



## AGENDA REPORT

**Meeting Date:** September 2, 2008

**Item Number:** F-4

**To:** Honorable Mayor & City Council

**From:** Sandra Olivencia-Curtis, Assistant Director of Administrative Services/Human Resources

**Subject:** RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS FOR PAYING AND REPORTING TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR POLICE SAFETY EMPLOYEES IN THE POLICE MANAGEMENT ASSOCIATION; AND,

ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BEVERLY HILLS POLICE MANAGEMENT ASSOCIATION (PMA) AND THE CITY OF BEVERLY HILLS AND IMPLEMENTATION OF THE COMPENSATION PLAN FOR SWORN MANAGEMENT POLICE EMPLOYEES

**Attachments:**

1. Resolution
2. Annotated Version of Memorandum of Understanding
3. 2007-2011 Memorandum of Understanding (MOU)

---

### **RECOMMENDATION**

Staff recommends approval of the attached resolution and memorandum of understanding between the City of Beverly Hills and the Beverly Hills Police Management Association (PMA) including the implementation of the new pay and report of Employer Paid Member Contributions benefit for sworn police employees in the PMA.

### **INTRODUCTION**

The PMA represents the Police Management including Police Lieutenants and Police Captains. The last Memorandum of Understanding expired at the end of September 2007. Representatives of the PMA and the City, having met and conferred in good faith since October 2007 have developed the attached new Memorandum of Understanding (MOU). The new agreement has a term of four years from September 29, 2007 to October 7, 2011. The term of this agreement has been set to coincide with the City's payroll cycle.

One new item provided in the MOU, which requires Council action in a separate implementing resolution, is the new pay and report of Employer Paid Member Contributions benefit. Therefore, a pay and report of Employer Paid Member Contributions resolution is also attached for approval.

### **DISCUSSION**

The significant changes in the MOU from the previous agreement are listed below:

1. Term of the new MOU is September 29, 2007 to October 7, 2011.
2. Salary increase of 3% effective September 29, 2007.
3. New pay and report of Employer Paid Member Contributions benefit effective September 29, 2007. The PMA decided to forgo a raise of 3% to gain this benefit which will be included in the calculation of Total Compensation.
4. Salary increase of 3.5% effective September 27, 2008.
5. Salary increase of 2.75% effective September 26, 2009.
6. Potential salary increase effective September 25, 2010, which will be based on a survey of total compensation of other agencies. Generally, any increase will set the salary so that members' total compensation will be 1% above the total compensation of the highest survey agency.
7. Maximum vacation accumulation was increased from 400 hours to 432 hours.
8. Five accumulated vacation days will be permitted to be used during holidays when an employee is on vacation.
9. Term life insurance coverage was increased from \$50,000 to \$100,000.
10. New administrative appeal process for minor punitive actions.

In addition to the listed changes, the MOU was modified to reflect current laws, correct titles, and improve the document's clarity.

### **FISCAL IMPACT**

The MOU will result in an increase in compensation-related costs to the City of approximately \$540,970 for the four-year term.

Sandra Olivencia-Curtis

Human Resources Approval

Scott G. Miller

Finance Approval

# **Attachment 1**

## Resolution

RESOLUTION NO. 08-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF  
BEVERLY HILLS FOR PAYING AND REPORTING TO  
THE CALIFORNIA PUBLIC EMPLOYEES'  
RETIREMENT SYSTEM THE VALUE OF EMPLOYER  
PAID MEMBER CONTRIBUTIONS FOR POLICE  
SAFETY EMPLOYEES IN THE POLICE  
MANAGEMENT ASSOCIATION

WHEREAS the Council of the City of Beverly Hills (the "Council") has the authority to implement Government Code Section 20636(c)(4) pursuant to Government Code Section 20691;

WHEREAS, the City of Beverly Hills has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the City of Beverly Hills of a resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the City of Beverly Hills has identified the following conditions for the purpose of its election to pay EPMC:

(1) This benefit shall apply to Police Safety Employees in the Police Management Association bargaining unit.

(2) This benefit shall consist of the City paying one hundred percent (100%) of the normal contributions as EPMC, and reporting the same percent (value) of

compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation.

(3) This benefit shall be retroactive to the effective date of the Police Management Association Memorandum of Understanding, which is September 29, 2007. Said Memorandum of Understanding was approved by the City Council at the same time this Resolution was adopted.

NOW THEREFORE, the Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The City of Beverly Hills hereby elects to pay and report the value of EPMC, as set forth in the recitals above.

Section 2. The Chief Financial Officer or his/her designee shall oversee the City's compliance with this resolution.

Section 3. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

Adopted:

CITY OF BEVERLY HILLS  
A Municipal Corporation

---

BARRY BRUCKER  
Mayor of the City of  
Beverly Hills, California

[Signatures continue]

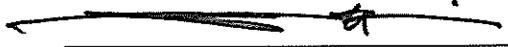
ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

## **Attachment 2**

### Annotated Version of Memorandum of Understanding

Formatted: Font: Times New Roman

Proposal # 4 July 24, 2008

**MEMORANDUM OF UNDERSTANDING  
(BEVERLY HILLS POLICE MANAGEMENT ASSOCIATION)**

Formatted: Font: Times New Roman, Bold

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, Bold

Formatted: Font: Times New Roman

The Beverly Hills Police Management Association, a formally recognized employee organization, representing all Police Captains and Police Lieutenants (hereinafter "police management employees"), and duly authorized representative of the management of the City of Beverly Hills, (hereinafter "City") have met and conferred in good faith; freely exchanging information, opinions and proposals, and have reached the following understanding on matters within the scope of representation;

Now, therefore, the parties agree and mutually recommend to the City Council of the City of Beverly Hills (hereinafter "City Council") the following for its determination:

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

Formatted: Font: Times New Roman

The City recognizes that certain past practices may be identified during the term of this agreement which should have been included in this document but, due to inadvertent omission, are not set forth herein. Mutual agreement between the parties shall be necessary to implement change to such past practices. All other practices, policies and procedures affecting wages, hours and working conditions may be changed only after a meet and confer process has been conducted between the parties. However, the parties agree neither party may compel the other party to negotiate regarding proposed changes to any matter within the lawful scope of bargaining (wages, hours and other terms and conditions of employment) during the term of this Agreement. This is known as a "zipper clause." The City has informed the Association that it may propose a modification to Article 5 (MEDICAL INSURANCE) during the term of the MOU in the form of a cafeteria plan. The Association agrees to meet and confer in good faith with the City with respect to any such proposal, provided, however, that no change to the current MOU can be accomplished without mutual agreement of the parties.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

This Memorandum of Understanding is subject to a determination and implementation by the City Council pursuant to Government Code Section 3505.1. Upon determination by the City Council pursuant to Government Code Section 3505.1, the provisions of the City Compensation Plan for police personnel (the "Plan") which are referred to herein shall be modified as set forth herein:

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman, Not Bold

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective beginning ~~October 1, 2004~~, September 29, 2007, and shall expire on ~~September 30, 2007~~. October 17, 2011.

