



The City of **South**
San Francisco

Compensation Plan
for the
Executive Management Unit

July 1, 2022 to June 30, 2025

City of South San Francisco
 Compensation Plan
 for the
 Executive Management Unit
 July 1, 2022 through June 30, 2025

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City of South San Francisco
Compensation Plan
for the
Executive Management Unit

July 1, 2022 through June 30, 2025

Preamble

This Executive Management Compensation Plan sets forth those salaries, benefits, and terms and conditions of employment for full-time regular employees in Executive Management that shall be in effect commencing with the original Agreement and continuing thereafter, unless modified by the City Council.

Article 1. Executive Management Employees Defined

Executive Management consists of all full-time regular employees in those positions in the exempt service of the City of South San Francisco as identified in Appendix A. This unit also includes such classifications as may be added to it by the City at a later date.

Article 2. Compensation

2.1 Definitions—

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

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

2.2. *One-time Recognition Bonus*—Effective the first full pay period following the adoption of the Compensation Plan by City Council, each member of the Executive Management Team shall receive a one-time, non-pensionable, lump sum recognition bonus of \$4,800.

2.3. *Salary*—All members in the Executive Management team shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:

- Year 1 (July 1, 2022-June 30, 2023) effective the first full pay period following the adoption of the Compensation Plan by Council: six percent (6%);
- Year 2 (July 1, 2023-June 30, 2024) effective the first full pay period of July 2023: three percent (3%);
- Year 3 (July 1, 2024-June 30, 2025) effective the first full pay period of July 2019: three percent (3%)

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

- 2.4. *Equity Adjustments*—Based on a total compensation study conducted by the City as of April 2022, any classification below market based on the salary survey shall be brought up to the 60th percentile of total compensation, provided that such adjustment does not exceed three percent (3%). Equity adjustments shall be effective the first full pay period following the adoption of the Compensation Plan by Council.
- 2.5. *Salary Control Point*—A Control Point has been established for each Department Head classification. The Control Point is set based on the total compensation survey as described in Article 2.3, with consideration given to internal alignment. The City Manager shall establish salaries for department heads within a range of 10% above or below the Control Point. Adjustments to control points do not result in an immediate increase and are based on a periodic review of applicable classifications in the market. Salary placement is based upon performance review and experience.
- 2.6. *Special Compensation*—The City Manager has authority, in consultation with the City Council, to grant special compensation not to exceed 15% of base pay to Executive Management employees in the form of:
- 2.6.1. *Management Incentive Pay* due to the unique nature of their job and the special skills, knowledge and abilities required; and
- 2.6.2. *Temporary Upgrade Pay* when employees are required to work in an upgraded position/classification on a full-time, temporary basis. (Note: Temporary Upgrade is not reportable for PEPRA new members, or those hired by a CalPERS public agency, for the first time, on or after January 1, 2013.)
- Such special compensation must be reported periodically as earned, must be part of normally required duties, performed during normal work hours, and not paid exclusively in the final compensation period.
- 2.7. *Emergency Declaration*—In the event that a state emergency is declared for the City by the City Council, County of San Mateo, State of California, or Federal Government, employees will be paid at the rate of time and one-half for the hours worked in excess of 40 hours in a week on activities related to disaster management and recovery that are reimbursable by state or federal funding. Employees will be similarly compensated when rendering aid to other agencies in an emergency declaration situation where overtime is reimbursable by the requesting agency. Overtime shall be paid within a reasonable time to allow processing and shall not be withheld until settlement of claims for reimbursement.

