

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF BEVERLY HILLS**

**AND**

**BEVERLY HILLS**

**SAFETY SUPPORT ASSOCIATION**

**October 7, 2023 - October 2, 2026**

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**BEVERLY HILLS SAFETY SUPPORT ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

The Beverly Hills Safety Support Association, a formally recognized employee organization, representing civilian safety support personnel, and duly authorized representatives of the management of the City of Beverly Hills (hereinafter referred to as the "City"), have met and conferred in good faith, freely exchanging information, opinions and proposals, and have reached the following agreement on matters within the scope of representation. A list of all of the classifications represented by the Association is attached to this MOU as Exhibit A.

Now, therefore, the parties agree and mutually recommend to the City Council the following for its determination.

1. **Integration.** This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505.1 and supersedes all prior Memoranda of Understanding and verbal agreements between the parties hereto.

It is recognized that there exists now certain past practices, policies, or procedures that are in force and effect which affect wages, hours, and working conditions. To that extent, it is agreed that such practices, policies, and procedures shall remain in full force and effect during the entire term of this agreement, unless they are inconsistent with the provisions of this MOU, or unless they are changed by agreement of the parties.

2. **Term.** Unless otherwise specified herein, this Memorandum of Understanding shall be effective October 7, 2023 and shall expire on October 2, 2026.
3. **Definition of the word "Day".** The word "day" in this agreement refers to calendar days unless specifically designated as working days.
4. **Reopener.** During the term of the MOU, the parties can reopen negotiations to discuss the City's modification to the Performance Evaluation process (including the evaluation form).

**1. SALARIES**

Effective October 7, 2023, employees will receive a base salary increase of three and seventy three one hundredths percent (3.73%).

Effective the pay period including October 1, 2024, employees will receive a base salary increase of four and one half percent (4.50%).

Effective the pay period including October 1, 2025, employees will receive a base salary increase of four and one half percent (4.50%).

The salary schedules for the duration of the MOU are attached hereto as Exhibit "B".

## **2. WELLNESS PAY**

The City agrees that employees in the unit will receive two percent (2.0%) of each employee's annual base pay for wellness pay. Wellness pay is provided to employees to promote wellness. This includes, but is not limited to, purchase of gym memberships, physical fitness equipment or medical exams or treatments designed to improve overall employee health. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and is therefore not pensionable.

## **3. OVERPAYMENT**

If an employee receives more compensation (whether in the form of salary, overtime, or any other form of compensation contained in this MOU), than they are entitled to receive (i.e., is overpaid), the City will inform the employee and the Association President. The City will work with the employee to reconcile the overpayment and, if overpaid, will work to create a repayment schedule.

If an employee is separating from the City and there is a mutual agreement between the City and employee that the employee has been overpaid the City shall recover the overpayment by reducing the value of the employee's accrued leaves from which the employee would otherwise be entitled to receive a cash payment. If the value of such accrued leave does not cover the entire overpayment, the employee will still be required to reimburse the City for the remainder of the overpayment. If the value of accrued leaves (for which an employee is entitled to cash out) exceed the overpayment, the employee will still be cashed out for the remainder of their accrued leaves.

## **4. APPOINTMENT AND ADVANCEMENT**

### **A. Probationary Period**

The probationary period for all positions in the bargaining unit shall be one year.

The probationary period of an employee may be extended for a period of up to six (6) months. In addition, at the discretion of the City, the initial-hire probationary period for employees in the classification of Communications Dispatcher may be extended for additional periods of up to six (6) months, for a maximum extension of twelve (12) months. All probationary employees (regardless of at what step they were hired) will be eligible to use accrued leave upon satisfactory completion of the first six (6) months of service (with the exception of personal holiday and specified sick leave usage as required by law, which may be used within the first 6 months).

Benefits and leave rights shall be available to all employees on probation as a result of accepting a promotion, if such employee has completed at least six (6) months of probationary service in City Service.

Employees on probation (including probation for a position into which an employee has promoted) shall be eligible to apply for an open recruitment and a promotion.

**B. Placement And Advancement Through Range**

1. Salary Step Placement

Employees will be appointed to a step on the salary schedule within a prescribed range. Normally, employees shall be appointed to the first step in their allocated range. Upon the recommendation of the Department Head, the Director of Human Resources (or City Manager as required) may approve placement at a higher step within the prescribed range based upon the employee's qualifications and performance justifying such placement or a proven inability to recruit at the first step.

2. Salary Step Advancement

Unless otherwise provided, employees shall receive step advancements in the following manner:

- a. For employees starting at Steps 1 through 4 of the salary range: After one year of satisfactory service and each year annually thereafter (i.e., the anniversary date), an employee shall be eligible for a salary increase to the next step of the range up to top step of the salary range. The effective date of the step increase shall be the employee's anniversary date.
- b. Employees shall advance to the next step unless they receive a timely performance evaluation (i.e., within one calendar week of the employee's anniversary date) indicating that their performance does not merit an increase, in which case, the step advancement may be withheld or delayed.

**C. Application Of Salary Steps To Promotions**

An employee who is promoted shall be placed at Step 1 of the new classification or at a step of the new classification that provides the employee with a base salary of at least five percent (5%) more than the base pay the employee was receiving prior to being promoted. In no event shall the promoted employee be placed below the bottom step or above the top step of the new range. The effective date of the promotion shall be the first day of the pay period following the promotion date. The employee's anniversary date for the position into which the employee is promoted (which determines step increases for that position) shall be the effective date of the promotion.

**D. Special Merit Step Advancement**

The City Manager may, upon the recommendation of the employee's Department Head and the Director of Human Resources, authorize the advancement of an employee to any of the four (4) steps earlier than they would normally be eligible. Such increases shall be effective on the first day of the pay period following approval by the City Manager, if not otherwise specified by the Department Head. Employees will thereafter be eligible for regular step increases annually on the anniversary of the special merit advancement.

**E. Superior - Subordinate Relationship**

For the purpose of this section, a superior-subordinate relationship is defined as a relationship in which a classification has the responsibility for the direct supervision of another classification.

In such a relationship, a superior shall be paid a monthly salary rate above their subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to their superior, the superior shall receive a special adjustment of 3% above the salary received by their highest paid subordinate. Notwithstanding the foregoing, no member of this unit may receive pay pursuant to this section if they are supervising a Police Officer or any other sworn personnel or working on an overtime assignment.

At any time the superior's base salary (excluding this salary adjustment) exceeds the base salary of their subordinates, the salary adjustment granted to him/her by this section shall be eliminated.

Monthly salary rate is defined as the base monthly salary paid to a position. Excluded from salary computations for this provision are any bonuses paid, shift differentials, overtime payments, or any additional payment to a position.

**F. Flex Classifications**

The below provisions are applicable to employees who are in the bargaining unit represented by the Association as of October 6, 2023. For any employees hired on or after October 7, 2023, the below provisions do not apply to them and these employees must go through the regular promotional process to promote from Records Specialist to Senior Records Specialist and from Forensic Specialist to Senior Forensic Specialist.

Records Specialist and Forensic Specialist classifications are considered "flex classifications". This means that employees can automatically move to the senior classification by satisfying certain criteria as described below. Even though these flex classifications exist, the City can still recruit and hire for the senior classification by conducting an open recruitment.



1. Records Specialist

A Records Specialist will become a Senior Records Specialist if the employee has received at least five annual performance evaluations and meets the following criteria:

a. Courses/Certifications

Records Clerk Course – up to 40 hours

Public Records Class – up to 16 hours

Current CLETS certification

b. Performance Evaluation Ratings

The employee received a rating which exceeds “satisfactory” on at least 50% of the performance ratings for the last five annual evaluations prior to movement to the Senior.

2. Forensic Specialist

A Forensic Specialist will become a Senior Forensic Specialist if the employee has received at least five annual performance evaluations, has courtroom experience (i.e., testimony or presented significant evidence to a court), and meets the following criteria:

a. Courses/Certifications

(i) Certifications

A current certification in one or more of the forensic disciplines.

(ii) Complete accredited courses:

120 hours in at least three (3) of the following areas of the discipline:

Alternate Light Source Training  
Arson Investigations  
Blood Pattern Analysis  
Collection & Preservation of Evidence  
Courtroom Testimony  
Crime Scene Documentation  
Crime Scene Investigations  
Crime Scene Photography  
Crime Scene Reconstruction  
Death Investigations

Evidence Photography Footwear and Tire Tread  
Latent Print Detection  
Report Writing  
Rules of Evidence  
Traffic Accident Investigations

b. Professional Organization Membership

The employee must be a member of at least one forensic professional organization such as, International Association for Identification, California Division of International Association for Identification, or Southern California Association of Fingerprint Officers.

c. Performance Evaluation Ratings

The employee received a rating which exceeds “satisfactory” on at least 50% of the performance ratings for the last five annual evaluations prior to movement to the Senior.

**5. HOURS, WORKWEEKS AND WORK SCHEDULES**

**A. Workweek**

The workweek for all members of the unit shall be 168 regularly recurring hours. All employees are required to work a full time (i.e., forty (40) hours) work schedule unless otherwise provided by the City Manager.

**B. Work Schedules**

Work schedules refer to the particular type of schedule, not the particular hours in the day, the employee is scheduled to work. That is defined below in subsection D as “shift schedules”. Work hours will be consecutive with the exception of an unpaid meal period (for those classifications not receiving a paid meal period).

For employees working the 5/40 work schedule, each employee’s designated FLSA workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) hours each (including paid breaks), followed by two consecutive days off.

For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of their eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) hours each, followed by five (5) consecutive workdays four (4) consecutive days of which consist of nine (9) work hours each and one (1) day of eight (8) work hours.

For employees working the 4/10 work schedule, each employee's designated FLSA workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 work hours each, followed by three consecutive days off.

For employees working the 3/12 work schedule, each employee's designated FLSA workweek shall begin exactly four hours after the start time of their eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

- A 3/12 schedule consists of alternate weeks of three (3) consecutive workdays of 12 hours each and four consecutive days off, followed by four (4) consecutive workdays, three (3) consecutive days of which consist of 12 hours each and one day of eight (8) work hours and three consecutive days off.

