

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF BEVERLY HILLS**

**AND**

**THE BEVERLY HILLS**

**SUPERVISORS ASSOCIATION**

**OCTOBER 7, 2023 – October 2, 2026**

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**SUPERVISORS ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**CHAPTER 1 - INTRODUCTION**

The Supervisors Association of Beverly Hills (hereinafter referred to as "SUP" or "Association"), a formally recognized employee organization, representing all its members within the Supervisors Association (hereinafter referred to as "Employees"), 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 "MOU" or "agreement") on matters within the scope of representation. A list of all of the classifications represented by the SUP 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:

**ARTICLE 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 exist now certain past practices or procedures which 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 force and effect during the term of this agreement, unless they are inconsistent with provisions of this MOU, or unless changed by the meet and confer process. This MOU is subject to a determination and implementation by the City Council pursuant to Government Code Section 3505.1.

**ARTICLE 2: TERM**

Unless otherwise specified herein, this MOU shall be effective October 7, 2023 and shall expire on October 2, 2026.

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 3: SALARIES**

Effective October 7, 2023, employees will receive a base salary increase of four and forty-nine one hundredths percent (4.49%).

Effective the pay period including October 1, 2024, employees will receive a base salary increase of Council approval of this MOU, 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 4: 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 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 5: DEFERRED COMPENSATION**

##### **A. Deferred Compensation Contribution**

The City shall contribute \$100.00 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 may not be deferred to the employee's accounts under the City's retirement plans.

##### **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 6: 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. Definitions
  - a. Day shift means any authorized work schedules assigned except swing or night shift as defined in this article.
  - b. Swing shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each workday.
  - c. Night shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each workday.
2. Shift Pay
  - a. Employees assigned to a swing shift shall receive a shift differential of 3% of base salary just for the days when the swing shift occurs.
  - b. Employees assigned to a night shift shall receive a shift differential of 6% of base salary.



- c. 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 571.1(b)(3) Shift Differential

## **B. Certification Pay**

Employees are eligible for the following certification pays. The effective date of the provision for such pay is the first day of the pay period following when the certification (not the certificate) has been issued. Once issued, an employee is required to promptly provide the certification to their Department Head so the necessary personnel action forms can be completed to add the certification pay.

1. Water Utility: Any water treatment and distribution certificates achieved by employees in water classifications which are above the requirements of the job will be paid at \$50.00 per month per certificate. \$50 for the first certificate, \$100 per month for the second certificate, \$150 per month for the third certificate, etc. These certificate pays do not stack. For example, if an employee receives \$150 for the third certificate, they will not receive pay for the first and second certificates. This includes D1-D5 and T1-T5.

The parties agree that to the extent permitted by law, the compensation for water treatment and distribution certificates is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

2. Wastewater Utility: Collection System Maintenance Certification, Grade IV - \$25.00/mo.: Offered through the California Water Environment Association (CWEA)

Eligible position(s): Drainage Maintenance Supervisor

3. Fleet Services:

- a. Master Automobile Technician Certificate - \$50.00/mo.: Offered through the ASE Automobile Technician Tests

Eligible position(s): Fleet Supervisor

In order to be eligible for this pay, an employee must complete all eight sections of the certification program

The parties agree that to the extent permitted by law, the compensation for Master Automobile Technician is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

- b. Master Truck Technician Certificate - \$50.00/mo.: Offered through the ASE Automobile Technician Tests

Eligible position(s): Fleet Supervisor

In order to be eligible for this pay, an employee must complete all required sections to obtain an ASE master certificate

- c. Emergency Vehicle Technician I Certificate - \$25.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

- d. Emergency Vehicle Technician II Certificate - \$25.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

- e. Emergency Vehicle Technician Certificate III - \$50.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

For the certifications provided above, when they are part of a progressive series, the pay shall be cumulative.

Certifications which were being paid on the effective date of this MOU will continue to be paid to the employees who were receiving them.

### **C. Bilingual Pay**

The City shall pay 3% above base salary to employees who are approved by their Department Head and the Director of Human Resources to become certified by the County of Los Angeles or other agencies approved by the City. The certification of tests is required for written and oral proficiency in Spanish, Farsi, Korean, Russian, Sign or any other language designated by the City. Those employees who receive a bilingual pay will be required to speak the alternate language in the course and scope of their employment. In addition, if receiving the pay, an employee may be asked to assist in translating even if unrelated to their specific job duties. 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. 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 SUP 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.

### **ARTICLE 7: APPOINTMENT AND ADVANCEMENT**

#### **A. Probationary Period**

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

A Department Head has the right to extend an employee's probationary period for two reasons: 1) the employee has missed at least 15 work days during their probationary period; or 2) based on an employee's work performance, the Department Head wants more time to determine whether the employee will be passed off probation. If the reason for the extension is days missed from work during probation, the probationary period will be extended by the number of workdays the employee has missed (for any reason), excluding approved vacation leaves during their probationary period. If the reason for the extension is work performance, the probationary period cannot be extended by more than an additional six (6) months. In all cases, the City will inform a probationary employee in writing that their probation has been extended prior to any extension and will inform such employee of the new date upon which their probationary period will end.

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. Step Placement and Advancement Through Range**

Employees will be appointed into a position which is on the salary schedule with a prescribed range. Normally, employees shall be appointed to the first step (although they can ask to be appointed above the first step, if appropriate based on experience) and shall be eligible to be advanced through the five (5) basic steps in their allocated ranges as follows:

1. For employees starting at Step 1 through 4 of the salary range: After one (1) 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 employee's anniversary date.

2. 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. Salary Placement Upon Promotion**

Every employee who is promoted shall be appointed to the first step of the salary range of the new classification or at least 5% above the step and range of their previous classification, whichever is higher. In no event shall the promoted employee be placed above step 5 of the new range (even if placement at step 5 does not provide a minimum five percent (5%) base salary increase). 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 for length of service. 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 Appointing Authority. Employees will then be eligible for regular step increases annually on the anniversary of the special merit advancement.

### **E. Reclassification, Promotion and Y-Rating**

1. **Reclassification:** When a position in the unit is reclassified upward, the employee in the position may be appointed to the reclassified position, providing that:
  - a. The employee has held the position which was reclassified for a minimum of ninety calendar (90) days immediately prior to the reclassification; and
  - b. The employee meets the qualifications established for the reclassified position.

If the employee does not meet both of the above criteria, the reclassified position shall be filled through a recruitment process.

2. **Y-Rating:** The City may offer to "Y"-rate an employee whose position has been eliminated, reclassified downward, or for some other reason which has caused the

compensation of a position to be reduced. In the event an employee in a position is Y-rated, the employee's monthly base salary shall not be increased until the monthly base salary of the position held by that employee exceeds the monthly salary paid to that employee.

3. Compensation After Reclassification: Every employee who is appointed to a position which is reclassified upward shall be appointed to the first step of the salary range of the new classification or at least 5% above the step and range of their previous classification, whichever is higher.

