

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

THE BEVERLY HILLS

CONFIDENTIAL EMPLOYEES ASSOCIATION

OCTOBER 7, 2023 – OCTOBER 2, 2026

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**CONFIDENTIAL EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

CHAPTER 1 - INTRODUCTION

The Beverly Hills Confidential Employees Association, a formally recognized employee organization, representing all its members within the Confidential Unit 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 (hereinafter referred to as either agreement or MOU) on matters within the scope of representation. The parties agree that all bargaining unit members are confidential employees under the law and applicable City Council resolution.

ARTICLE 1: INTEGRATION

This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code § 3505.1 and supersedes all prior written and verbal agreements between the parties hereto. The word "day" in this agreement refers to calendar days unless specifically designated as working days.

ARTICLE 2: RECOGNITION CLAUSE

The Association represents all employees in the City of Beverly Hills designated as Confidential. A list of all of the classifications represented by the Association is attached to this MOU as Exhibit A.

ARTICLE 3: TERM

This MOU shall be effective October 7, 2023 and shall expire on October 2, 2026.

Although employees in the unit are disaster service workers and subject to being called to work at any time, employees in the unit are not required to be on standby. If, during the term of this MOU, the City identifies a need to place employees in the unit on standby, the parties agree to meet and confer over the subject of standby, including standby pay.

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).

CHAPTER 2 - COMPENSATION

ARTICLE 4: SALARY

Effective October 7, 2023, employees will receive a base salary increase of four and one half percent (4.50%).

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".

ARTICLE 5: 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. The City will then provide the employee with documentation reflecting the overpayment. 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, and the amount of the overpayment, 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. If there is not an agreement that the employee has been overpaid and the amount of the overpayment, this paragraph shall not apply.

ARTICLE 6: APPOINTMENT AND ADVANCEMENT

A. Probationary Period, Step Placement, and Advancement

1. Probationary Period: The probationary period for all positions in the bargaining unit shall be one year.
2. Employee Placement and Advancement: Employees will be appointed into a position that is on the salary schedule with a prescribed range. Normally, employees shall be appointed in the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:
 - a. For employees starting at Steps 1 through 4 of the salary range: After one (1) year of satisfactory service and each year annually thereafter, 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. 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. Employment At Other Than The First Step

Every employment shall be at the first step of the schedule prescribed for the classification unless, upon the recommendation of the Director of Human Resources, the City Manager authorizes hiring at a higher step. Such authorization shall be kept to a minimum and based upon proven inability to recruit at the first step, or upon ascertained special talent and ability of the prospective employee.

C. Application Of Salary Steps To Reclassifications And Promotions

When a position in the unit is reclassified upward to a class having a higher salary, the employee in the position shall be appointed to the reclassified position, providing that the employee meets the qualifications established for the reclassified position.

In the event an employee is promoted or reclassified upward, the employee shall be placed at the lowest step of the new classification that provides the employee at least five percent (5%) more than the base pay rate the employee was receiving prior to being promoted. In no event shall the promoted employee be placed 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.

When a position is reclassified downward to a class having a lower salary or is determined by the Council to be excessively compensated, the employee in that position can be appointed to the reclassified position and the salary of the incumbent shall be "Y"-rated, which shall freeze the employee's salary and prevent salary advancement for such position until the schedule for the reclassified position's classification provides a step which exceeds the salary paid to the incumbent. No reduction of salary rate shall result from "Y"-rating.

Benefits and leave rights shall be available to all employees on probation as a result of accepting a promotion, if such employee has completed their initial probation or at least twelve (12) months of probationary service in City service.

D. Special Merit Step Advancement

The City Manager may, upon the recommendation of the Department Head and the Director of Human Resources, authorize the advancement of an employee to any of the four (4) steps earlier than the employee would normally be eligible for length of service merit step advancement. 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. A special merit step advancement shall affect the anniversary date of an employee causing it to change to the effective date of the special increase.

E. Special Assignment Increase

A special assignment increase may be granted (upon approval of the Director of Human Resources) to an employee by an Department Head 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 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. The increase shall be 6% above the base salary paid to the employee. Annually a review by the Director of Human Resources of the special assignment shall be made to determine if it is still warranted.

F. Part-Time Employment

Part-time appointment (defined as any appointment of less than a 40 hour full time assignment) to a position in any authorized classification shall be made at the first step of the appropriate salary schedule. In the event an appointment is made at other than Step I, the procedure relative to regular appointments shall be followed. Part-time employees shall receive a prorated share of benefits based upon the regularly assigned work hours; said hours to be determined at the time of appointment.

G. 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 of the highest paid subordinate.

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 by this section shall be eliminated.