Formatted: Font: Times New Roman

1. SALARY INCREASES

Formatted: Font: Times New Roman

The current salary schedule, which is attached hereto as Exhibit A, will be increased as follows; Effective October 1, 2004, police management employees shall receive a 6% base salary increase; effective February 1, 2005, police management employees shall receive a 6% base salary increase; effective October 1, 2005, police management employees shall receive a 4% base salary increase; and effective October 1, 2006, police management employees shall receive a 4% base salary increase.

Formatted: Font: Times New Roman, Not Bold

Formatted: Font: Times New Roman

First Year: Effective September 29, 2007, police management employees shall receive a 3.00% base salary increase.

Second Year: Effective September 27, 2008, police management employees shall receive a 3.50% base salary increase.

Third Year: Effective September 26, 2009, police management employees shall receive a 2.75% base salary increase.

Fourth Year: Effective September 25, 2010, police management employees may receive a base salary increase which will be a percentage of their existing base salaries--That percentage will be the higher of:

Field Code Changed

a) The percentage of base salary which will result in the total compensation, as later defined, of employees at top step in the classifications of Lieutenant and Captain being exactly one percent (1%) above the total compensation paid to Lieutenants and Captains, respectively (hereinafter referred to as comparable classifications), in the survey agency, as defined below, that pays the highest total compensation;

b) The percentage of base salary that would result in the total compensation of police management employees being the same percentage above that paid to comparable classifications in the highest paying survey agency, as described above, as the percentage the total compensation of employees of the City of Beverly Hills in the classification of Firefighter is above the total compensation of an employee in the classification of Firefighter in any of its survey agencies. The total compensation formula that will be utilized in making this comparison is the one to which the City and the Beverly Hills Firemen's Association have agreed in their MOU (including their agreed upon survey agencies) plus any additional elements of compensation not included in that formula which are included in the total compensation formula applicable to the comparison for police management employees as later described which are provided to employees in the classification of Firefighter during the period between October 1, 2007 and September 30, 2010; or

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

~~e) The same percentage of base salary by which the base salaries of employees in the classifications of Sergeant are increased effective September 25, 2010.~~

Under no circumstances shall there be any reduction in the base salaries of police management employees in year 4.

Total Compensation Formula: The total compensation formula agreed to between the City and the Association is very important because the parties agree that it will determine the base salaries of police management employees effective September 25, 2010 and anticipate that it will be the benchmark for future agreements. As such, agreeing on a formula to measure total compensation is relevant not only within the term of this MOU (where it will determine whether there will be a base salary increase and if so what that increase will be effective September 25, 2010) but will be useful for the parties in measuring total compensation of police management employees in future MOUs where one percent (1%) above total compensation is the benchmark which the City will strive to achieve.

In calculating the elements of total compensation set forth below, the parties agree that the possible survey agencies will be law enforcement agencies (city Police Departments or the two county Sheriff's Departments) within Los Angeles and Orange Counties. Private companies, school, community college, airport or similar police agencies shall not be included as possible survey agencies. In addition, law enforcement agencies with less than 15 sworn officers shall not be included as possible survey agencies

By October 1, 2010, the Association may provide the City with the names of up to four law enforcement survey agencies (as described in the previous paragraph) for which it wants the parties to ascertain the total compensation paid to employees at the ranks of Lieutenant and Captain, respectively (i.e., comparable classifications), at top step. The City may add as many additional survey agencies as it wants to have the total compensation of comparable classifications calculated. The parties acknowledge that it is both cost and time prohibitive to survey every possible agency in Los Angeles and Orange Counties. Thus, the parties will endeavor to determine which survey agencies they believe pay comparable classifications the highest total compensation and then run the calculation only on those agencies. After the survey agencies are chosen, the total compensation survey will be conducted by all parties during the period between October 1, 2010 and December 31, 2010 to determine the highest total compensation paid to comparable classifications among the surveyed agencies as of September 30, 2010. Although both the Association and the City may conduct their own surveys, the parties agree that the goal of the surveys is to agree on the total compensation information. If any of the chosen survey agencies is still engaged in collective bargaining negotiations as of December 31, 2010, its total compensation elements will be valued as of September 30, 2010. If any of the chosen survey agencies has concluded negotiations between September 30, 2010 and December 31, 2010 with a collective bargaining agreement that has been approved on or before December 31, 2010 by the governing body that provides for compensation increases retroactive to September 30, 2010 or an earlier date, its total compensation elements will be valued as of September 30, 2010. Any resulting salary increase (if applicable) will be retroactive to September 25, 2010.

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

The parties agree that total compensation for police management employees will include the following elements as they exist on September 30, 2010:

1) Monthly Base Salary – Top Step (First Range for Lieutenant and Captain).

2) The value of employer-paid retirement contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employer's retirement contribution rate. (For Beverly Hills the employer's retirement contribution rate is 22.74% of pensionable income effective September 30, 2007, subject to change each year based upon an actuarial study). The "PERS on PERS" benefit provided for in Article 4820(d) below will be factored in the City's retirement contribution rate on September 30, 2010.

3) The value of employer-paid member contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employee's retirement contribution rate. (For Beverly Hills, it is 9% of pensionable income).

4) Medical Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit (based on plan chosen) and dividing it by the number of members in the bargaining unit.

5) Retiree Medical Insurance: This will be determined by taking the actual amount of the monthly employer-paid premium rate or employer pre-retirement contribution for retiree medical insurance.

6) Dental Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

7) Vision Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

8) Uniform Allowance: This will be determined by taking the total monthly amount the City pays in uniform allowance and dividing it by the number of members in the bargaining unit.

9) Long Term Disability Benefits: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

10) Life Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

11) Deferred Compensation: This will be determined by taking the monthly employer-paid deferred compensation amounts provided to Lieutenants and Captains.

12) Vacation: This will be determined by taking the monthly vacation accrual for an eighth year employee and multiplying that number by the hourly base salary amount for a top step first range Lieutenants and Captains.

13) Holiday Pay: This will be determined by the average number of hours paid per month per employee in holiday pay multiplied by the hourly base salary amount for a top step first range Lieutenants and Captains.

