



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

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

January 1, 2002 through December 31, 2004

City of South San Francisco  
Public Safety Management Compensation Plan  
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# Public Safety Managers Compensation Plan

This Public Safety Managers Compensation Plan sets forth those salaries, benefits, and terms and conditions of employment for those employees in the Public Safety Managers Unit (hereafter, referred to as “employee”), in effect for the period beginning January 1, 2002 and continuing through December 31, 2004, and thereafter unless modified by the City Council. This Agreement may be extended to December 31, 2007 as indicated in Side Letter C.

## Article 1. Public Safety Managers Defined

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

## Article 2. Salary

### 2.1 Increases (“Me Too” Clause):

In order to ensure wage equity between the Public Safety Managers and their subordinate employees, Fire Service Public Safety Managers shall receive the same percentage wage increase provided to the Firefighters Association (IAFF) employees between 1/1/02 and 12/31/04. Police Service Public Safety Managers shall receive the same percentage wage increase provided to the Police Association (PA) sworn employees between 1/1/02 and 12/31/04. These increases shall begin on the same date that the respective Association employees receive their wage increases. Public Safety Managers shall not be guaranteed these increases, however, if given to IAFF or PA employee after 12/31/04 or if the City and the Unit have not reached an agreement on a successor Compensation Plan prior to 1/1/05.

### 2.2 Classification Compaction:

To ensure an adequate salary spread for the Police Service Public Safety Managers, the top step of the salary schedule for the Police Lieutenant classification, including all incentives, shall be no less than 15% above the top step of the Police Sergeant classification, including all incentives. The Police Lieutenant and Police Captain classifications shall maintain the same salary spread as currently in place.

### 2.3 Salary Schedule:

Each Unit-covered position shall contain 5 pay steps. Individuals in these positions may progress through the salary schedule based on satisfactory performance, but no sooner than 6 months between steps 1 and 2, and 12 months between steps 3, 4, and 5.

### 2.4 Temporary Assignment to Higher-level Positions:

An employee assigned to the full scope of the duties of a higher classification shall not be paid the salary of that higher classification unless the employee serves in that capacity for 30-calendar days or more. If this occurs, the employee shall receive the pay of the higher

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classification commencing with the first day of said service. An employee so assigned must meet the minimum qualifications for the position to which assigned.

## Article 3. Other Pay

- 3.1 Longevity Pay:  
Public Safety Management employees will receive an additional compensation based on total years of full-time, regular employee City service, according to the following schedule:
- 3.1.1 *After 15 Years of Service:* Each employee who has completed 15 years of service shall have 1.5% increase in pay added to the employee's actual hourly rate of pay for each hour in paid status.
  - 3.1.2 *After 20 Years of Service:* In addition to 3.1.1 above, each employee who has completed 20 years of service shall have an additional 1.0% increase in pay added to the employee's actual hourly rate of pay for each hour in paid status.
- 3.2 Extra Shift Pay:  
Employees in the Battalion Chief and Police Lieutenant classifications are eligible to receive extra shift pay for working an extra work shift for which they are not normally scheduled. This pay does not apply if the Battalion Chief only works a partial extra shift and does not apply when a Battalion Chief or Lieutenant is required to attend meetings or complete assignments outside his/her regular work schedule.
- 3.2.1 *Qualifying Shifts:* Extra shift pay is only for work as defined above beyond the employee's normal work schedule and is not for hours needed to attend meetings or complete assignments.
  - 3.2.2 *Compensation Amount:* Battalion Chiefs will be compensated at 1.5 times what would be their 56-hour per week hourly rate of pay for each hour of the full shift worked. Police Lieutenants will be compensated at 1.5 times what would be their 40-hour per week hourly rate of pay for each hour of the shift worked. This pay may or may not be PERSable as determined by PERS.
  - 3.2.3 *Department Head Review:* The respective Police Chief or Fire Chief, or their respective designees, will have the absolute discretion to determine the specific shifts that qualify for this program, with no appeal rights for the employee.
  - 3.2.4 *No Affect on Employee's Right to Overtime:* The Unit understands and agrees that the City's decision to pay Battalion Chiefs and Lieutenants extra shift pay does not change these employees' status as being exempt from overtime under the Fair Labor Standards Act and does not entitle them to overtime under this Compensation Plan or state or federal law.