#### **F. Request for Reclassification**

If an employee, SUP or a Department believes the duties and responsibilities of a position have changed and are no longer accurately described by the job description for the classification for, the classification, the employee, SUP or a Department may make a request for reclassification to the Director of Human Resources or designee. Such requests shall be made in writing using a form specified by the Human Resources Department

For employee or SUP requests, a reclassification study may not be requested more than one time every two years for the same classification. Additionally, Human Resources will review each request and determine whether to move forward with the requested reclassification study. If SUP disagrees with Human Resources' decision, Human Resources and SUP will meet. If as a result of that meeting, an agreement between Human Resources and the SUP is not reached, the reclassification study will be conducted.

All employee, SUP and Department initiated requests must be submitted to Human Resources between July 1 and July 31 for implementation in the next fiscal year. Before a request for reclassification can be submitted, the employee must have been performing duties that are not accurately described by the employee's job description for at least nine (9) months.

If a request for reclassification is made, there shall be no changes to the employee's wages, hours, or working conditions as a result of the reclassification without first completing the meet and confer process with the Association.

The Director of Human Resources or designee shall conduct a classification study of the position. A copy of the classification study report shall be provided to the employees affected and the SUP. If a reclassification or salary adjustment is recommended and approved, the affected employee(s) will be reclassified effective the next July 1 (or the effective date of the next City budget).

In the event the reclassification request is denied, neither the employee nor the SUP have the right to grieve the decision.

### **G. Special Assignment Increase**

A special assignment increase may be granted (upon approval of the Director of Human Resources) to an employee by a Department Head without following the above procedures if the Department Head believes such action is in the best interests of the respective Department 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 Appointing Authority 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. Said 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.

### **H. Temporary Employment**

Temporary employees may be hired by the City to backfill for an employee on a leave of absence, if an incumbent leaves City employment and there is not an active eligibility list, and the City has a temporary need for an employee. Temporary employees (one or more) can be hired for 180 days maximum (cumulative total if more than one is temporary employee is hired), except a temporary employee hired to backfill for an employee who is on a medical leave of absence. The City may hire the same person to work as a temporary employee for a different vacancy or leave. If the City needs an extension of the 180 days, it may ask the Association to grant it. The Association must grant the first extension up to 90 days. After that, an additional extension requires the City show good cause and the City must meet and confer with the Association regarding the additional extension.

In addition to the previous paragraph, a person may be hired to a temporary appointment (to perform bargaining unit work) for up to a maximum of 180 days as determined by the department to satisfy a temporary need. Prior to hiring a temporary employee who is hired neither to replace an employee absent from duty nor to fill a vacancy (*i.e.*, a determined short term (180 day or less) need), any such work will first be offered to bargaining unit members on an overtime basis. If such work can be done by employees, a temporary employee will not be hired. If all the work offered on an overtime basis to bargaining unit members is not accepted by employees, the City may also appoint persons on a temporary basis to perform the work not accepted by the employees on an overtime basis.

### **I. 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, the 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.

At any time the superior's base salary (excluding this salary adjustment) exceeds 3% above 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.

#### **J. Filling Position Out Of Classification (FPOC)**

Every employee assigned to and working in a classification with a salary range above the employee's regularly assigned position shall receive FPOC pay. When an employee is eligible for FPOC and is assigned and performs the duties of the higher classification, the employee shall be placed at the step of the higher classification which is at least 5% above the pay step of their regular classification, provided that no rate higher than the fifth step, nor lower than the first step of the salary schedule is provided. Probationary employees are not eligible to fill a position out of classification.

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 receives written approval (in the form of an email from the Department Head) authorizing the work and pay. The Department shall complete the necessary personnel forms (personnel action form and FPOC request form) and submit them to Human Resources.
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.

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.

Employees assigned to fill positions out of classification shall not acquire status or credit for services in the higher class and may be returned to their regular position at any time. Employees receiving FPOC pay shall not receive the pay when on vacation or sick leave for three calendar 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.

### **CHAPTER 3 - BENEFITS**

#### **ARTICLE 8: 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 PEPRA 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 in the unit are included per 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. 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.
2. Pre-Retirement Option 2 Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for employees in the unit.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
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.

### **D. Advancement of Disability Retirement Benefits For Employees Who File For Disability Retirement**

In the event an employee who has been certified as disabled files an application for disability retirement and the City does not dispute the employee's application, the City will advance disability retirement payments to the retiree until there is a determination from CalPERS as to whether the application will be granted or not. Once that determination is made by PERS (that the employee qualifies for disability retirement) the City will be reimbursed for the advanced disability payments. If the City disputes the application for disability retirement, no advanced disability retirement payments will be provided. In the case of an employee who files for service retirement pending their application for disability retirement which the City disputes, the City will advance only that portion of the retiree's pension that is undisputed.

**ARTICLE 9: 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 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.

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:

<b>COVERAGE LEVEL</b>	<b>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2024</b>	<b>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2025</b>	<b>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2026</b>
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, and enrolled employees with employee + family coverage will be eligible to receive \$375 per month (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. For newly hired employees, insurance coverage is effective the first day of the next month following the employee's hire date.

The payment of premiums toward this medical insurance program will be through the administration of a flexible benefit package.

The City will contribute the PERS statutory minimum on behalf of each participant 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.

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 equivalent 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 equivalent 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 maximum 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 both 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.

### **ARTICLE 10: RETIREE MEDICAL INSURANCE**

#### **A. Tier 1: Employees Hired Prior to January 1, 2010**

For employees hired prior to January 1, 2010, they shall be eligible (as retirees) for continued medical benefits up to \$350.00 per month (which includes the PERS statutory minimum, i.e., the employee will receive an electronic funds transfer or check for the difference between \$350 and the PERS statutory minimum) unless and until the following occur:

1. The retiree reaches age 70, or
2. The retiree becomes eligible for Medicare (if the employee is eligible for Medicare, the City will pay the designated Medicare supplement rate not to exceed \$350 per month), or
3. The retiree is or becomes eligible to be a participant in another employer-paid medical plan or Veteran's Administration benefit

For eligible retirees (as described below) who are age 70 or above, the City shall pay the statutory minimum directly to CalPERS for such employees toward medical coverage under PERS. Eligible retirees include those full time SUP employees who:

1. Retire after July 1, 2000; and
2. Take a service retirement and are not subsequently covered under PERS with another agency; and
3. Have 20 or more years of full time service with the City of Beverly Hills prior to retirement.

For those retirees over age 70 who do not otherwise meet the eligibility criteria the City will pay the PERS statutory minimum on their behalf.

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: Employees Hired On Or After January 1, 2010**

Employees hired into the unit as new employees by the City on or after January 1, 2010 who retire from the City will receive the PERS statutory minimum paid by the City.

In addition, for employees hired into the unit as new employees on or after January 1, 2010, 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 health retirement account on behalf of such employees.

For employees who enter the unit on or 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.