14) Average Extra Pay Per Lieutenant and Captain: This will be determined by adding all the additional pays per Lieutenant and Captains (paid on an annual basis and then divided by 12 to determine the monthly amount) and dividing that amount by the number of Lieutenants and Captains in the unit. Cash out of paid leave benefits shall not be included.

15) The value of premium overtime compensation: This will be determined by taking the total premium overtime compensation paid to Lieutenants and Captains, respectively, during the preceding twelve month period and dividing it by the number of Lieutenants and Captains, respectively, and then dividing that quotient by twelve to secure a monthly average.

Formatted: Font: Times New Roman

## 2. APPOINTMENT & ADVANCEMENT

Formatted: Justified

### A. Management Advancement

Formatted: Font: Times New Roman

Employees promoted to Lieutenant shall be placed at the Management pay scale L-54 Step 5 or at least a minimum 5.5% higher than their Sergeant pay scale, (including deferred compensation and bonus calculation). At each anniversary date thereafter, the Lieutenant will receive a pay step increase of 2.75% until the Lieutenant reaches L-57 Step 5.

A Lieutenant promoted to Captain who is at top step Lieutenant salary, shall be placed at salary grade Q62-Step 5. A Lieutenant who is not at top step Lieutenant salary and who is promoted to Captain shall receive a minimum 5.5% higher than his/her Lieutenant pay. On his or her anniversary date, the Captain will receive a pay step increase of 2.75% until the Captain reaches Q62 Step 5.

Police Captains and Lieutenants shall maintain 40 hour minimum annual level of training in Police Administration, Public Administration, Police Management, or a related field. This training can include job related courses such as seminars or other approved training. Prior approval shall be granted by the Chief of Police.

Formatted: Font: Times New Roman

### B. Effective Date Of Increase

Formatted: zzmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Approved salary step increases shall be effective on the first day following following of the pay period that begins closest to the satisfactory completion of the probation period (in the promoted into position) and on every subsequent anniversary date, (i.e., the effective date of the promotion to Lieutenant or Captain).

Formatted: Font: Times New Roman

C. Separation Of Rank

The differential between Police Lieutenant and Police Captain shall be no less than 12%. The calculation of this differential between Lieutenants and Captains, shall include base pay level at 5<sup>th</sup> step, (using L-54 for Lieutenant and Q-58 for Captain) the City's contribution to deferred compensation and the City's contribution to flexible benefits.

Formatted: Font: Times New Roman

The differential between Police Sergeant and Police Lieutenant, at the base pay level of the 6th step Sergeant and the base pay level of 5<sup>th</sup> step Police Lieutenant shall be no less than 19%. The calculation of this differential between Sergeant and Lieutenant shall include base pay level at 5<sup>th</sup> step and the City's contribution to deferred compensation for both Sergeants and Lieutenants.

Formatted: Font: Times New Roman

~~This provision shall be subject to the provisions of Article 10.~~

Formatted: Font: Times New Roman

D. Special Merit Advancement

The City Manager may authorize the advancement of an employee to any step within the prescribed schedule for that employee's current position, upon written recommendation of the Appointing Authority, as submitted to the Assistant Director of Administrative Services/Human Resources Services. Such salary increases shall be effective on the first day of the pay period following the approval of the City Manager if not otherwise specified by the City Manager. A special salary advancement shall affect the anniversary date of an employee, causing it to change to the effective date of the special latest increase.

Formatted: Font: Times New Roman

E. Salary Schedule Adjustment

~~The City Manager may adjust any management salary schedule set forth in this Compensation Plan not more than 5.5%. Such adjustment may or may not affect the individual's salary.~~

Formatted: Font: Times New Roman

EF. Superior-Subordinate Relationships

Formatted: Font: Times New Roman

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

In such a relationship, a superior shall be paid a monthly salary rate above his/her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

is being paid to his/her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his/her subordinates.

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

Monthly salary 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 paid to a position.

EG. Acting Time

Formatted: Font: Times New Roman

Every sworn Police Management employee temporarily assigned to a classification higher than his/her regularly assigned classification shall receive acting time compensation while so assigned to the higher position.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

This amount shall be at least 5.5% above his/her present monthly base monthly salary, provided that this additional amount shall not exceed the fifth step nor be lower than the first step of pay scale for the the higher classification. The Assistant Director of Administrative Services/Human Resources Services and the City Manager shall approve acting time requests.

Formatted: Font: Times New Roman

To be eligible for acting time compensation pay, the employee has to meet the criteria for the higher classification and be capable of performing those specific tasks which he/she will be performing during this acting time and which differentiates it from the lower classifications.

Police Management employees temporarily assigned to a higher classification position and receiving acting time compensation pay shall not acquire status or credit for service in the higher classification and may be returned to their regular classification position at any time.

Formatted: Font: Times New Roman

The superior-subordinate relationship salary adjustment shall not be affected as a result of the application of acting-time pay.

**3. POLICE LIEUTENANT ASSIGNMENT BONUSES**

Formatted: Font: Times New Roman

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

The Police Lieutenant regularly assigned as the Detective Division Commander shall receive a bonus of 2.75% of base salary. This bonus ~~No special adjustments authorized by this section shall not become effective until an official personnel transaction form authorizing the bonus adjustment is approved by the Assistant Director of Administrative Services/ Human Resources Services. Special salary adjustments, except those designated as special assignment, such as~~

**POLICE MANAGEMENT ASSOCIATION**

Formatted: Font: Times New Roman

~~detective division commander, shall not be treated as part of the base salary when overtime, or termination payoffs are involved.~~

A. Assignment Differential

Formatted: Font: Times New Roman

~~1. The Police Lieutenant regularly assigned as the Detective Division Commander shall receive a bonus of 2.75%.~~

B. Physical Fitness Bonus

~~A bonus of 2.75% shall be paid to those employees having qualified for level two of the departmental physical fitness program; an additional 2.75% shall be paid to those employees who qualify for level three of said program. If an employee fails to requalify under this program, said bonus shall be deleted. Effective January 1, 2005, the Physical Fitness bonus shall be eliminated and all police management employees shall receive a 5.5% increase in base salary.~~

**4. RECLASSIFICATION, PROMOTION & Y-RATING**

A. Reclassification

When a position is reclassified upward, the incumbent may be appointed to that position, providing that:

1. The incumbent has held the position which was reclassified for a minimum of ninety (90) days prior to the reclassification, and
2. Said employee meets the qualifications established for the position.

If the incumbent does not meet both of the above criteria, the positions shall be filled through a recruitment process. Employees shall serve a probation period unless the reclassified position is exempt.