#### **A**rticle 4. **P**ayment of **C**ompensation

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

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## Article 5. Health and Welfare Benefit Plans

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

### 5.1 Medical Insurance

5.1.1 *Available Medical Plans*: Eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the following HMO plans:

5.1.1.1 Kaiser Permanente Foundation Health "S" Plan.

5.1.1.2 Blue Shield.

5.1.2 *Payment of Premium 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.

5.1.3 *Effective Date of Coverage*: The effective date of health insurance shall be the first of the month following the date of hire, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.1.4 *Domestic Partner Coverage*: Effective 9/1/02 domestic partner benefits, subject to state and federal regulations and City requirements, are available to eligible members.

5.1.5 *Medical 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 health insurance coverage with one of the City's plans, again, subject to the terms and conditions of the City's contracts with its providers. The City shall continue to pay the premium costs for the retiring employee only and the retiring employee shall bear the premium costs for any dependents.

### 5.2 Dental Insurance:

5.2.1 *Available Plan*: Eligible employees and their dependents shall be provided dental insurance through Delta Dental Plan of California - Progressive Plan.

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

5.2.3 *Effective Date of Coverage*: Coverage is effective on the first day of the month following completion of 6 full-months of employment with the City, provided the employee properly submits a completed enrollment form within 31 days of the eligibility date. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.2.4 *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 will be completely responsible for these payments and for continuing the insurance coverage.

5.3 Vision Insurance:

5.3.1 *Available Plan*: Eligible employees and their dependents shall be provided Vision Insurance Plan – Plan “B” with a \$10.00 deductible.

5.3.1.1 *Tint Coverage*: Effective 9/1/02, smoked-color eyeglasses coverage will be available for eligible employees and their dependents.

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

5.3.3 *Effective Date of Coverage*: Coverage is effective on the first day of the month following date of hire. Coverage shall terminate at 12:00 midnight on the last day of the month in which the employee is on paid status prior to separation from employment with the City.

5.3.4 *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 self and eligible dependents under the City’s group plan by paying for the premium payments through the City. The employee will be completely responsible for these payments and for continuing the insurance coverage.

5.4 Discretionary Benefit Option.

An employee may elect to receive deferred compensation monies in lieu of medical, dental, and vision benefits through the City.

5.4.1 *Proof of Alternate Insurance*: The employee must provide proof of alternate medical insurance and will be held responsible for maintaining own medical insurance benefits through the alternate source.

5.4.2 *Method of Computation*: 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. This total will be the amount deposited in the employee’s deferred compensation account in lieu of the paid medical, dental, and vision benefits.

5.4.3 *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.

5.5 Life and Accidental Death and Dismemberment Insurance:

5.5.1 *Term Life Value*: The Term Life Insurance for employees has a face value equal to 200% of the employee’s annual base earnings, rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount of term life insurance after an eligible employee’s 70<sup>th</sup> birthday is \$100,000.

5.5.2 *AD&D Value*: Accidental Death and Dismemberment Insurance available for employees is in an amount equal to 200% of annual base earnings, rounded to the

next higher multiple of \$1,000, if not already a multiple of \$1,000. The maximum amount of AD&D after an eligible employee's 70<sup>th</sup> birthday is \$100,000.

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

5.5.4 *Effective Date of Coverage:* Coverage is effective on the first day of the month following date of hire. Coverage shall terminate on the date the employee ceases to be an employee of the City.

5.6 Disability Insurance Program:

Subject to the terms and conditions of the City's contract with the provider, full-time employees shall be provided Short-term Disability (STD) and Long-term Disability (LTD) insurance. If an eligible and covered employee becomes disabled while insured, the provider will pay benefits according to the terms of the group policy after receipt of satisfactory proof of loss.

5.6.1 *Short-term Disability:* After a 20-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.

5.6.2 *Long-term Disability:* After a 90-day waiting period, an eligible employee may receive 66-2/3% of pre-disability earnings, reduced by any deductible income as determined by the insurance carrier, up to a maximum monthly amount.

5.6.3 *Payment of Premium Costs:* The City shall pay the premium costs for medical, dental, vision, and life insurance for eligible employees to the insurance providers.

5.6.4 *Effective Date of Coverage:* Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.

5.7 Section 125 Plan:

Based on the terms and conditions of the City's plan, each employee may participate in the IRS-defined Section 125 plan.

5.7.1 *Health Care Reimbursement:* This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan.

5.7.2 *Dependent Care Reimbursement:* This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan.

