complete the amount of time prescribed for each step of the plan applicable to the classification prior to advancing to the next step. Employees shall be required to complete the specified training or time criteria in paid continuous regular service at each step of the salary schedule prior to advancing to the next salary step.

17.2.1 *Time in Step*—Such training or time for each step shall be as noted.

17.2.1.1 Step 2—Move to the next step one year from date of hire.

17.2.1.2 Step 3—After one additional year.

17.2.1.3 Step 4—After one additional year.

17.2.1.4 Step 5—After one additional year.

17.3 Special Compensation

17.3.1 *Acting Supervisor Compensation*—An employee in a classification below the level of a first-line supervisor who is assigned to perform the duties of a first-line supervisor or above shall receive added compensation for all time served in the acting capacity at the rate of pay for which the employee would qualify, were the employee to be promoted to the acting classification.

17.3.2 *Temporary Assignment to Higher-level Classification*—An employee in a first-line supervisory or higher classification who is assigned to perform the duties of a higher classification for a period of 30-calendar days or more shall receive added compensation for all time so served at the rate of pay for which the employee would qualify, were the employee promoted to the higher classification. An employee in a first-line supervisory classification or higher classification who is assigned to perform the duties of a higher classification for a period of time of less than 30-calendar days shall not receive any additional compensation for any of the time spent in the performance of such duties.

17.4 Promotions

An employee who is promoted from one classification to a higher classification, shall have his/her rate of pay set at the first step of the new classification or at the rate for the step 5% higher than the rate earned by the employee prior to the promotion, whichever is higher. Prior to advancing to the next step of the schedule, the promoted employee will be required to complete the specified time in each step of the new classification, commencing with the date of promotion.

17.5 Bilingual Pay

17.5.1 *Former Bilingual Program*—Those employees who receive bilingual compensation as of 12/31/00 will continue to do so. An employee who has demonstrated to the Chief of Police's satisfaction proficiency in speaking a second language, shall be compensated. Such compensation shall commence when the employee has passed a qualifying examination demonstrating proficiency in the language.

17.5.2 *Bilingual Program*—The following bilingual program will be in effect as of 1/1/01.

17.5.2.1 *Eligible Classifications*—All civilian classifications within this unit are eligible to participate in the bilingual program.

17.5.2.2 *Testing*—Compensation shall commence the next payperiod after the employee has passed a qualifying examination, as determined by the City, demonstrating proficiency in the language. To be eligible to participate in this program, employees must speak a second language used by a segment of South San Francisco population. Once an employee qualifies as speaking a second language the employee will receive bilingual pay, even if the population changes and a significant segment no longer speaks the language.

17.5.2.3 *Compensation*—An employee who has tested, using the City’s standard bilingual testing procedures, and demonstrated satisfactory proficiency in speaking a second language, shall be compensated at a rate 2.5% higher than the employee’s actual base hourly rate of pay.

17.5.2.3.1 *Adjustment in Compensation*—Bilingual compensation will be increased to 5% higher than the employee’s actual base hourly rate of pay, effective 7/1/03.

17.5.2.4 *Translating*—Employees who have met the criteria and are compensated for bilingual incentive pay must use those skills whenever the need arises. Employees may be asked to assist an individual who is doing business with the City at worksites other than their primary work location.

17.5.2.5 *Language Determination*—Languages that are spoken in South San Francisco that are subject to the bilingual incentive pay for purposes of this section will be determined by reviewing the demographic data from the local school district and/or the number of interactions that employees have with people speaking other languages than identified below. The Chief of Police will determine the significant interactions with people speaking other languages. The Chief of Police and the Union will then meet once a year to determine the languages that qualify under this section; American Sign Language is considered a second language.

17.5.2.6 *Languages in Effect*—The following languages shall be in effect as of 1/1/01, which shall qualify an employee to receive compensation under this section.

- ◆ Spanish.
- ◆ Tagalog.
- ◆ American Sign Language.

## 17.6 Longevity Pay

Pay for employees who have served the City will be granted.

17.6.1 *After 15 Years*—After the 15<sup>th</sup> year of service as a full-time regular employee, 1.5% of compensation will be added to the eligible employee’s actual hourly rate of pay.

17.6.2 *After 20 Years*—After the 20<sup>th</sup> year of service as a full-time regular employee, in addition to above, another 1% of compensation will be added to the eligible employee’s actual hourly rate of pay.

## 17.7 Education Incentive

An employee who has successfully completed the probationary period and who has one of the following shall receive additional compensation.

17.7.1 *Associate’s Degree*—An associate’s degree from an accredited institution of learning or who has completed 60 accredited units in education, which are work-related shall be compensated at a rate that is 2.5% higher than the employee’s actual base hourly rate of pay.

17.7.2 *Bachelor’s Degree*—A bachelor’s degree from an accredited institution of

learning, shall be compensated at a rate that is 5% higher than the employee's actual base hourly rate of pay.

*17.7.3 Eligibility and Written Notification*—It is the employee's responsibility to submit written notification to the department's Training Manager, upon the date of eligibility, requesting the education incentive. The employee will not be entitled to retroactive pay if the written notice has not been submitted, and received as in compliance, until after the date of eligibility.

## Article 18. Allowances and Reimbursements

### 18.1 Uniform Allowance

Each employee shall be eligible for payment by the City to a vendor approved by the City, or reimbursement for the purchase price of approved uniform items.

### 18.2 Allowance Conditions

Uniform allowance is subject to the following conditions.

*18.2.1 Distribution of Reimbursement/Allowance*—Uniform allowance distribution will be made in 2 equal increments per fiscal year. The distributions will occur on the first payperiods in November and May. With the allowance received, employees shall be responsible for procuring and maintaining their uniforms and equipment as listed in the current department's General Order and Procedures Manual.

*18.2.1.1 Reimbursement Procedures*—Reimbursement will be through the payroll process, effective 1/01/01.

*18.2.2 Cleaning and Maintenance of Uniforms*—A portion of the annual uniform allowance provided to all employees may be applied to expenses incurred for the maintenance/cleaning of said uniforms. Payment for cleaning expenses will be provided up to a maximum of 50% of the total uniform allowance given to each employee per fiscal year. Requests for payment towards cleaning expenses must be submitted in writing twice a year only during the months of November and May.

*18.2.3 New Employees*—Uniform allowance will commence the second year of employment with the department. After the first year of employment is completed, the employee will receive the uniform allowance at the next payment period in November or May. If the year anniversary is after the last payment month, then there will be no reimbursement for that fiscal year. If the anniversary falls after the first payment, employees shall receive half of that fiscal year's allowance.

### 18.3 Allowance Amounts

Each employee entitled to uniform allowance can receive an amount per year for the purchase of approved uniform items. The amount of the allowance provided in each year of the agreement shall be as follows.