B. Y Rating

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

C. Promotion

Every employee who is promoted (i.e., any employee promoted to Lieutenant or Captain) shall serve a probation period as defined in the Personnel System Rules & Regulations.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

5. MEDICAL INSURANCE

A. Conversion to PERS Plan Medical Insurance

Formatted: Font: Times New Roman

The City will provide medical insurance for Police Management employees and eligible family members. Presently, Police Management employees are enrolled in the PERS Medical Insurance Plan.

The payment of ~~premiums benefits~~ toward this health insurance program will be through the administration of a flexible benefit package. The City shall pay ~~\$16.00/month the PERS statutory minimum (\$80.80/month for 2007, \$97.00/month for 2008 and yet still undetermined for 2009, 2010 and 2011,~~ on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant. In addition to the ~~\$16.00 a month PERS statutory minimum,~~ flexible benefits shall be provided as follows:

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

- 1) For active employees, the City shall pay the difference between the PERS statutory minimum, \$16.00 and the actual cost of medical insurance premiums up to full family coverage.
- 2) For employees retiring after July 1, 1989, the City shall pay the difference between the PERS statutory minimum \$16.00 and the actual cost of medical insurance premium up to two-party rate of the PORAC Plan under PERS.
- 3) For employees retiring before July 1, 1979, the City shall pay \$16.00/mo the PERS statutory minimum for PERS health insurance.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

The City will continue to provide two party coverage for Police Management employees retiring on and after July 1, 1989, as indicated above. In the event of the death of a retired employee, the City shall continue to pay the actual cost of full single party coverage for the spouse.

Formatted: Font: Times New Roman

Medical insurance coverage may be changed from the PERS plan by mutual agreement of the City and the Police Management Association.

B. Federal Health Insurance

~~If at any time in the future the federal government mandates any health insurance program that requires employer cost participation in excess of 1% of base salary, then the City reserves the right to open negotiations with the Association to consider modifying or withdrawing from the PERS plan. The City agrees to make a good faith effort to develop~~

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

**POLICE MANAGEMENT ASSOCIATION**

Formatted: Font: Times New Roman

~~a health plan alternative that is comparable to the PERS plan, provided such an alternative plan costs the City no more than the PERS plan. Nevertheless, upon completion of a "meet and confer process" up to and including impasse, the City Council reserves the right to exercise its authority under the Meyers Milius Brown Act to unilaterally adopt and implement such modification or withdrawal from the PERS plan.~~

Formatted: Font: Times New Roman, Bold

Formatted: Font: Times New Roman

**6. DENTAL INSURANCE**

The City shall contribute per employee ~~the actual cost of dental insurance up to an amount equal to 100% of the family coverage dental premium in the City dental plan. The City will pay the full premium of the dental insurance program for police management employees.~~

Formatted: Font: Times New Roman

**7. OPTICAL INSURANCE**

~~The City shall provide an optical plan to employees, the cost of which shall not exceed \$17.28 per month per employee.~~

~~The City currently offers two vision plans to employees of the City. The Police Management employees have elected to cover its members under the "Group 1" (\$10 copayments) option. "Group 1" coverage is more expensive than "Group 2" (\$10/\$10 co-payment) coverage. The City shall contribute on behalf of Police Management employees, an amount equal to the applicable "Group 2" coverage, on a monthly basis, towards the purchase of "Group 1" coverage. Police Management employees shall be responsible for the difference in monthly premiums between the City paid portion and the cost of the "Group 1" coverage. The difference shall be paid through regular payroll deduction on each payday.~~

Formatted: Font: Times New Roman

**8. LIFE INSURANCE**

~~Police Management employees shall be entitled to a Fifty One hundred thousand dollar (\$510,000) term life insurance policy under the City's life insurance program. The full premium for such policy shall be paid for by the City under the life insurance program of its choosing. Each such employee shall have the option to individually purchase additional life insurance at the City's unit cost, if available.~~

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

**9. DEFERRED COMPENSATION**

The City shall contribute \$30.00 per month on behalf of each ~~P~~olice ~~M~~anagement employee to the City's deferred compensation program.

Formatted: Font: Times New Roman

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

~~Each Ppolice Mmanagement employee shall pay to the City, through payroll deduction, \$37.02 per pay period, which represents the City's increased cost to the Public Employees' Retirement System resulting from the previous conversion to salary of the City's deferred compensation contribution.~~

Formatted: Font: Times New Roman

**10. FLEXIBLE BENEFIT**

~~Police Captains shall be eligible to receive \$1,900 each fiscal year as it applies to a flexible benefit program. The funds available under this program are noncumulative between fiscal years. Use of this program shall be for, but not limited to, the following:~~

Formatted: Font: Times New Roman

- ~~1. An annual physical examination.~~
- ~~2. Application towards medical and/or dental costs~~
- ~~3. Purchase of additional disability and/or life insurance.~~

~~In reference to Police Captains, employees in this classification may elect to convert flexible benefits to salary.~~

~~Captains who elect to convert flexible benefits to salary will not be eligible for any future flexible benefit payments unless the salary is reduced by the amount of the flexible benefits.~~

Formatted: Centered

~~Effective July 1, 2002, the Lieutenant Flex benefit was converted to salary at the base pay level 5<sup>th</sup> step. The annual Flex benefit amount of \$640 was converted as a monthly increment increase of \$53.3333. This does not affect the differential computation between Lieutenants and Captains already in place as set forth in Article 2 D.~~

**10. FLEXIBLE BENEFIT**

Formatted: Font: Times New Roman

~~Police Captains shall be eligible to receive \$1,900 each fiscal year as it applies to a flexible benefit program. The funds available under this program are noncumulative between fiscal years. Use of this program shall be for, but not limited to, the following:~~

- ~~1. An annual physical examination.~~
- ~~2. Application towards medical and/or dental costs~~
- ~~3. Purchase of additional disability and/or life insurance.~~

~~In reference to Police Captains, employees in this classification may elect to convert flexible benefits to salary.~~

~~Captains who elect to convert flexible benefits to salary will not be eligible for any future flexible benefit payments unless the salary is reduced by the amount of the flexible benefits.~~

Formatted: Font: Times New Roman

Formatted: Justified, Indent: Left: 0", First line: 0"

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

**101. HOLIDAYS**

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

A. Holidays

All Police Management employees shall be entitled to the following paid holidays if said the employee worked the regularly assigned work period or was absent on authorized paid leave the day before and the day after the holiday or was absent on authorized paid leave during said period. Police Management employees assigned to the "4-10" work schedule shall receive ten 10-hour paid holidays each year. Police Management employees assigned to a "3-12" work schedule shall receive nine 12 1/2 hour holidays each year.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

NON-PATROL

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

FLSA exempt employees appointed to the classification of Lieutenants who are assigned to Patrol- who are scheduled to work on one of the holidays listed below and who work the full scheduled shift on the actual holiday, may shall receive holiday pay of 12 1/2 hours, in addition to their predetermined salary, at the straight time hourly rate designated in the salary matrix.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

PATROL

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Each Police Management employee may elect to receive compensation for each holiday in the form of either a cash payment or time off with pay. Any such time off with pay that has not been used at the end of the calendar year in which it was earned shall be paid in cash at the same rate the employee would have received had he received full pay for using the benefit on the last day of that year.