**C. Purchasing Additional Insurance If Funds Are Insufficient to Cover The Cost of Chosen Benefits**

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, if any.

**ARTICLE 11: LIFE AND LONG TERM DISABILITY 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: policy provides two thirds (2/3) of monthly salary up to a maximum of up to \$6,000.00 per month (effective January 1, 2024 this amount is increased to \$8,400.00), except as may be provided under the applicable plan document. This plan has a 60-day elimination period. The elimination period is reduced to a 30-day elimination period effective January 1, 2024. 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 an after-tax deduction from their paycheck.

**ARTICLE 12: EDUCATION REIMBURSEMENT**

In accordance with the requirements of Administrative Regulation, Number HR.06, the City shall reimburse an employee for attending an accredited college or university provided that the course is directly job related. If an individual is pursuing a degree, the City shall reimburse the employee for only those courses taken in the major, provided the degree objective is job related.

To be eligible for tuition reimbursement each employee shall (prior to each fiscal year) submit a document setting forth the following:

- the name of the institution at which the course(s) will be taken,

- the title(s) of the course(s) for which they are seeking reimbursement, and
- how the course(s) is directly related to the employee's job.

The employee shall forward this document to their Department Head or designee, who shall forward it for approval to the Human Resources Department. Since eligibility requirements are set forth in the Administrative Regulation 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.

### **ARTICLE 13: TOOLS, UNIFORMS, SAFETY BOOTS, AND SAFETY GLASSES**

#### **A. Tool Allowance**

Any employee in the classification of Fleet Supervisor shall receive up to \$700 per fiscal year as a tool reimbursement. Such employees shall provide receipts of their tool purchases to their supervisor for reimbursement, which will be paid in a reasonable period of time. The City agrees to continue to furnish the current assortment of tools.

#### **B. Uniforms**

Supervisors shall receive five uniforms a week at City expense. The uniforms shall be the property of the City. The City shall replace damaged or worn out uniform parts, as necessary.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 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. "New members" as defined under the Public Employees' Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

#### **C. Safety Boot Reimbursement**

The City agrees to reimburse each employee up to \$400 per fiscal year for the purchase of safety boots provided the employee's Department Head determines the need to use safety boots as part of the employee's job and the employee submits receipts for the boots purchased. Safety boots reimbursements shall be paid within a reasonable period of time from when the employee submits the receipts.

#### **D. Safety Glasses**

If an employee's Department Head determines there is a need for an employee to use safety glasses as part of their job, the employee be reimbursed up to \$400 per fiscal year for the purchase of prescription safety glasses. The employee must submit a receipt (which indicates the glasses purchased are for safety). If the employee chooses a pair of prescription safety glasses in excess of \$400, they must pay the difference directly to the provider.



**E. Automobile Usage**

No employee in the unit shall be required to utilize their personal vehicle for city business as a condition of employment. An employee who does not drive their personal vehicle for City business does not qualify for an auto allowance per the City's Administrative Regulation Finance.03 Mileage Reimbursement and Automobile Allowance Policies.

**ARTICLE 14: BENEFIT PAYOFF UPON SEPARATION FROM CITY SERVICE**

**A. Vacation Pay-Off**

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

**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 (10) years of continuous service shall not be eligible to receive any pay-off for unused sick leave.

The rate of sick leave pay-off shall be calculated as follows: Three percent (3%) of accumulated sick leave per full year of service. Sick leave shall be calculated at the base rate of pay received by the employee at the time of their separation.

**C. Pay for Employees Subject to Layoff**

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

**CHAPTER 4 - WORK HOURS**

**ARTICLE 15: HOURS, WORKWEEKS AND WORK SCHEDULES**

**A. Workweek and Work Schedule**

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a 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.

1. A 5/40 schedule consists of a weekly work schedule of 5 consecutive workdays of 8 hours each.
2. A 9/80 schedule consists of alternate weeks of 4 consecutive workdays of 9 hours each, followed by 5 consecutive workdays, four of which consist of 9 hours each and 1 day of 8 hours.
3. A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 hours each.
4. With the exception of unpaid meal breaks, all work hours will be consecutive within the workday.

The Department Head retains the right to make de minimis changes to the start and end times of the employee(s) work schedule (i.e., changing the start and end time of an employee's workday by 30 minutes or less from its regularly appointed time). In addition, a Department Head may make a schedule change by changing the start time of the employee(s) work schedule (one hour or less) by giving the employee and Association at least three (3) months' notice. The City may elect to meet and confer with the Association prior to implementing such a schedule change in lieu of providing the three (3) months' notice.

Nothing shall prohibit an employee and a Department Head from agreeing to a modified work schedule.

Any other changes to an employee(s) work schedule (including, but not limited to, changing the start and end time by greater than one hour) may be made by mutual agreement of the parties. In the event a major schedule change (i.e., from a 4/10 to a 9/80 or vice versa) is proposed within a department or City wide, to which the employee(s) has objections or concerns, the SUP may request to meet and confer prior to the implementation of the new schedule and the City will meet within 14 calendar days.

#### **B. Hours of Operation**

Every general office of the City, except those to which special regulations apply, shall be kept open for business on all days of the year, except Saturdays, Sundays and holidays, continuously from 7:30 a.m. until 5:30 p.m. Employees shall be assigned a minimum of forty (40) hours per week, except in those departments operating under other Council approved schedules. .

#### **C. 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. Rest periods may not be combined with meal periods to extend an employee's meal period. The City may designate the location or locations at which rest periods may be taken.

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

**D. 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 Head or their designee.

**ARTICLE 16: OVERTIME**

**A. 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.

## **B. Earning Overtime and Assigning Overtime Work**

Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work, a) in addition to their regular work hours on a regular workday; b) on a day which is not their regular workday; or c) for working more than forty (40) hours in a workweek. If an employee uses leave on a particular workday and then works hours beyond their regular shift hours at their supervisor's request on the same day, the employee may receive overtime for those hours or, if they request to flex their hours for that day so as to not use their leave time (and it is acceptable to the employee's supervisor) no overtime will be earned.

At the beginning of each calendar year, overtime assignments will be offered based upon seniority. In an effort to equitably distribute overtime, the employee in class who has worked the least amount of overtime year to date (calendar year) shall be offered the overtime first. Then the employee with the second least amount of overtime will be offered an overtime shift and so on. If two or more employees have worked the same amount of overtime within the calendar year, overtime will be offered on the basis of seniority in class.

In the event that no one volunteers for the overtime the least senior employee in class will be required to work the overtime. At the end of each year, the amount of overtime worked will be zeroed and the first overtime assignments in the new year will be offered as reflected above.

In the event an employee has worked more than 12 consecutive hours, a determination will be made by the employee's supervisor whether or not the employee shall be allowed to continue working. If the supervisor determines that the employee cannot safely work because they have worked longer than 12 consecutive hours and has not had a reasonable rest period, the employee can be allowed to perform other work for the remaining portion of their shift and receive their regular rate of pay. If, at the direction of the supervisor, the employee is sent home for all or part of their regular work shift, they shall receive their regular pay for the hours not worked.