For employees working the 3/12.5 work schedule, each employee's designated FLSA workweek shall begin exactly five hours after the start time of each employee's ten hour shift. As such, these employees will earn 2.5 hours of overtime (of which the straight time portion of these hours will have already been paid as part of regular monthly compensation) in each of the two workweeks in which the ten hour shift shall fall.

- A 3/12.5 schedule consists of a weekly schedule of three (3) consecutive workdays of 12.5 hours each with one additional 10 hour day every four weeks. The ten hour shift shall not be changed unless it is intended to be changed permanently. If that happens, the employee's FLSA workweek will change to begin five hours after the new start time of the ten hour shift.

Employees in the bargaining unit whose work schedule is not defined in 1-5 below shall be assigned to work a 5/40, 9/80 or 4/10 work schedule.

1. Communications Bureau and Senior Records Specialist:

Employees working in the Communications Bureau and employees in the classification of Senior Records Specialist shall work the 3/12.5 schedule. However, the City may assign up to two employees in the classification of Communications Dispatcher and two employees in the classification of Senior Records Specialist to work the 4/10 work schedule based on an assessment of operational need to do so. If the City decides that it wants to assign one or two employees (from either or both classifications) to a 4/10 work schedule, it shall first determine if there are employees in the classification who voluntarily

choose to work that shift schedule. If that is the case, selection will be made from those who volunteer for the 4/10 shift schedule. If there are more volunteers than assignments, the most senior (in class) shall decide if they want the shift or not. If there are no volunteers, the least senior employees (based on time in class) will be assigned to the 4/10 shift schedule. In addition, employees in either classification may request to work a 4/10 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

2. Identification Bureau and Records Specialist:

Employees working in the Identification Bureau and employees in the classification of Records Specialist shall work the 4/10 schedule. Employees in the classifications of Forensic Specialist and Senior Forensic Specialist may be assigned to work a day shift or mid shift schedule. In selecting employees for the mid shift, the Department shall consider seniority in classification.

Employees in the classification of Records Specialist may request to work a 3/12.5 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

3. Records Supervisor and Traffic Control Officer (including the Assignment of Lead Traffic Control Officer):

Employees in the classifications of Records Supervisor and Traffic Control Officer shall be assigned to work either the 4/10 or 3/12.5 work schedule. The assignment of Lead Traffic Control Officer shall be assigned to work a 3/12.5 work schedule. Such employees may request to work an alternative work schedule to their current work schedule, (e.g., an employee working a 3/12.5 may request to work a 4/10 and vice versa). If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

4. Administrative Clerks, Administrative Coordinator, Secretaries, Detective Specialists, Property Officers, Traffic Specialists, and Fire Inspectors:

Employees in these classifications shall work the 4/10 schedule.

5. Jail Bureau:

Employees assigned to the Jail Bureau shall work either the 9/80 or 4/10 work schedule. Employees assigned to the Jail Bureau may request to work another work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

**C. Shift Schedules**

Shift schedules are the hours of the day an employee's shift covers. Employees in some of the classifications in the unit bid for shift assignments based on seniority (which, for purposes of this article is measured by time in classification) For those classifications, the shift bidding process shall be based as far as possible on seniority, but subject to the Department Head's right to plan work under their control.

For classifications which do not bid shifts, that classification's shift schedule(s) shall be established by the Department Head.

A Department Head retains the right to make de minimis changes to the shift schedule (i.e., changing the start time to begin five (5) minutes to two (2) hours later at the most) start and end time of an employee's work shift). Any other changes to an employee's work schedule or shift schedule are subject to meet and confer. However, if an employee requests to have their work or shift schedule changed and their supervisor agrees, the Human Resources Department and the Association shall be notified prior to the schedule change. The Association acknowledges that if requested to meet and confer over a work or shift schedule change, it will do so promptly, within one week after the request. Except as mentioned above, the City agrees that until the meet and confer process is exhausted there will be no changes to work or shift schedules or bonuses attached to any particular schedule.

**D. Job Sharing**

Job sharing is where two employees work the equivalent of one full-time position with the regular work schedule for the position and receive pro-rata benefits. Requests for job sharing will be evaluated on a case-by-case basis subject to an agreement between the City and the Association. Requests need to be made to the Department Head and will be evaluated in conjunction with the Human Resources Department.

**E. Employees on Probation**

Employees on probation may have their work schedules and shift schedules changed by their Department Head at their discretion. Once off probation, these employees are subject to all other provisions of this article.

**F. Meal Period**

Employees in the Records Bureau, Communications Bureau, Identification Bureau (Forensics), Jail Bureau, Property and Evidence Unit, Administrative Office, and employees in the classification of Traffic Control Officer and the assignment of Lead Traffic Control Officer do not receive a formal meal period. If they take a break to eat a meal it is part of their regularly scheduled hours and is paid. That said, the City will take all reasonable efforts to provide such employees with a meal period sufficient for them to eat. All other employees in the unit receive a thirty (30) minute unpaid meal period.

**G. Rest Periods**

Employees shall be allowed but not required to take a rest period of fifteen (15) minutes during the first half of their shift and another rest period of fifteen (15) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

**H. Vehicle Use For Fire Inspectors**

Employees in the classification of Fire Inspector who are required to use a vehicle in the performance of their job duties will be provided with a City vehicle to perform those duties.

**I. Accurately Reporting Time Worked**

Employees are required to accurately report all time worked on their time sheets and submit all timesheets by the deadline established by the Payroll Division of the Finance Department. Under no circumstances may an employee work any time in addition to their regular work hours before or after work, or on an unpaid meal break, without first receiving approval in advance from their supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on their time sheet, if an employee works such time it will be recorded.

Unit members shall record hours worked in one-tenth (1/10) of an hour increments of time. This is illustrated by the following:

0-3 Minutes – No additional time should be recorded

4-9 Minutes = .1 of an hour

10-15 Minutes = .2 of an hour

16-21 Minutes = .3 of an hour

22-27 Minutes = .4 of an hour

28-33 Minutes = .5 of an hour

34-39 Minutes = .6 of an hour

40-45 Minutes = .7 of an hour

46-51 Minutes = .8 of an hour

52-57 Minutes = .9 of an hour

58-60 Minutes = 1.0 full hour

For example, if an employee whose work schedule is 7:30 a.m. to 5:30 p.m. works until 5:48 p.m. they would record 9.3 hours for the day.

The parties agree that if the City makes any timekeeping system upgrades during the term of this MOU, if there are any meet and confer/consult obligations (either impacts or any decisions which may require meet and confer) the Association and/or the City agree to promptly meet and confer/consult if requested by the other party.

## **6. OVERTIME**

### **A. Earning Overtime**

Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work holidays, or in excess of the employee's regularly scheduled hours per day or more than 40 hours in a workweek. All paid leave shall be regarded as hours worked for purposes of computing entitlement to overtime.

### **B. Compensatory Time Off**

Employees working overtime shall receive either pay or compensatory time off (CTO). The decision as to whether an employee will receive pay or earn CTO will be made by the employee's Department Head or designee. Employees can accumulate up to 160 hours of CTO. Since CTO is earned at 1.5 hours for each hour of overtime worked, 160 hours of CTO equates to 106.66 hours of overtime worked. Once an employee has 160 hours of accumulated CTO, they cannot accumulate any additional CTO until their bank is below 160 hours and any overtime worked will be paid.

Employees will be cashed out of any accumulated CTO at their current regular rate of pay when they leave employment with the City or are promoted/move into a bargaining unit which does not have CTO for employees in the unit (e.g., a promotion to the Management and Professional Association).

An employee wishing to use their accumulated CTO must provide reasonable notice to their supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the employee's department. For purposes of this MOU, reasonable notice is defined as at least one calendar week. If an employee wishes to use CTO without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

## **7. COURT TIME, CALL BACK, AND STAND-BY**

### **A. Court Time**

An employee called into work from being off-duty to appear in court shall receive a minimum of four (4) hours at time and one-half. However, if the court appearance time is contiguous with an employee's shift (i.e., either directly before or after the employee's assigned shift) the

employee will be paid at least one hour at time and one-half or for the actual time spent in court, whichever is greater. An employee called to court while on duty will be paid for their actual hours worked and shall not receive any minimum payments as provided herein.

**B. Call Back**

An employee called back to work while off duty during hours which do not overlap their regular work hours shall receive a minimum of four (4) hours straight time pay. An employee called back for more than four (4) hours shall receive pay at the rate of time and one half for each hour worked in excess of four (4). However, if the hours when the employee is called back overlap their regular work hours, they shall receive their regular pay for those hours and only receive one and one half (1.5) times the regular rate of pay for the time which is not overlapping their regular work hours. Employees who are called back to work shall receive straight time for the first four hours worked on call back unless the employee's hours (by working the call back) exceed 40 hours in the defined workweek. If that occurs the employee shall receive overtime compensation for the hours above 40. If an employee is only required to communicate electronically and not report to work, they will be paid for their actual time worked if not de minimis, i.e., 1-3 minutes.

**C. Stand-by Pay**

Employees may be required to be on stand-by for many different reasons. Being on stand-by means that the employee is required to promptly return to work after being called, be fit for duty, and able to respond. Employees are not permitted to use a substance that will impact their ability to return to work while on stand-by.

Employees on stand-by shall receive a cell phone from the City and will be required to respond to the call or text message as quickly as possible. Upon responding, the employee will be instructed as to whether they are required to return to work and will be informed of the location to which they must respond. Response time will generally be the employee's normal commute time. Employees on stand-by shall receive three (3) hours of compensation at straight time for any period of stand-by for up to 14 hours in a day (e.g., an employee who works a 4/10 work schedule who is on stand-by for the other 14 off-duty hours in the day). If the stand-by period exceeds 14 hours in a 24-hour period, the employee shall be paid six (6) hours of stand-by pay for that 24-hour period.

**8. WORKING OR TRAINING OUTSIDE OF CLASSIFICATION**

Employees in the unit may either perform or train for work, which is not part of their regular classification. For this type of work, the parties agree to the provisions below to address those situations.



**A. Special Assignment Increase**

A special assignment increase may be granted to an employee provided that the employee is clearly performing specific duties above and beyond that required by their classification while not assigned or authorized to be filling a position out of classification. The Department Head or designee shall submit their recommendation and justification to the Director of Human Resources for approval. The Director of Human Resources will review the recommendation and determine whether it is warranted given the standards of this section.