5.8 Section 457 Deferred Compensation Plan:

Employees are eligible, subject to the terms and conditions thereof, to participate in the Deferred Compensation Plans available to City employees.

5.9 Retirement Plans:

Eligible employees shall participate in the Public Employees' Retirement System (PERS) Local Safety Members 2% at age 50 Formula.

5.9.1 *Optional Provisions Added:* Optional Public Agency provisions under the Public Employees' Retirement System shall also be as set forth for the respective specific police and fire units. They are generally as follows:

5.9.1.1 *Survivor Allowance:* 1959 Survivor Allowance as set forth in the Public Employees' Retirement Law, third tier benefits.

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- 5.9.1.2 *Single-highest Year Compensation*: One-year highest compensation as set forth in Public Employees Retirement Law (PERL).
  - 5.9.1.3 *Military Service Credit*: Military Service Credit as public service as provided by law.
  - 5.9.1.4 *Sick Leave Credit Provision*: Sick Leave Service Credit as set forth in PERL.
  - 5.9.1.5 *Retirement Enhancement Formula*: The 3% at age 50 retirement formula will be provided for Public Safety Managers fire members, effective the payperiod including 12/1/02, and for Public Safety Managers police members, effective the payperiod including 1/1/03.
  - 5.9.2 *Employee Contributions to Retirement Systems*: The rate prescribed by PERS for Safety Employees is 9% of salary. The remainder of any rate that may be subsequently prescribed by PERS for employee contributions, shall be deducted from employees' pay by the City in accordance with the rules and regulations governing such contributions.
  - 5.9.3 *IRS Tax Exemption*: The City has obtained an 414H2 exemption from the Internal Revenue Service granting a deferral from federal withholding taxes of that portion of the employees contribution to PERS that was at one time paid by the City. The exemption is for all employees in the Unit. Employees are responsible for individual PERS contributions and receive the 414(h)(2) exemption.
  - 5.10 Education Expense Reimbursement Program:
    - All full-time regular employees are eligible to participate in this program.
    - 5.10.1 *Education Expense Reimbursement Amount*: An employee who takes a course at an accredited institution of learning shall be eligible to receive reimbursement of 50%, not to exceed \$500 per fiscal year for the costs of tuition, fees, and course materials. Reimbursement is made upon successful completion of the course and submission of a grade C or better or pass designation, if it is a pass/fail course. In order to qualify for reimbursement, the employee must do the following:
      - 5.10.2 *Qualifying for Education Expense Reimbursement Program*: Prior to enrollment, the employee must receive the written approval of the department head. The employee will submit a description of the course and the request, briefly describing the manner in which the employee believes the course may advance the employee's career with the City and/or how the course is job-related. The department head will make a determination to accept or reject the request.
      - 5.10.3 *Reimbursement Request*: The employee must then submit a request reimbursement to the City Manager, which includes the following:
        - 5.10.3.1 A copy of the department head's written approval of the course.
        - 5.10.3.2 A copy of the employee's grade for the course.
        - 5.10.3.3 Receipts for all expenses related to the course with a total amount requested for reimbursement.
      - 5.10.4 *Repayment for Course Costs*: For every cumulative \$500.00 of reimbursement for educational expense that the employee receives, the employee must agree to remain in City employment for an additional 12-month period. The employee will be required to reimburse the City for the proportional amount of the

reimbursement received should the employee voluntarily separate from City employment for any reason other than illness or injury before completing this employment obligation.

5.11 Deceased Employee/Retiree Benefits:

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

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

5.12 Payment of Unused Accumulated Sick Leave:

5.12.1 *Accrued After 7/1/86*: Upon separation from City employment as a result of a work-related injury or illness, full service retirement after 10 years of service, retirement at age 50, or death, an employee shall be entitled to be paid half of the employee's accumulated sick leave at the time of the event. In no case shall an employee receive more than 600 hours (1/2 of 1,200 accrued hours) of paid sick leave, regardless of any amounts credited on July 1986, for the period when the 90-day sick leave plan was in effect. Payment of unused sick leave shall be made at the employee's actual hourly rate of pay. Battalion Chiefs who work a 56-hour workweek will have their hourly rate converted to the 40-hour equivalent and payment for excess sick leave pursuant to this provision shall be made at the 40-hour rate.

