



The City of **South**
San Francisco

Compensation Plan
for the
Executive Management Unit

July 1, 2017 to June 30, 2022



City of South San Francisco
 Compensation Plan
 for the
 Executive Management Unit
 July 1, 2017 through June 30, 2022

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City of South San Francisco
Compensation Plan
for the
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July 1, 2017 through June 30, 2022

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. 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, 2017-June 30, 2018) effective the first full pay period including July 1, 2017, or the first full pay period following the adoption of the MOU by Council: three percent (3%); whichever is later;
- Year 2 (July 1, 2018-June 30, 2019) effective the first full pay period of July 2018: three percent (3%);
- Year 3 (July 1, 2019-June 30, 2020) effective the first full pay period of July 2019: the Safety employees will receive an adjustment to the 60th percentile of the salary survey for police officer and firefighter, or three percent (3%), whichever is greater; the Miscellaneous employees will receive 3%;

- Year 4 (July 1, 2020-June 30, 2021) effective the first full pay period of July 2020: the Miscellaneous employees will receive an adjustment to the 60th percentile or three percent (3%), whichever is greater; the Safety employees will receive 3%.
- Year 5 (July 1, 2021-June 30, 2022) effective the first full pay period of July 2021: three percent (3%).

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

- 2.3. *Salary Survey*—The City shall conduct a salary survey for all Executive Team employees as provided which includes the medical premium cost sharing and Employee CalPERS Contribution Cost Sharing effective the pay periods including July 1, 2019. Any classification below market based on the salary survey shall be brought up to the 60th percentile of total compensation effective the pay period including July 1, 2019. In preparation for conducting the salary survey, the City will collaborate with the employees of the Executive Management Team to select the survey agencies.
- 2.4. *Salary Control Point*—A Control Point has been established for each Department Head classification. The Control Point is set at the 60th Percentile based on a market survey, considering 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.
- 2.5. *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:
 - 2.5.1. *Management Incentive Pay* due to the unique nature of their job and the special skills, knowledge and abilities required; and
 - 2.5.2. *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.
- 2.6. *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/Chief Sustainability Officer		X
Chief of Police		X
Fire Chief		X
Director of Economic & Community Development .	X	
Director of Human Resources	X	
Director of Finance	X	
Chief Innovation Officer	X	
Communications Director	X	
Director of Parks & Recreation.....		X
Director of Public Works		X
Library Director	X	

- 3.2 *Executive Management Wellness Program*—Each employee may participate in the Executive Management Physical Fitness Program, up to a maximum of \$1,000 per fiscal year. This program may be used for health club membership, unreimbursed medical expenses, physical fitness equipment, etc. or an employee may undergo an annual, comprehensive multiphasic physical examination at the City's expense by a qualified medical facility. All health-related program reimbursement is determined and approved by the City Manager. The City will contribute any unused wellness monies up to \$1,000 in July of each year in a manner consistent with Section 4.12.(MARa).
- 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 \$2,000 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 \$1,000 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.

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.
- 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 deferred compensation monies in lieu of medical, dental, and vision benefits through the City. 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).
- 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 *Payment of Premium Costs*—The City shall pay the premium costs to the insurance providers.
- 4.6.4 *Effective Date of Coverage*—Coverage is effective the first day of the calendar month following the date of hire. Coverage ends on the date employment terminates.
- 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 may elect to pay premium contributions for employee and/or dependent coverage under the City's health care plans on a pre-tax basis.
- 4.8.2 *Health Care Reimbursement*—Participants may set aside salary of up to \$2,000 (\$2,500 effective 1/1/2013) 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 *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 *Miscellaneous Employees 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 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.

4.11.2.1 *Classic Miscellaneous Employee Share*—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 Miscellaneous members as designated by CalPERS is 8% for employees enrolled in the 2.7%@55 formula. Any Classic Miscellaneous members enrolled in 2%@60 formula shall pay 7% Employee Share. 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).

4.11.2.2 *Miscellaneous Classic Members PERS Cost-sharing contribution*—Effective July 2019 with the implementation of the PERS amendment and as authorized by GC 20516(f), Miscellaneous Classic Members and the City agree to a pension-cost sharing arrangement where all Safety Classic members shall pay, in addition to the current 7% or 8% employee contribution, an additional as follows:

- Year 3 (July 1, 2020-June 30, 2021) effective first full pay period of July 2020: employees will contribute an additional one percent (1.5%) in addition to their employee contribution
- Year 4 (July 1, 2021-June 30, 2022) effective first full pay period of July 2021: employees will contribute an additional one percent (1%) in addition to their employee contribution
- Thereafter, the employees will be obligated to pay 2% of the employer rate, plus 7% or 8% of the employee contribution for a total employee commitment of 9-10%, depending on whether they are enrolled in the 2.7%@55 formula or 2%@60 formula.

The contributions will be tax-deferred under IRC section 414(h)(2). 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.

4.11.3 *Miscellaneous Employees Optional Public Agency Provisions—*

4.11.3.1.1 *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.

4.11.3.1.2 *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 Employees Contribution to Retirement System—*

4.11.5.1 *Local Safety Employee Share—*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).

4.11.5.2 *Safety Classic Members PERS Cost-Sharing Contribution—*Effective with the implementation of the PERS amendment and as authorized by GC 20516(f), Safety Classic Members and the City agree to a pension-cost sharing arrangement where all Safety Classic members shall pay, in addition to the current 9% employee contribution, an additional amount based on the employee's underlying Safety unit (Police or Fire). The contributions will be tax-deferred under IRC section 414(h)(2). 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.
- 4.12.4 *Mandatory Excess Wellness Benefit Contribution*—Annual payout of 100% of unused Executive Management Wellness Benefit pursuant to Section 3.2.