H. Filling Position Out Of Classification (FPOC)

As the result of departmental need and while so assigned, every regular employee temporarily assigned to and working in a classification with a salary range above the employee's regularly assigned position shall be paid FPOC pay at a step within higher classification's range after serving eighty (80) hours in any calendar year in the higher classification. When an employee meets these requirements, the employee shall receive the higher of (a) 5% above the pay rate of their regular classification or (b) the first step of the salary schedule for the higher classification. Under no circumstances will a rate higher than the fifth step of the higher salary schedule be paid. No position may be filled out of classification unless established departmental procedures are followed and authorization from the Department Head is obtained. 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 possess the minimum qualifications 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. Before FPOC status is attained, the necessary forms shall be approved by the Department Head or designee and Director of Human Resources. Employees assigned to fill positions out of classification shall not acquire status or credit for service in the higher classification and may be returned to their regularly assigned position at any time. Employees receiving FPOC pay shall not receive the pay when on vacation or sick leave for two weeks or longer.

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

ARTICLE 7: DEFERRED COMPENSATION

A. City Contribution

The City shall contribute \$60.00 per month per employee to a deferred compensation account.

In addition to the City's contribution to deferred compensation described in the first paragraph, 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 described in Article 10 may not be deferred to the employee's accounts under the City's deferred compensation plans. The employee may, however, be able to elect to increase their deferrals to the City's retirement plans from their regular wages.

B. Conversion of Sick Leave to Deferred Compensation

Employees may choose to contribute part of their accumulated sick leave to deferred compensation. Per IRS regulations, converted 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.

ARTICLE 8: WELLNESS PAY

The City agrees that employees in the unit will receive two percent (2.0%) each pay period 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.

CHAPTER 3 - BENEFITS

ARTICLE 9: RETIREMENT

The City contracts with CalPERS for retirement benefits. The benefits provided herein are provided per the Public Employees Retirement Law (the “PERL”) as well as the City’s contract with CalPERS. The PERL and the City’s contract with CalPERS shall control over any provision of this MOU which is inconsistent with the law or the City’s contract with CalPERS.

A. For “Classic Member” Employees

1. An individual hired on or after January 1, 2013, who was employed by any public employer before January 1, 2013 and who does not meet the definition of “New Member” under the PEPRRA will be designated as a “Classic Member”. “Classic Members” are defined as those individuals who are:
 - a. Working for an employer providing CalPERS retirement benefits who begins employment with the City without a break in service or a break in service of six (6) months or less; or

- b. Current member of a public retirement system or plan with reciprocity with CalPERS.
2. 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.
3. 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 pursuant to Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.
4. Payment of Employee/Member Contribution: Classic Members pay their 8% Member Contribution.

B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. A "New Member" as defined by PEPRA is an employee who becomes a member of a public retirement system for the first time on or after January 1, 2013 and:
 - a. Was not a member of a public retirement system before January 1, 2013; or
 - b. Was a member of a public retirement system before January 1, 2013 that is not subject to reciprocity with CalPERS; or
 - c. Alternatively, anyone who was an active member of a retirement system, has a break in service of more than six (6) months, and returns to active membership in the same system with a new employer.
2. 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).
3. 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).

4. 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 pay an additional amount for their retirement contribution as cost sharing in accordance with Government Code section 20516(f). That amount will be the difference between the 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. Additional 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 pursuant to 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.

ARTICLE 10: 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.

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

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.

2. The Purchase of Optional Benefits Through the Cafeteria Plan: The cafeteria plan offers employees the opportunity to purchase the following optional benefits: medical, dental, and optical insurance.

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 will be eligible to receive cash (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. Employees who opt out or who are enrolled in health insurance coverage at the employee only or employee +1 level will receive cash up to a maximum of \$475 per month. Employees enrolled in health insurance coverage at the employee + family level will receive cash up to a maximum of \$375 per month.

- a. Medical Insurance: The City contracts with CalPERS for medical insurance coverage of eligible employees and retirees. Eligible new hires are covered under the program on the first day of the month following the employee's hire date.

The City contributes 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 attests that they have minimum essential coverage as defined by the Affordable Care Act ("ACA").

If at any time during the term of the MOU, any provision of Federal law or regulation would impose greater financial cost or penalties on the City above and beyond the City's agreed upon contribution to an employee's cafeteria plan, the parties agree to reopen negotiations. The negotiations will be for the limited purpose of making changes to the cafeteria plan that would be needed to ensure that such additional cost or 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 (FSA):

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 the health care FSA and 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.

1. Benefits if on an Industrial Leave: In the event an employee is on a leave without pay as a result of an industrial injury, the City shall pay the PERS statutory minimum for that employee (assuming the employee wants medical, dental, or optical coverage from the City) for the duration of the leave. In addition, outside of PEMHCA, assuming the employee wants to be covered by medical, dental, or optical insurance the employee shall receive their 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.

ARTICLE 11: RETIREE MEDICAL INSURANCE

A. For Employees In the Unit Employed On December 31, 2009

All employees in the unit employed on December 31, 2009, who remain employed in the bargaining unit after that date and retire from City service shall continue to be eligible to receive the same level of retiree medical benefits they were eligible to receive before January 1, 2010. For retirees participating in the CalPERS medical insurance program, the City will pay the statutory minimum. In addition, the City will provide benefits through a medical reimbursement program. In accordance with the tax rules, retirees will not be permitted to participate in the cafeteria plan.