*18.3.1 PST, PEO, and PP/ES Classifications*—For Parking Enforcement Officer, Police Property and Evidence Specialist, and Police Service Technician the uniform

allowance will be increased by:

18.3.1.1 The amount is \$615 per fiscal year, effective 7/1/01.

18.3.1.2 The amount is \$625 per fiscal year, effective 7/1/02.

18.3.1.3 The amount is \$635 per fiscal year, effective 7/1/03.

18.3.1.4 The amount is \$645 per fiscal year, effective 7/1/04.

18.3.2 *PRS and SPRS Classifications*—For Police Records Specialist and Senior Police Records Specialist the uniform allowance will be increased by:

18.3.2.1 The amount is \$515 per fiscal year, effective 7/1/01.

18.3.2.2 The amount is \$525 per fiscal year, effective 7/1/02.

18.3.2.3 The amount is \$535 per fiscal year, effective 7/1/03.

18.3.2.4 The amount is \$545 per fiscal year, effective 7/1/04.

#### 18.4 Vests

Vests will be provided to all new employees at no cost to the employee. A replacement program has been established for all employees who have vests and includes how and when vests will be replaced, the types of vests to be replaced, and the mandatory wearing of vests.

18.4.1 *Wearing Vests*—Each employee shall be required to have the approved vest on his/her person or in ready bag during each duty shift.

## Article 19. Overtime Compensation

### 19.1 Overtime Defined

Overtime is work ordered and authorized that is in excess of an employee's normal work hours and work schedule.

### 19.2 Overtime Records

Records of overtime worked shall be maintained in accordance with procedures established by the Chief of Police.

### 19.3 Minimum Overtime

No form of overtime payment shall be made where overtime worked prior to the beginning of an employee's normal work period or following completion of an employee's normal work period is less than 12-minutes' duration.

### 19.4 Overtime Compensation Rate

Each employee shall be compensated for overtime hours worked, or fractions thereof, at the rate of 1.5 times the employee's actual hourly rate of pay.

### 19.5 Training Time

An employee who works in excess of normal work hours and work schedule as the result of attending training sessions required by the Chief of Police shall be compensated at the rate of 1.5 times the actual hourly rate for time spent in such training sessions.

### 19.6 Usual Overtime

An employee who works in excess of normal work hours or work schedule as the result of a non-training assignment shall be compensated at the overtime rate for time so worked.

### 19.7 Court Appearance Time

An employee who is required to appear in court in an official employment capacity at a time that is not during the employee's regularly scheduled work hours shall be compensated at the overtime rate for time spent in such court appearances.

19.7.1 *Court Appearance on Scheduled Work Days*—An employee who is required to appear in court in an official employment capacity at a time that is not during the employee's regularly scheduled work hours but is on a day that the employee is scheduled or has volunteered to work, shall receive a minimum of 3 hours of overtime pay for such a court appearance.

19.7.2 *Court Appearance on Non-Scheduled Work Days*—An employee who is required to appear in court in an official employment capacity at a time that is not during the employee's regularly scheduled work hours nor is it on a day that the employee is scheduled or has volunteered to work, shall receive a minimum of 4 hours overtime pay for such a court appearance.

### 19.8 Call-back/in Compensation

Employees who in the course of their official employment are called back to work, other than during their regular tour of duty or shift, shall receive overtime pay at the rate of 1.5 times the actual hourly rate of pay.

19.8.1 *Workday Call-back/in*—An employee shall receive a minimum of 3 hours overtime pay for call backs that occur on schedule work dates (including voluntary overtime shift assignments).

19.8.2 *Non-workday Call-back/in*—An employee shall receive a minimum of 4 hours overtime pay for such call backs that occur on non-scheduled work dates.

### 19.9 Compensatory Time

With the supervisor's approval, employees may accumulate compensatory time instead of overtime pay in accordance with departmental policies.

19.9.1 *Maximum Compensatory Time*—All compensatory time off may be taken in accordance with departmental policies. Accumulated compensatory time cannot exceed 70 hours.

19.9.2 *Compensatory Time Cash-out*—Employees shall be permitted to receive the cash value of up to 15 hours of compensatory time per calendar year.

## Article 20. Benefits

### 20.1 Health Insurance Benefits

Full-time regular employees shall be eligible to receive insurance benefits currently provided by the City through the contracts with insurance carriers or self-insurance programs.

### 20.2 Medical Insurance

Employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following current HMO plans the City has with the carriers, subject to the terms and conditions of the City's contract with the providers.

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- 20.2.1 *Federal- or State-mandated Medical Insurance Participation*—Should either state or federal statutes mandate that the parties to this MOU participate in a national or state health plan, health care benefits currently provided to employees covered by this MOU will not be diminished nor will the employee’s cost for maintenance of these benefits be increased beyond any provided in this MOU.
- 20.2.2 *Medical Insurance Plans*—Subject to the terms and conditions of the City’s contracts with medical insurance carriers, eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following plans:
- ◆ Kaiser Permanente Foundation Health “S” Plan.
  - ◆ Aetna US Healthcare or other plan to be determined.
- 20.2.3 *Payment of Premiums Costs*—The City shall pay the premium cost for eligible employees and their dependents to the insurance provider for the plan selected by each employee.
- 20.2.3.1 *Maximum Rate*—The maximum City contribution to the employee’s medical premium will be a rate equivalent to the HMO plan that is the highest composite rate in effect during the term of this agreement with employees enrolled in more expensive plans paying the difference between the highest composite HMO rate and the other premium rates.
- 20.2.4 *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. Dependent coverage shall terminate on the date prescribed by each health insurance carrier’s contract for discontinuance of dependents no longer eligible for coverage.
- 20.2.5 *Medical Plan for Employees Who Retire*—Subject to the terms and conditions of the City’s contracts with medical insurance carriers, an employee who retires on a service, an industrial disability, or non-industrial disability retirement from the City’s service shall be provided the opportunity to continue medical insurance coverage with one of the City’s plans subsequent to the date of retirement. The City shall continue to pay the premium costs for the employee only and the retiring employee shall bear the premium costs for any eligible dependents.
- 20.2.6 *Spouse-paid Benefit*—The City will allow the spouse of a deceased employee/retiree to purchase medical insurance from a City-provided medical plan at the City’s premium rate provided all of the following: the employee must have been enrolled in the medical plan prior to retirement or death; there is no cost to the City; the medical provider does not require a City contribution; and the City is held harmless if the coverage is discontinued.

20.3 Dental Insurance

20.3.1 *Available Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.

20.3.2 *Changes in Plan*—The annual benefit shall increase to \$1,500, effective 1/1/01.

20.3.3 *Orthodontia*—The lifetime orthodontia coverage is \$1,000 for eligible participants.

20.3.4 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.

20.3.5 *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.

20.3.6 *Dental Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue dental insurance for themselves and eligible dependents under the City’s group plan by paying for the premium payments through the City. The employee must be enrolled in the dental plan prior to retirement. The employee will be completely responsible for these payments and for continuing the insurance coverage.

