



The City of **South**
San Francisco

Memorandum of **A**greement/**C**ompensation **P**lan

between the

Mid-management **U**nit

and the

City of **S**outh **S**an **F**rancisco

July 1, 2022 through June 30, 2024

City of South San Francisco
Mid-management Unit
Memorandum of Agreement/Compensation Plan
July 1, 2022 through June 30, 2024

Table of **C**ontents

Table of Contents Shall Be Updated Upon Final Approval

Article	Title	Page
1	Preamble	1
2	Recognition	1
3	Union Membership and Dues	1
	3.1 Notification of New Employees	1
	3.2 Indemnify and Hold Harmless	1
	3.3 Payroll Deductions	2
	3.3.1 Payroll Deduction Procedures	2
	3.3.2 Suspension of Union Dues During Leave of Absence	2
	3.4 Communication with Employees	2
	3.5 Advance Notice	2
	3.6 Copies of Memorandum of Understanding	2
4	Compensation	2
	4.1 Definitions	2
	4.1.1 Base Pay	2
	4.1.2 Enhanced Pay	3
	4.2 Wage Rates	3
	4.2.1 Overtime Pay in Case of Emergency Declaration	3
	4.3 Salary Schedule	3
	4.4 Payment of Compensation	3
	4.5 Continuous Employment	3
	4.6 Longevity Pay	3
	4.6.1 Fifteen Years of Service	3
	4.6.2 Twenty Years of Service	3
	4.7 Temporary Assignment to Higher Level Positions	4
	4.8 Salary Survey	4
	4.9 Benchmarked Classifications	4
	4.10 Uniforms	4
	4.11 Standby Compensation	4
	4.11.1 Employees assigned standby	4
	4.11.2 Eligible positions for standby	4
	4.12 Bilingual Incentive Pay	4
	4.12.1 Classification Eligible for Bilingual Incentive pay	5
	4.12.2 Current Languages in Effect	5
	4.12.3 Testing and Compensation	5
	4.12.4 Translating	5

Article	Title	Page
5	Reimbursements.....	5
	5.1 Education Expense Reimbursement Program.....	5
	5.1.1 Eligibility.....	5
	5.1.2 Education Expense Reimbursement Amount.....	5
	5.1.3 Personal and Professional Development Expense Stipend.....	6
	5.1.4 Qualifying for Education Expense Reimbursement Program.....	6
	5.1.4.1 Department Head Approval.....	6
	5.1.4.2 Reimbursement Request.....	6
	5.1.4.3 City Manager Approval.....	6
6	Benefits.....	6
	6.1 Health Insurance Benefits.....	6
	6.2 Medical Insurance.....	6
	6.2.1 Medical Insurance Providers.....	6
	6.2.2 Medical Insurance Plans.....	6
	6.2.3 Payment of Premium Costs.....	7
	6.2.3.1 Employee HMO Medical Premium Cost.....	7
	6.2.3.2 Employee Non-HMO Medical Premium Cost.....	7
	6.2.4 Effective Date of Coverage.....	7
	6.3 Dental Insurance.....	7
	6.3.1 Core Dental Plan.....	7
	6.3.1.1 Calendar year maximum.....	7
	6.3.1.2 Orthodontia.....	7
	6.3.2 Buy-up Dental Plan.....	7
	6.3.3 Payment of Premium Costs.....	7
	6.3.4 Effective Date of Coverage.....	7
	6.4 Vision Insurance.....	8
	6.4.1 Available Plan.....	8
	6.4.2 Payment of Premium Costs.....	8
	6.4.3 Effective Date of Coverage.....	8
	6.5 Discretionary Benefit Option.....	8
	6.5.1 Proof of Alternate Insurance.....	8
	6.5.2 Exercising the Option.....	8
	6.6 Life Insurance and Accidental Death and Dismemberment Insurance.....	8
	6.6.1 Term Life Value.....	8
	6.6.2 AD&D Value.....	8
	6.6.3 Payment of Premium Costs.....	8
	6.6.4 Effective Date of Coverage.....	8
	6.6.5 Supplemental Life Insurance.....	8
	6.7 Disability Insurance Program.....	9
	6.7.1 Short-term Disability.....	9
	6.7.2 Long-term Disability.....	9

Article	Title	Page
	6.7.3 Payment of Premium Costs.....	9
	6.7.4 Effective Date of Coverage.....	9
	6.8 Retirement Plans	9
	6.8.1. PERS Miscellaneous Retirement Formula	9
	6.8.1.1 2.7% at Age 55	9
	6.8.1.2 2% at Age 60.....	9
	6.8.1.3 2% at Age 62	9
	6.8.2 Employee Contributions to Retirement System.....	9
	6.8.3 IRS Tax Exemption	10
	6.8.4 Optional Provisions Added	10
	6.8.4.1 Military Service Credit	10
	6.8.4.2 Sick Leave Service Credit.....	10
	6.9 Section 457 Deferred Compensation Plan	10
	6.10 Section 125 Plan	10
	6.10.1 Health Care Reimbursement.....	10
	6.10.2 Dependent Care Reimbursement.....	10
	6.10.3 Group Insurance Premium Plan.....	10
	6.11 Separation Benefits	10
	6.11.1 Payment of Unused Accrued Sick Leave	10
	6.12 Retirement Health Savings Plan	11
	6.12.1 Mandatory Employee Leave Contribution	11
	6.12.2 Direct Employee Contribution.....	11
	6.13 Retired Employee Benefits	11
	6.13.1 Group Medical Insurance for Qualifying Retirees	11
	6.13.1.1 City-provided Spouse Benefit	11
	6.13.1.2 Spouse-paid Benefit.....	11
	6.13.2 Medical After Retirement Account (MARA).....	11
	6.13.3 Group Dental Insurance for Qualifying Retirees	12
	6.13.4 Group Vision Insurance for Qualifying Retirees	12
7	Holidays	12
	7.1 Holidays	12
	7.2 Discretionary Holidays.....	12
	7.3 Observed Holidays	12
	7.3.1 Full-day Holidays.....	12
	7.3.2 Half-day Holidays	12
	7.3.3 Day of Holiday Observation	13
	7.4 Day of National Mourning or Celebration	13
	7.5 Monday through Friday Work Hours	13
8	Leaves	13
	8.1 Vacation	13
	8.1.1 Vacation Accrual Rates.....	13