B. For Employees Hired Between July 1, 1981 and December 31, 1999

For bargaining unit members hired between July 1, 1981 and December 31, 1999, the City shall continue to pay the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the one party rate of the PERS Platinum Plan. (The employee will receive a check for the difference between the one party rate of the PERS Care Plan and the PERS statutory minimum.)

C. For Employees Hired or Promoted into the Unit Between January 1, 2000 and December 31, 2009

To qualify for this benefit, an employee shall:

1. Complete a minimum of 5 years of full-time employment with the City of Beverly Hills; and
2. Receive a service retirement from the City of Beverly Hills; and
3. Not perform any paid work for a PERS contracting agency following retirement from the City of Beverly Hills with the exception of work below 960 hours per fiscal year.

Upon these conditions, the City shall continue to pay a part or all of the difference between the PERS statutory minimum and the actual cost of the medical insurance up to the one party rate of the PERS Platinum plan at the following rate:

1. The City will pay 25% of the difference;
2. The City will pay an additional 5% of the difference for each year of employee service with the City of Beverly Hills, from the sixth year through the twentieth year. Thus, for example, an employee who retires with 20

or more years of service with the City of Beverly Hills will be entitled to receive 100% of the difference.

The City will not pay more than 100% of the cost of a retiree's medical insurance premium.

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.

D. For Employees Hired On Or After January 1, 2010

Employees hired into the unit on or after January 1, 2010, who retire from the City, will receive the PERS 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 \$150.00 per month (\$75.00 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. For employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009, they will receive retiree medical benefits as though they were a member of the bargaining unit prior to January 1, 2010 as addressed above.

When such employees retire, they will be able to purchase health insurance by contributing the additional costs for PERS medical, dental, and optical insurance they choose.

E. 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. Their choice of ARMP was made in lieu of receipt of the retiree medical benefit provided above.

ARTICLE 12: OTHER INSURANCE

A. City-Provided Insurance

The following benefits are provided to all employees at the City's expense:

1. Term Life Insurance policy of \$75,000.
2. Disability Insurance: Disability insurance policy provides two thirds (2/3) of monthly salary up to a maximum of up to \$7,500.00 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.

B. Optional Additional 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.

ARTICLE 13: BENEFIT PAY-OFF UPON SEPARATION FROM CITY SERVICE

A. Vacation Payoff

All employees who separate from City service shall be paid for accumulated vacation.

B. Sick Leave Payoff

All accrued, unused 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.

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 (10) 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 fifteen (15) 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 fifteen (15) 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 twelve full years of continuous City service at the time of separation would receive a pay-off for thirty-six percent (36%) (12 x 3%) of their accumulated sick leave, and an employee with eighteen (18) years of continuous City service at the time of separation would receive a pay-off for seventy-two percent (72%) (18 x 4%) of their accumulated sick leave.

C. Severance Payment

In addition to the layoff provisions of the Personnel Rules and Regulations, an 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.

CHAPTER 4 - WORK HOURS

ARTICLE 14: HOURS OF WORK/WORK SCHEDULES

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, it shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday. 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. Every employee is required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

A. 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 ordinarily shall not be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. Rest periods may not be combined with meal periods to extend an employee's meal period.

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

B. Meal Periods

Employees are required to take a meal period of up to one (1) hour per shift.

1. Meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The amount of time for a meal period and the procedure for taking a meal period shall be determined by the department director or their designee.

C. 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. Upon the effective date of this 2023-2026 MOU, this provision will sunset (and this provision will no longer be applicable) when the one employee job sharing at the time of the adoption of this MOU is no longer job sharing.

ARTICLE 15: OVERTIME

A. Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. Employees shall submit all timesheets by the deadline established by the Payroll Division of the Finance Department. If an employee worked time that was not captured in the initial time sheet, the employee shall report the change to their supervisor. 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.

B. Earning Overtime and Assigning Overtime Work

All employees in this unit will be eligible to earn overtime for hours worked in excess of forty (40) in their workweek. Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work more than forty (40) hours in a workweek. All paid leave shall be regarded as hours worked for purposes of calculating overtime.

C. Compensatory Time Off

Employees working overtime shall receive either pay or compensatory time off (CTO) at the Department Head's discretion (such that a Department Head may deny an employee to earn CTO at any time due to operational need). Employees can accumulate up to 40 hours of compensatory time. Since CTO is earned at 1.5 hours for each hour of overtime worked, 40 hours of CTO equates to 26.66 hours of overtime worked. Once an employee has 40 hours of accumulated CTO, they cannot accumulate any additional CTO until their bank is below 40 hours and any overtime worked will be paid. Employees will be cashed out of any accumulated CTO at their then existing 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 compensatory time 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 agreement, reasonable notice is defined as at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

D. Call Back

An employee who is called back to work while off duty shall receive a minimum of two hours of pay as long as the hours which are worked are not adjacent to the employee's regular hours. For hours worked before the shift where the employee continues to work into their regular shift, this is not a call back. Rather, the employee will be paid for the actual hours worked. For hours worked after an employee's regular shift ends, the minimum call back pay shall apply if the call back occurs fifteen (15) minutes or more after the employee's shift has ended.