20.4 Vision Insurance

Subject to the terms of the City’s vision insurance plan, employees and their dependents shall be provided vision insurance.

20.4.1 *Available Plan*—Employees and their dependents shall be provided vision insurance, subject to the terms and conditions of the City’s contract with the provider. The plan provided by the City for members of the Unit shall afford smoked-color eyeglass lenses rather than rose-tinted eyeglass lenses.

20.4.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.

20.4.3 *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.

20.4.4 *Vision Insurance for Employees Who Retire*—An employee who retires on a service, industrial disability, or non-industrial disability retirement from the City shall be provided the opportunity to continue vision insurance for themselves and eligible dependents under the City’s group plan by paying for the premium payments through the City. The employee must be enrolled in the vision plan prior to retiring. The employee will be completely responsible for these payments and for continuing the insurance coverage.

20.5 Discretionary Benefit Option

An employee may elect, once each year, to receive deferred compensation monies and to have the City pay 80% of the cost in lieu of medical, dental, and vision benefits into the employee's deferred compensation account.

20.5.1 *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.

20.5.2 *Method of Computation*—The City shall utilize a weighted average for determining the cost of such benefit. The City shall determine the total premium dollars for employees who are members of each of the City's medical plans, and then divide it by the number of members to get the average medical cost. The dental and vision composite rates will be added to the average medical cost. Eighty percent of this total will be the amount deposited in the employee's deferred compensation account in lieu of the paid medical, dental, and vision benefits.

20.5.3 *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.

20.6 Life Insurance and Accidental Death and Dismemberment Insurance

20.6.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the Term Life Insurance for employees will be provided in the amount of \$5,000.

20.6.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, Accidental Death and Dismemberment Insurance for employees will be provided in an amount of \$5,000.

20.6.3 *Payment of Premium Costs*—The City shall pay the premium costs for employees to the insurance provider.

20.6.4 *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.

20.6.5 *Additional Life Insurance*—Individuals unit members may purchase additional life insurance through the City's insurance carrier, to the limit authorized in the contract between the City and the carrier.

20.7 Disability Insurance

Subject to the terms and conditions of the City's contract with the provider, only 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.

20.7.1 *Short-term Disability*—After a 20-calendar day waiting period, an eligible employee may receive 66.67% of pre-disability earnings, reduced by any deductible

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- income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.
- 20.7.2 *Long-term Disability*—After a 90-calendar day waiting period, an eligible employee may receive 66.67% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.
- 20.7.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance providers.
- 20.7.4 *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.
- 20.7.5 *Eligibility*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and who has utilized all accrued paid leave and sick leave for which the employee is eligible up to the 20-calendar day of disability, may file an application for Short- or Long-term Disability Insurance benefits in accordance with the requirements of the City’s Short- or Long-term Disability Insurance policy.
- 20.7.6 *City Determination*—Upon an employee qualifying for Long-term Disability Insurance benefits, the City shall determine one of the following.
- 20.7.6.1 *Permanent and Stationary Status*—Whether the employee’s disability from performing the full scope of the usual and customary duties of his/her classification is permanent and stationary.
- 20.7.6.2 *Recovery Status*—Whether the medical prognosis for the employee’s eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of his/her classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof.
- 20.7.7 *Permanent and Stationary Determination*—If the City determines that the employee’s is disabled from performing the full scope of the usual and customary duties of the classification is permanent and stationary, then the City may, in accordance with applicable law, retire the employee or otherwise separate the employee from the City’s service or from the employee’s classification.
- 20.7.8 *Temporary Determination*—If the City determines that the employee’s disability in performing the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof, the City may in accordance with applicable law, grant the employee a leave of absence with or without pay for a period appropriate to the time necessary to determine the employee’s ability to completely recover or the City may not grant such leave and separate the employee from the City’s service.
- 20.7.9 *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover and the employee’s disability becomes permanent and stationary during the period of such leave, then in

accordance with applicable law, the City may retire the employee on a disability retirement or otherwise separate the employee from the City's service or position in his/her classification at such time as the employee's condition becomes permanent and stationary.

20.7.10 *Accrued Vacation Payment*—Upon becoming eligible for Long-term Disability Insurance benefits, and upon being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee's ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.

20.7.11 *Insurance Premium Payment*—The City will continue to pay insurance premiums on behalf of the disabled employee and eligible dependents, pursuant to the provisions for such payments, otherwise provided in this Memorandum until the actual date of separation from City employment of the employee.

## 20.8 Hepatitis "B" Vaccination

The City will provide at City expense, a hepatitis "B" vaccination to all unit members who desire such vaccination and who are unable to obtain one under their medical plan.

## Article 21. Retirement Benefits

### 21.1 Deferred Compensation Program

All full-time employees are eligible to participate, subject to its terms and conditions, in the City of South San Francisco's deferred compensation plans.

### 21.2 Retirement Plan

Retirement benefits for employees shall be those established by the Public Employees' retirement System (PERS) for the Miscellaneous 2% at age 55 Plan.

21.2.1 *IRS Section 415 Limits*—In general, retirement enhancements may be adopted at any time so long as the benefits under the amendment do not exceed IRS Section 415 limits.

21.2.1.1 *Grandfathering Benefits*—If there is a grandfather election and if the accrued benefit as of 10/14/87 exceeds the Section 415 limitations, the benefit cannot be enhanced until the current IRS Section 415 limit the exceeds accrued benefits.

21.2.1.2 *Section 415 Election*—If the employer's contributions to a retirement plan are reduced because of lower limitations in annual retirement benefits following a Section 415(b)(10) election, the affected employees should receive the difference in higher compensation or some other benefit negotiated by the South San Francisco Police Association.

21.2.1.3 *Insignificant Provision Conflict*—If the above provisions do not comply with requirements of a law governing the PERS or the IRS in an insignificant manner, this will not affect the legality of the remainder of these provisions or the intent or effect thereof. In that event, the City shall meet and confer in good faith with the Association to make such