Article	Title	Page
	8.1.2 Vacation Accumulation.....	13
	8.1.3 Vacation Cash-Out.....	13
	8.1.4 Vacation Leave Payout Upon Separation	13
	8.2 Administrative Leave	14
	8.2.1 Administrative Leave Taken	14
	8.2.2 Carryover of Administrative Leave	14
	8.2.3 Administrative Leave for New Employees	14
	8.2.3.1 Supplemental Administrative Leave	14
	8.2.3.2 Qualifying for Supplemental Administrative Leave	14
	8.2.3.3 City Manager Approval	14
	8.2.3.4 Carrying Over Supplemental Leave	14
	8.3 Sick Leave	14
	8.3.1 Amount of Sick Leave	14
	8.3.2 Maximum Paid Sick Leave Time.....	14
	8.3.3 Sick Leave Management Policy.....	15
	8.4 Medical Appointments Leave	15
	8.4.1 Approval.....	15
	8.4.2 Affidavit of Leave	15
	8.4.3 Leave of Confirmation	15
	8.4.4 Medical Appointment Leave Charges to Sick Leave.....	15
	8.5 Sick Leave as Family Care Leave (“Kin Care”)	15
	8.5.1 Definition of Family Member	15
	8.5.2 Amount of Sick Leave as Family Care Leave Available.....	15
	8.6 Bereavement Leave.....	15
	8.6.1 Definition of Family Member for Bereavement Leave.....	15
	8.6.2 Leave Within California.....	16
	8.6.3 Leave Outside California	16
	8.7 Industrial Injury or Illness Leave	16
	8.7.1 Industrial Injury or Illness Leave Amounts	16
	8.7.2 Workers’ Compensation Disability Payments	16
	8.8 Military Leave.....	16
	8.9 Short- or Long-term Disability Leave.....	16
	8.9.1 Insurance Premiums	16
	8.9.2 Extending Leave.....	16
	8.9.3 Separating Employee on Leave.....	17
	8.10 Reporting Leave Usage	17
	8.11 Light-duty Program.....	17
	8.11.1 Coverage	17
	8.11.2 Determination/Required Reports	17
	8.11.2.1 Assignments.....	17

Article	Title	Page
	8.11.2.2 Medical Updates.....	17
	8.11.2.3 Light-duty Assignment, Definitions, and Restrictions.....	18
	8.11.3 Holidays/Vacations During Light-duty Assignments	18
	8.11.3.1 Holidays Observed.....	18
	8.11.3.2 Vacations	18
	8.11.4 Return to Full-duty Assignment.....	18
	8.12 Pregnancy Disability Leave	18
	8.12.1 Maternity Leave	19
	8.12.2 Medical Certification	19
	8.12.3 Leave Without Pay for Childbearing Preparation.....	19
	8.12.3.1 Leave Duration.....	19
	8.12.3.2 Use of Leaves.....	19
	8.12.3.3 Salary and Benefit Continuance.....	19
	8.12.3.4 Unexpected Return to Work.....	19
	8.12.4 Leave Without Pay for Child Rearing	19
	8.12.4.1 Requesting Leave.....	19
	8.12.4.2 Leave Duration.....	20
	8.12.4.3 Child-rearing Leave for Other than Newborn Children.....	20
	8.12.4.4 Use of Leaves.....	20
	8.12.4.5 Salary and Benefit Continuance.....	20
	8.12.4.6 Unexpected Return to Work.....	20
9	Work Hours.....	20
	9.1 Eight-hour Schedule.....	20
	9.2 Alternate Workweek Schedule.....	20
	9.3 Flexible Work Hours.....	20
10	Recreational Facilities and Classes	20
	10.1 Admission to Classes	20
	10.2 Use of Facilities.....	20
11	Grievance Procedure	21
12	Disciplinary Action.....	21
13	Annual Meeting	21
14	Administration of Memorandum of Agreement/Compensation Program	21
	14.1 Full and Entire Agreement.....	21
	14.2 Administering the Agreement.....	21
	14.3 City Manager Powers.....	21
15	Signatures.....	22
	Appendix A – Mid-management Classifications.....	23

Memorandum of Agreement/Compensation Plan
between the
Mid-management Unit
and the
City of South San Francisco
July 1, 2022 through June 30, 2024

Article 1. Preamble

This Mid-management Memorandum of Agreement/Compensation Plan sets forth those salaries, benefits, terms, and conditions of employment in effect for the period July 1, 2022 through June 30, 2024, and continues thereafter unless modified by the City Council.

Article 2. Recognition

The Mid-management Employee Unit shall consist of all full-time regular employees working in positions that are included in the exempt service of the City of South San Francisco, as identified in Appendix A, as well as those classifications that may be added to this Unit by the City. Teamsters Union, Local 856 is recognized as the Unit's majority representative, as provided in City's Resolution 110-2014 adopted September 8, 2014.

Article 3. Union Membership and Dues

3.1 *Notification of New Employees*— The City shall notify the Union of the name, classification, job title, department, work location and date of hire of each new, transferred or promoted employee appointed to a position covered by this memorandum. Notice shall be provided to the Union within thirty (30) calendar days of hire, or by the first pay period of the month following hire. The City shall provide the work, home, and personal cellular telephone numbers, work and personal email addresses and home address on file with the City. Notice shall be provided to the Union within one calendar month from the date of hire. The employer shall also provide the Union with this information for all employees in the bargaining unit at least every 120 days.

3.2 *Indemnify and Hold Harmless*—The Union shall indemnify and hold the City harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error. In addition, the Union shall hold the City and its officers and employees, harmless for following the instructions contained in such dues deduction authorizations.

- 3.3 *Payroll Deductions*—The City shall withhold Union dues from the salary of an employee and remit withholdings to the Union, provided that the Union certifies in writing to the City that the Union has and will maintain each employee’s authorization for such deductions.
- 3.3.1 *Payroll Deduction Procedures*—The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City’s payroll system and its operations are not thereby disrupted.
- 3.3.2 *Suspension of Union Dues During Leave of Absence*—An employee on unpaid leave of absence for a period of 30 calendar days or more shall not be required to pay Union dues during the period of the employee’s leave.
- 3.4 *Communication with Employees*— The City shall provide the Union access to its new employee orientation onboarding process, in which new employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment-related matters. The Union representative shall be provided at least 30 minutes to meet with the employee during this process. The Union shall receive not less than 10 days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable. The Union shall be provided suitable space on bulletin boards at the work location for posting notices concerning official union business. Such information shall be in compliance with applicable City and departmental policies.
- 3.5 *Advance Notice*—Except in cases of emergency as provided below, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City. The Union shall be given the opportunity to meet and confer with appropriate management representatives prior to the adoption of such an ordinance, resolution, rule, or regulation. Proper advance notice shall consist of written notice to the designated business agent. If public safety, public welfare, or an emergency arises that requires any of the above actions to be taken by the City without notice to the Union, the City may take the action while concurrently giving notice that affords the Union a reasonable time in which to meet with management representatives.
- 3.6 *Copies of Memorandum of Understanding*—The City shall post the MOU on the City’s Web site.