5.12.2 *Payment of Unused Accumulated Sick Leave for Certain Employees – Retroactive*: An employee who had accumulated unused sick leave as of 6/27/75, under the discontinued sick leave accumulation plan, shall receive payment for 50% of the recorded hours, at the employee's discretion either within 60 days from the date that this agreement goes into effect or upon the separation of the employee from the City's employment at the employee's actual hourly rate of pay. At the option of the employee, payment may be deferred to the first payperiod of the calendar year immediately following the date of separation. In no case shall an employee receive more than 600 hours (1/2 of 1,200 accrued hours) of paid sick leave, regardless of any amounts recorded as of 6/27/75 in excess of 1,200 hours.

## Article 6. Holidays

6.1 Monday-Friday Employees:

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

6.2 Continuous Service Employees:

6.2.1 *Battalion Chiefs*: Employees who work a 56-hour schedule shall receive holiday compensation in lieu of paid time off as follows.

6.2.1.1 *Full-day Holidays*: An additional 10.7% of the biweekly wage rate for which the employee would otherwise qualify for each payperiod in which the authorized holidays as listed in this Section occurs.

6.2.1.2 *Half-day Holidays*: An additional 5.35% of the biweekly wage rate for which the employee would otherwise qualify for each payperiod in which the authorized holidays as listed in this Section occurs.

6.2.2 *Other Employees*: All other employees, who by nature of the assignment, and who are unable to observe City holidays, shall be compensated for the authorized holidays as described below.

6.2.2.1 *Full-day Holidays*: Eight hours of straight time pay for the holiday and straight time for the hours worked.

6.2.2.2 *Half-day Holidays*: Four hours of straight time pay for the holiday and straight time for the hours worked.

6.3 Paid Status Before and After a Holiday:

Regular employees in paid status the entire day before, as well as the entire day after a holiday is observed by the City, shall be entitled to receive compensation for 8 hours of holiday time for each full-day holiday and 4 hours of holiday time for each half-day holiday. Holiday time shall be considered as hours worked.

6.4 Observed Full-day Holidays:

The City observes the following holidays:

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

6.5 Observed Half-day Holidays:

In addition, the City observes the following half-day holidays:

December 24.....	Christmas Eve Day
December 31 .....	New Year’s Eve Day

6.6 National Day:

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

6.7 Days of Holiday Observation:

Holidays which fall on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. Half-day holidays shall be

observed on the workday immediately proceeding the day upon which Christmas Day and New Year's Day are observed.

6.8 Discretionary Holiday:

Each full-time regular employee is eligible for one-full day holiday, in addition to the holidays observed by the City. This holiday may be taken before the last full payperiod prior to the end of each year. Any employee who has not taken this holiday before the last full payperiod prior to the end of each year will be paid for the unused holiday at the employee's actual hourly rate of pay.

6.9 Holidays Worked for M-F Staff:

Monday through Friday Police Lieutenants and Battalion Chiefs, who would normally not work holidays, may actually work 6 additional 8-hour holidays each year for straight-time compensation. The respective department head will determine specific holidays that qualify for this program.

## Article 7. Leaves

7.1 Vacation Leave:

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

- | 7.1.1. Length of Continuous Service                        | Biweekly Accrual Rate |
|--|-----------------------|
| Start date through completion of 4 <sup>th</sup> year .... | 4.62 hours            |
| Fifth through 14 <sup>th</sup> year.....                   | 6.16 hours            |
| Fifteenth through 24 <sup>th</sup> year .....              | 7.69 hours            |
| Twenty-fifth and succeeding years.....                     | 9.23 hours            |
- 7.1.2 *Vacation Maximum Accrual:* An employee may accumulate up to 2 times annual accrual rate as unused vacation and carry-over such accumulated vacation from year to year. An employee who has accrued more than that amount will be compensated for the excess in January of each year. Those employees who request to exceed the maximum accrual amount without being paid for the excess in January may only do so with the express written permission of the City Manager. Employees do not earn vacation pay while they are on unpaid leave of absence.
- 7.1.3 *Payment on Separation:* An employee who retires or separates from City employment and who has accumulated unused vacation leave, shall be compensated for all leave at the employee's actual hourly rate of pay at the date of retirement or separation. Battalion Chiefs who work a 56-hour workweek will have their hourly rate converted to the 40-hour equivalent and will be compensated in pay at the 40-hour rate.
- 7.1.4 *Vacation Leave Compensation:* 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 the scheduled leave. Battalion Chiefs who work a 56-hour workweek will have their hourly rate

converted to a 40-hour equivalent and will be compensated in pay for unused vacation leave at this rate.