Formatted: Font: Times New Roman

Formatted: zzmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

B. Personal Holiday

Police ~~M~~management employees shall be entitled to one additional paid holiday each fiscal year. ~~Said~~This holiday may be taken at the employee's discretion subject to his/her supervisor's and Appointing Authority's approval. The employee shall request ~~said~~the holiday in writing. ~~Said~~This holiday is non-accruable and shall not be paid for if not taken.

Formatted: Font: Times New Roman

112. VACATION

Formatted: Font: Times New Roman

A. Authorization For Taking Vacation

Upon completion of 12 months of service and approval of the ~~Chief of Police or designee~~ ~~in Appointing Authority~~, employees may take accrued vacation leave.

Formatted: Font: Times New Roman

~~An~~Police Management employee entitled to vacation leave shall make written application therefore in the manner and within the time directed by the ~~Chief of Police or designee~~ ~~Appointing Authority~~. ~~Every Appointing Authority~~ ~~The Chief of Police or designee~~ shall establish a vacation schedule for each calendar year based as much as possible upon application and seniority of the employees concerned and subject to the ~~Appointing Authority~~ ~~Chief of Police's~~ right to plan work under his/her control. He/she or ~~designee~~ shall notify ~~every~~ employees within a reasonable time whether ~~their~~his/her application is approved.

Formatted: Font: Times New Roman

B. Holidays During Vacations

When a holiday falls within an employee's vacation leave, ~~the day will count as a holiday, not vacation unless the employee elects to be compensated for the holiday in the form of a cash payment. An employee on vacation during a holiday may elect to be compensated for up to five (5) holidays per year by using vacation on the same day. - unless the employee elects to be compensated for the holiday in the form of a cash payment the leave shall be extended by the amount of the holiday time.~~

Formatted: Font: Times New Roman

C. Vacation Accumulation

Vacation credit shall be accrued by-weekly to employees at the following rates:

<u>FIRST 4 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS OF SERVICE</u>	<u>AFTER 14 YEARS OF SERVICE</u>
3.07 Hours	<del>4.6</del> 5.54 Hours	<del>6.13</del> 7.39 Hours
Bi-weekly	Bi-weekly	Bi-weekly
80 Hours/year	<del>120</del> 144 Hours/year	<del>160</del> 192 Hours/year

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

Police Management employees with more than four but not more than fourteen years of service may not accumulate more than 432 hours of vacation. Employees with 432 hours of vacation on the books will not continue to accrue vacation until their balance falls below 432 hours

Police Management employees with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 432 hours may accumulate annual vacation which will result in their balance being above 432 hours. However, if at the end of any calendar year the vacation accumulation is above 432 hours, they will not continue to accrue vacation until the balance falls below 432 hours, whereupon they will then continue to accrue vacation during that calendar year.

Formatted: Font: Times New Roman

Employees may accumulate an amount of days not exceeding those days earned and not used for a two year period. No more than 240 vacation hours may be accumulated and carried over annually. The vacation accrued during the current calendar year shall be excluded from this computation.

At the end of each calendar year, upon the employee's request, an employee with ~~432~~ 240 hours or more of accumulated vacation, can receive cash payment for up to 80 vacation hours earned but not taken during the calendar year.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Payroll division records are the final authority for settling disputes regarding accrued and accumulated vacation.

Formatted: Font: Times New Roman

### 123. SICK LEAVE

Formatted: Font: Times New Roman

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

A. Accrual. Each employee shall accrue sick leave at the rate of ~~46 days~~ 3.68 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave, and vacation.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

B. New Employment. No sick leave may be used by any new employee until he/she has completed six (6) months of employment with the City.

C. Illness of Employee. Accumulated sick leave may be used by an employee during any period of illness of the employee. "Illness of the employee" means only a physical impairment of the employee of such character and severity that the employee is actually disabled and confined to his/her home or a hospital (unless otherwise ordered or directed by his/her physician for the purpose of treatment), and does not include impairment caused directly or indirectly by the use of any drug or intoxicating liquor.

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

BD. Sick Leave Incentive

Formatted: Font: Times New Roman

Police Management employees who ~~accumulate~~ accrue 72 hours or more of sick leave in any payroll year, may convert up to 24 hours of sick leave to cash during the month of January of the following year. The limit of payment shall be 24 hours per year.

Formatted: Font: Times New Roman

**134. BEREAVEMENT LEAVE**

Formatted: Font: Times New Roman

~~Bereavement leave is an absence occasioned by the death of a member of the immediate or proximate family of the employee.~~

~~Forty (40) hours of bereavement leave, per calendar year, may be used in the event of the death of a family member, herein defined as a spouse, parent, brother, sister, child, grandparent, in-law or registered domestic partner of the employee. In the event an employee needs additional time off for this leave, he/she 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 Chief of Police and the Director of Human Services. In the event the emergency required the presence of employee, and he/she could not prospectively make a request, subsequent approval must still be obtained in writing.~~

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

Up to a maximum of forty (40) hours of bereavement leave, per calendar year, (regardless of the number of family deaths) may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, he/she 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 appointing authority and the Assistant Director of Administrative Services/Human Resources.

Formatted: Font: Times New Roman

**145. WITNESS LEAVE**

Formatted: Font: Times New Roman

Any Police Management employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasijudicial proceeding in a matter other than one to which the employee is a party, or who is required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) an employee shall be allowed time off but with loss of pay, if the employee is a party to the matter for reasons other than actions within the scope of the employee's current or past public employment. All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the City. This Section is not applicable to those employees-participating in judicial or quasijudicial proceedings that are within the scope of their employment.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

~~Upon receipt of a jury summons, employees should notify the Chief of Police so that the request for jury duty can be considered relative to the pending projects of the department. The notification will give the Police Chief and the employee's supervisor an opportunity to discuss whether or not a postponement is necessary.~~

Formatted: Font: Times New Roman

**156. LEAVE WITHOUT PAY**

Formatted: Font: Times New Roman

~~Leaves of absence without pay shall be used only if all accrued leaves have been exhausted. Employees on leaves of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits. Leaves of absence without pay shall be used only if all accrued leaves have been exhausted. Employees on leaves of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits.~~

Formatted: Font: Times New Roman

~~Requests for leaves of absence without pay must be submitted through the chain of command and approved by the Chief of Police or designee and shall be used only if all appropriate accrued leaves have been exhausted. Police Management employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department and any other factors set forth in City policy.~~

Formatted: Font: Times New Roman

**167. PROFESSIONAL DEVELOPMENT PROGRAM**

Formatted: Font: Times New Roman

A. A City-paid Professional Development leave of absence (sabbatical leave) program shall be established with the following privileges and restrictions.