For example, if an employee normally works from 8:00 a.m. to 6:00 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. every other Friday, and the employee is called back to work at 7:00 p.m. on any evening, they will receive a minimum of two hours of pay. Alternatively, if an employee with the same schedule is called back to work at 7:00 a.m. on any day between Monday through Thursday or on their working Friday, they would not receive call back pay, rather, would receive pay for the actual time worked.

CHAPTER 5 - LEAVES OF ABSENCE

ARTICLE 16: SICK LEAVE

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

1. Accrual: Each employee shall accrue 96 hours of 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 27th pay date. Payroll Division records are the final authority for settling disputes regarding accrued and accumulated sick leave.
2. Sick Leave Usage: Sick leave may be used by the employee when they are ill or during a period illness by a child, step child, parent, step parent, spouse, or registered domestic partner. Up to half of the employee's annual accrual (48 hours) may also be used to care for a 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.

Employees who run out of sick leave shall be permitted to use other accrued leave for sick leave purposes if approved by their supervisor.

3. Sick Leave Incentive: After completion of one year of service, employees who use twenty-eight (28) 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 convert up to 28 hours of the accumulated unused sick leave to cash during the month of January of the following year. Days not paid for or taken may be used in the future, or paid at separation in accordance with the sick leave buy-back program as referenced in Article 13 of this MOU.

If an employee wants to cash out sick leave (because they have used twenty-eight (28) 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-eight (28) 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 Confidential 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 the Confidential bargaining unit 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 Confidential bargaining unit member makes an irrevocable election on December 15, 2023, but changes to another bargaining group in 2024, their irrevocable election made as a Confidential bargaining unit member will be honored (based on eligibility) when cash out is made.

ARTICLE 17: VACATION

A. Authorization For Taking Vacation

Employees may use accumulated vacation if approved by the their Department Head or designee.

An employee entitled to vacation shall make written application in the manner and within the time directed by the Department Head. Every Department Head shall establish a vacation schedule for each calendar year based as far as possible upon applications and seniority (which for purposes of use of vacation refers to the employee’s overall cumulative full-time service within the City) of the employees concerned but subject to their right to plan work under their control and to allow vacations when employees can be spared. They shall notify every employee as soon as possible whether their application is approved, and if not, of the period which is substituted.

B. Vacation Accrual

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

FIRST 4 YEARS OF SERVICE <u>OF SERVICE</u>	AFTER 4 YEARS THROUGH 14 YEARS <u>OF SERVICE</u>	AFTER 14 YEARS <u>OF SERVICE</u>
3.07 Hours Bi-weekly 80 Hours/Yr	4.60 Hours Bi-weekly 120 Hours/Yr	6.13 Hours Bi-weekly 160 Hours/Yr

C. Maximum Accrual of Vacation

Employees with fourteen years of service or less may not accumulate more than 480 hours of vacation. Employees with 480 hours of vacation on the books will not continue to accrue vacation until their balance falls below 480 hours.

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 that 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 moving into the Confidential bargaining group 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 the Confidential unit 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 December 2024, provided they meet the eligibility requirements in 2024.

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 Confidential when the irrevocable election is made (December 15, 2023), but changes to another bargaining group in 2024, their irrevocable election made as a Confidential member will be honored (based on eligibility) when cash out is made.

D. Holidays During Vacations

When a holiday falls within an employee’s vacation, the day will count as a holiday, not vacation.

E. Limit On Payment

No employee shall be paid any more for their vacation period than they would have received if they had worked.

ARTICLE 18: PAID TIME OFF

Each employee will be granted 27 hours of additional Paid Time Off (PTO) at the beginning of each calendar year.

Employees will accrue a pro-rata amount of PTO each pay period during the year. However, during the year, an employee may use PTO that they have already accrued or will accrue for the remainder of the year. If an employee leaves the City’s employ in the middle of the year, they will only be able to cash out the amount of PTO they have accrued up to the date of their separation from City service. Employees will receive cash payment for the PTO hours not taken as time off during the payroll year. Payment will be made in January of the following year.

ARTICLE 19: HOLIDAYS

A. Accrual and Use of Holidays

All employees shall be entitled to the following paid holidays if they were in paid status for the entire day the work day before and the work day after the holiday, (i.e., either the employee worked or was absent or using paid leave for the entire day on such workdays):

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
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veterans’ Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after the 4th Thursday in November
Christmas Day	December 25

1. Every employee whose regular work schedule is a five (5) day per week or a 9/80 or 4/10 schedule, Monday through Friday, will observe holidays as follows:
 - a. If the holiday falls Monday through Friday, one work day off is granted with pay on the day on which the holiday falls.
 - b. 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 any holiday falls on a day that is an off work day for employees working an alternate work schedule, 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. Appointing Authorities 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. If a Confidential bargaining unit member moves into another bargaining unit, they will retain their floating holiday balance in an amount not to exceed the terms outlined in this MOU.

B. Personal Holiday

All unit employees shall be entitled to two additional paid 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.

The hours of personal holidays will be based on the number of hours the employee is scheduled to work based upon their regular work schedule. At the beginning of each fiscal year, employees will be credited with additional personal holiday hours sufficient to bring the employee up to the cap of two personal holidays (maximum of 18 hours for employees working a 9/80 work schedule and 20 hours for employees working a 4/10 work schedule, and 16 hours for employees working a 5/40 schedule).