7.1.5 *Amount Used for Each Vacation Day:* Battalion Chiefs who work a 56-hour workweek will be charged 13.3 hours for every 24 hours off. All other employees shall charge hour for hour.

7.2 Administrative Leave:

Each full-time regular employee shall be entitled to receive administrative leave in recognition of the City's expectation that members routinely and consistently perform their position duties during times in excess of the normal 5-day, 40-hour workweek. Battalion Chiefs who work a 56-hour workweek will be paid all administrative leave at a 40-hour rate.

7.2.1 *Administrative Leave:* Administrative Leave of 40 hours per fiscal year shall be accrued on July 1<sup>st</sup> of each fiscal year and may be taken in paid time off or directly compensated at the employee's actual hourly rate of pay at the time compensation is requested. A new employee shall be entitled to receive administrative leave at the rate of 1.538 hours for each payperiod of employment remaining in the fiscal year during which the employee was hired. Administrative leave may not be carried forward from one fiscal year to the next and must be used before the commencement of the last payperiod of the fiscal year.

7.2.2 *Supplemental Administrative Leave:* Employees are also eligible to receive up to an additional 40 hours of administrative leave per fiscal year. It is recognized that not all members of this Unit will satisfy the eligibility criteria and only those satisfying the criteria may receive additional hours.

7.2.2.1 *Qualifying for Supplemental Leave:* To qualify for supplemental leave, an employee must be required to work additional hours substantially in excess of the customary workweek. The employee's department head will make the determination as to whether an employee is "required to work" additional hours. In making this determination, the department head will distinguish between that which is typical versus that which is extraordinary. Illustrative of the factors to be considered are the extent to which an individual:

- Attends evening meetings and whether attendance is a recurring obligation.
- Regularly performs City-related duties beyond usual working hours in response from direction by department head or designee.

7.2.2.2 *Recommending Supplemental Leave:* Once a department head has identified proposed supplemental hours, the recommendation shall be submitted to the City Manager for approval.

7.2.2.3 *Unused Supplemental Leave:* Supplemental administrative leave earned but not used may not be carried forward from one fiscal year to the next, nor may unused hours be converted to compensation.

7.3 Non-industrial Sick Leave:

An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or

illness, which is not industrially caused, shall be eligible to receive sick leave without loss of salary or benefits within the limits set forth below.

7.3.1 *Accrual*: Each employee will accrue sick leave at the rate of 8 hours per month.

7.3.1.1 *Prior to 7/1/86*: In addition, each employee in City service on 7/1/86 will be credited with an amount of sick leave, which would have been accrued during the period of the 90-day sick leave plan, including the deduction for any usage should the employee voluntarily separate from City employment for any reason other than illness or injury before completing this employment obligation; 7/1/86. Family care, bereavement leave, and medical appointment leave will not be counted.

7.3.2 *Sick Leave Conversions*: Effective 7/1/02, sick leave will not be converted at the time of appointment to a Unit-covered classification or at any other time during the employee's tenure in a Unit-covered classification.

7.3.3 *Usage*: All employees in the Unit will use sick leave on an hour-for-hour basis with the exception as defined below.

7.3.3.1 *Fire Shift Employees*: 56-hour shift employees who miss work for sick leave purposes for 8 or more consecutive calendar days will be charged for 40 hours of sick leave for each 7-day period of absence. Partial week absences will be charged for each day absent at 8-hours per day.

7.3.4 *Definition of a Separation from City Employment as a Result of a Work-related Injury or Illness*: A separation arising out of a work-related disability, which is of a serious or life/threatening nature, that prohibits the employee from engaging in his/her usual or customary occupation or a similar occupation, and which severely limits the employee's mobility and ability to engage in productive and gainful employment with or without reasonable accommodation.

7.3.5 *Sick Leave Management Policy*: The City's Sick Leave Management Policy Administrative Instruction defines abuse of sick leave as the use of sick leave for purposes other than illness or injury. Consistent with this policy, the monitoring, management, maximum sick leave use, and reporting should conform to a general City standard.

7.3.5.1 *Review Standard*: Those employees exceeding 56 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.