Article 3. Allowances and Reimbursements

- 3.1 *Vehicles and Vehicle Allowances*—Effective August 1, 2015, Executive Management employees may receive either a monthly automobile allowance of \$450 or elect to have a City-owned vehicle assigned for use in lieu of a monthly automobile allowance, provided that such assignment is approved by the City Manager and that the employee agrees to such conditions as may be established regarding the assignment of a vehicle. Vehicle or vehicle allowances as of the date of the printing of this document are outlined as follows:

Job Classification	Monthly Allowance	Vehicle
Assistant City Manager	x	
Assistant to the City Manager	x	

Job Classification	Monthly Allowance	Vehicle
Chief of Police.....		X
Fire Chief.....		X
Director of Capital Projects	X	
Director of Economic & Community Development	X	
Director of Human Resources	X	
Director of Finance.....	X	
Information Technology Director	X	
Communications Director	X	
Director of Parks & Recreation	X	
Director of Public Works	X	
Library Director.....	X	

- 3.2 *Executive Management Professional Development Allowance*—In each fiscal year, all bargaining unit employees shall receive \$1000 for personal and professional development. The stipend is intended for professional reference materials, outside training, extra coursework, personal electronic equipment (when utilized for work-related purposes, and professional organization membership). This stipend shall be paid in accordance with PERL (Public Employees’ Retirement Law) and the IRS tax code. Stipends shall be paid with the first full pay period in January of each year, and shall not be prorated for new employees. Employees who have submitted their intent to separate from the City shall not be eligible for this stipend.
- 3.3 *Education Expense Reimbursement Program*—All employees are eligible to participate in this program. With approval by the City Manager, an employee who takes a course at an accredited institution of learning shall be eligible to receive reimbursement of up to 50% of the costs, not to exceed \$5,000 per fiscal year, for tuition, fees, and course materials.
- 3.4 *Uniform Allowance for Safety Employees*—Subject to Department rules, safety employees may receive up to \$1,100 per fiscal year for the purchase and maintenance of approved uniform items. This excludes items that are for personal health and safety such as protective garments and safety shoes.

Article 4. Benefits

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:

4.1 *Medical Insurance*—

- 4.1.1 *Available Medical Plans*—Eligible employees shall be permitted to select medical insurance coverage for themselves and their eligible dependents from one of the plans the City has with the carriers, subject to the terms and conditions of the City’s contract with the providers.
- 4.1.2 *Payment of Premium Costs*—The City shall pay the equivalent of the HMO premium cost for employees and their dependents to the insurance provider for the plan selected by each employee.

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- 4.1.2.1. *Employee HMO Medical Premium Cost*—All employees on the City’s medical plans shall contribute an amount equal to 15% of the HMO premium based on plan choice and category of coverage (single, two, family).
 - 4.1.2.2. *Employee Non-HMO Medical Premium Cost*—In addition to the Employee HMO premium cost, employees enrolled in more expensive plans pay any additional cost over the HMO rate based on plan choice and category of coverage (employee only, two or family).
 - 4.1.3 *Effective Date of Coverage*—The effective date of medical 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 medical insurance carrier’s contract for discontinuance of dependents no longer eligible for coverage.
 - 4.1.4 *Changes in Medical Insurance for Employees*—Should the City determine that there ought to be an amendment in medical plan providers, such as adding, deleting, or changing providers, 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.
 - 4.2 *Dental Insurance*—
 - 4.2.1 *Core Dental Plan*—Eligible employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.
 - 4.2.2 *Calendar Year Maximum*—The annual maximum benefit is \$1,500.
 - 4.2.3 *Orthodontia*—The lifetime maximum orthodontia benefit is \$1,000 for eligible dependents.
 - 4.2.4 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
 - 4.2.5 *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.
 - 4.2.6 *Buy-Up Dental Plan*—Subject to the terms and conditions of the City’s contract with the provider, employees may participate in an enhanced dental plan by paying the additional coverage costs over the core dental plan.
 - 4.3 *Vision Insurance*—
 - 4.3.1 *Available Plan*—Eligible employees and their dependents shall be provided vision insurance, including tint coverage, subject to the terms and conditions of the City’s contract with the provider.
 - 4.3.2 *Payment of Premium Costs*—The City shall pay the premium costs for employees and their dependents to the insurance provider.