Department Heads or designees will not act unreasonably in granting requests to use personal holidays. 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 at the end of the year, when moving out of the bargaining unit or upon separation from City employment.

If an employee moves into another bargaining unit that has personal holiday, they will retain their personal holiday balance and continue to accrue any additional hours per the terms of the respective MOU.

C. Potential Work on a Holiday

Because of operational need, employees may be required to work on an observed City holiday. An employee who is required to work on an observed City holiday by their supervisor will be paid their holiday pay for the day. In addition, the employee will receive straight time pay for any hours they work on the holiday.

ARTICLE 20: 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 member 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 purpose, 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 (which allows an employee up to 40 hours of paid bereavement leave as well as the ability to use an additional 40 hours of sick leave for bereavement) there is a right to use additional bereavement leave under the law.

For employees who have been with the City for at least thirty (30) days who have exhausted both their paid bereavement leave and the five additional days of sick leave which can be used for bereavement, they may use up to five (5) days of bereavement leave for each death of a family member as defined above. This leave under the law must be used within three (3) months from the date of death. Although this is not City-paid leave, employees may use any accrued and available leave that is otherwise available to the employee for this purpose.

ARTICLE 21: INDUSTRIAL DISABILITY LEAVE

All terms contained in this section 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, the City shall pay the gross salary, less legally required deductions, to the injured employee for a period not to exceed ten (10) 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 ten (10) working days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick and vacation which when added to their temporary disability indemnity payments will add up to full salary, An employee who elects not to utilize accrued leave while receiving temporary disability indemnity payments must notify the Human Resources Office.

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

ARTICLE 22: WITNESS AND JURY DUTY 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 or more 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.

B. Witness Leave

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding, (except if the employee is a party to the proceeding and it is unrelated to their current or past public employment) shall be allowed time off with pay (with no need to use accrued leaves) to serve as a witness.

If the employee is a witness in a matter pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding to which they are a party that is unrelated to their current or past public employment, they are entitled to take time off to serve as a witness per the law. While the City will not provide paid time off to serve as a witness, the employee may use vacation, compensatory time off or paid time off hours for the time off to serve as a witness.

ARTICLE 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 accrued 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 benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department.

CHAPTER 6 - EMPLOYER-EMPLOYEE RELATIONS

ARTICLE 24: GRIEVANCE PROCEDURE

The City and 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 30 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. The grievance procedure consists of the following steps:

1. Step 1 - Communication with the Human Resources Department: Whenever an employee or Association believes that there has been a violation, misinterpretation, or misapplication of the terms of this MOU, the employee or Association 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 thirty (30) calendar days. If a meeting is scheduled, the Director of Human Resources shall present their determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the designated employee or Association representative.

If the grievance is brought by an employee in Human Resources, the City Manager or designee will substitute in the role of the Director of Human Resources.

Following receipt of the response at Step 1 of the grievance procedure, the Association may request that the City agree to submit the grievance to mediation. If the City agrees, then a mediator will be requested by either party from the State Mediation and Conciliation Service. Following completion of the mediation, if the grievance is not resolved, the Association shall have ten (10) calendar days to submit the grievance to Step 2 as described below.

2. Step 2 – Advisory Arbitration: If the employee or Association 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 ten (10) calendar days of the date the Step 1 response was e-mailed to the employee or Association representative or within ten (10) calendar days from the last date the response was due if no response is given.
3. Once received, the Director of Human Resources shall, within thirty (30) days, send a letter to the grievant (either the employee or Association) advising the grievant as to who the City's representative will be. The grievant shall then contact the City's representative for the purpose of determining whether the parties can agree on an arbitrator to hear the grievance. 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 State Mediation and Conciliation Service 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.

4. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator, and a court reporter (if the parties agree on the use of a court reporter) shall be equally 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 arbitrator's advisory recommendation, the Association (or the employee, if 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 arbitrator's advisory recommendation is correct or not and why.
7. Within thirty-five (35) calendar days of receipt of the arbitrator's advisory recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Department. The City Manager may accept, reject, or modify the arbitrator's advisory recommendation or any part thereof. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the arbitrator's advisory recommendation, the brief statements (if any) submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the arbitrator. The Human Resources Department shall provide copies of the City Manager's decision to the grievant and the applicable Department Head within the same thirty-five (35) calendar days. 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.

ARTICLE 25: 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. The City acknowledges that discipline is intended to be corrective and not punitive in nature and will follow progressive discipline in order to address any misconduct.

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 the City has relied upon in proposing the discipline. 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. 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 seven (7) 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 seven (7) calendar days of receiving the Notice of Intent to Discipline informing the representative that they wish to have an oral response. The City representative will advise the employee when the meeting (known as a *Skelly* meeting) will take place, which shall occur in a reasonable time.