7.4 *Medical Appointment Leave*:

An employee may be granted up to 8 hours per year of leave without loss of salary or benefits for the purpose of going to appointments with medical doctors or dentists in instances where the employee is reasonably unable to arrange for such appointments to occur during non-work time. This leave is limited to the first 8 hours taken to attend medical appointments. All others hours taken for this purpose will be charged to sick leave.

7.5 *Paid Family Care Leave*:

7.5.1 *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 department head or designee may grant leave to an employee for some other person (other than family member, as listed), if in the opinion of the department head or designee, there exists or existed an extraordinary close familial relationship between the employee and such other person.

7.5.2 *Eligibility for Paid Family Care Leave:* An employee may be granted up to a maximum of 32 hours of paid leave during each calendar year.

7.5.2.1 *56-Hour Employees:* Effective the payperiod including 9/1/02, for 56-hour employees, Paid Family Care Leave shall be 24 hours per year for the purpose of obtaining medical consultation or treatment or for caring for an injured or ill family member as defined above.

7.5.2.2 *40-Hour Employees:* Effective the payperiod including 9/1/02, for 40-hour employees, Paid Family Care Leave shall be 16 hours per year for the purpose of obtaining medical consultation or treatment or for caring for an injured or ill family member as defined above.

7.5.2.3 *Elimination of Leave*—Effective the payperiod including 1/1/03, the remaining hours of the Paid Family Care Leave for both 56-hour and 40-hour employees will be eliminated.

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

7.5.3.1 *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.

7.5.3.2 *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 as defined above, if eligible, shall not exceed one-half of the employee's annual accrual of sick leave. Sick leave for Family Care for all public safety manager employees is taken at an hour-for-hour rate.

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

7.5.5 *Leave Accounting:* The accounting for paid family care leave and sick leave as family care shall be on a payroll calendar year basis, effective the payperiod including January 1<sup>st</sup> of each year.

7.6 Bereavement Leave:

An employee may be granted paid leave of absence upon the death or for the funeral of a family member as defined below.

7.6.1 *Definition of Family Member:* For the purposes of Bereavement Leave a family member shall include the employee's spouse, child, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. In addition, the department head may grant leave to an employee for some other person if, in the opinion of the department

head, there exists or existed an extraordinarily close familial relationship between the employee and such other person.

7.6.2 *Leave Within California:* Employees working 40-hour workweeks may be granted up to a maximum of 24 hours of bereavement leave, per occurrence, and employees working 56-hour workweeks will be granted up to 2 shifts for the death or for attending the funeral of a family member within California.

7.6.3 *Leave Outside California:* Employees working 40-hour workweeks may be granted up to a maximum of 40 hours of bereavement leave, per occurrence, and employees working 56-hour workweeks will be granted up to 3 shifts for the death or for attending the funeral of a family member outside California.

7.7 Industrial Injury Leave:

An employee who is temporarily and/or partially disabled from performing work as a result of any injury or illness, which has been determined to be industrially caused necessitating absence from work, shall be entitled to receive paid injury leave without loss of salary or benefits as provided for in Labor Code Section 4850 and its related sections.

7.8 Military leave:

Military leave shall be granted in accordance with the applicable federal or state law.

7.9 Pregnancy Disability and Childcare Leave:

Employees may be granted up to the maximum period of time permitted by law for disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions or for reason of the birth or a child or the placement of a child with an employee in connection with adoption. These leaves may run concurrently with Pregnancy Disability, Family Medical Leave Act, or the California Family Rights Act.

7.10 Disability Leave:

After an employee qualifies for long-term disability insurance benefits in accordance with the requirements of the City's policy, the City shall determine whether to do the following:

7.10.1 *Separate Employee from City:* Separate the employee from his/her position if the employee is unable to perform the essential functions of his/her job with or without reasonable accommodation.

7.10.2 *Leave of Absence:* Grant the employee a leave of absence without pay for any period up to 365 calendar days or a reasonable extension thereof if there is medical documentation to support the fact that the employee should be able to return back to work to perform the essential functions of his/her job with or without accommodation at the end of the leave of absence. If the City grants an employee a leave of absence without pay for any period and the employee is unable to resume work prior to or at the expiration of such leave, the City may subsequently grant additional leave or separate the employee from City service. An employee, who has been granted a leave of absence without pay, may request and receive payment for any unused vacation accumulated by the employee. The City will continue to pay medical, dental, and vision insurance premiums for a disabled employee until the date upon which employee is separated from City employment.