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- changes as necessary to carry out the intent of this section.
- 21.2.1.4 *Significant Provision Conflict*—In the event that this section conflicts significantly or substantially with any federal or state law, this section may be voided and severed from the contract without affecting the legality and continuity of the rest of the contract. Additionally, the City agrees to meet and confer to replace any lost benefit with a similar or replacement benefit of equivalent value.
  - 21.2.1.5 *PERS Agreement*—The City agrees to enter into any lawful agreement with PERS necessary to effectuate the purpose of this section.
  - 21.2.2 *Optional Provision Added*—Optional Public Agency Provisions under the Public Employees’ Retirement System shall also be provided as follows:
    - 21.2.2.1 *Survivor Allowance*—The 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees’ Retirement Law (commencing with Section 21380 of the Government Code) third tier of benefits.
    - 21.2.2.2 *Single-highest Year Compensation*—One-year highest compensation as set forth in the Public Employees Retirement Law. See Appendix D for side letter agreement.
    - 21.2.2.3 *Sick Leave Credit Provision*—Sick Leave Service Credit as set forth in the Public Employees Retirement Law. See Sick Leave Service Credit in Appendix D for side letter agreement.
  - 21.2.3 *Employee’s Contribution to Retirement System*—All employees shall pay the employee contribution to the Public Employees’ Retirement System in accordance with the rules and regulation governing such contributions. The City shall provide the 414(h)(2) Exemption from the Internal Revenue Service granting a deferral from federal withholding taxes of that portion of employees’ contribution to PERS. Employee’s Contribution to Retirement System
- 21.3 Payment of Unused Accumulated Sick Leave
- 21.3.1 *Discontinued 90-day Plan*
    - 21.3.1.1 *Eligible Employees*—An employee who had accumulated unused sick leave hours on record under the discontinued sick leave accumulation plan shall be eligible to receive payment under this provision.
    - 21.3.1.2 *Number of Hours Payable*—An eligible employee shall receive payment for 50% of the unused sick leave hours on record, up to a maximum of 960 of such recorded hours (maximum of 480 comparable hours), for the hours accumulated through the payperiod that included 7/1/77.
    - 21.3.1.3 *Time of Payment*—An employee or an employee’s beneficiary shall become eligible to receive payment for unused sick leave hours either upon the death of the employee, upon the retirement of the employee, or within 3 months from the original date of including this section in the Agreement. Payment may be made at the time of an employee’s death or retirement or may be deferred to the first payroll period in the calendar year immediately following death or retirement, at the option of

the payee.

21.3.2 *Sick Leave Accrued After October 1, 1986*—Upon death, separation from City employment as a result of a work-related injury, full service retirement after 20 years of service, or retirement at age 50, an employee shall be paid half of the accumulated sick leave at the time of separation, retirement, or death. Payment of unused sick leave hours shall be made at the employee’s actual hourly rate. No employee shall, however, receive payment for any recorded hours in excess of 1200 and the maximum payable hours shall be 600. The accrual shall include the amount credited, if any, on 10/1/86, for the period when the 90-day sick leave plan was in effect.

## Article 22. Holidays

### 22.1 Authorized Holidays

The City observes the following holidays:

22.1.1 *Full-day Holidays*—The City shall observe the following full-day 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

22.1.2 *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

### 22.2 Day of Holiday Observation

Holidays that fall on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the previous Friday. Half-day holidays shall be observed on the workday immediately previous to the day Christmas Day and New Year’s Day are observed.

### 22.3 Day of National Mourning or Celebration

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 provided that the Council directs the closure of City offices for public service. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day that the Council proclaims such a holiday.

22.4 Holiday Eligibility

Employees must be on paid status the entire day before and the entire day after a holiday to be eligible to receive holiday compensation with the holiday time considered as hours worked.

22.5 Employees Working on a Holiday

An employee who is assigned and does work on a day observed as a City holiday, in addition to the compensation provided above, shall receive additional overtime compensation at the employee's actual hourly rate of pay for the first 8 hours worked on an observed full-day holiday and for the first 4 hours worked on an observed half-day holiday.

22.6 Holiday Compensation for Employees on Injury, Illness, or Paid Family Care Leave

An employee who is scheduled to work on the day immediately prior to a holiday, on the actual day of a holiday, or the day immediately following a holiday who does not report for duty as scheduled due to personal injury or illness or Paid Family Care Leave shall submit such verification or certification of illness or injury as is satisfactory to the Chief of Police prior to receiving compensation for the holiday.

22.7 Discretionary Holiday

Each regular employee shall be eligible for one 8-hour holiday in addition to the holidays observed by the City. An employee's discretionary holiday may be taken at the option of the employee and as approved by the Chief of Police. An employee must take the discretionary holiday each calendar year before the payperiod prior to the last payperiod of the calendar year. An employee who has not used the discretionary holiday by that payperiod shall forfeit the receipt of compensated time or pay for such holiday for that calendar year. An employee whose work schedule prohibited the use of the discretionary holiday by the payperiod prior to the last payperiod of a calendar year may receive payment for the holiday with the approval of the Chief of Police.

## Article 23. Leaves

23.1 Vacation

*Vacation Accrual*—Full-time regular employees shall be eligible to earn and be granted vacation leave and shall accrue vacation hours in accordance with the following.

<i>Accrual Rate Per Length of Service</i>	<i>Biweekly</i>	<i>Annually</i>
1 <sup>st</sup> through 4 <sup>th</sup> year, inclusive	4.62 hours	120 hours.
5 <sup>th</sup> through 14 <sup>th</sup> year, inclusive	6.15 hours	160 hours.
15 <sup>th</sup> through 24 <sup>th</sup> year, inclusive	7.69 hours	200 hours.
25 <sup>th</sup> and succeeding years	9.23 hours	240 hours.

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- 23.1.1 *Vacation Leave Accrual Exceptions*—Employees with 11 through 14 years of service, who prior to 4/1/90, received 176 hours per year of vacation shall continue to receive this accrual rate, and employees who have between 5 and 10 years of service in a position represented by the Unit as of 4/1/90 shall receive 176 hours per year of vacation upon reaching the 11<sup>th</sup> year of service.
- 23.1.2 *Vacation Payoff*—Employees who have scheduled a minimum of 2 workweeks of vacation during each calendar year shall be permitted to receive the cash value of up to 64 hours of unused but accrued vacation. Requests for payment of accrued vacation may be processed within 45 days of the scheduled leave.
- 23.1.3 *Vacation Scheduling*—The Chief of Police shall schedule vacation periods during which employees shall take their vacation time. Vacation scheduling shall take into consideration the employees' wishes and the needs of the department.
- 23.1.4 *Deferral of Vacation Period*—In the event that the needs of the department are such that an employee is unable to schedule and take all vacation time during a calendar year, the unused and unscheduled portion of vacation may be deferred to the following calendar year, provided that the Chief of Police approves the deferral.
- 23.1.4.1 *Requesting Vacation Deferral*—An employee may request the deferral of up to 40 hours of vacation leave from one calendar year to the following calendar year. A written request shall be filed with the Chief of Police, must be approved by the Chief of Police, and must also be approved by the City Manager prior to the employee being granted permission for such deferral of vacation leave.
- 23.1.5 *Vacation Compensation*—An employee who retires or separates from City employment and who has accrued unused vacation time shall be compensated at the actual hourly rate of pay for all accrued vacation.
- 23.2 *Bereavement Leave*  
An employee may be granted leave of absence without loss of salary or benefits upon the death or for the funeral of a family member as defined below.
- 23.2.1 *Definition of Family Member for Bereavement Leave*—For the purpose of bereavement leave, a family member is defined as a spouse, child, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In addition, the Chief of Police may grant bereavement leave to an employee upon the death or for the funeral of some other person, if in the opinion of the Chief of Police, there existed an extraordinarily close familial relationship between the employee and such other person.
- 23.2.2 *Leave Within California*—Employees may be granted up to a maximum of 24 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing within California.
- 23.2.3 *Leave Outside California*—Employees may be granted up to a maximum of 40 hours of bereavement leave per occurrence for the death or for the funeral of a family member residing outside of California.