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- 4.3.3 *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.
- 4.4 *Discretionary Benefit Option*—An employee may elect to receive \$550 per month in lieu of medical, dental, and vision benefits through the City. All City contributions will be made to the employee's Medical After Retirement Account (MARA).
- 4.4.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate medical insurance and will be held responsible for maintaining his or her own medical insurance benefits through the alternate source.
- 4.5 *Life and Accidental Death and Dismemberment Insurance*—
- 4.5.1 *Term Life Value*—Subject to the terms and conditions of the City's contract with the provider, the amount of Life Insurance benefit for employees is \$50,000.
- 4.5.2 *AD&D Value*—Subject to the terms and conditions of the City's contract with the provider, the maximum amount of Accidental Death and Dismemberment Insurance benefit available for employees is \$50,000.
- 4.5.3 *Payment of Premium Costs*—The City shall pay the premium costs for employees to the insurance provider.
- 4.5.4 *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.
- 4.5.5 *Supplemental Life Insurance*—Employees may purchase additional life insurance at their own cost, subject to the terms and conditions of the plan.
- 4.6 *Disability Insurance Programs*—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 disability.
- 4.6.1 *Short-term Disability*—After a 20-day waiting period, an 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 amount, until LTD benefits begins.
- 4.6.2 *Long-term Disability*—After a 90-day waiting period, an 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 amount.
- 4.6.3 *Paid Family Leave (PFL)*—During the first year of the term of this plan, the City shall implement a paid family leave benefit to provide partial wage replacement for up to eight (8) weeks for the purposes of caring for a seriously ill family member, bonding with a newly born child, adopted child, or fostered child, or to attend to a qualifying exigency related to covered active duty of a family member. The Paid Family Leave benefit calculation shall be equivalent to that of the California State EDD benefit.
- 4.6.4 *Payment of Premium Costs*—The City shall pay the premium costs to the insurance providers.

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- 4.6.5 *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.
- 4.7 *Section 457 Deferred Compensation Plan*—Subject to the terms and conditions of the City’s Deferred Compensation Plan, employees are eligible to participate in the IRS defined Section 457 plans available to City employees.
- 4.8 *Section 125 Flexible Benefit Plan*—Subject to the terms and conditions of the City’s plan and the governing laws relating to Flexible Benefit Plans, each employee may participate in any or all of the plan’s three (3) components. Section 125 benefits are available for employees and their dependents as defined by the U.S. Tax Code.
- 4.8.1 *Group Insurance Premium Plan*—Participants pay premium contributions for employee and/or dependent coverage under the City’s health care plans on a pre-tax basis, unless the participant opts out of the pre-tax premium plan.
- 4.8.2 *Health Care Reimbursement*—Participants may set aside salary of up to the IRS limit (\$2,850 effective 1/1/2022) per year on a pre-tax basis to be used to pay their qualified out-of-pocket unreimbursed health care expenses.
- 4.8.3 *Dependent Care Reimbursement*—Participants may set aside salary of up to \$5,000 per year on a pre-tax basis to pay for their qualified dependent care expenses.
- 4.9 *Deceased Employee 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 all the following conditions are met:
- the employee must be enrolled in the plan prior to the qualifying event;
 - there is no cost to the City;
 - the provider does not require a City contribution; and
 - the City is held harmless if the coverage is discontinued.
- 4.10 *Retired Employee Benefits*—
- 4.10.1 *Group Medical Insurance for Qualifying Retirees*—An employee who was hired on or prior to April 24, 2010 may elect to continue his or her City sponsored medical insurance if the employee is enrolled in the City’s group medical plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The monthly premium that the City will make for retiree medical insurance pursuant to this provision equals the monthly monetary contribution that the City makes for single retiree medical HMO coverage. Retirees will be required to pay any additional costs in order to receive retiree medical benefits. An eligible retiree may also elect to continue dependent coverage provided that the retiree bears the full premium costs for any eligible dependents. A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that unretires from CalPERS and returns to active service with a CalPERS covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.
- 4.10.2 *Medical After Retirement Account (“MARA”)*—An employee who was hired after April 24, 2010 will receive City contributions of one and one-half percent (1.5%)

of such an employee's base salary toward a Medical after Retirement Account (e.g. VEBA or similar City-sponsored plan).