Formatted: Font: Times New Roman

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

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

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

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

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

C. Sabbatical leaves may allow up to Five Hundred Dollars (\$500) for expenses.

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

Formatted: Font: Times New Roman

~~E. Sabbatical leaves may allow up to ninety (90) days leave with pay.~~

EF. Each participant in Sabbatical leave programs shall submit to the City Manager reports summarizing his or her activities prior to final approval of such programs.

Formatted: Font: Times New Roman

EG. Typical Sabbatical leave Programs might include internship on-loan executive programs, educational programs, travel study programs, or authorship sabbaticals.

Formatted: Font: Times New Roman

**17. ADMINISTRATIVE LEAVE**

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Each Police Management employee will be granted 96 hours of Administrative Leave each calendar year pursuant to the following:

Administrative Leave shall be granted in recognition of overtime work performed above normal work hours and the nature of the work performance and expectations placed upon Police Management employees. Use of Administrative Leave shall be approved by the Chief of Police Appointing Authority noting the needs of the department and the necessity of having Police Management employees personnel available for the effective functioning of the department.

Formatted: Font: Times New Roman

Administrative Leave as provided herein is non cumulative between calendar years. At the end of each calendar year, upon employee request, the employee will receive cash payment for up to 40 hours administrative leave earned but not taken as time off during the calendar year.

Formatted: Font: Times New Roman, Bold

Formatted: Centered

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0.06", First line: 0", Tab stops: 0.06", Left + Not at 0.5"

**18. SUPPLEMENTAL ADMINISTRATIVE LEAVE**

In addition to the Administrative Leave provided in Article 17, each Police Management employee shall be granted three work days of Supplemental Administrative Leave each calendar year which shall not be cumulative and which may not be converted to cash if not used by the end of the calendar year.

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

**189. OVERTIME**

**EXTRA COMPENSATION FOR ADDITIONAL HOURS WORKED**

Unless otherwise determined by the City, employees assigned to the classifications of Lieutenant and Captain qualify as employees exempt from overtime under the FLSA. Under extraordinary extraordinary limited circumstances, FLSA exempt employees appointed to the classification of Lieutenants and Captains whose in an assignments requiring requires frequent assignment to extra work shifts, in addition to the normal work schedule, may receive extra compensation in

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

in addition to their ~~base predetermined~~ salary. Eligibility and approval for such extra compensation will be determined in the sole discretion of the Chief of Police whose decision shall be final and shall not be subject to ~~challenge~~, appeal or grievance. Extra compensation, as used in this paragraph, will be for hours actually worked during the extra work shifts and will be paid at ~~the straight time base hourly rate designated in the salary matrix, the straight time base hourly rate designated in the salary matrix one and one-half times the employee's regular rate of pay.~~

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

~~Extraordinary Limited-Extraordinary~~ circumstances will generally require the frequent scheduling of extra shifts over an extended period of time as a result of operational needs or as a result of an extended period of emergency. ~~The operational needs or emergencies involving extraordinary circumstances may include, but are not limited to: VIP operations requiring the continuous assignment of lieutenants in addition to normal operational staffing; riot or similar civil disturbance; or a heightened state of alert or readiness requiring the continuing assignment of lieutenants in addition to normal operational staffing. Instances of extra time less than 8 hours a day will not constitute extraordinary circumstances.~~ At his/her discretion, the Chief of Police may determine the appropriate staffing needs that constitute ~~extraordinary limited extraordinary~~ circumstances necessitating additional shift coverage which may include scheduling of single shifts.

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

**1920. PLAIN CLOTHES ALLOWANCE**

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

The City will pay a plain clothes allowance of \$600.00 per calendar year for each ~~Police Management employees personnel.~~

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

**201. RETIREMENT**

A. Retirement (PERS%)

1. The City shall pay an amount equal to nine percent (9%) of the individual gross salaries of ~~Police Management employees personnel~~ to the Public Employees' Retirement System (P.E.R.S.) on behalf of such ~~personnel members employees~~ in lieu of their individual retirement contribution obligation.
2. For purposes of this Section, "gross salaries" shall mean "compensation" earnable as defined in Section 20636 of the California Government Code.
3. ~~If any legislation is adopted by the State legislature that enables the PERS contribution to be paid directly to employees and said conversion would not result in any cost to the City, then the City agrees to reopen this issue for negotiations upon the request of the Association.~~

Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman  
Formatted: Font: Times New Roman

B. ~~2% at 50/Widow's Continuance~~ 3% at 50 Formula

Formatted: Font: Times New Roman  
Formatted: zmpTrailerItem  
Formatted: Default Paragraph Font  
Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

The City's contract with the Public Employees' Retirement System provides for the 3% at 50 retirement formula set forth in California Government Code Section 21632.2, with the Survivor's Continuance, at Level 4, for police management employees.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

C. Single Highest Year.

The City's contract with PERS also provides that the pension benefits of those police management employees who retire after January 1, 1982, or whose death occurs after January 1, 1982, shall be computed under Government Code Section 20042 based on the highest annual compensation for the one year period during the employee's membership in PERS which is designated by the employee in the application for retirement.

The City's contract with the Public Employees' Retirement System provides for the "Single Highest Year" retirement benefit for Police Management employees.

Formatted: Indent: Left: 0"

D. PERS Benefit Provided by Government Code section 20636(c)(4)

Effective September 29, 2007, pursuant to Government Code section 20636(c)(4), the City shall pay (as already provided by subdivision A of this article) and report to P.E.R.S. as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A1 above and known as "employer-paid member contribution") (EPMC) covered by this MOU. For purposes of this agreement this "Pay and Report of EPMC" benefit shall be known as "PERS on PERS".

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0", First line: 0"

Formatted: Font: Times New Roman

E. Military Buy-Back

The City's contract with PERS provides for the military buy-back option to a maximum of four (4) years buy-back time. The entire cost of this benefit shall be borne solely by those police management employees taking advantage of the buy-back option.

F. 1959 Survivor's Benefit

The City provides Level 4 coverage under the 1959 Survivors Benefit.