Article 4. Compensation

4.1 *Definitions*—

- 4.1.1 *Base Pay*—Base pay is the rate of compensation paid for a specified classification of employment, excluding any other payments.
- 4.1.2 *Enhanced Pay*—Enhanced pay is the rate of compensation that includes base pay and incentive pay such as longevity pay. Enhanced pay does not include acting pay or temporary assignment pay. Each incentive pay will be computed on base pay. The sum of the base pay plus each incentive is the enhanced rate of pay.

- 4.2 *Wage Rates*—All members of the bargaining unit shall receive across-the-board base pay adjustments in the amounts and with the effective dates as follows:
- 4.2.1 Effective the first full pay period following the adoption of the MOU by Council, bargaining unit member salaries shall be increased by six percent (6%).
 - 4.2.2 Effective the first full pay period of July 2023, bargaining unit member salaries shall be increased by four percent (4%).
 - 4.2.3 There will be no retroactive across-the-board base pay adjustments.
- 4.3 *Market Increases*—Members of the bargaining unit shall receive market adjustments in the amounts as follows effective the first full pay period following the adoption of the MOU by Council:

Building Official - Assistant	3.0%
Business Manager	3.0%
Childcare Assistant Supervisor	3.0%
City Building Official	3.0%
City Clerk - Assistant	3.0%
City Planner	1.7%
Deputy Economic Community Development Director	3.0%
Emergency Services Manager	3.0%
Financial Analyst I	3.0%
Financial Analyst II	3.0%
Financial Analyst - Senior	3.0%
Human Resources Analyst I	2.0%
Human Resources Analyst II	2.0%
Human Resources Analyst - Senior	2.0%
Human Resources Manager	3.0%
Laboratory Supervisor	3.0%
Library Director - Assistant	3.0%
Library Program Manager	3.0%
Literacy Program Manager	3.0%
Management Analyst I	3.0%
Management Analyst II	3.0%
Parks and Recreation Deputy Director	3.0%
Payroll Administrator	2.0%
Planner -- Associate	1.7%
Planner - Principal	1.7%
Planner -- Senior	1.7%
Plant Superintendent	3.0%
Plant Superintendent - Assistant	3.0%

Police Comm Records Mgr	3.0%
Program Manager	3.0%
Public Works Deputy Director	3.0%
Recreation Community Srvs Coord.	3.0%
Recreation Community Srvs Supervisor	3.0%

Market adjustments will be added to across-the-board increases to arrive at the year one salary increase. For example, the Program Manager will receive a 9.0% salary increase effective the first full pay period after Council approval of this MOU.

- 4.4 *Limited Wage Reopener*—The parties agree to meet and confer in January 2023 on the limited subject of the wage rate for childcare-related classifications, including compaction issues caused by any changes to the wage rate for childcare-related classifications.
- 4.5 *Overtime Pay in Case of Emergency Declaration*—In the event a state of emergency is called 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 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.
- 4.6 *Salary Schedule*—Mid-management positions shall have 5 pay steps, providing for a differential of 5 percent between steps. Individuals may progress through the salary schedule based on satisfactory performance of 6 months in Steps 1 and 2 and 12 months in Steps 3 and 4.
- 4.7 *Compaction*—All Mid-management classifications shall maintain a top step that is no less than 5% above the top step of the highest paid subordinate classification, inclusive of the subordinate classification’s certification, license, and education pay for which the management classification is ineligible. Compaction-related salary adjustments shall take effect two full pay periods after the subordinate classification’s pay adjustment.
- 4.8 *Payment of Compensation*—Each employee shall be compensated on a biweekly basis. Payment will normally be made on the Thursday immediately following the conclusion of a City pay period. Each City pay period consists of 14-calendar days and begins on a Friday, the first day of the pay period, and ends on a Thursday, the last day of the pay period.
- 4.9 *Continuous Employment*—Employees who are on continuous paid regular service for a partial pay period shall receive pro-rated compensation for the pay period at the rate of 1/80th of the employee’s biweekly salary rate for each hour that the employee was on continuous paid regular service.
- 4.10 *Longevity Pay*—Regular employees hired prior to July 1, 2012 shall receive longevity pay in accordance with the following schedule:
 - 4.10.1 *Fifteen Years of Service*—After 15-full years of full-time regular service (including probationary periods), 1.5% will be added to the employee’s base hourly rate of pay.

4.10.2 *Twenty Years of Service*—After 20-full years of full-time regular service (including probationary periods), in addition to above, another 1.0% of pay will be added to the employee’s base hourly rate of pay.

Longevity pay is not available for employees hired on or after July 1, 2012.

4.11 *Temporary Assignment to Higher-level Positions*—An employee assigned to the full scope of the duties of a higher-level classification shall not be paid the salary of that classification unless the employee serves in that capacity for 30-calendar days or more. In that event, the employee shall receive the pay of the higher-level classification commencing with the first day of said 30-day service.

4.12 *Salary at Promotion*—Employees promoted to a higher classification shall be appointed to the step that results in not less than the equivalent of a five percent (5%) increase to the employee’s enhanced rate of pay as compared to the employee’s enhanced rate of pay prior to promotion. “Enhanced rate of pay” is defined in Article 4.1.2. For employees promoting into the unit from another unit, “Enhanced rate of pay” is defined in the MOU for the employee’s position prior to promotion.

4.13 *Salary Survey*—The City agrees to meet with the Union no later than November 2023 to discuss parameters for a compensation survey and to try to reach agreement on elements of a survey for use in successor MOU negotiations. Although the parties will endeavor to reach agreement, this discussion is not subject to meet and confer and the City is not obligated to conduct a survey.

4.14 *Uniforms*—Excluding PEPRAs employees, as defined by CalPERS, the monetary value for the purchase of uniforms and the maintenance through the City-contracted uniform company is reportable to CalPERS as special compensation. This excludes items that are for personal health and safety such as protective garments and safety shoes.

4.15 *Standby Compensation*—Compensation for standby shall be as follows and maintains a “me too” provision in the event of a change to the Standby Compensation provision in the AFSCME MOU:

4.15.1 *Employees assigned to standby* shall receive \$500 per week for each week they are assigned to standby.

4.15.2 *Eligible positions for standby shall be as follows:* Information Technology Manager Information Systems Administrator Senior Systems Administrator Additional positions may be added, when necessary to the operation of the City, and with approval by the Human Resources Director and the City Manager.

4.16 *Bilingual Incentive Pay* — Bilingual skills shall be necessary to the operation of the City, as determined by the department head and confirmed by an appropriate certification process established by the City.