7.10.3 *90-day Qualification Period*: In cases where an employee has applied for and qualified for long-term disability benefits, the City will not separate an employee until the employee from City service until the 90-day qualification period has expired, unless the City and the employee agree to an earlier separation date.

## **A**rticle 8. **R**ecreation **F**acilities and **P**rograms

### 8.1 Admission to Classes:

All regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 5 recreational classes during a 12-month period. (Lab fees or ingredient fees not included.)

### 8.2 Use of Facilities:

Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities on the employee's non-work time. Employee admission to recreation facilities and recreation classes shall be accomplished in conformance with the rules and regulations established by the department responsible for the program.

## **A**rticle 9. **G**rievance **P**rocedure

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

## **A**rticle 10. **D**isciplinary **A**ction

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

## **A**rticle 11. **A**dministration of **C**ompensation **P**rogram

### 11.1 Full and Entire Agreement:

Public Safety Managers Representation Unit Compensation Program sets forth the full and entire compensation program for members of the group and prior or existing agreements regarding these matters, whether formal or informal, are hereby superceded or terminated in their entirety. In the event that the provisions of this Compensation Program are found to be in conflict with a City rule, regulation, or Agreement, the provisions of this Program shall prevail over such conflicting rule regulation, or agreement.

### 11.2 Administration of Program:

The City Manager through the Personnel Officer shall administer the Compensation Program and may establish such policies, rules, and regulations as are deemed

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appropriate to the effective administration of the Program. Employees shall comply with such policies, rules, and regulations as established by the City Manager, who shall be empowered for any purpose deemed by the City Manager to be appropriate to the circumstances.

11.3 Annual Meeting:

On a yearly basis, or more frequently if needed, and prior to making any revisions to this Compensation Program, the City will meet with members of the Public Safety Managers Unit.

## Article 12. Signatures

Except as amended herein and hereby, all terms and conditions of the Compensation Plan between the City of South San Francisco and the Public Safety Managers as set forth originally in the Plan for the period of January 1, 2002 through December 31, 2004 shall remain in full force and effect for the contract term set forth herein.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

For the City

For the Public Safety Managers

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix A - Public Safety Managers Classifications

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

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

## Appendix B - Salary Adjustments

Salary increases are set forth below and shall be effective on the payperiod that includes January 1<sup>st</sup> or July 1<sup>st</sup>, of each year depending on the department to which the Unit member belongs. Salary rates shall be increased as outlined below.

A salary survey will be conducted for the respective fire Unit and the resultant percent increases for firefighter classification will be reflected for all public safety fire members by mid-July 2002, 2003, and 2004 effective July 1<sup>st</sup> of each year. A salary survey will also be conducted for the respective police Unit, and the resultant percent increases for the sergeant classification will be reflected for all public safety police members effective January 1<sup>st</sup> of each year that a survey is conducted between 1/1/02 and 12/31/04.

<b>Classification</b>	<b>7/01</b>	<b>1/02</b>	<b>7/02</b>	<b>1/03</b>	<b>7/03</b>	<b>1/04</b>
Battalion Chief -----	5.84%	0%	TBD	0%	TBD	0%
Deputy Fire Chief-----	5.84%	0%	TBD	0%	TBD	0%
Fire Marshall -----	5.84%	0%	TBD	0%	TBD	0%
Police Lieutenant-----	0%	4%	0%	4%	0%	TBD
Police Captain -----	0%	4%	0%	4%	0%	TBD

## Appendix C - Side Letter of Agreement (Dental and Retiree Medical Benefits)

- C.1 *Dental Coverage:* The Unit requests to explore the feasibility of increasing dental insurance benefits above the current \$1,500 per year to match that of IAFF. This modification, if accepted, would occur no later than 1/1/03. The criteria for this change would be the changing of disability insurance carriers that would result in a significant savings and a reduction in life insurance benefits. The savings would then be used to fund the increase in dental insurance.
- C.2 *Retiree Spouse Medical Coverage:* In the event that the City institutes a retiree spouse medical plan for any other City unit, such plan will also be available for this Unit. The City and the PSM Unit will meet to discuss the components of the plan, and if the PSM Unit wishes to participate in the program under the same terms as the other unit, the Public Safety Managers Agreement will be extended by an additional 3 years after its original expiration date, through 12/31/07.

## Appendix D - Staff Report