If it is the employee who determines that they cannot safely continue to work, they shall be permitted to leave and will be able to use vacation, compensatory time or accrued personal holiday leave for hours occurring during the employee's regular work shift.

### **C. Compensatory Time**

Employees working overtime shall receive either pay or compensatory time off (CTO). If the employee requests to earn CTO, it shall be granted, provided, however, the Department Head has discretion to deny a particular request to earn CTO only if granting the request to earn CTO would impose an unreasonable burden on the department's ability to provide services of acceptable quality or quantity for the public. The bases for any denial of the right to accrue CTO will be given to the employee in writing after the employee submits their time card, but before the time card is approved. For overtime worked on a holiday, the employee shall be granted CTO if requested and the Department does not have discretion to deny the accrual of CTO. Employees can accumulate up to 80 hours of compensatory time each calendar year. Since CTO is earned at 1.5 hours for each hour of overtime worked, 80 hours of CTO equates to 53.33 hours of overtime worked. Any CTO which employees have accrued that is still on the books at the end of each calendar year will be cashed out in January of the following year. Employees can then begin accruing CTO (to be used in the same calendar year) starting on the pay period that includes January 1.

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 MOU, 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.

## **ARTICLE 17: STANDBY AND CALL BACK**

### **A. Standby**

Employees in the unit may be required to be on standby for many different reasons. Being on standby means that the employee is required to promptly return to work after being called and be fit for duty and able to respond. Employees are not permitted to drink alcohol while on standby.

Employees on standby shall receive a cell phone from the City and will be required to respond to the call or text 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 and any additional minimal time necessary to get ready to return to work. Standby lists shall be created monthly, at least one week in advance of any standby shift by volunteers first. If there are not enough volunteers to create a list, employees will then be added to the list by inverse order of

seniority, which, for standby, is defined as time in classification. Employees will be permitted to trade standby shifts with their colleagues.

Employees required to be on standby, shall receive three (3) hours of pay per day of standby at straight-time. An employee who calls in sick for a day while on standby shall not receive standby pay for the day as they are unable to respond to a call for service.

#### **B. Call Back**

An employee called to work while off duty during hours which do not overlap their regular work hours shall receive a minimum of four (4) hours pay at time and one-half (1.5 times) the employee's regular rate of pay. 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. 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. An employee called back (outside their regular work hours) for more than four (4) hours shall receive pay at the rate of 1.5 times their regular rate of pay for each hour worked in excess of four (4).

### **CHAPTER 5 - LEAVES OF ABSENCE**

#### **ARTICLE 18: SICK LEAVE**

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

1. Accrual: Each employee shall accrue 96 hours of sick leave for 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, spouse, sibling, 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, which shall not be unreasonably withheld.

3. Sick Leave Incentive: After completion of one full 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 receive cash payment for up to 28 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 14B of this Agreement.

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 to 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.

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

## **ARTICLE 19: VACATION**

### **A. Authorization For Taking Vacation**

Employees may use accumulated vacation if approved by the employee's Department Head or designee.

### **B. Accumulation**

Employees with fourteen (14) 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 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.

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

### **C. Request To Use Vacation**

An employee entitled to vacation shall make written request in the manner and within the time directed by the Appointing Authority. Every Department Head or designee shall establish a vacation schedule for each calendar year. The vacation schedule will generally be based on employee requests 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. Vacation schedules are subject to the Department Head’s right to plan work under their control and to allow vacations when employees can be spared. Each year between November 1 and December 15 employees shall submit vacation requests for the next calendar year. The determination of which requests shall be granted shall be made by seniority with the City. Thereafter, requests shall be submitted throughout the year and the determination as to whether a request is granted or denied shall be made on a first come, first served basis. Seniority is only a factor when two or more employees request vacation at the same time. An employee with greater seniority cannot bump the vacation of a less senior employee whose vacation has already been approved. Employees shall be notified as soon as possible whether their request is approved, and if not, the employee may request alternate vacation days. Any



request submitted shall be deemed “approved” unless denied in writing within 14 calendar days of its submission.

**D. Vacation Allowances**

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to employees 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

**ARTICLE 20: 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 and 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	Fourth Thursday in November
Day after Thanksgiving	Day After Fourth Thursday in November
Christmas Day	December 25

1. Every employee whose regular work schedule is Monday through Friday will observe holidays as follows:
  - a. If the holiday falls Monday through Friday, the employee will be granted a paid day off on the day on which the holiday falls.

- b. If an employee is required to work on a holiday, the employee will be paid for the holiday, plus paid either 1½ times their regular rate of pay for the hours actually worked on the holiday or compensatory time at 1½ times the hours actually worked, at the employee's discretion subject to the maximum cap on accrual of compensatory time of 40 hours.
    - c. 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 holiday pay. 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. Department Heads or designees will not act unreasonably in granting requests to use floating holidays. Employees may accrue up to four (4) floating holidays. If an employee has four (4) 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 four (4). Per Labor Code section 227.3, floating holiday hours cannot be cashed out at any time. Upon movement to another bargaining unit employees will retain their floating holidays and will accrue further floating holidays according to the terms of that other unit's MOU..
  2. If the January 1, June 19, July 4, November 11 and December 25 holidays fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on a Sunday, the following Monday shall be considered the holiday. Employees whose work schedule is different from the Monday through Friday schedule, shall receive holiday benefits in the following manner:
    - a. If the holiday falls on one of their workdays, they shall be given that day off with pay, if possible.
    - b. If the holiday falls on one of their days off, they shall be given one day off during the same pay period or receive compensation for one additional day's pay at the following rates: 5/40 = eight hours, 9/80 = 9 hours and 4/10 = 10 hours.
    - c. If a holiday falls on a day on which the employee is required to work, they will be paid for the holiday, plus either 1½ times their regular rate of pay for the hours actually worked on the holiday or compensatory time off at 1½ times the hours actually worked, at the Department Head's (or designee's) discretion.
  3. All employees shall receive holiday pay for the number of hours that corresponds to their regular work day. (i.e., if the holiday falls on the employee's

8, 9 or 10 hour day, the employee shall receive 8, 9 or 10 hours of holiday pay, respectively).

4. For employees of the Library, on any other day on which the Library closes which are not listed on the holiday schedule, the employee may use vacation or compensatory time off to get paid for the day or, if approved by the employee's supervisor, come to work and perform duties approved by the employee's supervisor. An employee who has been employed for six months or less (who is not otherwise entitled to use vacation) will have the right to access vacation which has been earned (but which is not yet available for use) to be paid for all or part of the day when the Library is closed and they are unable to work.

## **B. Personal Holidays**

Upon hire, employees shall be credited with two personal holidays, which may be used within their first six months of employment. 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.