- 4.10.3 *Group Dental Insurance for Qualifying Retirees*—An employee may elect to continue his or her City-sponsored dental insurance if the employee is enrolled in the City's group dental plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing dental coverage.
- 4.10.4 *Group Vision Insurance for Qualifying Retirees*—An employee may elect to continue his or her City-sponsored vision insurance if the employee is enrolled in the City's group vision plan and retires concurrently with CalPERS and the City. In order to be eligible for this benefit, the employee must have five years of continuous City employment at the time of his or her retirement. The retiree bears the full premium costs for himself/herself and any eligible dependents and will be completely responsible for these payments and for continuing vision coverage.
- 4.10.5 *Continued Retiree Health Eligibility*—A retiree must continually receive a CalPERS retirement allowance in order to remain eligible to receive retiree medical insurance contributions. Any retiree that un-retires from CalPERS and returns to active service with a CalPERS covered agency, excluding active service with the City of South San Francisco, will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision. A retiree that un-retires from CalPERS and returns to active service with the City of South San Francisco is eligible to resume his/her retiree health benefits upon retiring again from the City after at least one (1) year of continuous service. The City Manager may approve an exception to the one (1) year of continuous service requirement in the event of an unforeseen circumstance that prevents the employee from completing the year of service.
- 4.11 *Retirement Benefits*—The benefit contract in effect between the City and the Public Employees' Retirement System (PERS) on behalf of employees of this unit shall be continued during the term of this Agreement.
 - 4.11.1 *Local Miscellaneous Employees Retirement Formula*—
 - 4.11.1.1. *2.7% at Age 55*—Classic Members as defined by CalPERS who were hired by the City before April 24, 2010 will be provided a retirement benefit formula of Miscellaneous Employees 2.7% at age 55 with one-year final compensation.
 - 4.11.1.2. *2% at Age 60*—Classic Members as defined by CalPERS who were hired by the City on or after April 24, 2010 will be provided a retirement benefit formula of Miscellaneous Employees 2% at age 60 with 3-year final compensation.
 - 4.11.1.3. *2% at Age 62*—New Members as defined by PEPRA will be provided a retirement benefit formula of Miscellaneous Employees 2% at age 62 with 3-year final compensation.
 - 4.11.2 *Local Miscellaneous Employee Contribution to Retirement System*—The rate prescribed by the Social Security Act for employee contributions shall be deducted

from the employee's pay by the City. The rate prescribed by the Public Employees' Retirement Law (PERL) for employee contributions shall be deducted from the employee's pay by the City and forwarded to PERS in accordance with the rules and regulations governing such employee contributions. The contributions will be tax-deferred under IRC section 414(h).

4.11.2.1. *Local Miscellaneous Classic Member PERS Cost-Sharing Contribution*—Local Miscellaneous Classic members shall pay, in addition to the current 7% or 8% employee contribution, two percent (2%) of the employer's PERS contribution.

4.11.3 *Local Miscellaneous Employees Optional Public Agency Provisions*—

4.11.3.1. *Military Service Credit as Public Service*—An employee may purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.

4.11.3.2. *Unused Sick Leave Service Credit*—Credit for unused sick leave.

4.11.4 *Local Safety Employees Retirement Formula*—

4.11.4.1. *3% at age 50*—Classic Members as defined by the Public Employees' Pension Reform Act (PEPRA) who are hired by the City before April 24, 2010, will be provided a retirement benefit formula of Local Safety 3% at age 50 with one-year final compensation.

4.11.4.2. *3% at age 55*—Classic Members as defined by PEPRA who are hired by the City on or after April 24, 2010, will be provided a retirement benefit formula of Local Safety 3% at age 55 with 3-year final compensation.

4.11.4.3. *2.7% at age 57*—New Members as defined by PEPRA will be provided a retirement benefit formula of Local Safety 2.7% at age 57 with 3-year final compensation.

4.11.5 *Local Safety Member Contribution to Retirement System*—Employees will pay the employee portion to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions. The employee contribution for Classic Safety members as designated by CalPERS is 9%. New members as designated by CalPERS shall pay 50% of the total normal cost rate, in accordance with Government Code 7522.30. Employee contributions will be tax-deferred under IRC Section 414(h)(2).