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 or professional representative 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, facts, and evidence supporting the discipline as well as any prior discipline relied upon 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 seven (7) 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 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 State Mediation and Conciliation Service 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, the arbitrator themselves, and the court reporter shall be equally split between the City and the Association unless the Association is not financially supporting the appeal by providing representation for the employee. In that case, the City will pay for the arbitration costs. Once the arbitrator issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives.

Within ten (10) calendar days from the receipt of the arbitrator's advisory 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 arbitrator's advisory recommendation is correct or not and why.

Within thirty-five (35) calendar days of receipt of the arbitrator's advisory recommendation, the City Manager shall issue and send their final written decision to the parties.

The City Manager may accept, reject, or modify the arbitrator's advisory 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 arbitrator's advisory recommendation, the brief statement (if any) submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, from the arbitration including any arguments presented to the arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6, which provides a 90-day statute of limitations.

ARTICLE 26: ASSOCIATION RELATED BUSINESS

A. Association Representatives

The Association has previously submitted a current list of Association representatives (Board Members and alternates) to the Director of Human Resources ("Director"). Any changes to this list shall be submitted to the Director or designee within ten (10) working days following such changes.

B. Association Time-Off

The City shall allow three Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation or as may be required by the Grievance Procedure or to represent an employee in a disciplinary matter.

C. Use of City Facilities

Representatives of the Association may use City facilities for general membership meetings with the City as long as approval and prior clearance from the Department Head or designee are obtained. The Association may hold meetings during the noon hour in facilities that are available, subject to approval by the Department Head or designee.

D. Association Business and Training

The Association shall have a bank of 150 hours per contract year for use in conducting Association business. These hours cannot be carried over into the next contract year (i.e., October 1 to September 30). The Association President may be asked to provide a record of the time used by the Department Head at any time and shall produce such record in a reasonable period of time. Association representatives utilizing this time shall notify their supervisors and shall endeavor to provide as much advance notice as possible. Employees must track their use of the one hundred and fifty (150) 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.

E. Dues Deduction

The City will deduct dues once each pay period in an amount certified to be current and correct by the President of the Association from the pay of those employees who individually provide written authorization for dues to the Association. The City shall remit the deductions on a bi-weekly basis, when feasible. 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. The City shall rely on a certification from the Association for the

authorization, modification, or cancellation of any/all dues deductions. The City shall direct employee requests to cancel or change dues deductions to the Association.

F. Demographic Reports

In accordance with Government Code §3555 3559, the City shall provide to Association Representatives the name, hire date, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide to Association Representatives with a list of that information for all employees in the bargaining unit at least every 120 days. The City shall provide the information identified herein regardless of whether the newly hired employee was previously employed by the City.

G. New Employee Orientation

The City shall provide written notice to an identified Association Representative when a new employee is hired or promoted into the bargaining unit and provide up to 30 minutes of paid release time for an Association Representative to meet with the new employee for the purpose of discussing membership in the Association. This new employee orientation should take place as promptly as possible on or after the first day of employment. An Association Representative will notify the City when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin.

ARTICLE 27: SAVINGS CLAUSE

If any benefit or provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining benefits or provisions of the MOU shall remain in full force and effect. In the event of such invalidation the City and Association shall meet and confer in good faith concerning the invalidation of the provision, including whether a replacement benefit or provision is appropriate.

ARTICLE 28: 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 United States of America.

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees. This includes the right to determine the methods, means, and the number and kinds of personnel by which services are to be provided; to implement rules, regulations, and directives consistent with law and the specific

provisions of this MOU; and to determine whether goods or services shall be made or provided by the City or shall be purchased or contracted for; and to contract out bargaining unit work.

The City also has the following rights: to hire, promote, demote, transfer, assign, schedule, and retain employees in positions within the City, subject to the rules and regulations of the City; to reprimand, suspend, reduce in pay, withhold salary increases, or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means, and appropriate job classifications (including content); to direct employees, including scheduling and assigning of work and work hours; to determine the organizational structure and personnel by which the operations are to be carried out; to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards; and to establish employee performance standards and to require compliance therewith. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

ARTICLE 29: NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sexual orientation, medical condition, gender, gender identity, gender expression, color, sex, age, disability, national origin, ancestry, or any other protected classification recognized by the law.

ARTICLE 30: EDUCATION REIMBURSEMENT

Employees in the unit shall be eligible for tuition reimbursement in accordance with the requirements of Administrative Regulation, Number 3A.2.

FOR THE BEVERLY HILLS CONFIDENTIAL EMPLOYEES ASSOCIATION

Karen Myron

Karen Myron

January 12, 2024 | 12:49 PST

Date

Ilene Knebel

Ilene Knebel

January 9, 2024 | 12:37 PST

Date

FOR THE CITY OF BEVERLY HILLS

Shelley Ovrom

Shelley Ovrom

January 12, 2024 | 12:59 PST

Date

Kirsten Rowe

Kirsten Rowe

January 14, 2024 | 12:56 PST

Date

Tatiana Szerwinski

Tatiana Szerwinski

Peter Brown

Peter Brown

February 27, 2024 | 18:09 PST

Date

January 12, 2024 | 13:25 PST

Date

City Council Approval Date: December 5, 2023

EXHIBIT "A"