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

**212. RESIGNATION**

To resign in good standing, an employee must file a resignation with his/her appointing authority at least two weeks before the resignation date and state therein the reason for resignation. An employee who resigns may be reemployed within one year pursuant to Rule 11, Section 1 of said Rules, only if said request for reemployment is approved by the appointing authority. The decision of the appointing authority is not subject to challenge, appeal or grievance.

Formatted: Font: Times New Roman

**223. VEHICLES**

The City will provide Police Captains, the Lieutenant assigned as the Detective Division Commander, the Lieutenant assigned as Executive Officer and the Lieutenant assigned to the

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

Formatted: Font: Times New Roman

Emergency Services Bureau with un-marked vehicles with communication and emergency equipment for use within Los Angeles and Ventura Counties or other areas when necessary to fulfill their duties.

The above noted Police Management employees will monitor the communication equipment whenever driving these vehicles and respond as appropriate to emergencies, or other matters requiring command level attention.

The City will provide fuel, maintenance and insurance for the vehicles assigned to Police Management employees personnel.

Formatted: Font: Times New Roman

**234. SEPARATION FROM CITY SERVICE**

**A. Sick Leave Pay-Off**

~~This section shall be applicable to all sick leave accrued on or after January 1, 1973.~~

~~1. Management Employees~~ All Police Management employees personnel shall be eligible for the sick leave payoff programs as described below:

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

All accrued, unused sick leave ~~earned and credited at the date of separation from City service to each employee~~ shall be the basis for determining the amount to be paid to each employee who qualifies to receive sick leave pay-off.

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0", First line: 0"

~~Employees who have achieved seven (7) or more continuous years of service and are listed on the City's active payroll on or after July 1, 1983,~~ shall be eligible for sick leave pay upon ~~termination separation~~ of employment with the City.

Formatted: Font: Times New Roman

The rate of Sick Leave pay off shall be calculated as follows:

- a. For the first 7 ~~full years of service~~ - ~~213%~~ of accrued, unused sick leave ~~per full year of service~~.
- b. For each year ~~thereafter the seventh year~~ - 5% of accrued, unused sick leave per full year of service to a maximum of ~~79.100%~~. ~~The maximum rate of sick leave payoff when subparagraphs a and b are combined is 100%.~~
- c. Sick leave pay off shall be calculated at the rate of pay received by the employee at the time of ~~termination separation~~, ~~which shall be equal to the identical compensation the employee would have received had he used the sick leave to receive a paid leave of absence immediately prior to separation. which shall be equal to the identical compensation the employee would have received had he used the sick leave to receive a paid leave of absence immediately prior to separation.~~ Each employee eligible to receive sick leave pay shall receive ~~said the~~ pay at the time of ~~separation termination~~.

Formatted: Font: Times New Roman

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

B. Vacation Pay-Off

A ~~Police Management~~ # employee who ~~separates~~ ~~terminates~~ from City service shall receive an amount equal to accrued unused vacation at the time of ~~separation~~ ~~termination~~. The rate of payoff shall be based on the rate of pay at the time of ~~separation~~ ~~termination~~.

Formatted: Font: Times New Roman

An employee shall not have the option of utilizing accrued ~~unused~~ ~~vacation~~, in lieu of receiving vacation pay-off at the time of ~~separation~~ ~~termination~~ ~~which shall be equal to the identical compensation the employee would have received had he used the vacation to receive a paid leave of absence immediately prior to separation.~~ ~~which shall be equal to the identical compensation the employee would have received had he used the vacation to receive a paid leave of absence immediately prior to separation.~~

Formatted: Font: Times New Roman

C. Conversion of Sick Leave to Deferred Compensation

~~Effective on or after June 21, 2005.~~ ~~Police Management~~ -employees may convert accumulated sick leave to salary. The extra pay may only be used to fund "catch-up" contributions to deferred compensation. The following restrictions apply to this program:

Formatted: Font: Times New Roman

1. The employee shall have a minimum of 15 years of service with the City of Beverly Hills.
2. The individual's sick leave ~~accrual~~ ~~balance~~ cannot be reduced below 500 hours.
3. The conversion is limited to no more than three consecutive years, and the conversion can be used only for funding the deferred compensation "catch-up".
4. The conversion shall not exceed the amount which will bring the annual deferral to the maximum allowed by law.
5. The conversion will be at the then existing sick leave payoff percentage.

Formatted: Font: Times New Roman

Formatted: Indent: Left: 0.71"

Formatted: Font: Times New Roman

~~This document is not a contract but a written memorandum prepared pursuant to the requirements of Government Code Section 3505.1 for presentation to the City Council for its determination and approval.~~

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

2445. ADMINISTRATIVE APPEAL PROCESS

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the existing disciplinary appeal process which was agreed to between the City and the City of Beverly Hills Police Officers' Association on November 7, 2006 and which applies to the Police Management employees. This procedure shall not apply to disciplinary actions for which Police Management employees already are

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

entitled to receive an appeal hearing pursuant to November 7, 2006 agreement for disciplinary transfer, step reduction, suspension, demotion and dismissal.

A. Right to Administrative Appeal Under this Procedure

1. Any public safety officer (as that term is defined by Government Code § 3301 and which applies to Police Management employees) who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, step reduction, suspension or disciplinary transfer; or who is subjected to an action which may lead to punitive action, shall be entitled to receive an administrative appeal under this procedure. The Police Management employee shall not be entitled to appeal the action prior to its imposition. i.e., a Police Management employee shall not be entitled to receive a hearing akin to a Skelly hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.
2. Police Management employees subjected to dismissal, demotion, step reduction, suspension or disciplinary transfer shall continue to be entitled to an appeal in accordance with existing procedures.

B. Notice of Appeal

1. Within five (5) calendar days of receipt by a Police Management employee of notification of punitive action as set forth above, the Police Management employee shall notify the Assistant Director of Administrative Services/Human Resources in writing of the Police Management employee's intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

C. Hearing Officer

1. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
2. If a hearing officer is appointed by the City Manager, the hearing officer shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be final and binding.

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

D. Burden of Proof/Persuasion

1. If the punitive action being appealed does not involve allegations of misconduct (i.e., allegations that the Police Management employee has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the Police Management employee the opportunity to establish a record of the circumstances surrounding the action. The City's burden shall be satisfied if the City establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

For example, if the Police Department effected a non-disciplinary transfer of a Police Management employee out of an assignment with the intent of affording other Police Management employees the opportunity to work in the assignment, the decision would not be subject to being overturned as long as it was reasonable, even if one or more persons might disagree with the decision.