An employee shall receive six percent (6%) above their hourly base salary for each hour assigned to the special assignment.

The parties agree that to the extent permitted by law, the compensation for Special Assignment Pay is special compensation for “classic member” employees as defined in Exhibit C to this MOU and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

**B. Training Assignment Increase**

When assigned to train a new employee, employees shall receive an assignment pay increase of six-percent (6%) above base pay applicable only to the hours worked in training the new employee. Once such training ends, the employee will no longer be entitled to receive it unless/until they begin to train another new employee. The Director of Human Resources may review any employee’s receipt of such training assignment pay at any time to determine if an employee’s receipt of it is still warranted. Communications Dispatchers shall receive training pay when training a Police Officer.

The parties agree that to the extent permitted by law, the compensation for Training Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Training Premium.

**C. Filling Position Out Of Classification (FPOC)**

As the result of departmental need and while so assigned, every regular employee assigned to and working in a classification with a salary range above the employee's regularly assigned position shall be paid at a step within the higher classification’s range that is at least five percent (5%) higher than the employee’s current base salary. When an employee is assigned and performs the duties of the higher classification, the employee shall be placed at the salary step that is at least five percent (5%) above the base pay rate of their regular classification, provided that no employee will be placed at a rate higher than the fifth step, nor lower than the first step of the salary range for the classification the employee is filling out of classification. Probationary employees are not eligible to fill a position out of classification.

To be eligible for compensation for filling a position out of classification, the employee has to meet the criteria for the higher classification and be capable of performing those specific tasks

which they will be performing during this acting time and which differentiates it from the lower classification.

An employee assigned to fill a position out of classification shall not acquire status or credit for service in the higher class and may be returned to their regular position at any time. An employee receiving FPOC pay shall not receive the higher salary when on leave for two weeks or longer.

1. Where an employee is assigned to fill a position out of classification with less than two weeks' notice, the FPOC can be approved (and the employee is then authorized to be paid) by an email where the Department Head approves it. The employee will not be required to perform the FPOC work until they receive written approval (in the form of an email from the Department Head) authorizing the work and pay.
2. Where the employee is assigned to fill a position out of classification with more than two weeks' notice (i.e., the FPOC work will be performed more than two weeks after the request is made) the process for approval requires that established departmental procedures are followed and authorization from the Department Head or designee is obtained. This requires the completion and approval of the necessary personnel forms (personnel action form and FPOC request form) submitted to Human Resources.

The parties agree that to the extent permitted by law, the compensation for FPOC is special compensation for "classic member" employees as defined in Exhibit C to this MOU and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

**D. Lead Traffic Control Officer Assignment Pay**

There will be four (4) Lead Traffic Control Officer assignments. Assignments to Lead Traffic Control Officer will be made from employees in the classification of Traffic Control Officer (TCO). When there is a Lead assignment opening to be filled, all TCO's will have an opportunity to submit a memo of interest in order to be considered for the Lead assignment. The work schedule of a Lead Traffic Control Officer will be as provided for in the article in this MOU on Work Schedules for a Traffic Control Officer.

The Lead Traffic Control Officer assignment will be for twenty-four (24) months t. Once assigned as a Lead Traffic Control Officer, the employee must wait at least twelve (12) months before reapplying for this assignment. If no Traffic Control Officer applies for the assignment, the Department has the discretion to extend the term of an employee in the assignment for another twenty-four (24) months.

Once chosen for this assignment, a Lead Traffic Control Officer can be removed at any time with or without cause.

A Traffic Control Officer assigned as a Lead shall receive assignment pay of ten percent (10%) of their assigned salary step on the Traffic Control Officer salary range while in the assignment. A Traffic Control Officer assigned as a Lead who is y-rated in a salary range that exceeds the Traffic Control Officer range will be paid 10% of Traffic Control Officer Step 5.

A Traffic Control Officer may not receive special assignment or training increase pay while assigned as a Lead Traffic Control Officer.

## **9. RECLASSIFICATIONS**

If an employee, believes that the duties and responsibilities of their position have changed and are no longer accurately described by the job description for the classification, they may discuss this with their Department Head. If the Department Head is in agreement, the Department Head may make a request for a reclassification to the Director of Human Resources if the employee has been in the position for at least nine months. The City can initiate a request for reclassification of a position at any time regardless of whether an employee in the position has been in the position for nine months. All requests for reclassification must be submitted to the Director of Human Resources no later than September 15 for implementation in the next fiscal year.

When a position in the unit is reclassified upward, the employee in the position shall be appointed to the reclassified position provided that the employee meets the qualifications established for the reclassified position. If the employee does not meet the minimum requirements of the reclassified position, the City will meet with Association and employee to evaluate all available options.

In the event an employee is reclassified or the position occupied by an employee is reclassified to a position assigned to a higher salary schedule, and the employee in such position is eligible for appointment to this position, they shall be placed at Step 1 of the new classification or at a salary step that is at least equal to five percent (5%) greater than the base pay rate in the previous classification, provided that no rate higher than the top step of the respective salary schedule shall be paid.

When a position in the unit is reclassified downward to a class having a lower salary or is determined by the Council to be excessively compensated, the salary of the employee in that position shall be "Y"-rated, which shall freeze the employee's salary at that amount received just prior to the reclassification. This action shall prevent salary advancement for such employee until the schedule for the reclassified position's classification provides a step which exceeds the salary paid to the employee. No reduction in salary rate shall result from "Y"-rating.

## **10. ADDITIONAL COMPENSATION**

No compensation adjustments authorized by this article shall become effective until an official transaction form authorizing the adjustment is approved by the Director of Human Resources.

**A. Shift Pay**

1. Definition of Shifts

- a. Day shift means any authorized work schedules assigned except swing or night shift as defined below.
- b. Swing shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each work day.
- c. Night shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each work day.

2. Shift Pay

- a. Employees assigned to a swing shift shall receive a shift differential of 3% of base salary.
- b. Employees assigned to a night shift shall receive a shift differential of 6%.
- c. In any given workweek, an employee may only receive a maximum of a 6% shift pay even if working both night shift (for at least two workdays) and/or swing shift.
- d. An employee assigned to a shift which qualifies as both a swing shift and a night shift (e.g., a shift from 8:00 p.m. to 5:30 a.m.) is considered a night shift in determining eligibility of shift pay.

The parties agree that to the extent permitted by law, the compensation for shift pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Shift Differential.

**B. Latent Print Examiner Pay**

Forensic Specialists and Senior Forensic Specialists who qualify as Certified Latent Print Examiners shall receive 5.5% of base salary per month. Proof of certification shall be filed with the Department of Human Resources.

The parties agree that to the extent permitted by law, the compensation for Latent Print Examiner Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Police Investigator Premium.

**C. Bilingual Pay**

The City shall pay 3% of base salary to employees who are certified as bilingual by the County of Los Angeles or other agencies approved by the City. The certification tests for written and oral proficiency in Spanish, Farsi, Korean, Russian, Japanese, Chinese, Tagalog, French, German, American Sign, Romanian or any other language designated by the City. The initial fees for any testing required to obtain certification shall be borne by the City. If the employee fails to obtain the certification, subsequent attempts will be paid for by the employee.

The parties agree that to the extent permitted by law, the compensation for Bilingual Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Bilingual Premium.

**D. Penal Code Section 832 Pay – Traffic Control Officers**

The City will authorize pay for ten (10) Traffic Control Officers certified to perform the duties associated with Penal Code section 832 who are assigned as set forth below. Those employees selected for this assignment shall obtain a P.C. 832 certificate.

In addition to their regular duties as Traffic Control Officers, employees selected for this assignment could be assigned to investigate criminal complaints and issue citations for violations of the Beverly Hills Municipal Code relating to food trucks, ice cream trucks, enforcement of handicap placards and valet operations. If there are additional Municipal Code violations that the Department wants employees in this assignment to enforce that are reasonably related to this assignment, the City will inform the Association. If the Association wants to discuss it with the City the parties will meet to discuss it. Traffic Control Officers selected for this assignment may also be assigned to perform duties associated with processing parking permits.

Compensation for employees selected to perform the duties of this assignment shall follow the provision of Article 8, Section A of this MOU – Special Assignment Increase which provides pay of six percent (6%) of hourly base salary.

This assignment is for one-year. Traffic control officers in this assignment will be given the opportunity to extend annually by participating in the selection process. The decision to extend will be at the discretion of the Chief of Police.

Employees selected for the P.C. 832 certification assignment will continue to participate in the seniority shift bid process without regard to their designation as P.C. 832 certified.

For each shift bid selection, the Police Department will identify the shifts on which one or more P.C. 832 certified TCO's are needed. If, following the employees' selection of their shifts, the selection does not provide the Department in its discretion with adequate coverage of P.C. 832 certified TCO's, the Department has the right to inform employees that they would need to choose one of the Department identified shifts (where P.C. 832 certification is needed). Such

employees would then have the choice to accept one of the Department identified shifts or keep their chosen shift but without their P.C. 832 assignment. If the employee chooses to not accept one of the Department identified shifts to keep their P.C. 832 assignment, the Department will choose another employee for the P.C. 832 assignment based on the shifts they have selected. If this occurs, the Department may solicit memoranda of interest from employees who have the P.C. 832 certification.

**E. Red Light Enforcement Assignment Pay**

Traffic Control Officers assigned to provide administrative support to the Photo Red Light Enforcement function in the Traffic Bureau shall receive special assignment pay of eight percent (8%) of hourly base salary.

**F. POST Public Safety Dispatcher Certification Pay**

Employees who earn a POST Public Safety Dispatcher Advanced Certification shall receive two percent (2%) of hourly base salary.

Employees who earn a POST Public Safety Dispatcher Supervisory Certification shall receive one percent (1%) of hourly base salary.

Employees who earn both a POST Public Safety Advanced and Supervisory Certificate shall receive three percent (3%) of hourly base salary.

The City will pay for an Advanced Certificate (not to exceed six (6) employees) and a Supervisory Certificate not to exceed four (4) employees). For the POST Dispatcher certifications, the term "employees" is referring to full-time equivalent employees.