4.11.5.1. *Local Safety Classic Members PERS Cost-Sharing Contribution*—All Safety Classic members shall pay, in addition to the current 9% employee contribution, an additional three percent (3%) of the employer's PERS contribution. Employee contributions will be credited to each member's account as normal contributions and will be refundable to members who separate from CalPERS covered employment and elect to withdraw their contributions.

4.11.6 *Local Safety Employees Optional Public Agency Provisions*—

4.11.6.1. *Military Service Credit as Public Service*—An employee may purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment.

4.11.6.2. *Third Level 1959 Survivor Benefits*—Survivor benefits for members who are not covered by Social Security.

- 4.11.6.3. *Unused Sick Leave Service Credit*—Credit for unused sick leave.
- 4.12 *Medical After Retirement Account (“MARA”)*—
- 4.12.1 *Employer Contributions for Employees Hired on or after April 24, 2010*—The City will contribute one and one-half percent (1.5%) of such an employee’s base salary toward a Medical after Retirement Account (e.g. VEBA or similar City-sponsored plan).
- 4.12.2 *Mandatory Employee Compensation Contributions*—The City will make mandatory contributions of employee compensation to the MARA plan as follows:
- Reduction of salary of \$50 per pay period to be deposited into the MARA plan.
- 4.12.3 *Mandatory Employee Leave Contributions*—All employees shall contribute accrued leave to the MARA plan pursuant to 6.12. *Separation Benefits* as follows:
At retirement or separation:
- 100 % of payment of Unused Accrued Sick Leave;
 - 100% of payment of Unused Accrued Administrative Leave; and
 - 50% of payment of Unused Accrued Vacation Leave.

Article 5. Holidays

5.1 Observed Holidays—

5.1.1 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
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous People’s Day
November 11	Veteran’s Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November	Day After Thanksgiving
December 25	Christmas Day

5.1.2 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

5.2 National Day of 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 the Council 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.

5.3 Discretionary Holiday—An employee shall be eligible for one 8-hour holiday each year, in addition to the holidays observed by the City. Once accrued, this discretionary holiday

should be used before vacation leave. An employee must take the discretionary holiday before the last pay period of the calendar year. An employee who has not used the discretionary holiday before the last pay period of the calendar year shall forfeit the unused holiday. No cash payouts will be allowed.

Article 6. Leaves

6.1 *Vacation*—All employees shall be eligible to earn and be granted vacation leave.

6.1.1 *Vacation Accrual Rates*—Each employee shall accrue vacation hours in accordance with the following accrual rate schedule.

<i>Length of Service</i>	<i>Pay period Accrual Rate</i>	<i>Annual Accrual</i>
1 st through 4 th years, inclusive	4.62 hours	15 days
5 th through 14 th years, inclusive	6.16 hours	20 days
15 th through 24 th years, inclusive	7.69 hours	25 days
25 th and succeeding years	9.23 hours	30 days

6.1.2 *Vacation Accumulation*—An employee may accumulate up to 2 times the annual accrual rate of vacation hours. Once an employee has accumulated 2 times the annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap.

6.1.3 *Vacation Leave Cash-Out*—Employees shall be allowed to cash out up to 120 hours of unused accrued vacation per calendar year with the following provisions:

- Employees must have completed a minimum of one year of service.
- Employees must maintain a minimum of 80 hours of accrued vacation hours in their vacation bank.
- Employees must complete an irrevocable election form and submit the completed form to the Human Resources Department no later than December 15 of the calendar year prior to the year of the desired cash-out. Only time accrued during the calendar year following the irrevocable election may be cashed out. Payments for vacation cash-outs shall be made in November. Only time accrued during the calendar year following the irrevocable election may be cashed out.
- Executive Team members will have a one-time opportunity to cash out any remaining eligible leave hours for calendar year 2022 (up to the 120-hour annual limit) in November 2022, for payment prior to the end of the calendar year. Beginning in 2023, all cash-out elections must be submitted in the prior calendar year.