4.16.1 *Classifications Eligible for Bilingual Incentive Pay*—Positions eligible for bilingual incentive pay are:

- Library Program Manager (when assigned to Literacy Services)
- Recreation and Community Services Coordinator
- Childcare Assistant Supervisor

4.16.2 *New Eligibility Criteria*—Effective the first full pay period after Council approval of this MOU, any employee who is routinely and consistently

assigned to a position that requires communication skills other than English may be eligible for bilingual pay. Determining whether an employee's assigned position requires communications skills other than English is at the sole discretion of the Department Head, with final approval by the City Manager. This provision shall not affect the eligibility of any employee who received bilingual pay prior to the first full pay period after Council approval of this MOU.

- 4.16.3 *Current Languages in Effect*—To be eligible to participate in this program, employees must speak a second language used by a significant segment of South San Francisco population. For the duration of this agreement, the following languages shall qualify for an employee to receive the Bilingual Incentive Pay under this section:
- Spanish
 - Tagalog
 - American Sign Language
 - Cantonese
 - Mandarin
- 4.16.4 *Testing and Compensation*—An employee who has tested, using the City's standard bilingual testing procedures and demonstrating to the department head's satisfaction, proficiency in speaking a second language, shall be compensated at a rate 2.5% higher than the employee's base hourly rate of pay. Such compensation shall commence the next pay period after the employee has passed a qualifying examination, as determined by the City, demonstrating proficiency in the language.
- 4.16.5 *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

Article 5. Reimbursements and Allowances

5.1 *Education Expense Reimbursement Program*—

- 5.1.1 *Eligibility*—An employee who takes a job-related course at an accredited institution of learning shall be eligible for reimbursement of the costs as indicated below.
- 5.1.2 *Education Expense Reimbursement Amount*—In order to further the development of the workforce, the reimbursement amount shall be up to \$2000 per fiscal year for the costs of tuition, fees, and course materials. If such costs exceed \$2,000 per fiscal year, the City shall reimburse the employee up to 50% of the additional cost up to a total of \$5,000. The employee will be eligible for this reimbursement upon the successful completion of the course and upon the employee having achieved a grade of "Pass" or "C" or better. Reimbursement is limited to courses that are job-related or may advance the employee's career with the City.
- 5.1.3 *Personal and Professional Development Expense Stipend*—In each fiscal

year, all bargaining unit employees shall be receive \$750 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, health and wellness, 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.

5.1.4 *Qualifying for Education Expense Reimbursement Program*—In order to qualify for reimbursement, the employee must:

5.1.4.1 *Department Head Approval*—Prior to enrollment, receive the written approval of the department head or designee. The employee will submit a request, along with a description of the course that briefly describes how the course may advance the employee's career with the City and/or its relevance to the employee's job. The department head or designee will make a determination to accept or reject the request.

5.1.4.2 *Reimbursement Request*—A request for reimbursement must be submitted to the City Manager that includes a copy of the department head or designee's written approval of the course, a copy of the employee's course grade, the receipts for all course expenses, and the total amount requested for reimbursement.

5.1.4.3 *City Manager Approval*—The City Manager shall approve the employee's request for reimbursement provided that the employee has prepared the request in compliance with this Agreement.

Article 6. Benefits

6.1 *Health Insurance Benefits*—Regular employees shall be eligible to receive insurance benefits currently provided by the City through its contracts with insurance carriers or self-insurance programs.

6.2 *Medical Insurance*—

6.2.1 *Medical Insurance Providers*—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.

6.2.2 *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 providers:

- Kaiser Permanente

- Blue Shield of California
- 6.2.3 *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.
 - 6.2.3.1 *Employee HMO Medical Premium Cost*—All employees on the City’s medical plans shall contribute an amount equal to 10.0% of the HMO premium cost based on plan choice and category of coverage (single, two, family).
 - 6.2.3.2 *Employee Non-HMO Medical Premium Cost*—Employees enrolled in more expensive plans pay the difference between the HMO rate and the other premium rate, based on coverage size (single, two, family).
- 6.2.4 *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.
- 6.3 *Dental Insurance*
 - 6.3.1 *Core Dental Plan*—Employees and their dependents shall be provided dental insurance, subject to the terms and conditions of the City’s contract with the provider.
 - 6.3.1.1 *Calendar Year Maximum*—The calendar year maximum is \$1,500.
 - 6.3.1.2 *Orthodontia*—The lifetime maximum for orthodontia coverage is \$1,000 for eligible participants.
 - 6.3.2 *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.
 - 6.3.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
 - 6.3.4 *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.
- 6.4 *Vision Insurance*—
 - 6.4.1 *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 provided plan is Vision Service Plan with tints.

- 6.4.2 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees and their dependents to the insurance provider.
- 6.4.3 *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.
- 6.5 *Discretionary Benefit Option*— Employees who can demonstrate to the City’s satisfaction that they have proof of alternate medical insurance as described below, may elect to have the City pay \$550 per month in lieu of medical, dental, and vision benefits contributed into the employee’s deferred compensation account. If an employee exceeds the deferred compensation annual maximum contribution limit, any remaining City contributions will be made to the employee’s Medical After Retirement Account (MARA). In the event the parties discover that contributions to the employee’s deferred compensation account are not eligible under IRS rules, the parties will promptly meet and confer to bring the plan into compliance.
 - 6.5.1 *Proof of Alternate Insurance*—The employee must provide proof of alternate minimum essential coverage for the employee and the employee’s tax family from another source, other than coverage obtained through Covered California.
 - 6.5.2 *Exercising the Option*—Employees wishing to exercise this option may do so by submitting a completed Discretionary Benefit Option form to the Human Resources Department. Employees may rejoin the City’s health plans once each year during the open enrollment period for medical plans, or at another time during the year provided the employee has a qualifying event and submits requisite paperwork within 30 days of the qualifying event.
- 6.6 *Life Insurance and Accidental Death and Dismemberment Insurance*—
 - 6.6.1 *Term Life Value*—Subject to the terms and conditions of the City’s contract with the provider, the Term Life Insurance for employees has a face value of \$50,000.
 - 6.6.2 *AD&D Value*—Subject to the terms and conditions of the City’s contract with the provider, Accidental Death and Dismemberment Insurance has a face value of \$50,000.
 - 6.6.3 *Payment of Premium Costs*—The City shall pay the premium costs for eligible employees to the insurance provider.
 - 6.6.4 *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.
 - 6.6.5 *Supplemental Life Insurance*—Employees have the option of purchasing supplemental life insurance based on the terms and conditions of the City’s contract with the insurance provider.
- 6.7 *Disability Insurance Program*—Subject to the terms and conditions of the City’s contract with the provider, 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.
- 6.7.1 *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 income as determined by the insurance carrier, up to a maximum monthly amount, until LTD benefits begins.
 - 6.7.2 *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.
 - 6.7.3 *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.
 - 6.7.4 *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.
- 6.8 *Paid Family Leave*— During the first year of the term of the MOU, 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 military duty of a family member. The Paid Family Leave benefit calculation shall be equivalent to that of the California State EDD benefit.
- 6.9 *Retirement Plans*—The benefit contract in effect between the City and the Public Employees' Retirement System (PERS) on behalf of eligible employees of this Unit shall be continued during the term of this Agreement.
- 6.8.1 *PERS Miscellaneous Retirement Formula*—
 - 6.8.1.1 *2.7% at Age 55*—Classic Members as defined by CalPERS who were hired before April 24, 2010 will be provided a retirement benefit formula of 2.7% at age 55 with one-year final compensation.
 - 6.8.1.2 *2% at Age 60*—Classic Members as defined by CalPERS who were hired on or after April 24, 2010 will be provided a retirement benefit formula of 2% at age 60 with 3-year final compensation.
 - 6.8.1.3 *2% at Age 62*—New Members as defined by PEPRAs who are hired on or after January 1, 2013 will be provided a retirement benefit formula of 2% at age 62 with 3-year final compensation.
 - 6.8.2 *Employee Contributions 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 Public Employees' Retirement Law 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. This amount is 8% of PERSable income for miscellaneous employees as prescribed by PERS for employees in the 2.7% at age 55 plan For miscellaneous employees in the 2% at age 60 plan and in