Employees who had earned these certificates prior to October 7, 2023 will begin receiving this pay on October 7, 2023. Employees who earn these certificates (up to the maximum amounts described in the preceding paragraph) during the term of this MOU, will begin to receive the pay in the pay period after they provide proof to the City that they have earned the certificate.

**G. Fire Inspector Certification Pay**

Employees in the classification of Fire Inspector who earn the National Fire Protection Association Certification entitled Assessing Structure Ignition Potential shall receive two and three quarters' percent (2.75%) of hourly base salary. At any one time the City will pay for up to two (2) employees who have earned this certificate.

Employees in the classification of Fire Inspector who had earned this certificate prior to October 7, 2023 will begin receiving this pay on October 7, 2023. Employees in the classification of Fire Inspector who earn this certificate (with the City paying up to a maximum of two (2) employees at any one time) during the term of this MOU, will begin to receive the pay in the pay period after they provided proof to the City that they have earned the certificate.

## 11. UNIFORMS

The City shall furnish the initial uniforms and necessary equipment to each employee required to wear a uniform. It shall be the responsibility of each employee to maintain their uniform in good condition, consistent with the specifications listed in each Department's manual or procedure. The uniforms shall be the property of the City.

The initial uniform issuance shall include three (3) pair of trousers/slacks/skirts (or a combination of), four (4) shirts/blouses, a belt, a name plate and a sweater or jacket. Depending upon assignment, other issued equipment may include foul weather gear, a hat, a tie and tie bar, and a whistle and chain. The City shall replace uniform items or issued equipment which is no longer serviceable. The employee shall complete the Uniform Replacement and Equipment Purchase Form when requesting replacement of issued uniforms or equipment. The decision to replace items will be at the discretion of the individual's supervisor.

The classifications of Forensic Specialist and Senior Forensic Specialist shall receive an annual clothing allowance in the amount of \$600.00 per year per employee. The uniform allowance, shall be paid 1/26th of the annual amount each pay period. In years in which there are twenty-seven (27) pay periods, the employee shall not receive the uniform allowance payment for the 27<sup>th</sup> pay period.

The City may require certain classifications to wear a uniform shoe. The City supplies shoes for the classifications of Fire Inspector, Property Officer, and Traffic Control Officer. There is a \$140.00 maximum established for the purchase of shoes. Employees desiring more expensive shoes will be responsible for the purchase of their own shoes and will be reimbursed up to the maximum above upon submitting the receipt and the Uniform Replacement and Equipment Purchase Form. Other employees will be required to wear shoes appropriate to the uniform worn. Generally, these employees will be required to have black shoes.

The parties agree that to the extent permitted by law, the value of the uniforms provided in the previous paragraph is special compensation and shall be reported as such pursuant to Title 2, CCR Section 571(a)(5). The City will report as special compensation, the value of the uniforms for unit members who are "Classic Members" (as described in Exhibit C to this MOU) per the Public Employees' Pension Reform Act of 2013 employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 are not permitted to have the value of the uniforms reported as special compensation. If the City is permitted to do so in the future pursuant to a change in the law, it will do so.

## 12. HEALTH BENEFITS

### A. Cafeteria Plan and Benefits

#### 1. Cafeteria Plan and Benefits

The City will provide current employees with flexible benefits through a cafeteria plan as provided below.

Any language contained in this MOU which is also contained in the cafeteria plan documents is done so for the convenience of the parties. However, the parties agree that all of the provisions of the cafeteria plan documents (whether included in this MOU or not) are applicable and binding on the parties to this MOU.

The following insurance benefits are provided through the provision of a cafeteria plan adopted in accordance with the provisions of IRS Code § 125: medical, dental, and optical.

#### 2. The Purchase of Optional Benefits Through the Cafeteria Plan

Employees who are enrolled in health insurance coverage receive a monthly City contribution for the purchase of the optional medical, dental, and optical insurance benefits that is inclusive of the CalPERS statutory minimum. From adoption of the MOU through December 31, 2023, employees who are enrolled at the employee or employee + 1 level receive \$2,150.00 per month. Employees who are enrolled at the employee + family level receive \$2,350.00 per month.

Effective January 1 of each year of the MOU, the monthly City contribution for the purchase of the optional medical, dental, and optical insurance benefits that is inclusive of the CalPERS statutory minimum shall be as follows:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2024	TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2025	TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2026
Employee Only:	\$2,150	\$2,150	\$2,150
Employee Plus One Dependent:	\$2,200	\$2,250	\$2,300
Employee Plus Family:	\$2,450	\$2,550	\$2,650



3. The Receipt of Cash Through the Cafeteria Plan

Employees who opt out or who are enrolled in health insurance coverage at the employee only or employee + 1 level will be eligible to receive cash up to a maximum of \$475 per month (\$375 per month for employees enrolled in health insurance coverage at the employee + family level) (subject to taxation as wages) through the cafeteria plan if they either opt out of receiving one of the optional benefits provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they receive through the plan.

a. Medical Insurance

The City contracts with the Public Employees' Retirement System for medical insurance. Insurance coverage is effective the first day of the next month following the employee's hire date.

The City will contribute the PERS statutory minimum on behalf of each employee in the program.

Eligible employees may select any of the HMO or PPO medical insurance plans offered by CalPERS.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

For each of the plans, employees will also be able to choose the benefit for the employee, employee + 1, or employee + family. Covered employees are required to participate in CalPERS medical insurance under one of the available options. However, an employee may opt out of medical insurance if the employee is able to demonstrate to the City's satisfaction that they have minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California).

In order to opt out, an employee must sign an attestation that the employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"). An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the

City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

If at any time during the term of the MOU, the City is subject to penalties under the ACA, the parties agree to reopen negotiations on that provision of the cafeteria plan subjecting the City to such penalties for the limited purpose of making changes to ensure that such penalties are avoided.

b. Dental Insurance

Employees shall also have the ability to select from two levels of dental insurance from the City's dental insurance provider. The City reserves the right to change dental insurance providers if necessary. If it does, employees will be provided with similar benefits with the new provider. As with medical insurance, employees will have the options of: employee, employee + 1, or employee + family. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source.

c. Optical Insurance

Employees shall also have the ability to select from two levels of optical insurance from the City's optical insurance provider. The City reserves the right to change optical insurance providers if necessary. If it does, employees will be provided with similar benefits with the new provider. As with medical insurance, employees have the options of: employee, employee + 1, or employee + family. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source.

4. Employee Contributions for Benefit Options

If an employee chooses optional benefits whose aggregate cost exceeds the total City contributions to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee's bi-weekly payroll.

**B. Flexible Spending Accounts**

Employees have the opportunity to participate in both a health care and dependent care flexible spending account (each an FSA) whereby employees will be able to defer up to the maximum permitted by law for both the health care FSA and the dependent care FSA to pay for any eligible out of pocket expenses related to health care or dependent care on a pre-tax basis.

The provisions of both of these FSA's will be provided in a plan document. The plan document will be available to each eligible employee upon request. Before January 1 of every year, employees will be able to elect to have their compensation for the upcoming year deducted biweekly and contributed on a pre-tax basis to the FSA. During the year (and for a short grace period thereafter), an employee can receive reimbursements under the FSA for covered expenses incurred during the year, up to the amount of the employee's elected contributions for the year. The FSA deductions will be withheld from employees' regular payroll.

**C. Additional Benefits (Non-Cafeteria Plan benefits)**

1. City Provided Long Term Disability Insurance

The City provides disability insurance for each employee which provides two thirds (2/3) of monthly salary up to a maximum of up to \$8,000.00 per month, except as may be provided under the applicable plan document. This plan has a 30-day elimination period. Employees may use accrued leaves to supplement payments received by the disability insurance plan. However, the employee may not receive more than 100% of their regular wages.

2. City Provided Term Life Insurance

The City provides for each employee term life insurance. The policy shall be a \$75,000.

3. Supplemental Term Life Insurance

Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. Although employees may use cash wages they receive through the cafeteria plan (if applicable) to purchase supplemental term life insurance, they cannot defer cash wages they receive through the cafeteria plan directly into the purchase of supplemental term life insurance. It must be a deduction from their paycheck.

**13. RETIREE MEDICAL INSURANCE**

**A. Tier 1: Retirees hired before January 1, 2010**

1. For retirees (service retirement only) hired by the City prior to January 1, 2010, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums for single party coverage of the plan chosen, unless and until the following occur:
  - a. The retiree reaches age 65, or
  - b. The retiree becomes eligible for Medicare, or

- c. The retiree is, or becomes, eligible to be a participant in another employer-paid health plan or Veteran's Administration benefit.
2. For eligible retirees age 65 or above who take a service retirement on or after their 60<sup>th</sup> birthday, are not subsequently covered under CalPERS with another agency (with the exception of approved work as a retired annuitant), and have 20 or more years of full time service with the City of Beverly Hills prior to retirement, the City shall pay the statutory minimum directly to CalPERS for such employees toward medical insurance coverage under CalPERS.
3. Notwithstanding the above, the City will pay the statutory minimum for all retirees and their dependents participating in the CalPERS medical insurance program.
4. To the extent that any provisions of AB 410 (effective January 1, 2014) are contrary to those provided herein, the provisions of AB 410 shall apply.

**B. Tier 2: Retirees Who Were Hired On Or After January 1, 2010**

Employees hired by the City on or after January 1, 2010 who retire from the City will receive the CalPERS statutory minimum paid by the City.

In addition, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$250.00 per month (\$125.00 per pay period) for twenty-four (24) pay periods – (there will be no contribution in the third pay period of any month which has three pay periods) to a retirement health account on behalf of such employees.

Employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009 will receive retiree medical benefits as though they were a member of the bargaining unit prior to January 1, 2010 as addressed above.

**C. Provision Applicable to All Retirees**

Any retiree whose City contribution for retiree medical insurance is insufficient to cover the actual cost of such insurance for the retiree and their eligible dependents can purchase such insurance through CalPERS by paying the additional amount in excess of the City contributions.

**D. Alternative Retiree Medical Program (ARMP)**

Notwithstanding any provision above, employees in the unit who have previously voluntarily chosen to participate in the Alternative Retiree Medical Program (ARMP) will not receive retiree medical benefits from the City except for the CalPERS statutory minimum. Their choice of ARMP was made in lieu of receipt of the retiree medical benefit provided above.