6.2 *Administrative Leave*—Each employee shall be entitled to receive 40 hours per fiscal year of administrative leave in recognition of the City’s expectation that members of this group routinely and consistently perform the duties of their positions during times that involve hours in excess of the normal 5-day, 40-hour workweek. Said 40 hours shall accrue on July 1st of each fiscal year. Administrative leave not taken before the last pay period in the fiscal year shall be forfeited.

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- 6.2.1 *Administrative Leave for New Employees*—Immediately upon hiring, a new employee shall be entitled to receive administrative leave at the rate of 1.538 hours for each pay period of employment remaining in the fiscal year during the year the employee was hired.
- 6.2.2. *Supplemental Administrative Leave*—Employees in this unit are also eligible to receive up to an additional 40 hours of administrative leave per fiscal year. Although it is recognized that not all members of this unit may satisfy the eligibility criteria and only those satisfying the criteria may receive the additional hours, employees in Executive management will automatically receive an additional 40 hours of administrative leave without the need to apply in writing. Supplemental administrative leave not used before the last pay period in the fiscal year shall be forfeited. The criteria for supplemental administrative leave is determined by the City Manager. The City Manager may deny the additional 40 hours of administrative leave to any member of the Executive Team at the City Manager's sole discretion.
- 6.3 *Medical Appointment Leave*—An employee may be granted 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 unable to arrange for such appointments to occur during non-work time. The first 8 hours of medical appointment leave per calendar year shall not be charged to sick leave; all other absences related to medical appointments shall be charged to sick leave.
- 6.4 *Sick Leave*—An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of the position as the result of an injury or illness, or is entitled to use sick leave for other purposes as required by law, shall be eligible to receive sick leave without loss of salary or benefits within the limits set forth below.
- 6.4.1 *Amount of Sick Leave*—Each employee will accrue 8 hours per month of sick leave. Such leave may be accumulated without limit.
- 6.4.2 *Maximum Paid Sick Leave Time*—An employee who has insufficient unused sick leave hours on record to cover any absence from the job shall use accrued vacation leave and administrative leave prior to receiving authorization for leave of absence without pay.
- 6.5 *Protected Sick Leave*—Employees accumulate sick leave each year as defined in the sick leave article of this Agreement. In accordance with Labor Code 233, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the following purposes:
- the diagnosis, care, or treatment of an existing health condition of, or preventative care for, themselves;
 - the diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's child (regardless of age or dependency status), parent, spouse, registered domestic partner, grandparent, grandchild, sibling, and parent of the employee's spouse or registered domestic partner; and
 - if the employee is a victim of domestic violence, sexual assault, or stalking, to obtain any relief to help ensure the health, safety or welfare of the employee or his or her child.

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- Use of leave under this section shall not be counted as an “occurrence” for purposes of monitoring the amount of sick leave use under the City’s Sick Leave Management Policy.
- 6.6 *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.
- 6.7 *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.
- 6.7.1 *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 department head may grant bereavement leave to an employee upon the death or for the funeral of some other person, if in the opinion of the City Manager, there existed an extraordinarily close familial relationship between the employee and such other person.
- 6.7.2 *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.
- 6.7.3 *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.
- 6.8 *Industrial Injury or Illness Leave*—An employee who is temporarily and/or partially disabled from performing work as a result of any injury or illness that has been determined to be industrially caused and requires the employee to be absent from work, shall be entitled to receive paid industrial injury or illness leave without loss of salary or benefits, as indicated.
- 6.8.1 *Miscellaneous Employee Industrial Injury or Illness Leave Amounts*—An employee shall be eligible to receive paid industrial injury or illness leave for all time the employee is normally scheduled to work but is unable to work during a 90-calendar day period following the date upon which the injury or illness caused the period of temporary and/or partial disability and necessitated the employee’s absence from work.
- 6.8.2 *Safety Employee Industrial Injury or Illness Leave Amounts*—A safety 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.
- 6.8.3 *Workers’ Compensation Disability Payments*—An employee who is receiving paid industrial injury or illness leave shall assign to the City all workers’ compensation insurance proceeds received by the employee for all of the time for which the employee also received paid leave from the City.
- 6.8.4 *Separation from City Employment as a Result of a Work-related Injury or Illness*—A separation may arise out of a work-related disability, which is of a serious or

life/threatening nature, that prohibits the employee from engaging in the 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.