LIST OF CLASSIFICATIONS REPRESENTED BY THE CONFIDENTIAL EMPLOYEES ASSOCIATION

- Administrative Assistant
- City Clerk Assistant
- City Clerk Specialist
- Community Development Commission Specialist
- Executive Assistant
- Executive Assistant to the City Council
- Human Resources Assistant
- Human Resources Associate I
- Human Resources Associate II
- Human Resources Associate III
- Human Resources Specialist
- Management Assistant
- Office Assistant I
- Office Assistant II
- Risk Management Coordinator
- Staff Assistant

EXHIBIT "B"
CONFIDENTIAL EMPLOYEES ASSOCIATION SALARY SCHEDULE

CONFIDENTIAL ASSOCIATION SALARY SCHEDULE
Effective 10/07/2023

Class Code	Classification Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6133	Administrative Assistant	700-C-50	\$5,553.63	\$5,852.95	\$6,168.61	\$6,501.84	\$6,853.22
6101	City Clerk Assistant	700-C-55	\$5,831.17	\$6,145.77	\$6,477.62	\$6,827.75	\$7,197.11
6100	City Clerk Specialist	700-C-78	\$7,316.26	\$7,718.65	\$8,143.18	\$8,591.05	\$9,063.57
6118	Community Development Commission Specialist	700-C-70	\$6,756.43	\$7,128.02	\$7,520.07	\$7,933.69	\$8,370.04
6132	Executive Assistant	700-C-65	\$6,429.61	\$6,777.05	\$7,143.60	\$7,530.41	\$7,938.38
6122	Executive Assistant to the City Council	700-C-70	\$6,756.43	\$7,128.02	\$7,520.07	\$7,933.69	\$8,370.04
6078	Human Resources Assistant	700-C-50	\$5,553.63	\$5,852.95	\$6,168.61	\$6,501.84	\$6,853.22
6077	Human Resources Associate I	700-C-59	\$6,063.48	\$6,390.79	\$6,736.08	\$7,100.46	\$7,484.80
6075	Human Resources Associate II	700-C-66	\$6,492.80	\$6,843.77	\$7,213.91	\$7,604.55	\$8,016.65
	Human Resources Associate III	700-C-75	\$7,101.09	\$7,491.65	\$7,903.71	\$8,338.40	\$8,797.00
	Human Resources Specialist	700-C-75	\$7,101.09	\$7,491.65	\$7,903.71	\$8,338.40	\$8,797.00
6116	Management Assistant	700-C-55	\$5,831.17	\$6,145.77	\$6,477.62	\$6,827.75	\$7,197.11
6143	Office Assistant I	700-C-30	\$4,571.66	\$4,816.92	\$5,075.65	\$5,348.65	\$5,636.73
6140	Office Assistant II	700-C-40	\$5,038.11	\$5,309.00	\$5,594.95	\$5,896.47	\$6,214.64
	Risk Management Coordinator	700-C-75	\$7,101.09	\$7,491.65	\$7,903.71	\$8,338.40	\$8,797.00
6152	Staff Assistant	700-C-63	\$6,305.11	\$6,645.71	\$7,005.04	\$7,384.22	\$7,784.19

CONFIDENTIAL ASSOCIATION SALARY SCHEDULE
Effective 9/21/2024

Class Code	Classification Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6133	Administrative Assistant	700-C-50	\$5,803.55	\$6,116.33	\$6,446.20	\$6,794.42	\$7,161.62
6101	City Clerk Assistant	700-C-55	\$6,093.57	\$6,422.33	\$6,769.11	\$7,135.00	\$7,520.98
6100	City Clerk Specialist	700-C-78	\$7,645.49	\$8,065.99	\$8,509.62	\$8,977.65	\$9,471.43
6118	Community Development Commission Specialist	700-C-70	\$7,060.47	\$7,448.78	\$7,858.47	\$8,290.70	\$8,746.70
6132	Executive Assistant	700-C-65	\$6,718.94	\$7,082.02	\$7,465.06	\$7,869.28	\$8,295.60
6122	Executive Assistant to the City Council	700-C-70	\$7,060.47	\$7,448.78	\$7,858.47	\$8,290.70	\$8,746.70
6078	Human Resources Assistant	700-C-50	\$5,803.55	\$6,116.33	\$6,446.20	\$6,794.42	\$7,161.62
6077	Human Resources Associate I	700-C-59	\$6,336.33	\$6,678.38	\$7,039.20	\$7,419.98	\$7,821.61
6075	Human Resources Associate II	700-C-66	\$6,784.98	\$7,151.74	\$7,538.53	\$7,946.75	\$8,377.40
	Human Resources Associate III	700-C-75	\$7,420.64	\$7,828.77	\$8,259.37	\$8,713.62	\$9,192.86
	Human Resources Specialist	700-C-75	\$7,420.64	\$7,828.77	\$8,259.37	\$8,713.62	\$9,192.86
6116	Management Assistant	700-C-55	\$6,093.57	\$6,422.33	\$6,769.11	\$7,135.00	\$7,520.98
6143	Office Assistant I	700-C-30	\$4,777.39	\$5,033.68	\$5,304.05	\$5,589.34	\$5,890.38
6140	Office Assistant II	700-C-40	\$5,264.83	\$5,547.91	\$5,846.72	\$6,161.81	\$6,494.30
	Risk Management Coordinator	700-C-75	\$7,420.64	\$7,828.77	\$8,259.37	\$8,713.62	\$9,192.86
6152	Staff Assistant	700-C-63	\$6,588.84	\$6,944.77	\$7,320.27	\$7,716.51	\$8,134.48