## 14. CALPERS RETIREMENT BENEFITS

The City contracts with CalPERS for retirement benefits. The definitions of “new member” and “classic member” are set forth in Exhibit “C”.

### A. For “Classic Member” Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4.
2. Single Highest Year: The City's contract with CalPERS provides for the “Single Highest Year” retirement benefit for miscellaneous employees of which “classic member” employees are included per Government Code Section 20042. The retirement benefits are based on the highest annual compensation for the one year during the employee's membership in CalPERS.
3. Payment of Employee/Member Contribution: Classic Members pay their 8% Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

### B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula Unit members who are defined as “new members” under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).
2. Retirement Benefit Calculation Period For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a)
3. Payment of Employee/Member Contribution New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction.. The cost sharing provision below does not change this responsibility for paying one-half the normal cost, which is defined in the annual actuarial valuation report provided by CalPERS. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

In addition, new members will pay additional amount for their retirement contribution as cost sharing in accordance with Government Code section

20516(f). That amount will be the difference between half the normal cost amount and eight percent so that their total retirement contribution will be eight percent (8%). If the half the normal cost rate equals or exceeds eight (8%) employees will not be required to cost share.

**C. Optional Benefits For All Employees**

1. Military Buy-Back - The City's contract with CalPERS provides for the military buy-back option to a maximum of four (4) years buy-back time. The entire cost of this buy-back shall be borne by those employees taking advantage of this buy back option.
2. 1959 Survivor's Benefit - The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.
3. Pre-Retirement Option 2 Benefit - The City's contract with CalPERS provides the Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for employees.
4. Pre-Retirement Death Benefits - The City's contract with CalPERS provides the benefit known as the pre-retirement death benefits to continue after remarriage of survivor as set forth in Government Code section 21551.
5. Cost of Living Allowance - The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
6. Retired Death Benefit - The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
7. Prior Service - The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

**15. DEFERRED COMPENSATION**

**A. City Contribution to Deferred Compensation**

The City shall contribute \$100.00 per month per employee to a deferred compensation plan.

**B. Employee Contribution to Deferred Compensation**

In addition to the City's contribution to deferred compensation described in Section A, any employee may elect to contribute to their own deferred compensation account from their regular wages up to the maximum deferrals specified by law and/or plan rules. In accordance with the tax rules, any cash that an employee may receive through the cafeteria plan may not be deferred to the employee's accounts under the City's deferred compensation plans.

**C. Contribution of Sick Leave and Vacation to Deferred Compensation**

At the employee's option, sick leave and vacation that may otherwise be cashed out per the terms of this agreement may be contributed to their deferred compensation accounts. The contributed sick leave and vacation may only be used to fund contributions to the employee's deferred compensation 457, 401k and/or Health Savings Account of applicable value.

**D. Contribution of Sick Leave to Deferred Compensation "Catch-Up" Provision Option**

Employees may contribute accumulated sick leave to deferred compensation. Per IRS regulations, contributed sick leave may only be used to fund "catch-up" contributions to deferred compensation, therefore, an employee must first contribute the maximum to their respective deferred compensation account before they are permitted to use their sick leave to make "catch up" contributions.

The following restrictions apply to this program:

1. The employee must have a minimum of 15 years of service with the City of Beverly Hills.
2. The employee's sick leave balance cannot be reduced below 500 hours by the contribution.
3. Contribution amounts and deferral limits will be governed by IRS Code restrictions and the deferred compensation plan rules related to "catch-up" contributions.
4. An employee may only convert the amount of sick leave they would be eligible to receive if they separated from service at the time of the sick leave conversion to deferred compensation.

**16. HOLIDAYS**

**A. Holidays**

Employees shall be entitled to the following paid holidays if they were in paid status for the entire day the day before and the day after the holiday (i.e., either the employee worked, or was absent using paid leave for the entire day on such workdays). Employees shall receive ten (10) holidays, the hours of which will correspond to the schedule noted below:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19

Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day After Fourth Thursday in November
Christmas Day	December 25

Every employee whose regular work schedule is a 5/40, 9/80, 4/10, 3/12 and 3/12.5 schedule, Monday through Friday, will observe holidays as follows:

1. If the holiday falls Monday through Friday, one day off is granted on the day on which the holiday falls.
2. If the holiday falls Monday through Friday, and the employee is required to work, the employee is paid for the holiday, plus paid 1.5 times the regular rate for hours actually worked on the holiday, or allowed to accrue compensatory time off at 1.5 times the hours actually worked.
  - a. If the following holidays (January 1, June 19, July 4, November 11, and December 25) fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules the employee shall receive a floating holiday in lieu of the holiday. Floating holidays may be taken at each employee's discretion, subject to approval of the Department Head or designee. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. The parties encourage employees in the unit to use their floating holidays. Department Heads or designees will not act unreasonably in granting requests to use floating holidays. Employees may accrue up to five (5) floating holidays. If an employee has five (5) floating holidays on the books, they will not accrue a floating holiday per this paragraph unless they reduce the number of floating holidays by using floating holiday leave to reduce the number of floating holidays below five (5). Per Labor Code section 227.3, floating holiday hours cannot be cashed out if unused nor can these hours be cashed out upon movement to another bargaining group or at separation from City employment.

Employees whose work schedule is different from the Monday through Friday schedule shall receive holiday benefits in the following manner:



1. If the holiday falls on one of their work days, they shall be given that day off, if possible.
2. If the holiday falls on one of their days off, they shall be given one floating holiday or receive compensation for one additional day's pay.
3. If employee is required to work on the holiday, they shall be compensated at 1.5 times the hours worked in addition to their regular base compensation rate for the holiday.
4. Whether an employee shall be compensated with additional pay for holiday work or by a floating holiday shall be at the Department Head's discretion.

**B. Personal Holiday**

Unit employees shall be entitled to two (2) personal holidays each fiscal year. Employees hired between July 1 and December 31 shall be entitled to two personal holidays for use that fiscal year. Employees hired between January 1 and March 31 shall be credited with one personal holiday for use by June 30 of the same year. Employees hired between April 1 and June 30 will not be credited with any personal holidays until the following fiscal year.

Employees are encouraged to use personal holidays during the year they are earned. Employees may not have more than two personal holidays on the books at any time. If at the end of a fiscal year an employee still has personal holidays on the books, for the following fiscal year, the employee will receive only that amount of personal holidays that will bring the balance to two personal holidays, in accordance with California Labor Code Section 227.3.

Personal holidays cannot be cashed out. If an employee moves into another bargaining unit that has personal holiday, they will retain their personal holiday balance and continue to accrue additional hours per the terms of the respective MOU.

These holidays may be taken at the employee's discretion subject to the supervisor's and Department Head approval. Employees shall request the holiday in writing. Department Heads or designees will not act unreasonably in granting requests to use personal holidays.

For personal holidays, employees receive the number of hours that correspond with their regular work schedule (8 hours for 5/40, 9 hours for 9/80, 10 hours for 4/10, 12 hours for 3/12 and 12.5 hours for 3/12.5).

Notwithstanding the foregoing provisions of this article, each department shall require such employees as may be necessary for efficient operation to work on any holiday.

## 17. VACATION

### A. Authorization For Taking Vacation

Employees may request to use accumulated vacation subject to approval by the employee's Department Head.

An employee entitled to vacation shall make a written request to use vacation in the manner and within the time directed by the Department Head or designee. Every Department Head or designee shall establish a vacation schedule for each calendar year based on employee requests. Vacation schedules are subject to the Department Head's right to plan work under their control and will allow vacations when employees can be spared. They shall notify employees as soon as possible whether their request is approved, and if not, the employee may then request alternate vacation days.

### B. Vacation Allowances

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to employees at the rates indicated below:

<u>FIRST 4 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS THROUGH 14 YEARS OF SERVICE</u>	<u>AFTER 14 YEARS OF SERVICE</u>
3.08 Hours Bi-weekly 80 hrs/yr	4.62 Hours Bi-weekly 120 hrs/yr	6.15 Hours Bi-weekly 160 hrs/yr

### C. Accumulation

Employees who have completed fourteen years of service or less may not accumulate more than 480 hours of vacation at any time.

Employees with more than fourteen (14) years of service may not accumulate more than 520 hours of vacation at any time.

Employees who reach their maximum vacation accumulation will stop accruing vacation until their balance falls below their maximum vacation accumulation.

By December 15 of each year, employees may make an irrevocable election to cash-out up to eighty (80) hours which will be earned in the following calendar year, provided that at the time of the cash-out, the employee has minimum of 240 hours of accrued vacation leave.

The employee will be paid for the vacation hours (up to a maximum of eighty (80) hours) they irrevocably elected to cash-out on the first pay day in January of the following calendar year.

If an employee makes an irrevocable election to cash-out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year the employee has elected to cash-out vacation. This is to ensure that assuming an employee had a vacation balance prior to January 1, the vacation used will not result in a reduction in the amount of vacation the employee will be eligible to cash out.

In addition to the above, starting in calendar year 2024, an employee who has an “unforeseen emergency” (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to eighty (80) hours of their accrued vacation leave. These eighty (80) hours would be the same eighty (80) hours the employee elected to cash out, not an additional eighty (80) hours.

An employee changing classifications and moving into the Safety Support bargaining unit before December 15 of the current year, will be able to make an irrevocable election to participate in the vacation incentive cash out in the subsequent applicable cash out (provided they are eligible). As an example, an employee entering Safety Support on or before December 15, 2023 can make their irrevocable election to cash out vacation leave and have the potential to receive their first cash out in January 2025, provided they meet the eligibility requirements in 2024.

Additionally, the employee’s irrevocable election will be followed regardless of the bargaining unit the employee may be in at the time of the actual cash out. As an example, if a member belongs to Safety Support when the irrevocable election is made (December 15, 2023), but changes to another bargaining group in 2024, their irrevocable election made as a Safety Support member will be honored (based on eligibility) when cash out is made.