- the 2% at age 62 plan, the amount may vary in accordance with the rules and regulations governing such contributions.
- 6.8.3 *IRS Tax Exemption*—The City has an exemption from the Internal Revenue Service, granting a deferral from federal withholding taxes of that portion of the employee’s contribution to PERS. This exemption is for all miscellaneous employees, who receive the exemption.
- 6.8.4 *Optional Provisions Added*—Optional Public Agency Provisions under PERS shall also be provided as follows:
- 6.8.4.1 *Military Service Credit*—An employee who has served in the military may be eligible for Military Service Credit, as authorized by the applicable Public Employees Retirement Law (PERL).
- 6.8.4.2 *Sick Leave Service Credit*—Effective 5/11/2001, and as provided for in the Public Employees Retirement Law.
- 6.9 *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.
- 6.10 *Section 125 Plan*—Subject to the terms and conditions of the City’s plan, each employee may participate in the IRS-defined section 125 plan.
- 6.10.1 *Health Care Reimbursement*—This program is available for out-of-pocket unreimbursed health care expenses as allowed under the Plan. Participants may set aside salary of up to the IRS statutory maximum per year on a pre-tax basis.
- 6.10.2 *Dependent Care Reimbursement*—This program is available for out-of-pocket unreimbursed dependent care expenses as allowed under the Plan. Participants may set aside salary of up to the IRS statutory maximum per year on a pre-tax basis.
- 6.10.3 *Group Insurance Premium Plan*—This program allows employees to pay their portion of insurance premiums with pre-tax dollars.
- 6.11 *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.
- 6.11.1 *Payment of Unused Accrued Sick Leave*—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 is 600. This accrual shall include the amount credited, if any, on 1/1/1986, for the period when the 90-day sick leave plan was in effect. Employees are eligible to receive payment for unused accumulated sick leave if they meet one of the following conditions:
- Upon death.
 - After 10 years of service, reaching age 50, and separation from City employment in good standing.
- 6.12 *Retirement Health Savings (RHS) Plan*—Mid-management Unit employees may

participate in the RHS Plan to the extent permitted under the existing RHS Plan policy.

6.12.1 *Mandatory Employee Leave Contribution*—All employees with less than 35 years of full-time regular City service at the time of retirement and hired before January 1, 1990 shall contribute 100% of their unused accrued sick leave and unused accrued vacation leave paid out upon retirement into the RHS plan.

6.12.1 *Direct Employee Contribution*—Employees hired after April 24, 2010 shall contribute \$50 each pay period.

6.13 *Retired Employee Benefits*—

6.13.1 *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 un-retires from CalPERS and returns to active service with a CalPERS covered agency will permanently forfeit their eligibility for retiree medical benefits pursuant to this provision.

6.13.1.1 *City-provided Spouse Benefit*—The City will provide up to 2 months of City-paid medical coverage to the spouse of a retired employee upon the retiree's death.

6.13.1.2 *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 conditions are met: the employee must be enrolled in the medical plan prior to retirement; 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

6.13.2 *Medical After Retirement Account (MARA)*—An employee who was hired after April 24, 2010 will not be eligible to participate in the Retiree Medical Insurance program described in 6.13.1. Instead, the City shall contribute the equivalent of one and one-half percent (1.5%) of such an employee's base salary toward a medical after retirement account (VEBA, or similar vehicle such as RHS plan).

6.13.3 *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.

6.13.4 *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.

Article 7. Holidays

7.1 *Holidays*—All regular employees are eligible for City-provided holidays.

7.2 *Discretionary Holiday*—Each regular employee shall be eligible for one 8-hour holiday in addition to the holidays observed by the City. The discretionary holiday accrues in the first pay period of each calendar year. Once accrued, this discretionary holiday should be used before vacation leave. An employee who has not used the discretionary holiday before the last full pay period of the calendar year shall forfeit this benefit that calendar year. No cash payouts will be allowed.

7.3 *Observed Holidays*—

7.3.1 *Full-day Holidays*—The City shall observe the following full-day holidays.

January 1 st	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 th	Juneteenth
July 4 th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Indigenous Peoples' Day
November 11 th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November .	Day After Thanksgiving
December 25 th	Christmas Day

7.3.2 *Half-day Holidays*—In addition, the City observes the following half-day holidays.

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

7.3.3 *Day of Holiday Observation*—Holidays falling 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 before Christmas Day and the day before New Year's Day are observed.

- 7.4 *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 in which the Council proclaims such a holiday.
- 7.5 *Monday through Friday Work Hours*—Employees not assigned to continuous operations 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, with the holiday time considered as hours worked.

Article 8. Leaves

- 8.1 *Vacation*—All regular employees shall be eligible to earn and be granted vacation leave.
- 8.1.1 *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 Rate</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 |
- 8.1.2 *Vacation Accumulation*—An employee may accumulate up to two times the annual accrual rate of vacation hours. Once an employee has accumulated two times the employee’s annual accrual, no further vacation leave will accrue until the pay period after the vacation balance has been reduced below the two-year cap.
- 8.1.3 *Vacation Cash-Out*— Employees shall be allowed to cash out up to 40 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.
 - Vacation hours shall be compensated at the employee’s enhanced rate of pay as of the date of the cash-out.
 - 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 sold once per year in November, as long employees have submitted an irrevocable election form in the prior year.
- 8.1.4 *Vacation Leave Payout 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.
- 8.2 *Administrative Leave*—Each regular employee shall be entitled to receive 40 hours per fiscal year of administrative leave in recognition of the City’s expectation that members of

the Mid-management Employee Unit 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.

8.2.1 *Administrative Leave Taken*—Administrative leave may be taken in paid time off.