- 6.9 *Military Leave*—This leave shall be granted in accordance with the provisions of applicable state and federal law.
- 6.10 *Short-term or Long-term Disability Leave*—Upon an employee qualifying for short-term or long-term disability insurance benefits, in accordance with the requirements of the City's policy, the City shall determine whether to separate the employee from the position or grant the employee a leave of absence without pay for any period up to 365-calendar days or a reasonable extension thereof.
 - 6.10.1 *Insurance Premiums*—The City will continue to pay insurance premiums for a disabled employee until the date upon which the employee is separated from City employment.
 - 6.10.2 *Extending Leave*—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 if circumstances warrant such additional leave. In accordance with applicable law, the City may also choose to 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 leave accrued but not used by the employee.
 - 6.10.3 *Separating an Employee on Leave*—The City will not separate an employee until the employee has been qualified for long-term disability benefits for a period of at least 90 days, except in those instances where the City and the employee agree to an earlier separation.
- 6.11 *Notification Procedures*—An appropriate City-designated leave form should be submitted subsequent to each occurrence of non-discretionary leave, such as Sick Leave, Paid Family Care Leave, Sick Leave as Family Care, Bereavement Leave, Military Leave, Medical Appointment Leave, personal leave, and any other leave that would qualify under this provision. The form should indicate the purpose of the leave. The City reserves the right to take such action it deems necessary to confirm or verify use of this leave. Such leave may run concurrently with leave taken under the state or federal family leave laws pursuant to City regulations.
- 6.12 *Separation Benefits*—Payment of separation benefits may be deferred from the time of separation to the first pay period in the calendar year immediately following the date of separation, at the employee's option.
 - 6.12.1 *Payment of Unused Accrued Vacation Leave Upon Separation*—An employee who retires or separates from City employment and who has accumulated unused vacation time on record, shall be compensated at the employee's enhanced hourly rate of pay as of the date of separation for all such unused vacation hours in a manner consistent with Section 4.12. (MARA).
 - 6.12.2 *Payment of Unused Accrued Sick Leave Upon Separation*—Employees are eligible to receive payment for unused accumulated sick leave. An employee shall be paid at the employee's enhanced hourly rate of pay for half of the accumulated sick leave

hours. However, no employee shall receive payment of any accrued sick leave hours in excess of 1,200; the maximum payable hours of 600. Employees are eligible to receive payment for unused accumulated sick leave in the following circumstances:

- Death; or
- Disability Retirement from CalPERS; or
- Full service retirement provided that all the following conditions are met:
 - 10 years of consecutive full time City service; and
 - Simultaneous retirement from City service and a receipt of a service retirement from CalPERS.

This is also the method for defining “Unused Accrued Sick Leave” pursuant to section 4.12. *MARA Mandatory Leave Contributions*.

Article 7. Recreational **F**acilities and **C**lasses

- 7.1 *Admission to Classes*—All regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 8 recreational classes during a 12-month period (lab fees or ingredient fees are not included).
- 7.2 *Use of Facilities*—Employees using City recreation facilities and enrolled in City recreational classes shall engage in such activities only during 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 and Recreation Department.

Article 8. Administration of **C**ompensation **P**rogram

- 8.1 *Administering Program*—The City Manager through the Personnel Officer shall administer the Executive Management Compensation Program and may establish such policies, rules, and regulations as are deemed appropriate for the effective administration of the Program. Employees shall comply with such policies, rules, and regulations as established by the City Manager.
- 8.2 *Imposing Leave*—The City Manager may grant or impose administrative leave without loss of pay or benefits for members of Executive Management for any purpose deemed by the City Manager to be appropriate to the circumstances.
- 8.3 *Conflicts with Law*—In the event that the provisions of this Compensation Program are found to be in conflict with state or federal law or regulation, the provisions of the law or regulation shall prevail.

Article 9. Term of Compensation Program

This Compensation Program will be in effect from July 1, 2022, to June 30, 2025, unless this Program is modified at an earlier time.