## **18. SICK LEAVE**

Except as is otherwise provided, employees shall accrue, use, and be compensated for sick leave as follows:

1. Accrual - Each employee shall accrue 96 hours of sick leave each completed year of employment. Employees shall accrue sick leave at the rate of approximately 3.69 hours for each complete biweekly period of employment. During years in which there are 27 pay dates, there will be no sick leave accrual on the 27<sup>th</sup> pay date. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.
2. Use of Sick Leave - Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, step-parent, spouse or registered domestic partner. Up to one half of the employee’s annual accrual

(48 hours), sick leave may also be used to care for a sibling, parent-in-law, grandchild, grandparent or “designated person”. A “designated person” is a person identified by the employee at the time they request sick leave. An employee may designate one person per 12-month period.

Once accumulated sick leave is exhausted, an employee cannot begin using other accrual types (i.e. vacation, floating holiday, compensatory time, etc.) without obtaining the pre-approvals necessary per the terms of each accrual.

3. Sick Leave Incentive - After completion of one full year of service, employees who use twenty five (25) hours or less of sick leave each payroll year (defined as the year that ends at the end of the last full pay period in December where the pay day is also in December) may receive cash payment for up to 25 hours of the accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Days not paid for or taken may be used in the future, or paid at separation in accordance with Article 24B Sick Leave Payoff.

If an employee wants to cash out sick leave (because they has used twenty-five (25) hours of sick leave or less), they must comply with the following: By December 15 of each year, employees may make an irrevocable election to cash-out up twenty-five (25) hours of sick leave which will be earned in the following calendar year. If the irrevocable election is not made, the employee will not have any of their sick leave cashed-out in January of the year after it was accrued.

An employee changing classifications and moving into the Safety Support bargaining unit before December 15 of the current year, will be able to make an irrevocable election to participate in the sick leave incentive cash out in the subsequent applicable cash out (provided they are eligible). As an example, an employee entering Safety Support on or before December 15, 2023 can make their irrevocable election to cash out sick leave and have the potential to receive their first cash out in January 2025, provided they meet the eligibility requirements in 2024.

Additionally, the employee’s irrevocable election will be followed regardless of the bargaining group the employee may be in at the time of the actual cash out. As an example, if a member belongs to the Safety Support unit when the irrevocable election is made (December 15, 2023), but changes to another bargaining group in 2024, their irrevocable election made as a Safety Support unit member will be honored (based on eligibility) when cash out is made.

## **19. BEREAVEMENT LEAVE**

Bereavement leave is an absence occasioned by the death of a family member, herein defined as a spouse, parent, grandchild, brother, sister, child, step-child, grandparent, in-law or registered domestic partner of the employee.

Up to a maximum of forty (40) hours of bereavement leave, per calendar year, (regardless of the number of family deaths) may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, they may use up to 40 hours of sick leave per calendar year.

Requests for bereavement leave shall be made in writing, when feasible, and shall be approved by the Department Head or designee and the Director of Human Resources or designee.

In addition to the above, if an employee (who has been with the City for at least thirty (30) days) exhausts their paid bereavement leave, they are entitled to use up to five (5) days of bereavement leave for the death of a family member as defined above. This leave must be used within three (3) months from the date of death. Although this is not City-paid leave, employees may use any paid vacation, accrued and available sick leave, or compensatory time that is otherwise available to the employee for this purpose.

## **20. INDUSTRIAL DISABILITY LEAVE**

### **A. Salary Continuance for Industrial Disability Leave**

All definitions contained in this article and the determination thereof, shall be as defined by the provisions of Division 4 of the California Labor Code, Sections 3201 *et. seq.*

In the event of an accepted work-related injury claim by an employee, the City shall pay the gross salary, less legally required deductions, to the injured employees for a period not to exceed fifteen (15) working days.

Employees covered under this program shall not receive a monetary amount greater than they would receive if they had been working under normal conditions.

Should an injured employee's period of absence exceed fifteen (15) working days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick, compensatory time off, and vacation, which when added to his temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Department.

An employee seeking these benefits may be required to be examined by City authorized physicians at the discretion of the Risk Management and the Director of Human Resources for the purpose of determining eligibility for this program.

**B. Benefits Continuation**

In the event an employee is on a leave without pay as a result of an industrial injury (meaning the employee is not using or does not have available accrued leaves to supplement TTD payments while on industrial leave), the City shall pay the CalPERS statutory minimum for that employee for the duration of the leave. Assuming the employee wants to be covered by medical, dental, and/or optical insurance, the employee shall receive the additional cafeteria plan contribution (up to the maximum amount provided above) amount for one month for each year of full service up to one year. If an employee chooses to opt out of insurance and receive cash as described above, they will be eligible to receive that cash for one month for each year of full service up to one year.

**21. MEDICAL DISABILITY SEPARATION**

In the event an employee in the classified service is physically/mentally incapacitated from performing their job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons. The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Personnel Rules and Regulations section governing separation.

Nothing in this article will preclude the employee from exercising their right under the Americans with Disabilities Act or any other appropriate law.

**22. JURY DUTY AND WITNESS LEAVE**

**A. Jury Duty**

1. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.
2. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including the night before if the employee finds out that they must report the next day.
3. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.

4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
5. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.
6. An employee who is called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of 10 hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure a 10 hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

**B. Witness Leave**

An employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a matter other than one to which the employee is a party and related to their employment, shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time off without pay to appear at a matter outside the scope of their employment in which the employee is a party. An employee who is participating in a judicial or quasi-judicial proceeding that is within the scope of their employment shall be paid as part of work hours.

**23. LEAVE WITHOUT PAY**

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's Department Head or designee and shall be used only if all appropriate accumulated leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any health benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department.

## **24. LEAVE PAY-OFFS AND LAYOFF PAY UPON SEPARATION FROM CITY SERVICE**

### **A. Vacation Pay-Off**

Employees who separate from City service shall be paid for accumulated vacation. If, at the time of separation, the employee owes the City money, the vacation accumulated pay-off will be reduced by the amount owed.

### **B. Sick Leave Pay-Off**

All accumulated sick leave at the date of separation from City service shall be the basis for determining the amount to be paid to each employee who qualifies to receive sick leave pay-off.

Only employees who have ten (10) or more continuous years of City service shall be eligible for sick leave pay-off upon separation from employment with the City. Employees with less than ten years of continuous service shall not be eligible to receive any pay-off for unused sick leave.

Employees with at least ten (10) but less than twenty (20) years of continuous service shall be eligible to receive payment for accumulated sick leave at the rate of three percent (3%) per full year of service. For employees with twenty (20) or more years of continuous service, the rate for accumulated sick leave is four percent (4%). However, the maximum rate of sick leave payoff shall not exceed 100%. Sick leave shall be calculated at the rate of pay, including all bonuses, received by the employee at the time of their separation. For example, an employee with eighteen (18) full years of continuous City service at the time of separation would receive a pay-off for fifty-four percent (54%) of their accumulated sick leave.

### **C. Pay For Employees Subject to Layoff**

In addition to the layoff provision of the Personnel Rules, any employee who is laid off shall receive one day of their current salary, for each year of service with the City, up to a maximum of ten (10) days of salary.

## **25. EDUCATION REIMBURSEMENT**

In accordance with the requirements of Administrative Regulation, Number HR.06, an employee can be reimbursed for attending an accredited college or university for the purpose of pursuing a degree or enhancing their promotional opportunities. Since eligibility requirements are set forth in the policy and require advance approval from a supervisor, Department Head and Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

## **26. ASSOCIATION TIME OFF**

The Association shall have a maximum of 10 hours per month available for use in conducting Association business. In the event the entire 10 hours is not used in one month, the remaining



hours (and any additional hours previously carried over which have not been used) can be carried over to the next month. Employees must track their use of the 10 hours in the City's timekeeping system by using appropriate payroll codes so that the City's payroll staff can keep accurate, ongoing records of the amount of leave used for the year at any time.

## **27. DUES DEDUCTION**

The City will deduct dues and assessments once each pay period, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the Safety Support President, from the pay of those employees who individually provide written authorization for dues and other such deductions. The total of all such deductions shall be remitted by the City to the Association. This authorization shall remain in full force and effect until and so long as the Association remains a formally recognized employee organization in the City. It is the responsibility of the Association to advise the City of new employees who authorize dues deductions. Such deductions will be made on a prospective basis.

## **28. GRIEVANCE PROCEDURE**

The City and the Association recognize that disputes related to this MOU will occur from time to time. It is both parties' intent and desire that any such disputes be resolved quickly and amicably. However, the parties recognize that occasionally disputes will need to be resolved by a neutral. It is for that reason that the parties agree to the following provisions of their grievance procedure.

### **A. Definition of a Grievance**

An allegation by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this MOU or any past practice.

### **B. Timeliness of a Grievance**

All grievances must be filed within sixty (60) calendar days of the occurrence giving rise to the grievance or the time within which the grievant (either the employee or Association) knew or should have known of the occurrence.

### **C. Grievance Procedure**

The parties acknowledge that a grievance procedure is beneficial to resolve MOU disputes.

1. Step 1 – If either an employee or Association is the grievant – Communication with the Human Resources Department: The Grievant shall inform the Director of Human Resources in writing of the alleged violation, misinterpretation, or misapplication. The Director of Human Resources shall either promptly schedule a meeting with the designated employee or the Association representative to discuss the grievance or may respond in writing within fifteen (15) calendar days.

If a meeting is scheduled, the Director of Human Resources shall present their determination in writing within fifteen (15) calendar days of the meeting. The response will be sent by e-mail to the designated employee or Association representative.

2. Step 2 –Advisory Arbitration - If the grievant is not satisfied with the results of Step 1 (or the Director of Human Resources does not respond within the time limits for a response), the employee or Association may move the grievance to advisory arbitration. To do so, the employee or Association must present, in writing, to the Director of Human Resources a document setting forth the alleged violation, misinterpretation, or misapplication of the terms of this MOU and requesting that the grievance be submitted to advisory arbitration. This document must be presented within fifteen (15) calendar days of the date the Step 1 response.
3. Once received, the Director of Human Resources shall promptly send a letter to the grievant (either the employee or Association) advising the grievant as to who the City's representative will be. The Director of Human Resources or designee will also send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators within fourteen (14) calendar days. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing. Nothing herein precludes the parties from mutually agreeing upon an arbitrator.
4. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator, a court reporter (if the parties agree on the use of a court reporter) shall be split between the City and the grievant. If the employee is pursuing a grievance without the support of the Association, the employee shall be responsible for one-half of the costs of the arbitration.
5. Once the arbitrator issues their advisory recommendation, it will be submitted to the City Manager.
6. The arbitrator shall provide copies of their recommendation to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, Association (or the employee is proceeding on their own) and the applicable Department Head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Department and the grievant. If the City Manager fails to accept, reject or modify the arbitrator's opinion and award

within thirty five (35) calendar days of receipt by the City Manager, it shall be considered accepted.