8.2.2 *Carryover of Administrative Leave*—Administrative leave may not be carried forward from one fiscal year to the next.

8.2.3 *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.

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

8.2.3.2. *Qualifying for Supplemental Administrative Leave*—In general, to qualify for supplemental administrative leave, an employee must be required to work additional hours substantially in excess of the customary workweek. The determination as to whether an employee is “required to work” additional hours may be made by the department head. In making this determination, the department head is expected to distinguish between that which is typical for someone in this Unit 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, and whether the employee regularly performs City-related duties beyond usual work hours in response to direction from the department head.

8.2.3.3 *Employee Requests*— Employees requesting supplemental administrative leave must submit requests, along with a description of work hours and duties meeting the criteria above, to their department head no later than April 30th of each year for the following fiscal year.

8.2.3.4 *Department Head Recommendation*—The Department head will review all requests and make a recommendation on each request. All requests and recommendations shall be reviewed by Human Resources Director prior to submission to the City Manager.

8.2.3.3 *City Manager Approval*—Recommendations for supplemental administrative leave shall be submitted to the City Manager for approval following the Human Resources Director’s review. Employees shall be notified of the decision to approve or deny their request by the department head prior to July 1.

8.2.3.4 *Carrying Over 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.

8.3 *Sick Leave*—An employee who is ill or injured, or is entitled to use sick leave for other

purposes as required by law, is entitled to paid sick leave as follows:

- 8.3.1 *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 *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.
- 8.3.3 *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. Therefore, employees exceeding 56 hours of sick leave per calendar year will be subject to a review of sick leave usage.
- 8.3.3 *Protected Leave*—Employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the following purposes:
 - 8.3.3.1 the diagnosis, care, or treatment of an existing health condition of, or preventative care for, themselves;
 - 8.3.3.2 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
 - 8.3.3.3 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.
- 8.3.4 *Medical Appointments* – Employees should reasonably attempt to schedule appointments with health care practitioners or dentists when such appointments can occur outside of work hours.
- 8.4 *Medical Appointments Leave*—A full-time regular employee may be granted leave without loss of salary or benefits for the purpose of going to appointments with healthcare practitioners or dentists in instances where the employee can demonstrate that the appointment could not have been reasonably scheduled to occur at a non-work time of the employee. Medical appointment leave will be charged on a calendar-year basis.
 - 8.4.1 *Approval* – An employee requesting such paid leave shall receive department head approval prior to the leave commencing. Medical appointment leave shall be authorized only for that period of time necessary to provide reasonable travel time to and from the appointment and the actual time required for the appointment.
 - 8.4.2 *Affidavit of Leave* – The employee requesting such leave shall submit a sick leave request form to verify the need for the appointment.
 - 8.4.3 *Leave Confirmation* – The City reserves the right to confirm any appointment for which such leave is authorized.
 - 8.4.4 *Medical Appointment Leave Charges to Sick Leave* – Absences of the first 8 hours per calendar year will not be charted to sick leave; the remainder of any leave used for medical appointment purposes will be charged to sick leave.

- 8.6 *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.
- 8.6.1 *Definition of Family Member for Bereavement Leave*—For the purpose of bereavement leave, a family member is defined as a spouse, domestic partner registered with the State of California, 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 department head, there existed an extraordinarily close familial relationship between the employee and such other person.
- 8.6.2 *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 within California.
- 8.6.3 *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 outside of California.
- 8.7 *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.
- 8.7.1 *Industrial Injury or Illness Leave Amounts*—Employees 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.
- 8.7.2 *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.
- 8.8 *Military Leave*—This leave shall be granted in accordance with the provisions of applicable state and federal law.
- 8.9 *Short- or Long-term Disability Leave*—After an employee is on leave due to disability and upon an employee qualifying for short- or long-term disability insurance benefits, in accordance with the requirements of law, 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.
- 8.9.1 *Insurance Premiums*—The City will continue to pay insurance premiums provided by this Compensation Plan for a disabled employee until the date upon which the employee is separated from City employment.
- 8.9.2 *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 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 leave accrued but not used by the employee.
- 8.9.3 *Separating 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.
- 8.10 *Reporting Leave Usage*—An appropriate City-designated leave form should be submitted subsequent to each occurrence of 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 federal or state family medical leave acts. Both the employee's division manager and department head should sign the form.
- 8.11 *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 skill deterioration, facilitate recovery, and reduce income loss. Light-duty assignments will not be made unless there is a light-duty assignment for which they are qualified and light-duty assignments are intended to be temporary and of short duration. Light-duty assignments will be structured so employees are not placed in a duty status that would aggravate or cause a reoccurrence of the 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. This program shall be coordinated with applicable workers' compensation benefits so that benefits are provided at the level not less than those mandated by state law.
- 8.11.1 *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.
- 8.11.2 *Determination/Required Reports*—
- 8.11.2.1 *Assignments*—Light-duty assignments may be made following evaluation and determination by the department head. 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 department head, the employee, and the affected supervisor.
- 8.11.2.2 *Medical Updates*—Updated medical reports shall be submitted to the department head 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 department head for purposes of continuing or terminating a current light-duty assignment or to determine when to commence a light-duty

assignment.

8.11.2.3 *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 current job with or without accommodation. Light-duty assignments are intended to be temporary and of short duration. Light-duty assignments:

- May consist of reduced work hours, limited work, or any combination thereof.
- Will not adversely affect the employee's enhanced 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 can be performed by the employee 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.
- Will be developed based on a case-by-case review of the medical restrictions, so as not to aggravate an injury or illness.

8.11.3 *Holidays/Vacations During Light-Duty Assignments*—

8.11.3.1 *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.

8.11.3.2 *Vacations*—Employees assigned to light-duty work 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 a full-duty assignment. Employees may reschedule their vacation with the approval of the department head, provided the rescheduling does not result in increased costs or lost time to the City for relief staff to cover the rescheduled vacation.

8.11.4 *Return to Full-duty Assignment*—Employees will be returned to full-duty work 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.

8.12 *CFRA/FMLA/Pregnancy Disability Leave*—Family care, medical, and pregnancy disability leave shall be provided according to state and federal law, consistent with City Administrative Instruction Section VI, No. 15.