Employees shall earn personal holidays as follows: 5/40 = 16 hours, 9/80 = 18 hours, and 4/10 = 20 hours. 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 20 hours). Said holiday leave may be taken at the employees' discretion subject to supervisor and Department Head (or designee) approval. Employee shall request such holiday leave in writing. Department Heads or designees will not act unreasonably in granting requests to use personal holiday leave.

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 to a new association, 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 and additional hours per the terms of the respective MOU.

## **ARTICLE 21: 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 relations (father-in-law, brother-in-law, daughter-in-law, etc.) or registered domestic partner of the employee.

Up to a maximum of forty (40) hours of bereavement leave, per calendar year 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 (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 22: INDUSTRIAL DISABILITY LEAVE**

### **A. Salary Continuance**

All terms 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.*

1. 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 fourteen (14) calendar days. Employees shall not receive a monetary amount greater than they would receive if they had been working under normal conditions.
2. Should an injured employee's period of absence exceed fourteen (14) calendar days, payment under this article will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick leave, vacation leave and compensatory time, which when added to their 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.

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

## **B. Benefits Continuation**

If 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 or optical insurance, the employee shall receive the cafeteria plan contribution and or cash back (described in Article 9) for one month for each full year of service up to a maximum of 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 23: JURY DUTY & 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 is 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**

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 (no need to use accrued leaves) to serve as a witness.

If the employee attends any judicial or quasi-judicial proceeding to which they are a party that is unrelated to their current or past public employment, while the City will not provide paid time off to serve as a witness, the employee may use vacation, or compensatory time off for the time off to serve as a witness. If the employee attends any judicial or quasi-judicial proceeding to which they are a party that is related to their current or past public employment, they shall be allowed time off with pay (no need to use accrued leaves) to attend such proceeding.

All fees to which the employee is entitled by law for serving as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding shall be paid (less transportation allowance, if any) to the City.

#### **ARTICLE 24: 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. Approval of leave for the Professional Development Program of article 25 is an exception to this article.

**ARTICLE 25: PROFESSIONAL DEVELOPMENT PROGRAM - SABBATICAL LEAVE**

A Professional Development leave of absence (sabbatical leave) program shall be established with the following privileges and restrictions:

The granting of sabbatical leaves shall be at the sole discretion of the City Manager and not subject to a challenge, appeal, or grievance if denied.

A Professional Development leave shall be at the employee's expense. Employees may elect to use paid accrued leave (with the exception of sick leave) at their option to receive compensation while on a leave of absence under this article. If no leave is used, the leave will be without pay. In addition, if this leave is granted, the employee shall be responsible for paying for all expenses associated with the leave.

Approval of requests for sabbatical leave shall be based on the following criteria:

1. Content of a leave program with a basic requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to their City employment.
2. A plan for maintaining work continuity of the employee's duties and responsibilities during their absence, with emphasis placed on development of subordinates through training assignments.
3. Coordination with departmental priorities and workload.
4. Employee's performance record.

Sabbatical leaves shall be restricted to one (1) leave, up to ninety (90) calendar days, for each employee each five (5) years, with not more than five (5) employees in the unit participating in any one (1) year.

Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing their activities prior to final approval of such programs.

Typical Sabbatical Leave Programs might include internships, on-loan programs, educational programs, travel study programs, or authorship sabbaticals.

**CHAPTER 6 - EMPLOYER-EMPLOYEE RELATIONS**

**ARTICLE 26: 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 27: 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.

The management and the direction of the work force of the City are vested exclusively in the City, and nothing in the 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; the right to hire, promote, demote, transfer, assign, schedule and retain employees in positions within the City; subject to the rules and regulations of the City; suspend 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, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

**ARTICLE 28: CONTRACTING OUT**

**A. Bargaining Obligation and RFP's**

The City may wish to contract out work which is currently performed by bargaining unit members. If the City believes that existing members of the bargaining unit cannot perform work it needs completed due to the volume of such work or the timing in which it needs to be completed and therefore it needs to contract out for the performance of such work, it may request that the Association meet and confer as follows:

The Association agrees to meet and confer with the City within ten days of being requested to do so. The parties may mutually agree to a date beyond ten days. The purposes of the meeting(s) will be to determine if existing employees can perform any or all of the work for which the City needs in order to determine an accurate scope of the work for which it needs to contract out.

Following such meetings, if the City intends to contract out any work currently performed by bargaining unit members, the City agrees to inform the Association of its intention in writing.

Whether or not the City requests that the Association participate in meeting(s) as described above, if the City determines that it needs to proceed with the contracting out of bargaining unit work, it will provide the President of the Association with any Request for Proposal (RFP) submissions (if an RFP was sought) or responses from contractors showing the scope or work they will perform and the cost. The documents will be provided to the President of the Association within one calendar week of the last day to provide responses for the bidding of the



work. The Association agrees that it has ten (10) calendar days (until 5:00 p.m. on the 10<sup>th</sup> calendar day) from receipt of the documents to advise the City (by email) that it wishes to meet and confer over the City's intended action. The parties also agree that the meet and confer process will begin within fifteen (15) calendar days from the date the City provides the Association with the written responses from the potential contractors.

#### **B. Emergency Contracting Out Not Requiring Meet and Confer**

An emergency permitting the City to contract out bargaining unit work without meeting and conferring with the Association can be declared only by the City Manager or if they are absent, the person authorized to act on their behalf. An emergency occurs when bargaining unit work cannot be provided by existing employees without endangering public health and/or the fiscal viability of the City. If work during a period of declared emergency can be provided by existing employees on an overtime basis in a manner that doesn't endanger public health or the fiscal viability of the City, it shall be performed by such existing employees on an overtime basis. An emergency can also be declared when due to a sudden, unexpected event that is beyond the City's control the short-term workload of bargaining unit work cannot be performed by existing employees. In such event an emergency can be called, but is limited to a period of 120 days.

### **ARTICLE 29: ASSOCIATION RELATED BUSINESS**

#### **A. Association Representatives**

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

#### **B. Association Business Time Off**

The City shall allow the Association's Board, or a representative of their choice, 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. This may include, but is not limited to, attendance at Grievance Procedure meetings, to represent an employee in a disciplinary matter, and to attend Board meetings and training.

In addition, members of the bargaining team, prior to and during negotiations for a successor MOU, shall be granted reasonable release time. This includes reasonable release time to meet and confer with the Association's representative prior to a formal request to negotiate, in order to discuss contract enhancements and/or to craft a bargaining proposal package.

Employees must track their use of Association Business Time Off in the City's timekeeping system by using appropriate payroll codes so that the City can keep accurate, ongoing records of the amount of leave used for the year at any time.

### **C. Use of City Facilities**

Representatives of the Association may use City facilities for general membership or Board 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 the approval of the Department Head or designee.

### **D. 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 SUP 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 biweekly by the City to the SUP. This authorization shall remain in full force and effect until and so long as the SUP remains a formally recognized employee organization in the City. It is the responsibility of the SUP to advise the City of new employees who authorize dues deductions. Such deductions will be made on a prospective basis.