### 23.3 Sick Leave

Every permanent and probationary employee, except those employees who work less than full-time, who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties as the result of 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.

23.3.1 *Amount of Sick Leave*—Each employee will accrue 8 hours per month of employment for purposes of sick leave. Such leave may be accumulated without limit.

23.3.1.1 *Advancing Sick Leave*—Any employee who has accrued sick leave of less than 96 hours can be advanced up to a maximum of 88 hours of sick leave, after exhaustion of all accrued sick leave.

23.3.2 *Sick Leave Definition*—Sick Leave as used herein, is defined as a period of time during which the employee suffers actual illness or injury that necessitates absence from employment. Sick leave is not a right or privilege to be used at the discretion of the employee.

23.3.3 *Sick Leave Request*—An employee shall make a written request for paid sick leave for each occurrence of sick leave on such forms and in accordance with such policies and procedures established for sick leave requests by the Chief of Police.

23.3.4 *Approval of Sick Leave Request*—The Chief of Police shall review all sick leave requests and, if approved, the request for paid sick leave shall be granted. The Chief of Police shall not unreasonably withhold approval of sick leave requests.

23.3.5 *Notification*—The employee must notify his/her immediate supervisor prior to, or within 2 hours of, the commencement of the daily work period in which sick leave is sought.

23.3.6 *Verification of Injury or Illness*

23.3.6.1 *Usual Verification*—An employee requesting paid sick leave shall provide reasonable verification of the illness or injury, usually in the form of the employee's personal statement of injury or illness.

23.3.6.2 *Doctor's Verification*—The Chief of Police may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the injury or illness and that confirms that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification shall be required when an employee is absent due to illness or injury for a period of 39 hours or more. In addition, a doctor's verification can be requested if an individual employee has abused the leave in the opinion of the Chief of Police. Such medical verification request shall not be unreasonably imposed.

23.3.7 *Sick Leave Management Plan*

The Sick Leave Management Policy Administrative Instruction defines abuse of sick leave is defined as the use of sick leave for purposes other than illness or

injury. Consistent with this policy, the monitoring, management, maximum use of sick leave, and reporting should conform to a general City standard. Therefore, employees exceeding 56 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.

23.4 Medical Appointment Leave

Employees shall receive leave with pay for appointments with medical doctors and dentists. Such leave shall be authorized only for the actual time necessary for the appointment. Employees shall be required to submit a personal statement describing the nature and need of such visits. The City reserves the right to confirm or verify any appointment for which such leave is authorized.

23.4.1 *Medical Appointment Leave Charged to Sick Leave*—The first 8 hours per year of medical appointment leave will not be charged to sick leave, all other absences related to medical appointments shall be charged to sick leave.

23.5 Paid Family Care Leave

23.5.1 *Employees Hired Prior to 1/01/01 Eligibility for Paid Family Care Leave*—Only those full-time regular employees in a civilian classification as of 12/31/00 shall be eligible for 16 hours of Paid Family Care Leave for the purpose of obtaining medical consultation or treatment or for caring for an injured or ill family member as defined below.

23.5.2 *Definition of Family Member for Paid Family Care Leave*—For the purposes of Paid Family Care Leave, a family member shall include the employee's spouse, 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 Chief of Police may grant leave to an employee for some other person (other than "family member", as listed), if, in the opinion of the Chief of Police, there exists or existed an extraordinary close familial relationship between the employee and such other person.

23.5.3 *Sick Leave as Family Care Leave*—Employees accrue sick leave each year as defined in the sick leave article of this agreement. In recognition of Labor Code 233, effective 1/1/00, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring of a sick family member as defined below.

23.5.3.1 *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, child, mother, and father.

23.5.3.2 *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, if eligible, shall not exceed one-half of the employee's annual allotment of sick leave.

23.6 Concurrent Use of Leave

Such leaves may run concurrently with any family care leave taken under federal or state family care leave acts.

23.7 Notification Procedures

Leave usage forms and notification procedures will continue to be used, provided the City reserves the right to take such action it deems necessary to confirm or verify use of this leave.

23.8 Light-duty Program

The purpose of this light-duty program is to minimize the loss of productive time, while at the same time reintroduce the employee to work to prevent deterioration of skills, facilitate recovery, and reduce income loss. Light-duty assignments will be structured so employees are not placed in a duty status that would aggravate or cause a reoccurrence of injury or illness. Light-duty assignments will not be made unless the employee receives medical clearance from the treating physician to return for light-duty work. If applicable, this program shall be coordinated with appropriate workers' compensation benefits so that benefits are provided at the level not less than those mandated by state law.

23.8.1 *Coverage*—This light-duty program will cover any employee who suffers a temporary and partial disability due to an industrial or non-industrial injury or illness.

23.8.1.1 *Determination/Required Reports*—

23.8.1.1.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the Chief of Police. The determination will be based on available medical information, and consultation with the employee or the affected supervisor. Determinations will also be based on the needs of the City and the impact of light duty work on departmental operations. The evaluation and determination of light-duty assignments will be based on the employee's medical restrictions and upon agreement of the Chief of Police, the employee, and the affected supervisor.

23.8.1.1.2 *Medical Updates*—After the initial report, updated medical reports shall be submitted to the Chief of Police at 2-week intervals, or at other agreed-upon intervals, for as long as the employee is off work. Reports will be required for all industrial or non-industrial injuries or illnesses regardless of whether a light-duty assignment has been made. Reports will be evaluated by the Chief of Police for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty assignment.

23.8.1.1.3 *Light-duty Assignment, Definitions, and Restrictions*—Light-duty assignments shall only be provided to employees with temporary disabilities where it has been medically determined that the employee will be able to return to the essential functions of his/her current job with or without accommodation. Under no circumstances shall the light-duty assignment be considered to be a permanent alternative

position for purposes of reasonable accommodation under the American with Disabilities Act. Light-duty assignments:

- ◆ May consist of reduced work hours, limited work, or any combination thereof.
- ◆ Will not adversely affect the employee's actual hourly rate of pay.
- ◆ Will be within the employee's assigned department; or if no regular work is available, the employee may be assigned work outside of the department consistent with skill and ability.
- ◆ When feasible will be during the employee's normal shift and duty hours. However, if it is determined that no useful work will be performed during the normal shift or duty hours, the employee can be assigned light-duty work during the normal office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday or to an alternate shift.
- ◆ Will be developed based on available specific light-duty assignments on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.
- ◆ Will not be placed in light-duty assignments that, in the normal course of events, will require that they provide direct field emergency response.