- 8.12.3 *Extended Unpaid Parental Leave*—In addition to above, unpaid leave without benefits may be granted to an employee for the birth, care, placement for adoption or foster care of a new child. The employee shall request such leave as soon as practicable. Generally, the request should be made no less than 30 days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 8.12.3.1 *Leave Duration*—The total duration of such leave shall be no more than twelve (12) months, inclusive of leave covered by CFRA/FMLA/PDL. The leave may be taken prior to or after the birth, care, placement for adoption or foster care of a new child (“qualifying event”), but must be taken within nine (9) months prior to the qualifying event and within one year of the qualifying event.
- 8.12.3.2 *Use of Leaves*—Except as provided by law, the employee is not entitled to the use of any accrued sick leave while on Extended Parental Leave. Employees on Extended Parental Leave are required to utilize available vacation leave and administrative leave prior to being placed on unpaid status.
- 8.12.3.3 *Salary and Benefit Continuance*—There shall not be an employment consequence for Extended Parental Leave. Unless otherwise mandated by law, no employee shall be entitled to compensation, a step increase, nor shall the time taken on Extended Parental Leave count as credit for seniority.
- 8.12.3.4 *Unexpected Return to Work*—In the event an employee chooses to return to work from such leave sooner than expected, the employee may request to return to work. The employee shall notify the department head as soon as practicable of the requested return-to-work date. If there is a vacancy for which the employee is qualified, the department head will make the assignment as soon as possible.

Article 9. Work Hours

- 9.1 *Eight-hour Schedule*—The workweek shall normally consist of 5-consecutive 8-hour days for non-continuous operations staff.
- 9.2 *Alternate Workweek Schedule*—For those departments with continuous operations, with hours of business that are open more than a normal business day, employees shall work a schedule that is consistent with those hours.
- 9.3 *Flexible Work Hours*—Alternate work schedules may be available to employees at the discretion of the department head.

Article 10. Recreational Facilities and Classes

- 10.1 *Admission to Classes*—All regular employees shall be entitled to free admission to City recreation facilities and to free enrollment in up to 12 recreational classes during a 12-month period (lab fees or ingredient fees are not included).
- 10.2 *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, Recreation, and Maintenance Services Department.

Article 11. Grievance Procedure

- 11.1 *Definition of Grievance*—A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of the MOU between the City and the Union, excluding however, those provisions of the MOU which specifically provide that the decision of any City official shall be final, and where the MOU includes a procedure that governs the dispute.
- The grievance process does not cover decisions within management rights, such as: (1) classifications of positions; (2) recruitment, selection, appointment and examination processes; (3) extensions of probationary periods; (4) non-disciplinary transfers, reassignments, reorganization and reallocation of positions; (5) the content of performance evaluations; (6) requiring employees to submit to fitness for duty evaluations; and (7) layoffs (as opposed to the impacts of layoffs).
- 11.2 *General Conditions*—
- 11.2.1 *Extended Time Limits*—Any time limit set forth in this article may be extended by mutual written agreement between the City and the Union.
- 11.2.2 *Failure to Comply with Time Limits*—Failure on the part of the Union to comply with the time limits of this procedure or any extensions thereto shall constitute a withdrawal of the grievance without further recourse to re-submittal. Failure on the part of the City to comply with the prescribed time limits or extensions shall result in the grievance being moved to the next step of the procedure.
- 11.3 *Grievance Steps*—The general steps in the grievance procedures are as follows. Note that some steps in the grievance procedure may be eliminated if the employee reports to a department head or if the employee’s second-line supervisor is the department head.
- 11.3.1 *Step 1: Immediate Supervisor (Problem Solving)*—Employees shall bring their grievances to the attention of their immediate supervisor within 15 calendar days of the occurrence of the act causing the basis for the grievance or the employee’s first knowledge of the occurrence.
- 11.3.2 *Step 2: Second-line Supervisor*—If the grievance is not resolved at Step 1 within 15 calendar days of the date the grievance is raised with the immediate supervisor, the employee shall have the Union Steward submit a formal written grievance to the employee’s second-line supervisor. If the employee chooses to formally pursue the grievance, it shall be presented by the Union Steward, in writing within 15

calendar days after the immediate supervisor's decision. The written grievance shall contain the following information.

- Grievant's Name and Signature
- Grievant's Department and Specific Work Site
- Name of the Grievant's Immediate Supervisor
- Statement of the Nature of the Grievance, including date and place of occurrence
- Specific Provision, Policy or Procedure alleged to have been violated
- Remedies Sought by Grievant
- Name of the Union Steward designated as the grievant representative in the processing of the grievance.

Within 15 calendar days of receipt of the written grievance, the second-line supervisor or designee shall return a copy to the Union Steward and the employee with an answer in writing. If the grievance is not resolved at this level, the Union shall have 15 calendar days from receipt of the answer in which to file an appeal to the department head.

11.3.3 *Step 3: Department Head*—An employee dissatisfied with the decision of the second-line supervisor in Step 2 may have the Union Steward submit the written grievance to the department head within 15 calendar days from the date of the second-line supervisor's decision. The department head or designee shall respond in writing to the Union Steward within 15 calendar days from the date of its receipt.

11.3.4 *Step 4: City Manager*—If the employee is dissatisfied with the decision of the department head in Step 3, the written grievance may be submitted by the Union Steward to the City Manager, within 15 calendar days from receipt of the department head's response. The City Manager or designee shall respond to the Union Steward regarding the grievance in writing within 15 calendar days of its receipt. Within this period, at the City Manager's discretion, an informal hearing involving the parties to the dispute may be conducted. The decision of the City Manager or designee is final, subject to the below appeal provision.

11.4 *Binding Arbitration*—The Union may appeal the City Manager or designee's decision on the grievance to binding arbitration so long as all the following steps are fully complied with.

11.4.1 *Written Request*—The Union Steward must submit a written request for arbitration with the Director of Human Resources which must be received no later than 15 calendar days following the City Manager or designee's decision on the grievance. If this written request is not received by the Director of Human Resources within this time frame, the appeal will be waived.

11.4.2 *Union Representation*—The union must sign the written request for arbitration signifying that it intends to represent the employee during all arbitration proceedings arising from the request for arbitration.

11.4.3 *Selection of an Arbitrator*—An arbitrator will be selected by the union and the City by mutual agreement or by requesting a list of no less than 5 arbitrators from the California State Mediation and Conciliation Service, each of whom must have at least 5 years of experience handling arbitrations for local public agencies. The

parties will attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, each party shall cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the Arbitrator.

- 11.4.4 *Payment of Costs*—The Union and the City will split the cost of the arbitrator’s fee equally. In the event that either party wishes to obtain the services of a court reporter, that party will be solely responsible for the reporter’s fees, including the cost of providing the original transcription to the arbitrator. If the arbitrator, as opposed to either party, requires that the proceedings be taken down by a court reporter, the parties will equally split the cost of the reporter’s fee and the cost of the original transcript. Each party will pay for the cost of an additional copy for the use of that party if a copy is desired.
- 11.4.5 *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions. Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City’s rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.
- 11.4.6 *Arbitrator Decision*—The parties agree that any decision rendered by the arbitrator will be final and binding, meaning that it cannot be appealed to any other legal or administrative tribunal, except pursuant to Code of Civil Procedure section 1285 et seq. which allows parties to petition a court to confirm, correct or vacate an arbitration award.