### **E. Bulletin Boards**

SUP may post no more than two (2) SUP documents at any one time on City bulletin boards, provided that such documents are not of a political or controversial nature, or anything reflecting adversely upon the City, its employees, or any labor organization representing any employees of the City as determined by the City Manager.

## **ARTICLE 30: GRIEVANCE PROCEDURE**

The City and SUP 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 SUP 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 SUP) knew or should have known of the occurrence.

### C. Grievance Procedure

The parties acknowledge that a grievance procedure is beneficial to resolve MOU disputes. It includes the following steps:

1. Step 1– Communication with the Human Resources Department: Whenever an employee or SUP believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, the employee or SUP 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 SUP 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 SUP representative.
2. Step 2 – Advisory Arbitration: If the employee or SUP 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 SUP may move the grievance to advisory arbitration. To do so, the employee or SUP 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 SUP 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) calendar days, send a letter to the grievant (either the employee or SUP) 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 split equally between the City and the grievant. If the employee is pursuing a grievance without the support of the SUP, 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, SUP (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 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 a written decision and send such decision to the Human Resources Department. The Human Resources Department shall provide copies of the decision to the grievant and the applicable Department Head. 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 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 arbitrator's recommendation, the brief statements (if any) on the arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the arbitrator.

### **ARTICLE 31: 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.

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 SUP 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 SUP 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 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 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 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 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 him/herself, and the court reporter shall be split equally between the City and the SUP unless SUP 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.

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the arbitrator'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 arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the 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 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 arbitrator's recommendation, the brief statement (if any) on the arbitrator's recommendation submitted by the parties to the City Manager and the evidence, both documentary and testimonial, and 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 32: PERSONNEL FILES**

The City shall maintain only one personnel file for each employee. The personnel file shall be located in the City's Human Resources Department.

Employees shall be entitled to review the content of their personnel file (with the exception of background investigation material or any other document received in the hiring process that the City does not wish to provide the employee access to) at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular hours of the Human Resources Department. No comments adverse to the interest of an employee, including but not limited to counseling, discipline, evaluation or performance

documentation shall be placed in an employee's official personnel file without having first been shown to the employee, who shall be provided with a copy of said document upon request. An employee may prepare a written response to any such material and such response shall be filed with the original material.

### **ARTICLE 33: JOB DESCRIPTIONS**

The parties acknowledge that there is an occasional need to modify job descriptions or create new job descriptions for new or existing jobs to reflect current duties and changing ways of doing business. To that end, the City shall provide SUP with copies of proposed job descriptions or changes to existing job descriptions at least twelve (12) calendar days in advance of actually changing the job description or implementing a new job description. Within that 12 day period SUP will have the right to provide input in writing regarding the City's proposed changes. SUP's written response will include the specific changes it desires to the proposed job description and must be received within twelve (12) calendar days of receiving the proposed job description from the City. In addition to providing the written response, the Association may also request that the City meet and confer over the title of the classifications (if it is changing or is new) as well as the compensation, hours and other terms and conditions of employment. The Association must articulate its desire to meet and confer over the title, compensation, hours or other terms and conditions of employment within the same 12 day period from which it receives the proposed new or modified job description.

If the Association does request to meet and confer over title, compensation and other terms and conditions of employment it shall make itself reasonably available to do so. SUP must make itself available to meet within seven (7) calendar days. If SUP does not make itself available to meet or does not wish to meet within seven (7) calendar days, the City will implement its proposed changes to the job description.

The City values the need and desire for all employees to be aware of new job openings and to have the ability to apply for those positions. The City agrees to notify SUP when openings occur.

### **ARTICLE 34: ADMINISTRATIVE CODE & PERSONNEL RULES AND REGULATIONS**

The parties agree that if the City wishes to modify any provision of the Administrative Code and/or Personnel Rules and Regulations which is within the scope of bargaining, SUP agrees to promptly come to the table to meet and confer over proposed changes.

### **ARTICLE 35: 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 this MOU shall remain in full force and effect. In the event of such invalidation, the City and SUP shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

**FOR THE SUPERVISORS ASSOCIATION OF BEVERLY HILLS**

<u>Harry Kalindjian</u> Harry Kalindjian	<u>January 16, 2024   09:08 PST</u> Date
<u>Francisco Victoria</u> Frank Victoria	<u>January 16, 2024   08:03 PST</u> Date
<u>David Hillyer</u> David Hillyer	<u>January 14, 2024   07:25 PST</u> Date
<u>Octavio Morales</u> Octavio Morales	<u>January 16, 2024   07:16 PST</u> Date
<u>Jeffrey Bartizal</u> Jeffrey Bartizal	<u>January 16, 2024   09:30 PST</u> Date

**FOR THE CITY OF BEVERLY HILLS**

<u>Shelley Ovrom</u> Shelley Ovrom	<u>January 16, 2024   11:15 PST</u> Date
<u>Kirsten Rowe</u> Kirsten Rowe	<u>January 16, 2024   09:43 PST</u> Date
<u>Tatiana Szerwinski</u> Tatiana Szerwinski	<u>March 6, 2024   13:39 PST</u> Date
<u>Peter Brown</u> Peter Brown	<u>January 16, 2024   12:54 PST</u> Date



City Council Approved: December 5, 2023

**EXHIBIT "A"**

**LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION**

- Central Storeroom Supervisor
- Customer Services Supervisor
- Drainage System Supervisor
- Facilities Maintenance Supervisor
- Field Supervisor
- Fleet Supervisor
- General Park Maintenance Supervisor
- Market Manager
- Park Ranger Supervisor
- Park Services Supervisor
- Parking Supervisor
- Parking Technician Supervisor
- Permit Center Supervisor
- Recreation Supervisor
- Reprographics Supervisor
- Senior Recreation Supervisor
- Solid Waste and Storm Water Operations Supervisor
- Special Events and Filming Coordinator
- Street Maintenance Supervisor
- Supervising Public Works Inspector
- Traffic Signal and Street Lighting Supervisor
- Video Production Supervisor