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
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day Observed
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Fourth Thursday in November	Day After Thanksgiving
December 25	Christmas Day

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 payperiod 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>Payperiod 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
25th and succeeding years	9.23 hours	30 days

6.1.2 *Vacation Accumulation*—

- 6.1.2.1 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.
 - Time may be sold twice annually in May and November.
 - Executive Team members will have a one-time opportunity to sell back up to 120 hours of vacation for 2017 during the month of July 2017. In future years, the July sell back period will not be available. The July opportunity does not increase the total number of hours available for sell back in 2017 (capped at 120 hours).

- 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.

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 payperiod 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 his 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 that is not industrially caused 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 *Sick Leave as Family Care Leave ("Kin Care")*—Employees accumulate sick leave each year as defined in the sick leave article of this Agreement. In recognition of Labor Code 233, effective January 1, 2000, employees are permitted to use up to half of their annual sick leave allotment, in any calendar year, for the purpose of obtaining medical consultation, treatment, or for caring for a sick family member.

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. Therefore, employees exceeding 56 hours or 7 occurrences of sick leave per year will be subject to a review of sick leave usage.

- 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 payperiod 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 Facilities and Classes

- 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, Recreation, and Maintenance Services Department.

Article 8. Administration of Compensation Program

- 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, 2017 to June 30, 2022, unless this Program is modified at an earlier time.

Article 10. Signatures.

Signed this 1st day of July 2017


For the Executive Management Unit:

For the City:



Jeff Azzopardi, Chief

Negotiator



Rebecca Burnside, Chief Negotiator



La Fanya Bellow, Human Resources Director

Appendix A

Executive Management Classifications

Those classifications in the Executive Management unit are the following:

- ◆ Assistant City Manager/Chief Sustainability Officer
- ◆ Assistant to the City Manager
- ◆ Chief of Police
- ◆ Fire Chief
- ◆ Director of Economic and Community Development
- ◆ Director of Finance
- ◆ Director of Human Resources
- ◆ Chief Innovation Officer
- ◆ Communications Director
- ◆ Director of Parks and Recreation
- ◆ Director of Public Works
- ◆ Library Director

Appendix B

Salary Schedule

JOB TITLE	JOB CODE	EFFECTIVE DATE	UNIT	PAY RATE	MINIMUM	CONTROL POINT	MAXIMUM
ACM / CHIEF SUSTAINABILITY OFFICER	N100	30-JUN-2017	EXEC	Hourly Rate	101.94	112.13	123.34
				Bi-Weekly Rate	8154.91	8970.40	9867.44
				Monthly	17668.97	19435.87	21379.45
ASSISTANT TO THE CITY MANAGER	N180	30-JUN-2017	EXEC	Hourly Rate	59.32	65.25	71.78
				Bi-Weekly Rate	4745.45	5220.00	5742.00
				Monthly	10281.82	11310.00	12441.00
CHIEF INNOVATION OFFICER	N165	30-JUN-2017	EXEC	Hourly Rate	86.44	95.08	104.59
				Bi-Weekly Rate	6914.91	7606.40	8367.04
				Monthly	14982.30	16480.53	18128.59
COMMUNICATIONS DIRECTOR	N190	30-JUN-2017	EXEC	Hourly Rate	86.44	95.08	104.59
				Bi-Weekly Rate	6914.91	7606.40	8367.04
				Monthly	14982.30	16480.53	18128.59
ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR	N140	30-JUN-2017	EXEC	Hourly Rate	88.36	97.20	106.92
				Bi-Weekly Rate	7069.09	7776.00	8553.60
				Monthly	15316.36	16848.00	18532.80
FINANCE DIRECTOR	N145	30-JUN-2017	EXEC	Hourly Rate	88.36	97.20	106.92
				Bi-Weekly Rate	7069.09	7776.00	8553.60
				Monthly	15316.36	16848.00	18532.80
FIRE CHIEF	N150	30-JUN-2017	EXEC	Hourly Rate	98.62	108.48	119.33
				Bi-Weekly Rate	7889.45	8678.40	9546.24
				Monthly	17093.82	18803.20	20683.52
HUMAN RESOURCES DIRECTOR	N130	30-JUN-2017	EXEC	Hourly Rate	86.44	95.08	104.59
				Bi-Weekly Rate	6914.91	7606.40	8367.04
				Monthly	14982.30	16480.53	18128.59
LIBRARY DIRECTOR	N110	30-JUN-2017	EXEC	Hourly Rate	86.44	95.08	104.59
				Bi-Weekly Rate	6914.91	7606.40	8367.04
				Monthly	14982.30	16480.53	18128.59
PARKS & RECREATION DIRECTOR	N175	30-JUN-2017	EXEC	Hourly Rate	86.54	95.19	104.71
				Bi-Weekly Rate	6922.91	7615.20	8376.72
				Monthly	14999.64	16499.60	18149.56
POLICE CHIEF	N155	30-JUN-2017	EXEC	Hourly Rate	97.43	107.17	117.89
				Bi-Weekly Rate	7794.18	8573.60	9430.96
				Monthly	16887.39	18576.13	20433.75
PUBLIC WORKS DIRECTOR	N160	30-JUN-2017	EXEC	Hourly Rate	87.79	96.57	106.23
				Bi-Weekly Rate	7023.27	7725.60	8498.16
				Monthly	15217.09	16738.80	18412.68

Executive Management
Side Letter

The City will establish a 401(a) for PEPRA employees ("New Members" as defined by CalPERS) no later than December 31, 2017.

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