Article 12. Disciplinary Action

The City shall only take disciplinary action against a regular, non-probationary employee for just cause following the procedures set forth in the City of South San Francisco Personnel Rules and Regulations. Disciplinary action shall include but is not limited to written reprimand, suspension, demotion, reduction in pay, and termination.

Article 13. Appeal Procedure for Final Disciplinary Action

Appeals of final discipline (in the form of suspensions, demotions, reductions in pay, and terminations) are subject to the following procedures:

- 13.1 *Submission of Appeal*—An employee may appeal a disciplinary action by submitting a written request with the Director of Human Resources within fifteen calendar days from the date the notice of discipline was served on the employee.
- 13.2 *City Manager Review*—Within fifteen days from receiving the employee’s written appeal, the City Manager or designee shall respond to the employee regarding the disciplinary action in writing. Within this period at the City Manager’s discretion, an informal hearing involving the employee may be conducted. For suspensions of five days or less or other lesser disciplinary actions, the City Manager or designee’s review is final.

- 13.3 *Arbitration*—For appeals of terminations, demotions, suspensions of more than five days, or any other type of discipline that results in a loss of pay for more than five days, if the City Manager or designee’s review did not resolve the appeal to the satisfaction of the employee, the employee or Union, on the employee’s behalf, must inform the Human Resources Director of the employee’s intent to proceed to arbitration in writing within ten calendar days from the date of the City Manager’s response.
- 13.3.1 *Selection of Arbitrator*—An arbitrator shall be selected by mutual agreement or by requesting a list of no less than 5 arbitrators from the California State Mediation and Conciliation Service, each of whom must have at least 5 years of experience handling arbitrations for local public agencies. The parties will attempt to agree on an arbitrator from any such list obtained. If the parties cannot agree on an arbitrator, each party shall cross off 1 name on the list, the first party to cross off a name to be determined by a flip of a coin. The final name left on such list shall be the Arbitrator.
- 13.3.2 *Payment of Costs*—If the Union is representing the employee in the disciplinary appeal, the Union and the City will split the cost of the arbitrator’s fee equally. In the event that either party wishes to obtain the services of a court reporter, that party will be solely responsible for the reporter’s fees, including the cost of providing the original transcription to the arbitrator. If the arbitrator, as opposed to either party, requires that the proceedings be taken down by a court reporter, the parties will equally split the cost of the reporter’s fee and the cost of the original transcript. Each party will pay for the cost of an additional copy for the use of that party if a copy is desired.
- 13.3.3 *Arbitrator Duty*—The arbitrator will be empowered to hear evidence, review exhibits, hear argument and make findings of fact and conclusions. Based on those findings and conclusions, the arbitration shall make a final and binding determination about the merits of the appeal. The arbitrator is not empowered to make any alterations to the terms and conditions of this MOU, or to the City’s rules, regulations, policies or procedures. The arbitrator is not empowered to make any order or directive that would require any party to commit an illegal act.
- 13.3.4 *Arbitrator Decision*—The parties agree that any decision rendered by the arbitrator will be final and binding, meaning that it cannot be appealed to any other legal or administrative tribunal, except pursuant to Code of Civil Procedure section 1285 et seq. which allows parties to petition a court to confirm, correct or vacate an arbitration award.

Article 14. Non-Discrimination

- 14.1 Neither the City nor the Union will discriminate against a person covered by this Memorandum of Understanding because of his or her exercise of rights under the MOU or his or her union activities or failure to participate in union activities.
- 14.2 The parties individually agree that they will not engage in any act or practice or pursue any policy which is discriminatory against any employee on the basis of race, color, religion, religious creed (including religious dress and grooming practices), national origin,

ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or taking leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status or characteristic protected by state or federal law.

Article 15. Administration of Memorandum of Understanding

- 15.1 *Full and Entire Agreement*—The Mid-management Unit’s Memorandum of Understanding sets forth the full terms and conditions of employment for members of the Unit and any 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 MOU are found to be in conflict with a City rule, regulation, resolution, or agreement, the provisions of this MOU shall prevail over such conflicting rule regulation, resolution, or agreement.
- 15.2 *Administering the Agreement*—The City Manager through the Human Resources Director shall administer the MOU and may establish such policies, rules, and regulations as deemed appropriate to the effective administration of the program. Employees shall comply with such policies, rules, resolutions, and regulations as established by the City Manager.
- 15.3 *City Manager Powers*—The City Manager shall be empowered to grant or to impose administrative leave without loss of pay or benefits for members of the Mid-management Employee Unit for any purpose deemed by the City Manager to be appropriate to the circumstances.

Article 16. Signatures

In witness thereof, the parties hereto have executed this Memorandum of Understanding in the

City of South San Francisco on this _____ day of _____, 20____.

For the Association:

For the City:

Mark Leach, Business Agent

Lisa S. Charbonneau, Chief Negotiator

Adena Friedman

Leah Lockhart, Human Resources Director

Jason Hallare

Brian Noce

Mike Futrell, City Manager

Appendix A

Mid-management Classifications

Description	Job Code
Accountant I	M100
Accountant II	M620
Accountant, Senior	M625
Building Official, Assistant	M215
Business Manager	M825
Childcare Assistant Supervisor	M800
City Building Official	M210
City Planner	M155
Community Development Coordinator	M725
Deputy Economic and Community Development Director	M145
Deputy Finance Director	M845
Deputy Parks and Recreation Director	M840
Deputy Public Works Director	M820
Disaster Preparedness Manager	M780
Economic Development Coordinator	M185
Electrical Maintenance Supervisor	M835
Engineer, Associate	M115
Engineer, Principal	M760
Engineer, Senior	M340
Environmental Compliance Supervisor	M450
Financial Analyst I	M600
Financial Analyst II	M610
Financial Analyst, Senior	M615
Financial Services Manager	M770
Human Resources Analyst I	M700
Human Resources Analyst II	M270
Human Resources Analyst, Senior	M271
Human Resources Manager	M775
Information Systems Administrator	M650
Information Systems Administrator, Senior	M790
Landscape Architect	M815
Laboratory Supervisor	M220
Library Director, Assistant	M640
Library Program Manager	M235

Description	Job Code
Literacy Program Manager	M500
Maintenance Supervisor	M255
Management Analyst I	M570
Management Analyst II	M560
Payroll Administrator	M785
Planner, Associate	M125
Planner, Principal	M590
Planner, Senior	M335
Plant Maintenance Supervisor	M745
Plant Superintendent	M355
Plant Superintendent, Assistant	M465
Police Communications & Records Manager	M285
Program Manager	M750
Public Works Administrator	M795
Recreation & Community Services Program Coordinator	M530
Recreation and Community Services Supervisor	M295
Technical Services Supervisor	M735

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