7. The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statements (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

## **29. DISCIPLINE**

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline (defined as termination, demotion, suspension, and reduction in pay) if the City can support its position by a preponderance of the evidence. Written reprimands, counseling memos and written warnings are not subject to this process. Although employees may be subject to such action, there is no right of appeal from such action. However, an employee may submit written comments thereon which shall be attached to the counseling (or other such document) in the employee's personnel file.

### **A. Pre-Action Due Process**

Prior to being subject to any discipline that results in the loss of pay an employee will first be served with a notice of intent to discipline by their manager or Department Head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of their right to respond to the proposed discipline either in writing or orally at a meeting. The employee will be provided with 15 calendar days' notice to contact the Department Head to schedule a meeting if desired. If the employee does not respond within the time limits, the discipline will be imposed.

If the employee chooses to respond in writing, they must ensure their response is received by the representative who issued the notice of intent to discipline within fifteen (15) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, they must call or write the City representative who issued the notice of intent to discipline within fifteen (15) calendar days of receiving the notice of intent to discipline informing the representative that they wish to have an oral response. The City representative and the employee will agree upon a date when the meeting (known as a *Skelly* meeting) will take place. The meeting shall occur within fifteen (15) days of the request for a meeting, unless otherwise agreed by the parties.

At the *Skelly* meeting (assuming the employee wants to respond orally) the employee has the right to be represented. The *Skelly* meeting is not a hearing. It is an opportunity for the employee and/or their representative to respond to the notice of intent to discipline. The employee may be represented at the *Skelly* meeting by one on-duty Association representative as well as by an attorney if they choose. Under no circumstances may the employee be represented by more than one Association member at the *Skelly* meeting.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still discipline imposed which is covered by this procedure, the City representative shall issue a Notice of Discipline. Like the notice of intent, the Notice of Discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The Notice of Discipline will also set forth the employee's appeal rights advising the employee that if they wish to appeal the discipline, they must do so in writing by serving a Notice of Appeal to the Director of Human Resources within fifteen (15) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

## **B. Disciplinary Appeals**

If an employee desires to appeal a disciplinary action, they (or the representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the Notice of Appeal for the purpose of determining whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine their availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Director of Human Resources or designee will send a letter to the Public Employment Relations Board (PERB) requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

During the hearing the formal rules of evidence do not apply. The cost of the list of arbitrators and the arbitrator him/herself, shall be split between the City and the Association unless Association is not financially supporting the appeal by providing representation for the employee. Once the arbitrator issues their advisory recommendation they will submit it to the City Manager as well as both parties' representatives.

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, both parties'

representatives may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties.

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the Department Head. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statement (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.5.

**30. MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of this MOU, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the law and the Constitution of the State of California and/or the United States of America.

**FOR THE BEVERLY HILLS SAFETY SUPPORT ASSOCIATION**

*Aylin Matavousian*  
\_\_\_\_\_  
Aylin Matavousian  
BHSSPA President

February 26, 2024 | 14:43 PST  
\_\_\_\_\_  
Date

*Julio Penado*  
\_\_\_\_\_  
Julio Penado  
BHSSPA Vice President

February 27, 2024 | 11:23 PST  
\_\_\_\_\_  
Date

*James Fagen*  
\_\_\_\_\_  
James Fagen

February 28, 2024 | 08:14 PST  
\_\_\_\_\_  
Date

**FOR THE CITY OF BEVERLY HILLS**

*Shelley Ovrom*  
\_\_\_\_\_  
Shelley Ovrom

February 28, 2024 | 09:31 PST  
\_\_\_\_\_  
Date

*Kirsten Rowe*  
\_\_\_\_\_  
Kirsten Rowe

February 28, 2024 | 09:23 PST  
\_\_\_\_\_  
Date

*Tatiana Szerwinski*  
\_\_\_\_\_  
Tatiana Szerwinski

March 6, 2024 | 13:38 PST  
\_\_\_\_\_  
Date

*Peter Brown*  
\_\_\_\_\_  
Peter Brown

February 28, 2024 | 10:08 PST  
\_\_\_\_\_  
Date

City Council Approved: December 5, 2023

**EXHIBIT "A"**

**LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION**

- Administrative Assistant
- Administrative Clerk I
- Administrative Clerk II
- Civilian Investigator
- Civilian Rangemaster
- Communications Dispatcher
- Communications Supervisor
- Community Service Officer
- Deputy Fire Marshal
- Fire Inspector
- Forensic Specialist
- Jail Supervisor
- Parking Enforcement Dispatcher
- Plan Check Inspector
- Police Digital Media Technician
- Police Services Assistant
- Police Services Specialist
- Property Officer
- Records Specialist
- Records Supervisor
- Senior Forensic Specialist
- Senior Police Services Specialist
- Senior Records Specialist
- Traffic Control Officer

**EXHIBIT "B"****SALARY SCHEDULES****SAFETY SUPPORT ASSOCIATION SALARY SCHEDULE**

Effective 10/07/2023

<b>Class Code</b>	<b>Classification Title</b>	<b>Salary Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6172	Administrative Assistant SS	800-W-35	\$5,419.68	\$5,698.14	\$5,991.94	\$6,301.95	\$6,628.89
6174	Administrative Clerk I SS	800-W-07	\$4,188.58	\$4,399.34	\$4,621.75	\$4,856.26	\$5,103.77
6170	Administrative Clerk II SS	800-W-19	\$4,674.64	\$4,912.05	\$5,162.56	\$5,426.97	\$5,705.80
3119	Civilian Investigator	800-W-79	\$8,200.96	\$8,632.38	\$9,087.59	\$9,567.77	\$10,074.33
3120	Civilian Rangemaster	800-W-52	\$6,352.86	\$6,682.74	\$7,030.65	\$7,397.78	\$7,784.96
3030	Communications Dispatcher	800-W-50	\$6,234.68	\$6,558.04	\$6,899.14	\$7,259.01	\$7,638.62
3035	Communications Supervisor	800-W-70	\$7,529.09	\$7,923.62	\$8,339.76	\$8,778.80	\$9,242.05
3072	Community Service Officer	800-W-45	\$5,949.43	\$6,257.10	\$6,581.67	\$6,924.00	\$7,285.18
3055	Deputy Fire Marshal	800-W-99	\$9,895.32	\$10,419.49	\$10,972.45	\$11,555.89	\$12,171.36
3060	Fire Inspector	800-W-64	\$7,113.37	\$7,485.00	\$7,877.04	\$8,290.72	\$8,727.00
3105	Forensic Specialist	800-W-60	\$6,849.74	\$7,206.87	\$7,583.63	\$7,981.15	\$8,400.39
3005	Jail Supervisor	800-W-61	\$6,914.70	\$7,275.35	\$7,655.94	\$8,057.31	\$8,480.90
3095	Parking Enforcement Dispatcher	800-W-19	\$4,674.64	\$4,912.05	\$5,162.56	\$5,426.97	\$5,705.80
3050	Plan Check Inspector	800-W-87	\$8,850.77	\$9,316.59	\$9,808.08	\$10,326.60	\$10,873.60
3140	Police Digital Media Technician	800-W-60	\$6,849.74	\$7,206.87	\$7,583.63	\$7,981.15	\$8,400.39
3111	Police Services Assistant	800-W-19	\$4,674.64	\$4,912.05	\$5,162.56	\$5,426.97	\$5,705.80
3112	Police Services Specialist	800-W-38	\$5,573.11	\$5,860.12	\$6,162.74	\$6,482.00	\$6,818.97
3040	Property Officer	800-W-36	\$5,470.31	\$5,751.59	\$6,048.29	\$6,361.47	\$6,691.70
3020	Records Specialist	800-W-21	\$4,761.39	\$5,003.54	\$5,259.19	\$5,528.85	\$5,813.34
3010	Records Supervisor	800-W-46	\$6,005.42	\$6,316.14	\$6,643.86	\$6,989.65	\$7,354.44
3100	Senior Forensic Specialist	800-W-79	\$8,200.96	\$8,632.38	\$9,087.59	\$9,567.77	\$10,074.33
3113	Senior Police Services Specialist	800-W-48	\$6,119.03	\$6,435.89	\$6,770.26	\$7,122.93	\$7,495.13
3015	Senior Records Specialist	800-W-31	\$5,222.21	\$5,489.81	\$5,772.12	\$6,069.94	\$6,384.14
3070	Traffic Control Officer	800-W-45	\$5,949.43	\$6,257.10	\$6,581.67	\$6,924.00	\$7,285.18