23.8.2.1 *Holidays/Vacations During Light-duty Assignments—*

23.8.2.1.1 *Holidays Observed—*Holidays shall be observed in accordance with the light-duty assignment work hours and workweek. That is, if an employee is assigned to work hours in a department, division, or operating unit where employees in that work unit take a holiday off, so shall the light-duty employee. If the employee is assigned to work hours in a department, division, or operating unit where employees in that work unit work holidays, so shall the light-duty employee. Compensation for holidays shall be in accordance with this agreement.

23.8.2.1.2 *Vacations—*Employees assigned to light duty shall take their vacation as normally scheduled. Vacations shall cover the same number of workdays and calendar days as would have been if the employee had remained on full duty. Employees may reschedule their vacation with the approval of the Chief of Police, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.

23.8.3 *Return to Full-duty Assignment*—Employees will be returned to full duty as soon as possible following medical certification that the employee is able to resume the full duties of the classification with or without reasonable accommodation.

23.9 Industrial Injury or Illness

An employee who is absent from work and who is temporarily and/or partially disabled from performing work as the result of an injury or illness that has been determined to be industrially caused, shall be entitled to receive paid leave for all time the employee is normally scheduled to work during a period of 90-calendar days from the commencement of the injury or illness necessitating absence from work. An employee on industrial injury or illness leave shall assign to the City all workers' compensation insurance proceeds received by the employee during the period the employee is getting full compensation from the City for all absent work hours.

23.10 Pregnancy-related Disability Leave

Eligible employees may be granted leave up to the maximum period of time permitted by law for pregnancy reasons for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions or for reason of the birth of a child or the placement of a child with an employee in connection with adoption.

23.11 Short- or Long-term Disability

23.11.1 *Application for Benefits*—An employee who is disabled from performing the full scope of the usual and customary duties of the classification as the result of an injury or illness and who has utilized all accrued and eligible paid leave and sick leave up to 30-calendar days of disability, may file an application for Disability Insurance benefits in accordance with the requirements of the City's Disability Insurance Policy.

23.11.2 *City Determination*—Upon an employee qualifying for Disability Insurance benefits, the City shall determine whether the employee's disability from performing the full scope of the usual and customary duties of the classification is permanent and stationary, or medical prognosis of the employee's eventual ability to completely recover to a point of being able to assume the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof.

23.11.3 *Permanent and Stationary Determination*—If the City determines that the employee is disabled from performing the full scope of the usual and customary duties of the classification is permanent and stationary, then the City may retire the employee or otherwise separate the employee from the City's service or position in the classification.

23.11.4 *Temporary Determination*—If the City determines that the employee's disability from the performance of the full scope of the usual and customary duties of the classification is such that there exists a probability of complete recovery within a period of 365 days, or a reasonable extension thereof, then the City may grant the employee a leave of absence without pay for a period appropriate to the time necessary to determine the employee's ability to

- completely recover; or the City may not grant such leave and separate the employee from the City's service or position in the classification.
- 23.11.5 *Permanent and Stationary Determination During Leave of Absence*—If the City grants an employee a leave of absence without pay for the purpose of providing the employee with the ability to completely recover and the employee's disability becomes permanent and stationary during the period of such leave, the City may retire the employee on a disability retirement or otherwise separate the employee from the City's service or position in the classification at such time as the employee's condition becomes permanent and stationary.
- 23.11.6 *Accrued Vacation Payment*—Upon becoming eligible for Disability Insurance benefits, and upon being granted a leave of absence without pay for a period appropriate to the time necessary to determine an employee's ability to completely recover, the City will pay, at the request of the employee, any accrued vacation time for which the employee qualifies.
- 23.11.7 *Insurance Premium Payment*—The City will continue to pay insurance premiums on behalf of a disabled employee and eligible dependents, pursuant to the provisions for such payments as otherwise provided in this Agreement until the actual date of separation of the employee from City employment.

## Article 24. Recreational Facilities and Classes

### 24.1 Admission to Classes

All full-time 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).

### 24.2 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 Parks, Recreation, and Maintenance Services Department.

## Article 25. Layoff

### 25.1 Layoff

Whenever, in the judgment of the City Council, it becomes necessary, in the interest of economy or because of lack of need for the position or employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and layoff, reassign, demote, or transfer an employee holding such position or employment without filing written charges. The appointing authority may likewise layoff an employee in the competitive service because of material change in duties or

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- organization, or because of a shortage of work or work funds.
- 25.2 **Seniority for Layoff Purposes**  
Seniority for the purposes of layoff is defined as length of continuous full-time employment within the service of the City, and does not include service in a provisional and temporary status. Seniority shall be retained, but shall not accrue during any period of leave without pay, except as authorized by state and federal law.
- 25.3 **Order of Layoff**  
When one or more employees working in the same class in a City department are to be laid off (provisional and temporaries therein, having already been terminated), the order of layoff in the affected department shall be probationary employees in reverse order of seniority, then permanent employees in reverse order of seniority. Should 2 or more employees have identical City service seniority, the order of layoff will be determined by classification seniority. Whenever 2 or more employees have identical classification seniority, the order of layoff shall be determined by an established departmental seniority policy (badge numbers) or in the absence or dispute thereof, random selections.
- 25.4 **Notice of Layoff**  
Employees shall be sent written notice, including reasons therefor, by certified registered mail, return receipt requested or may be personally served the notice, a minimum of 20-working days prior to the effective date of layoff. An employee receiving said notice may respond in writing, to the City Manager. The employee's representative shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives, that do not include the consideration of the merits, necessity or organization of any service or activity. The provisions below, must be requested by the employee, in writing, 15-working days prior to the effective date of layoff.
- 25.5 **Layoff Re-employment/Reinstatement Lists**
- 25.5.1 *Classification Reinstatement List*—Probationary and permanent employees who are reclassified and/or demoted as a result of a reduction in force, shall have their names placed on a classification reinstatement list in order of their seniority. Vacant positions within the classification shall first be offered to employees on this list.
- 25.5.2 *Like Classification Reinstatement List*—Employees who are laid off shall have their names placed on a reemployment list for classifications that, in the opinion of the Director of Human Resources, require basically the same qualifications, duties, and responsibilities as those of the classification from which the layoff occurred, in order of seniority. Vacant positions in such classifications shall be offered to the reemployment list who qualify for such vacancies prior to an open or promotional recruitment.
- 25.5.3 *Duration of Re-employment/Reinstatement Lists*—No name shall be carried on a reinstatement or reemployment list for a period longer than 2 years. Refusal to accept the first offer of reinstatement or reemployment within the same classification shall cause the name to be dropped from the list. Individuals not responding to written notification forwarded to their last given address by

certified registered mail, return receipt requested, of an opening within 10-working days from mailing shall have their names removed from either the reinstatement or reemployment list. Individuals who do not meet current employment standards (i.e., medical, licenses, etc.) shall have their names removed from either the reinstatement or reemployment list.