- Water System Production/Operations Supervisor
- Water System Supervisor

**EXHIBIT "B"****SUPERVISORS' 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>
3575	Central Storeroom Supervisor	600-G-75	\$6,436.95	\$6,790.89	\$7,164.48	\$7,558.46	\$7,974.10
6175	Customer Services Supervisor	600-H-01	\$6,765.33	\$7,137.38	\$7,529.91	\$7,944.01	\$8,380.97
3650	Drainage System Supervisor	600-H-15	\$7,776.51	\$8,204.29	\$8,655.45	\$9,131.53	\$9,633.81
3707	Facilities Maintenance Supervisor	600-H-15	\$7,776.51	\$8,204.29	\$8,655.45	\$9,131.53	\$9,633.81
3655	Field Supervisor	600-H-15	\$7,776.51	\$8,204.29	\$8,655.45	\$9,131.53	\$9,633.81
3560	Fleet Supervisor	600-H-18	\$8,012.14	\$8,452.86	\$8,917.66	\$9,408.19	\$9,925.73
3735	General Park Maintenance Supervisor	600-H-36	\$9,583.71	\$10,110.88	\$10,666.95	\$11,253.59	\$11,872.49
5575	Market Manager	600-H-04	\$6,970.29	\$7,353.66	\$7,758.11	\$8,184.84	\$8,635.05
3745	Park Ranger Supervisor	600-H-07	\$7,181.56	\$7,576.48	\$7,993.25	\$8,432.76	\$8,896.65
3740	Park Services Supervisor	600-H-20	\$8,173.21	\$8,622.70	\$9,096.97	\$9,597.32	\$10,125.25
3590	Parking Supervisor	600-G-75	\$6,436.95	\$6,790.89	\$7,164.48	\$7,558.46	\$7,974.10
3595	Parking Technician Supervisor	600-H-19	\$8,092.35	\$8,537.43	\$9,006.94	\$9,502.42	\$10,024.99
5005	Permit Center Supervisor	600-H-10	\$7,399.17	\$7,806.09	\$8,235.42	\$8,688.41	\$9,166.37
5535	Recreation Supervisor	600-H-02	\$6,832.95	\$7,208.77	\$7,605.25	\$8,023.66	\$8,464.73
4600	Reprographics Supervisor	600-G-77	\$6,566.30	\$6,927.42	\$7,308.46	\$7,710.40	\$8,134.44
5530	Senior Recreation Supervisor	600-H-20	\$8,173.21	\$8,622.70	\$9,096.97	\$9,597.32	\$10,125.25
3625	Solid Waste and Stormwater Operations Supervisor	600-H-15	\$7,776.51	\$8,204.29	\$8,655.45	\$9,131.53	\$9,633.81
5570	Special Events and Filming Coordinator	600-H-15	\$7,776.51	\$8,204.29	\$8,655.45	\$9,131.53	\$9,633.81
3645	Street Maintenance Supervisor	600-H-17	\$7,932.80	\$8,369.21	\$8,829.35	\$9,315.11	\$9,827.43
5130	Supervising Public Works Inspector	600-H-38	\$9,776.25	\$10,314.08	\$10,881.40	\$11,479.66	\$12,111.02

3658	Traffic Signal and Street Lighting Supervisor	600-H-31	\$9,118.58	\$9,620.06	\$10,149.17	\$10,707.47	\$11,296.29
4557	Video Production Supervisor	600-H-12	\$7,547.83	\$7,962.98	\$8,400.90	\$8,862.99	\$9,350.44
3510	Water System Production/Operations Supervisor	600-H-31	\$9,118.58	\$9,620.06	\$10,149.17	\$10,707.47	\$11,296.29
3503	Water System Supervisor	600-H-36	\$9,583.71	\$10,110.88	\$10,666.95	\$11,253.59	\$11,872.49

**SUPERVISORS' 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>
3575	Central Storeroom Supervisor	600-G-75	\$6,726.61	\$7,096.48	\$7,486.88	\$7,898.59	\$8,332.93
6175	Customer Services Supervisor	600-H-01	\$7,069.77	\$7,458.56	\$7,868.75	\$8,301.49	\$8,758.11
3650	Drainage System Supervisor	600-H-15	\$8,126.46	\$8,573.49	\$9,044.94	\$9,542.44	\$10,067.33
3707	Facilities Maintenance Supervisor	600-H-15	\$8,126.46	\$8,573.49	\$9,044.94	\$9,542.44	\$10,067.33
3655	Field Supervisor	600-H-15	\$8,126.46	\$8,573.49	\$9,044.94	\$9,542.44	\$10,067.33
3560	Fleet Supervisor	600-H-18	\$8,372.69	\$8,833.24	\$9,318.96	\$9,831.56	\$10,372.38
3735	General Park Maintenance Supervisor	600-H-36	\$10,014.97	\$10,565.87	\$11,146.96	\$11,760.00	\$12,406.75
5575	Market Manager	600-H-04	\$7,283.95	\$7,684.58	\$8,107.22	\$8,553.15	\$9,023.63
3745	Park Ranger Supervisor	600-H-07	\$7,504.73	\$7,917.43	\$8,352.95	\$8,812.24	\$9,297.00
3740	Park Services Supervisor	600-H-20	\$8,541.01	\$9,010.73	\$9,506.34	\$10,029.20	\$10,580.88
3590	Parking Supervisor	600-G-75	\$6,726.61	\$7,096.48	\$7,486.88	\$7,898.59	\$8,332.93
3595	Parking Technician Supervisor	600-H-19	\$8,456.51	\$8,921.62	\$9,412.26	\$9,930.03	\$10,476.11
5005	Permit Center Supervisor	600-H-10	\$7,732.13	\$8,157.36	\$8,606.02	\$9,079.39	\$9,578.85
5535	Recreation Supervisor	600-H-02	\$7,140.43	\$7,533.16	\$7,947.49	\$8,384.72	\$8,845.64
4600	Reprographics Supervisor	600-G-77	\$6,861.78	\$7,239.16	\$7,637.34	\$8,057.37	\$8,500.49
5530	Senior Recreation Supervisor	600-H-20	\$8,541.01	\$9,010.73	\$9,506.34	\$10,029.20	\$10,580.88
3625	Solid Waste and Stormwater Operations Supervisor	600-H-15	\$8,126.46	\$8,573.49	\$9,044.94	\$9,542.44	\$10,067.33
5570	Special Events and Filming Coordinator	600-H-15	\$8,126.46	\$8,573.49	\$9,044.94	\$9,542.44	\$10,067.33
3645	Street Maintenance Supervisor	600-H-17	\$8,289.77	\$8,745.82	\$9,226.67	\$9,734.29	\$10,269.67
5130	Supervising Public Works Inspector	600-H-38	\$10,216.19	\$10,778.22	\$11,371.07	\$11,996.25	\$12,656.02
3658	Traffic Signal and Street Lighting Supervisor	600-H-31	\$9,528.92	\$10,052.96	\$10,605.88	\$11,189.31	\$11,804.62

4557	Video Production Supervisor	600-H-12	\$7,887.48	\$8,321.32	\$8,778.94	\$9,261.82	\$9,771.21
3510	Water System Production/Operations Supervisor	600-H-31	\$9,528.92	\$10,052.96	\$10,605.88	\$11,189.31	\$11,804.62
3503	Water System Supervisor	600-H-36	\$10,014.97	\$10,565.87	\$11,146.96	\$11,760.00	\$12,406.75