Article 10. Signatures.

Signed this _____ day of _____ 20__

For the Executive Management Unit:

For the City:

Mike Futrell, City Manager

Appendix A

Executive Management Classifications

Those classifications in the Executive Management unit are the following:

- Assistant City Manager
- Assistant to the City Manager
- Chief of Police
- Fire Chief
- Director of Economic and Community Development
- Director of Finance
- Director of Human Resources
- Director of Information Technology
- Communications Director
- Director of Parks and Recreation
- Director of Public Works
- Library Director
- Director of Capital Projects

Appendix B

Salary Schedule

City of South San Francisco Executive Management Salary Schedule

Effective 7/22/22

JOB TITLE	JOB CODE	EFFECTIVE DATE	UNIT	PAY RATE	MINIMUM	CONTROL POINT	MAXIMUM
Assistant City Manager	N100	7/22/2022	EXEC	Hourly	121.62	133.78	147.15
				Bi-Weekly	9,729	10,702	11,772
				Monthly	21,080	23,188	25,507
Assistant to the City Manager	N180	7/22/2022	EXEC	Hourly	72.78	80.06	88.06
				Bi-Weekly	5,822	6,405	7,045
				Monthly	12,615	13,876	15,264
City Manager	N115	4/28/2021	EXEC	Hourly		147.88	
				Bi-Weekly		11,830	
				Monthly		25,632	
Communications Director	N190	7/22/2022	EXEC	Hourly	104.39	114.82	126.31
				Bi-Weekly	8,351	9,186	10,105
				Monthly	18,094	19,903	21,893
Director of Capital Projects	N195	7/22/2022	EXEC	Hourly	104.39	114.82	126.31
				Bi-Weekly	8,351	9,186	10,105
				Monthly	18,094	19,903	21,893
Director of Economic & Community Development	N140	7/22/2022	EXEC	Hourly	106.52	117.17	128.88
				Bi-Weekly	8,521	9,373	10,311
				Monthly	18,463	20,309	22,340
Director of Finance	N145	7/22/2022	EXEC	Hourly	108.41	119.25	131.17
				Bi-Weekly	8,672	9,540	10,494
				Monthly	18,790	20,669	22,736
Fire Chief	N150	7/22/2022	EXEC	Hourly	124.32	136.75	150.43
				Bi-Weekly	9,946	10,940	12,034
				Monthly	21,549	23,704	26,074
Director of Human Resources	N130	7/22/2022	EXEC	Hourly	104.39	114.82	126.31
				Bi-Weekly	8,351	9,186	10,105
				Monthly	18,094	19,903	21,893
Director of Information Technology	N165	7/22/2022	EXEC	Hourly	107.39	118.13	129.94
				Bi-Weekly	8,591	9,450	10,395
				Monthly	18,614	20,475	22,523
Library Director	N110	7/22/2022	EXEC	Hourly	104.87	115.36	126.90
				Bi-Weekly	8,390	9,229	10,152
				Monthly	18,178	19,996	21,995
Director of Parks and Recreation	N175	7/22/2022	EXEC	Hourly	109.12	120.03	132.03
				Bi-Weekly	8,729	9,602	10,563
				Monthly	18,914	20,805	22,886
Chief of Police	N155	7/22/2022	EXEC	Hourly	127.57	140.33	154.36
				Bi-Weekly	10,206	11,226	12,349
				Monthly	22,112	24,323	26,756
Director of Public Works	N160	7/22/2022	EXEC	Hourly	108.95	119.85	131.84
				Bi-Weekly	8,716	9,588	10,547
				Monthly	18,885	20,774	22,851

Executive Management

Side Letter

1. Following completion of successor MOU negotiations for all City bargaining units, the City shall conduct a review of internal alignment of executive management classification salaries with respect to subordinate classifications. Based on this review, the City Manager may recommend an adjustment to the salary control point to City Council for approval.
2. During the first year of the compensation plan, the City will meet with unit representatives regarding the development of a supplemental retirement plan for PEPRAs employees with the goal of implementing a plan by July 1, 2023.

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