25.5.4 *Probationary Returns*—Probationary employees appointed from a reinstatement or reemployment list must serve the remainder of their probationary period in order to attain permanent status.

## Article 26. Disciplinary Action

### 26.1 Personnel Rules and Regulations

All definitions of words, phrases, etc., and the meanings and intent of this Article, shall be in accordance with the City of South San Francisco Personnel Rules and Regulations.

### 26.2 Action by the City

The City shall take disciplinary action against a permanent employee for misconduct including, but not limited to chronic absenteeism, incompetence, insubordination, failure to follow work rules, misstatement of fact on an application or other personnel document, falsification of records, unfitness for duty, and absence without authorized leave.

26.2.1 *Disciplinary Action*—Disciplinary action may take the form of a suspension, pay reduction, demotion, or discharge.

26.2.2 *Emergency Action*—All disciplinary action taken against an employee must receive the prior approval of the appointing authority except under emergency circumstances that dictate immediate suspension of the employee by the Chief of Police. In such cases, the Chief of Police shall immediately report the action taken to the appointing authority who shall review the case and make the determination concerning the appropriateness of the suspension and of further disciplinary action.

26.2.3 *City Manager Approval*—All actions resulting in a salary reduction shall be subject to review by the appointing authority and the Chief of Police involved within 30 days following the effective date of the initial action and at regular intervals thereafter. Actions resulting in demotions may be reviewed at the sole discretion of the appointing authority.

### 26.3 Notice of Disciplinary Action

The City shall provide the affected employee with written notice prior to taking disciplinary action, except where circumstances dictate that the City take immediate action to remove the employee from the workplace. In such cases, written notice, as set forth below, shall be provided the employee within 2-working days from the date of the action. In all cases, written notice of disciplinary action shall be served on the employee personally or be certified registered mail, with a copy of the notice to be placed in the employee's personnel file.

26.4 Written Notice

The written notice shall contain the type of disciplinary action, the effective date of the action, the reason or cause for the action, that the employee may inspect copies of all materials upon which the action is based, and that the employee has the right to respond, either orally or in writing, to the authority initially imposing the discipline.

26.5 Notice Timelines

Except for instances where disciplinary action must be imposed immediately, the notice shall be provided the employee no later than 10-working days before the disciplinary action is to be effective. Where immediate disciplinary action has been imposed, such action will not be final until the aforementioned notice has been furnished to employee and the employee has been provided up to 10-working days from receipt of the notice to respond to the authority initially imposing the discipline.

26.6 Appeal Rights

Once the proposed disciplinary action has been imposed, the affected employee shall have the right to appeal. Such appeals shall be filed directly at the fourth step of the grievance procedure set forth in Rule 14 of the Personnel Rules and Regulations.

## Article 27. Grievance Procedure

27.1 Definition of a Grievance

A grievance is an allegation by an employee or a group of employees that the City has failed to provide a condition of employment that is established by this Agreement, provided that the condition of employment is not made subject to the discretion of the Chief of Police or by the City. This grievance procedure shall not apply to discipline or other matters over which the Personnel Board has jurisdiction pursuant to Title 3 of the Municipal Code. This grievance procedure shall be the exclusive means of resolving grievances of employees covered by this Agreement.

27.2 Stale Grievance

A grievance shall be void unless filed in writing within 45-calendar days from the date upon which the City is alleged to have failed to provide a condition of employment established by this Agreement, or within 45-calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure.

27.3 Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss the grievance with the immediate supervisor in an attempt to work out a satisfactory solution. If the employee and immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent him/herself individually, or may request the assistance of an employee representative, who has been officially authorized by the Union to write and formally present the grievance.

27.4 Formal Written Grievance to Captain

If the employee chooses to formally pursue the grievance, s/he shall present the written grievance to the appropriate Captain within 15-calendar days after the date upon which the grieving employee informally discussed the grievance with the immediate supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement alleged to have been violated by the City and shall specify date, times, persons, remedy requested, and other facts necessary to a clear understanding of the matter being grieved. The Captain shall respond in writing to the grievance within 15-calendar days after receipt of the written grievance. If the grievance is not resolved at this level, the employee shall have 15-calendar days from receipt of the Captain's answer to file an appeal to the Chief of Police.

27.5 Grievance to the Chief of Police

The Chief of Police shall have 15-calendar days after receipt of the grievance to review and answer the grievance in writing. A meeting between the Chief of Police, the grievant, and grievant's representative may be scheduled in order to facilitate resolution.

27.6 Informal Review by the City Manager

In the event that the grievance is not resolved by the Chief of Police, the grievant may, within 30-calendar days after receipt of the Chief of Police's decision, request in writing to the City Manager, that the grievance be heard by the City Manager.

27.7 Arbitration of Grievance

Prior to the selection of an arbitrator and submission of the grievance for hearing by an arbitrator, the City Manager or designee may informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The City Manger or designee shall have 15-calendar days to review and seek adjustment of the grievance.

27.8 Selection of an Arbitrator

The arbitrator shall be selected by mutual agreement between the City Manager or designee and the grievant or the grievant's representative. If the City Manager or designee and the grievant or the grievant's representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of 7 arbitrators who have demonstrated experience in public sector arbitration. The parties shall then alternatively strike names from the list until only one name remains, and the person shall serve as arbitrator. Lot shall determine the first strike from the list.

27.9 Duty of Arbitrator

27.9.1 *Arbitrator Decision*—Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and thereafter to make written findings of fact and disposition of the grievance, which shall be final and binding upon the parties. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Agreement applicable to the grievance, and the arbitrator shall not add to, subtract from, modify, or disregard any of the terms or provisions of the agreement.

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- 27.9.2 *Arbitrator Responsibility*—The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Agreement or, in any respect, to revise, modify or alter, any provision contained in this Agreement.
- 27.10 *Payment of Costs*  
Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. Either party shall have the right to a reporter's transcript of the hearing provided that this cost is born by the requesting party. If the other party elects to utilize a copy of the transcript, the entire costs shall be divided equally. All fees and expenses of the arbitrator shall be borne half by the City and half by the grievant.
- 27.11 *Effect of Failure of Timely Action*  
Failure of the employee to file an appeal within the required time period at any level shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 27.12 *Non-union Representation*  
In the event that an employee chooses to represent him/herself, or arranges for representation independent of the Union, the Chief of Police and the City shall make no disposition of a grievance that is inconsistent with the terms and conditions of this Agreement. In the event an employee shall elect to go to hearing independently under paragraph above, the Union shall have the right to be a full and equal party to such proceedings for the purpose of protecting the interests of its members under the terms of the Agreement.