**SAFETY SUPPORT ASSOCIATION SALARY SCHEDULE**

Effective 9/21/2024

<b>Class Code</b>	<b>Classification Title</b>	<b>Salary Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6172	Administrative Assistant SS	800-W-35	\$5,663.57	\$5,954.56	\$6,261.57	\$6,585.54	\$6,927.19
6174	Administrative Clerk I SS	800-W-07	\$4,377.06	\$4,597.32	\$4,829.73	\$5,074.79	\$5,333.44
6170	Administrative Clerk II SS	800-W-19	\$4,885.00	\$5,133.10	\$5,394.88	\$5,671.19	\$5,962.56
3119	Civilian Investigator	800-W-79	\$8,570.01	\$9,020.83	\$9,496.53	\$9,998.31	\$10,527.68
3120	Civilian Rangemaster	800-W-52	\$6,638.74	\$6,983.46	\$7,347.03	\$7,730.68	\$8,135.29
3030	Communications Dispatcher	800-W-50	\$6,515.24	\$6,853.15	\$7,209.61	\$7,585.67	\$7,982.36
3035	Communications Supervisor	800-W-70	\$7,867.90	\$8,280.18	\$8,715.05	\$9,173.84	\$9,657.94
3072	Community Service Officer	800-W-45	\$6,217.15	\$6,538.67	\$6,877.84	\$7,235.58	\$7,613.01
3055	Deputy Fire Marshal	800-W-99	\$10,340.61	\$10,888.37	\$11,466.21	\$12,075.90	\$12,719.07
3060	Fire Inspector	800-W-64	\$7,433.47	\$7,821.82	\$8,231.50	\$8,663.80	\$9,119.71
3105	Forensic Specialist	800-W-60	\$7,157.98	\$7,531.18	\$7,924.90	\$8,340.30	\$8,778.40
3005	Jail Supervisor	800-W-61	\$7,225.86	\$7,602.74	\$8,000.45	\$8,419.89	\$8,862.54
3095	Parking Enforcement Dispatcher	800-W-19	\$4,885.00	\$5,133.10	\$5,394.88	\$5,671.19	\$5,962.56
3050	Plan Check Inspector	800-W-87	\$9,249.05	\$9,735.84	\$10,249.44	\$10,791.30	\$11,362.92
3140	Police Digital Media Technician	800-W-60	\$7,157.98	\$7,531.18	\$7,924.90	\$8,340.30	\$8,778.40
3111	Police Services Assistant	800-W-19	\$4,885.00	\$5,133.10	\$5,394.88	\$5,671.19	\$5,962.56
3112	Police Services Specialist	800-W-38	\$5,823.90	\$6,123.82	\$6,440.06	\$6,773.69	\$7,125.82
3040	Property Officer	800-W-36	\$5,716.48	\$6,010.41	\$6,320.46	\$6,647.73	\$6,992.83
3020	Records Specialist	800-W-21	\$4,975.65	\$5,228.70	\$5,495.85	\$5,777.65	\$6,074.94
3010	Records Supervisor	800-W-46	\$6,275.67	\$6,600.37	\$6,942.84	\$7,304.19	\$7,685.39
3100	Senior Forensic Specialist	800-W-79	\$8,570.01	\$9,020.83	\$9,496.53	\$9,998.31	\$10,527.68
3113	Senior Police Services Specialist	800-W-48	\$6,394.39	\$6,725.51	\$7,074.92	\$7,443.46	\$7,832.41
3015	Senior Records Specialist	800-W-31	\$5,457.21	\$5,736.85	\$6,031.87	\$6,343.08	\$6,671.43
3070	Traffic Control Officer	800-W-45	\$6,217.15	\$6,538.67	\$6,877.84	\$7,235.58	\$7,613.01

**SAFETY SUPPORT ASSOCIATION SALARY SCHEDULE**

Effective 9/20/2025

<b>Class Code</b>	<b>Classification Title</b>	<b>Salary Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
6172	Administrative Assistant SS	800-W-35	\$5,918.43	\$6,222.52	\$6,543.35	\$6,881.89	\$7,238.92
6174	Administrative Clerk I SS	800-W-07	\$4,574.03	\$4,804.19	\$5,047.07	\$5,303.15	\$5,573.44
6170	Administrative Clerk II SS	800-W-19	\$5,104.83	\$5,364.08	\$5,637.64	\$5,926.39	\$6,230.87
3119	Civilian Investigator	800-W-79	\$8,955.66	\$9,426.77	\$9,923.87	\$10,448.24	\$11,001.42
3120	Civilian Rangemaster	800-W-52	\$6,937.48	\$7,297.72	\$7,677.65	\$8,078.56	\$8,501.37
3030	Communications Dispatcher	800-W-50	\$6,808.42	\$7,161.55	\$7,534.04	\$7,927.02	\$8,341.57
3035	Communications Supervisor	800-W-70	\$8,221.96	\$8,652.79	\$9,107.23	\$9,586.67	\$10,092.55
3072	Community Service Officer	800-W-45	\$6,496.93	\$6,832.91	\$7,187.35	\$7,561.18	\$7,955.60
3055	Deputy Fire Marshal	800-W-99	\$10,805.94	\$11,378.35	\$11,982.19	\$12,619.32	\$13,291.43
3060	Fire Inspector	800-W-64	\$7,767.98	\$8,173.81	\$8,601.92	\$9,053.67	\$9,530.10
3105	Forensic Specialist	800-W-60	\$7,480.09	\$7,870.08	\$8,281.52	\$8,715.61	\$9,173.43
3005	Jail Supervisor	800-W-61	\$7,551.02	\$7,944.86	\$8,360.48	\$8,798.78	\$9,261.36
3095	Parking Enforcement Dispatcher	800-W-19	\$5,104.83	\$5,364.08	\$5,637.64	\$5,926.39	\$6,230.87
3050	Plan Check Inspector	800-W-87	\$9,665.26	\$10,173.95	\$10,710.66	\$11,276.90	\$11,874.25
3140	Police Digital Media Technician	800-W-60	\$7,480.09	\$7,870.08	\$8,281.52	\$8,715.61	\$9,173.43
3111	Police Services Assistant	800-W-19	\$5,104.83	\$5,364.08	\$5,637.64	\$5,926.39	\$6,230.87
3112	Police Services Specialist	800-W-38	\$6,085.98	\$6,399.40	\$6,729.86	\$7,078.50	\$7,446.48
3040	Property Officer	800-W-36	\$5,973.72	\$6,280.88	\$6,604.88	\$6,946.88	\$7,307.51
3020	Records Specialist	800-W-21	\$5,199.55	\$5,463.99	\$5,743.16	\$6,037.64	\$6,348.31
3010	Records Supervisor	800-W-46	\$6,558.07	\$6,897.39	\$7,255.27	\$7,632.88	\$8,031.23
3100	Senior Forensic Specialist	800-W-79	\$8,955.66	\$9,426.77	\$9,923.87	\$10,448.24	\$11,001.42
3113	Senior Police Services Specialist	800-W-48	\$6,682.13	\$7,028.15	\$7,393.30	\$7,778.41	\$8,184.87
3015	Senior Records Specialist	800-W-31	\$5,702.78	\$5,995.01	\$6,303.30	\$6,628.52	\$6,971.64
3070	Traffic Control Officer	800-W-45	\$6,496.93	\$6,832.91	\$7,187.35	\$7,561.18	\$7,955.60

## EXHIBIT "C"

### DEFINITIONS OF "NEW MEMBER" AND "CLASSIC MEMBER" PER THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 – PEPRA

The parties acknowledge that the PEPRA controls over definitions such as "new member" and "classic member" and put their understanding of the definitions in their MOU for informational purposes so that employees understand their retirement benefits.

#### **New Member**

Government Code section 7522.04(f) defines "new member" as follows:

- (f) "New member" means any of the following:
- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
  - (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
  - (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

#### **Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member.

**Certificate Of Completion**

Envelope Id: BA3CB7E3D4E048D2B828B446921A014C	Status: Completed
Subject: Complete with DocuSign: Safety Support MOU (Oct 7, 2023 - Oct 2, 2026).pdf	
Source Envelope:	
Document Pages: 51	Signatures: 7
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Marco Bernocchi
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 N. Rexford Drive
	Beverly Hills, CA 90210
	mbernocchi@beverlyhills.org
	IP Address: 198.245.189.166

**Record Tracking**

Status: Original	Holder: Marco Bernocchi	Location: DocuSign
1/12/2024 4:39:20 PM	mbernocchi@beverlyhills.org	

**Signer Events**

Signature	Timestamp
<p>Aylin Matavousian amatavousian@beverlyhills.org Security Level: Email, Account Authentication (None)</p> <p><i>Aylin Matavousian</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.112.15.127 Signed using mobile</p>	<p>Sent: 1/12/2024 4:43:51 PM Resent: 2/26/2024 1:29:30 PM Viewed: 2/26/2024 2:42:47 PM Signed: 2/26/2024 2:43:15 PM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>James Fagen james@cityemployees.net Security Level: Email, Account Authentication (None)</p> <p><i>James Fagen</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.56.120.38</p>	<p>Sent: 1/12/2024 4:43:52 PM Resent: 2/26/2024 1:29:31 PM Viewed: 2/28/2024 8:14:10 AM Signed: 2/28/2024 8:14:25 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Julio Penado jpenado@beverlyhills.org Security Level: Email, Account Authentication (None)</p> <p><i>Julio Penado</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 172.89.184.51 Signed using mobile</p>	<p>Sent: 1/12/2024 4:43:52 PM Resent: 2/26/2024 1:29:32 PM Viewed: 2/26/2024 1:52:39 PM Signed: 2/27/2024 11:23:29 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Kirsten Rowe krowe@beverlyhills.org Asst Director of Human Resources City of Beverly Hills Security Level: Email, Account Authentication (None)</p> <p><i>Kirsten Rowe</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166</p>	<p>Sent: 2/28/2024 8:14:29 AM Viewed: 2/28/2024 9:23:11 AM Signed: 2/28/2024 9:23:20 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Peter Brown pbrown@lcwlegal.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 222.152.86.100 Signed using mobile	Sent: 2/28/2024 8:14:29 AM Viewed: 2/28/2024 10:08:27 AM Signed: 2/28/2024 10:08:41 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shelley Ovrom sovrom@beverlyhills.org Director of Human Resources Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 47.232.168.15	Sent: 2/28/2024 8:14:29 AM Viewed: 2/28/2024 9:31:14 AM Signed: 2/28/2024 9:31:21 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tatiana Szerwinski tszerwinski@beverlyhills.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	Sent: 2/28/2024 8:14:29 AM Resent: 2/29/2024 11:41:00 AM Resent: 3/1/2024 12:09:28 PM Resent: 3/1/2024 12:25:40 PM Resent: 3/4/2024 4:18:36 PM Resent: 3/6/2024 1:24:46 PM Viewed: 3/6/2024 1:38:35 PM Signed: 3/6/2024 1:38:50 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/12/2024 4:43:52 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:31 PM
Envelope Updated	Security Checked	1/12/2024 4:48:32 PM
Envelope Updated	Security Checked	1/12/2024 4:48:32 PM
Envelope Updated	Security Checked	1/12/2024 4:48:32 PM
Certified Delivered	Security Checked	3/6/2024 1:38:35 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Signing Complete	Security Checked	3/6/2024 1:38:50 PM
Completed	Security Checked	3/6/2024 1:38:50 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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