**SUPERVISORS' 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>
3575	Central Storeroom Supervisor	600-G-75	\$7,029.31	\$7,415.82	\$7,823.79	\$8,254.03	\$8,707.91
6175	Customer Services Supervisor	600-H-01	\$7,387.91	\$7,794.20	\$8,222.85	\$8,675.06	\$9,152.22
3650	Drainage System Supervisor	600-H-15	\$8,492.15	\$8,959.29	\$9,451.97	\$9,971.85	\$10,520.36
3707	Facilities Maintenance Supervisor	600-H-15	\$8,492.15	\$8,959.29	\$9,451.97	\$9,971.85	\$10,520.36
3655	Field Supervisor	600-H-15	\$8,492.15	\$8,959.29	\$9,451.97	\$9,971.85	\$10,520.36
3560	Fleet Supervisor	600-H-18	\$8,749.46	\$9,230.74	\$9,738.31	\$10,273.98	\$10,839.14
3735	General Park Maintenance Supervisor	600-H-36	\$10,465.65	\$11,041.33	\$11,648.57	\$12,289.20	\$12,965.05
5575	Market Manager	600-H-04	\$7,611.73	\$8,030.38	\$8,472.05	\$8,938.04	\$9,429.69
3745	Park Ranger Supervisor	600-H-07	\$7,842.45	\$8,273.71	\$8,728.83	\$9,208.79	\$9,715.36
3740	Park Services Supervisor	600-H-20	\$8,925.35	\$9,416.21	\$9,934.12	\$10,480.51	\$11,057.02
3590	Parking Supervisor	600-G-75	\$7,029.31	\$7,415.82	\$7,823.79	\$8,254.03	\$8,707.91
3595	Parking Technician Supervisor	600-H-19	\$8,837.05	\$9,323.09	\$9,835.81	\$10,376.88	\$10,947.54
5005	Permit Center Supervisor	600-H-10	\$8,080.07	\$8,524.44	\$8,993.29	\$9,487.96	\$10,009.90
5535	Recreation Supervisor	600-H-02	\$7,461.75	\$7,872.15	\$8,305.12	\$8,762.04	\$9,243.70
4600	Reprographics Supervisor	600-G-77	\$7,170.56	\$7,564.92	\$7,981.02	\$8,419.95	\$8,883.01
5530	Senior Recreation Supervisor	600-H-20	\$8,925.35	\$9,416.21	\$9,934.12	\$10,480.51	\$11,057.02
3625	Solid Waste and Stormwater Operations Supervisor	600-H-15	\$8,492.15	\$8,959.29	\$9,451.97	\$9,971.85	\$10,520.36
5570	Special Events and Filming Coordinator	600-H-15	\$8,492.15	\$8,959.29	\$9,451.97	\$9,971.85	\$10,520.36
3645	Street Maintenance Supervisor	600-H-17	\$8,662.81	\$9,139.38	\$9,641.87	\$10,172.34	\$10,731.80
5130	Supervising Public Works Inspector	600-H-38	\$10,675.91	\$11,263.24	\$11,882.76	\$12,536.08	\$13,225.54
3658	Traffic Signal and Street Lighting Supervisor	600-H-31	\$9,957.72	\$10,505.34	\$11,083.14	\$11,692.83	\$12,335.83



4557	Video Production Supervisor	600-H-12	\$8,242.42	\$8,695.78	\$9,174.00	\$9,678.60	\$10,210.92
3510	Water System Production/Operations Supervisor	600-H-31	\$9,957.72	\$10,505.34	\$11,083.14	\$11,692.83	\$12,335.83
3503	Water System Supervisor	600-H-36	\$10,465.65	\$11,041.33	\$11,648.57	\$12,289.20	\$12,965.05

**Certificate Of Completion**

Envelope Id: 875DB458C6F34E05BC23329CCFC1483A	Status: Completed
Subject: Complete with DocuSign: Supervisors MOU (Oct 7, 2023 - Oct 2, 2023).pdf	
Source Envelope:	
Document Pages: 57	Signatures: 9
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 5:03:11 PM	mbernocchi@beverlyhills.org	

**Signer Events**

Signer Events	Signature	Timestamp
David Hillyer dhillyer@beverlyhills.org Security Level: Email, Account Authentication (None)	<i>David Hillyer</i>  Signature Adoption: Pre-selected Style Using IP Address: 166.199.151.143 Signed using mobile	Sent: 1/12/2024 5:08:52 PM Viewed: 1/14/2024 7:24:39 AM Signed: 1/14/2024 7:25:58 AM

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

Francisco Victoria fvictoria@beverlyhills.org Security Level: Email, Account Authentication (None)	<i>Francisco Victoria</i>  Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.169	Sent: 1/12/2024 5:08:53 PM Viewed: 1/16/2024 7:53:34 AM Signed: 1/16/2024 8:03:34 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Harry Kalindjian hkalindjian@beverlyhills.org Fleet Supervisor Security Level: Email, Account Authentication (None)	<i>Harry Kalindjian</i>  Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.177	Sent: 1/12/2024 5:08:52 PM Viewed: 1/12/2024 5:50:17 PM Signed: 1/16/2024 9:08:33 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeffrey Bartizal jbartizal@beverlyhills.org Supervising Public Works Inspector Security Level: Email, Account Authentication (None)	<i>Jeffrey Bartizal</i>  Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.169	Sent: 1/12/2024 5:08:53 PM Viewed: 1/16/2024 9:28:44 AM Signed: 1/16/2024 9:30:20 AM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Octavio Morales  omorales@beverlyhills.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Octavio Morales</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.245.189.169</p>	<p>Sent: 1/12/2024 5:08:54 PM  Viewed: 1/16/2024 7:09:02 AM  Signed: 1/16/2024 7:16:03 AM</p>
<p>Kirsten Rowe  krowe@beverlyhills.org  Asst Director of Human Resources  City of Beverly Hills  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Kirsten Rowe</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.245.189.166</p>	<p>Sent: 1/16/2024 9:30:23 AM  Viewed: 1/16/2024 9:43:12 AM  Signed: 1/16/2024 9:43:24 AM</p>
<p>Peter Brown  pbrown@lcwlegal.com  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Peter Brown</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 128.177.30.34</p>	<p>Sent: 1/16/2024 9:30:23 AM  Viewed: 1/16/2024 12:54:00 PM  Signed: 1/16/2024 12:54:14 PM</p>
<p>Shelley Ovrom  sovrom@beverlyhills.org  Director of Human Resources  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Shelley Ovrom</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 172.56.121.227  Signed using mobile</p>	<p>Sent: 1/16/2024 9:30:24 AM  Viewed: 1/16/2024 11:15:16 AM  Signed: 1/16/2024 11:15:40 AM</p>
<p>Tatiana Szerwinski  tszerwinski@beverlyhills.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Tatiana Szerwinski</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 198.245.189.166</p>	<p>Sent: 1/16/2024 9:30:24 AM  Resent: 2/29/2024 11:40:37 AM  Resent: 3/1/2024 12:26:01 PM  Resent: 3/4/2024 4:18:43 PM  Resent: 3/6/2024 1:24:27 PM  Viewed: 3/6/2024 1:39:34 PM  Signed: 3/6/2024 1:39:51 PM</p>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	3/6/2024 1:39:34 PM
Signing Complete	Security Checked	3/6/2024 1:39:51 PM
Completed	Security Checked	3/6/2024 1:39:51 PM

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