## Section 3 - Provisions for all Unit Members

### Article 28. Agreement Modification and Waiver

#### 28.1 Full and Entire Agreement

This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding and agreements over these matters between the parties, whether formal or informal, are hereby superseded in their entirety. In the event that the provisions of this Agreement are found to be in conflict with a City rule, regulation or resolution, the provisions of this Agreement shall prevail over such conflicting rule, regulation, or resolution.

#### 28.2 Eligibility for Retroactivity

A unit member must be employed by the City in a position covered by this Agreement at the time settlement is reached on a successor Agreement and that Agreement is ratified in order to be eligible for any limited retroactivity in salary or benefit increases that the

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successor Agreement may provide.

28.3 Written Modification Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and approved by the City Council.

28.4 Waiver

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**Article 29. Signatures**

In witness thereof, the parties hereto have executed this Agreement in the City of South San Francisco on this \_\_\_\_\_ day of \_\_\_\_\_.

For the City:

For the Association:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix A - Sworn and Civilian Classifications

### **Sworn Classifications**

- Police Recruit
- Police Officer
- Police Corporal
- Police Sergeant

### **Civilian Classifications**

- Parking Enforcement Officer
- Police Property and Evidence Specialist
- Police Records Specialist
- Police Service Technician
- Senior Police Records Specialist

## Appendix B - Sworn and Civilian Classifications Salary Adjustments

<b>Sworn Classifications</b>	<b>1/1/01</b>	<b>1/1/02</b>	<b>1/1/03</b>	<b>1/1/04</b>
• Police Recruit .....	6.32%	4.0%	4.0%	Survey
• Police Officer .....	6.32%	4.0%	4.0%	Survey
• Police Corporal.....	6.32%	4.0%	4.0%	Survey
• Police Sergeant.....	6.32%	4.0%	4.0%	Survey
 <b>Civilian Classifications.....</b>	 <b>1/1/01.....</b>	 <b>1/1/02.....</b>	 <b>1/1/03.....</b>	 <b>1/1/04</b>
• Parking Enforcement Officer .....	5.0%	4.0%	4.0%	Survey
• Police Property and Evidence Specialist.....	5.0%	4.0%	4.0%	Survey
• Police Records Specialist .....	5.0%	4.0%	4.0%	Survey
• Police Service Technician .....	5.0%	4.0%	4.0%	Survey
• Senior Police Records Specialist.....	5.0%	4.0%	4.0%	Survey

## Appendix C - Side Letter-Medical Benefits

*Medical Plan Modifications*—Should the City determine that there ought to be an amendment in medical plan providers, such as an add, delete, or change, the City will undertake this conversion, making every effort to maintain the same level of service to participants without costing the City additional funds for medical plan premiums.

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## Appendix D - Side Letter-Optional PERS Benefits

### *PERS Retirement Formula Modifications—*

- D.1 *Sick Leave Service Credit*—The City will have an actuarial study conducted by PERS for Sick Leave Service Credit for both sworn and civilian positions. If the results of the study are .02% of salary or less for either the sworn or the civilian positions, then the City will implement the PERS plan modification by no later than 7/1/01. If the results of the actuarial study are .021% or more the City and the Association will meet and confer to ascertain if employee members, as a group, will pay the costs above .02%.
- D.2 *Single-highest Year Retirement Calculation*—If at any time from January 2001 through June 2003, additional PERS benefits of single-highest year retirement calculation for miscellaneous employees (civilian employees) are made available to employees classified as Miscellaneous with the Public Employees' Retirement System, and are granted to other miscellaneous employee units of the City, this unit shall also be granted those benefits.

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## Appendix E - Side Letter - Sick Leave Coding and Recognition

- E.1 *Sick Leave Usage Coding*—The City will adopt a coding system by 7/1/01 to correctly account for personal sick leave and sick leave as family care usage. The purpose of this coding system is to correctly identify how leave is used. A byproduct of this coding system will be to ensure that those employees who qualify for recognition for not using personal sick leave will be eligible for department and/or City recognition.
- E.2 *Low Sick Leave Usage Recognition*—The department management staff and the Police Association will meet by 3/1/01 to develop a program to facilitate the department's continued low sick leave usage by addressing one component of wellness, which is physical fitness through exercise. The goal of the program is to provide no more than 1 new or replacement physical fitness-related equipment/apparatus to the department gym per year.

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## Appendix F - Police Association-Salary and Benefits Staff Report

1. Include a four-year agreement, ending 12/31/2004.
2. Incorporate previously agreed-upon language into this MOU revision.
3. Modify bilingual incentive language with pre-determined languages. Grandfather in those employees in the current bilingual incentive program. Increase bilingual compensation by 2.5% on 7/1/03.
4. Increase uniform allowance for all classifications in unit each year of agreement by \$15 on 7/1/01; \$10 on 7/1/02; \$10 on 7/1/03; and \$10 on 7/1/04.
5. Maintain current level of health benefits. Add side letter about modifying medical benefit providers, if necessary.
6. Increase dental benefits to \$1,500 per calendar year, effective 1/1/01.
7. Add short-term disability benefits for civilian employees, effective 1/1/01.
8. Modify light-duty provision to allow for an employee to be assigned in another department if work is available.
9. Modify discretionary holiday payoff to be by the payperiod before the last payperiod of the calendar year.
10. Add side letter for departmental recognition program to be developed by 7/1/01.
11. Implement PERS retirement benefits of 3% at age 50 retirement formula for sworn classifications by 1/1/03.
12. Add provision that if the PERS retirement benefits are modified for any other miscellaneous unit during the life of this agreement, those modifications are also provided for this unit, such as for single-highest year retirement calculation.
13. Add side letter provision to request a PERS actuarial study for sick leave service credit for both sworn and civilian members, and if rate is .2% of salary or less for either group, then add. If rate is 2.1 or more, then meet with Association to determine if membership pays difference.
14. Modify language in such areas as Sick Leave Management Policy.
15. Modify Sick Leave and Paid Family Care Leave to ensure consistency with new laws. Eliminate Paid Family Care Leave for employees hired into unit-covered classifications after 1/1/01. Reduce Paid Family Care Leave by 8 hours for civilian classifications and by 14 hours for sworn classifications, effective 1/1/01. Eliminate remaining Paid Family Care Leave for sworn classifications by 7/1/03.
16. Modify salaries for sworn classifications for the period of 1/1/01 through 12/31/04 to include equity adjustment of 6.32% on 1/1/01, and COLA of 4% on 1/1/02, and 4% on 1/1/03; and survey for 1/1/04, with placement at the 60<sup>th</sup> percentile and maintenance of the same salary spread between levels for 1/1/04 survey.
17. Modify salaries for civilian classifications for the period of 1/1/01 through 12/31/04 to include 5% on 1/1/01, 4% on 1/1/02, and 4% on 1/1/03; and survey for 1/1/04, with placement at the 60<sup>th</sup> percentile and maintenance of the same salary spread between levels for 1/1/04 survey.