CONFIDENTIAL ASSOCIATION SALARY SCHEDULE**Effective 9/20/2025**

Class Code	Classification Title	Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5
6133	Administrative Assistant	700-C-50	\$6,064.71	\$6,391.56	\$6,736.28	\$7,100.17	\$7,483.89
6101	City Clerk Assistant	700-C-55	\$6,367.78	\$6,711.33	\$7,073.72	\$7,456.07	\$7,859.42
6100	City Clerk Specialist	700-C-78	\$7,989.53	\$8,428.96	\$8,892.55	\$9,381.64	\$9,897.64
6118	Community Development Commission Specialist	700-C-70	\$7,378.19	\$7,783.98	\$8,212.10	\$8,663.78	\$9,140.30
6132	Executive Assistant	700-C-65	\$7,021.29	\$7,400.71	\$7,800.99	\$8,223.40	\$8,668.91
6122	Executive Assistant to the City Council	700-C-70	\$7,378.19	\$7,783.98	\$8,212.10	\$8,663.78	\$9,140.30
6078	Human Resources Assistant	700-C-50	\$6,064.71	\$6,391.56	\$6,736.28	\$7,100.17	\$7,483.89
6077	Human Resources Associate I	700-C-59	\$6,621.47	\$6,978.90	\$7,355.97	\$7,753.88	\$8,173.59
6075	Human Resources Associate II	700-C-66	\$7,090.30	\$7,473.57	\$7,877.77	\$8,304.36	\$8,754.39
	Human Resources Associate III	700-C-75	\$7,754.56	\$8,181.07	\$8,631.04	\$9,105.74	\$9,606.54
	Human Resources Specialist	700-C-75	\$7,754.56	\$8,181.07	\$8,631.04	\$9,105.74	\$9,606.54
6116	Management Assistant	700-C-55	\$6,367.78	\$6,711.33	\$7,073.72	\$7,456.07	\$7,859.42
6143	Office Assistant I	700-C-30	\$4,992.37	\$5,260.20	\$5,542.73	\$5,840.86	\$6,155.45
6140	Office Assistant II	700-C-40	\$5,501.74	\$5,797.56	\$6,109.82	\$6,439.10	\$6,786.54
	Risk Management Coordinator	700-C-75	\$7,754.56	\$8,181.07	\$8,631.04	\$9,105.74	\$9,606.54
6152	Staff Assistant	700-C-63	\$6,885.34	\$7,257.29	\$7,649.68	\$8,063.75	\$8,500.53


Certificate Of Completion

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Certificate Pages: 2	Initials: 0
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	Beverly Hills, CA 90210
	mbernocchi@beverlyhills.org
	IP Address: 198.245.189.166


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Status: Original	Holder: Marco Bernocchi	Location: DocuSign
1/5/2024 1:57:46 PM	mbernocchi@beverlyhills.org	

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Signer Events	Signature	Timestamp
Ilene Knebel iknebel@beverlyhills.org Executive Assistant City of Beverly Hills Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.169	Sent: 1/5/2024 2:06:37 PM Viewed: 1/5/2024 2:09:34 PM Signed: 1/9/2024 12:37:05 PM


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Karen Myron kmyron@beverlyhills.org COMM DEV COMMISSION SPECIALIST, CD-PLANNING City of Beverly Hills Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	Sent: 1/5/2024 2:06:37 PM Viewed: 1/12/2024 12:19:34 PM Signed: 1/12/2024 12:49:44 PM
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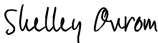
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kirsten Rowe krowe@beverlyhills.org Asst Director of Human Resources City of Beverly Hills Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	Sent: 1/12/2024 12:49:46 PM Viewed: 1/14/2024 12:55:55 PM Signed: 1/14/2024 12:56:07 PM
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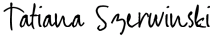
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Peter Brown pbrown@lcwlegal.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 128.177.30.34	Sent: 1/12/2024 12:49:46 PM Viewed: 1/12/2024 1:25:28 PM Signed: 1/12/2024 1:25:37 PM
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Signer Events	Signature	Timestamp
Shelley Ovrom sovrom@beverlyhills.org Director of Human Resources Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	Sent: 1/12/2024 12:49:46 PM Viewed: 1/12/2024 12:59:34 PM Signed: 1/12/2024 12:59:40 PM

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Tatiana Szerwinski tszerwinski@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.181	Sent: 1/12/2024 12:49:47 PM Resent: 2/27/2024 4:15:46 PM Viewed: 2/27/2024 6:08:52 PM Signed: 2/27/2024 6:09:14 PM
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	2/27/2024 6:09:14 PM
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