2. If the punitive action involves charges of misconduct, (i.e., allegations that the Police Management employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if a Police Management employee received a written reprimand for unauthorized absence from work then the City would bear the burden of proving that the Police Management employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

E. Conduct of Hearing

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
2. The parties may present opening statements.
3. The parties may present evidence through documents and testimony.
  - a. Witnesses shall testify under oath.
  - b. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.
4. The parties shall be entitled to confront and cross-examine witnesses.

Formatted: ztmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

F Recording of the Hearing

If the punitive action involves an allegation of misconduct, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

G Representation

The Police Management employee may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the Police Management employee.

The City shall also be entitled to representation at all stages of the proceedings.

H Decision

1. If a hearing officer is appointed by the City Manager, the hearing officer shall issue his/her advisory decision in writing within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.
2. Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and advisory decision. If the City Manager modifies, or rejects the hearing officer's advisory decision, then the City Manager shall review the entire record prior to making a decision.
3. If the City Manager is the hearing officer he/she will issue his/her decision within sixty (60) calendar days of the submission of the case by the parties for decision. The City Manager's written decision shall set forth his/her findings of fact and final decision.
4. The City Manager's decision shall be served by first class mail, postage pre-paid, upon the Police Management employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the Police Management employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

Formatted: zmpTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

POLICE MANAGEMENT ASSOCIATION

Formatted: Font: Times New Roman

This contract is prepared pursuant to the requirements of Government Code Section 3505.1 for presentation to the City Council for its approval.

Formatted: Font: Times New Roman

This Memorandum is signed on this \_\_\_\_\_ day of July, 20058.

Formatted: Font: Times New Roman

City of Beverly Hills  
Representatives

Formatted: Font: Times New Roman

Beverly Hills Police  
Management Association

Formatted: Font: Times New Roman

Formatted: Font: Times New Roman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

U:\WP\_2002\THEVIEW\DOWNLOADS\DOC\LA\_247669\_v2 PROPOSAL TO SUBMIT TO PMA\_1-31-08\11 REDLINED 04-21-08.DOC

Formatted: Font: Times New Roman Bold, 14 pt, Bold

Formatted: Font: Times New Roman, 8 pt

etmou05policegmtfinal

Formatted: Font: Times New Roman, 8 pt

Formatted: Font: Times New Roman

2008-2012PMA/MOU

Formatted: zzmptTrailerItem

Formatted: Default Paragraph Font

Formatted: Left, Line spacing: Exactly 10 pt

**POLICE MANAGEMENT ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

TO BE MODIFIED TO REFLECT FINAL AGREEMENT. THE TABLE BELOW HAS NOT  
YET BEEN MODIFIED.

Integration 1		Formatted: Font: Times New Roman
Term	2	
1. SALARY INCREASES	2	
2. APPOINTMENT & ADVANCEMENT	2	
3. <u>POLICE LIEUTENANT ASSIGNMENT BONUS</u> <u>BONUSES</u>	5	Formatted: Font: Times New Roman
4. RECLASSIFICATION, PROMOTION & Y-RATING	6	
5. MEDICAL INSURANCE	6	
6. DENTAL INSURANCE	8	
7. OPTICAL INSURANCE	8	
8. LIFE INSURANCE	8	
9. DEFERRED COMPENSATION	8	
10. <u>FLEXIBLE BENEFIT</u>	8	
10 <sup>1</sup> . HOLIDAYS	9	Formatted: Font: Times New Roman
11 <sup>2</sup> . VACATION	10	Formatted: Font: Times New Roman
12 <sup>3</sup> . SICK LEAVE	11	Formatted: Font: Times New Roman
13 <sup>4</sup> . BEREAVEMENT LEAVE	12	Formatted: Font: Times New Roman
14 <sup>5</sup> . WITNESS LEAVE	12	Formatted: Font: Times New Roman
15 <sup>6</sup> . LEAVE WITHOUT PAY	12	Formatted: Font: Times New Roman
16 <sup>7</sup> . PROFESSIONAL DEVELOPMENT PROGRAM	13	Formatted: Font: Times New Roman
17 <sup>8</sup> . ADMINISTRATIVE LEAVE	13	Formatted: Font: Times New Roman
18 <sup>9</sup> . OVERTIME	14	Formatted: Font: Times New Roman
19 <sup>20</sup> . PLAIN CLOTHES ALLOWANCE	15	Formatted: Font: Times New Roman
20 <sup>1</sup> . RETIREMENT	15	Formatted: Font: Times New Roman
21 <sup>2</sup> . RESIGNATION	17	Formatted: Font: Times New Roman
22 <sup>2</sup> . VEHICLES	17	Formatted: Font: Times New Roman
23. SEPARATION FROM CITY SERVICE	18	Formatted: Font: Times New Roman
24. <u>ADMINISTRATIVE APPEAL PROCESS</u>		Formatted: Font: Times New Roman

## **Attachment 3**

2007-2011 Memorandum of Understanding  
(MOU)

POLICE MANAGEMENT ASSOCIATION

**MEMORANDUM OF UNDERSTANDING  
(BEVERLY HILLS POLICE MANAGEMENT ASSOCIATION)**

The Beverly Hills Police Management Association, a formally recognized employee organization, representing all Police Captains and Police Lieutenants (hereinafter "police management employees"), and duly authorized representative of the management of the City of Beverly Hills, (hereinafter "City") have met and conferred in good faith; freely exchanging information, opinions and proposals, and have reached the following understanding on matters within the scope of representation;

Now, therefore, the parties agree and mutually recommend to the City Council of the City of Beverly Hills (hereinafter "City Council") the following for its determination:

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

The City recognizes that certain past practices may be identified during the term of this agreement which should have been included in this document but, due to inadvertent omission, are not set forth herein. Mutual agreement between the parties shall be necessary to implement change to such past practices. All other practices, policies and procedures affecting wages, hours and working conditions may be changed only after a meet and confer process has been conducted between the parties. However, the parties agree neither party may compel the other party to negotiate regarding proposed changes to any matter within the lawful scope of bargaining (wages, hours and other terms and conditions of employment) during the term of this Agreement. This is known as a "zipper clause." The City has informed the Association that it may propose a modification to Article 5 (MEDICAL INSURANCE) during the term of the MOU in the form of a cafeteria plan. The Association agrees to meet and confer in good faith with the City with respect to any such proposal, provided, however, that no change to the current MOU can be accomplished without mutual agreement of the parties.

This Memorandum of Understanding is subject to a determination and implementation by the City Council pursuant to Government Code Section 3505.1. Upon determination by the City Council pursuant to Government Code Section 3505.1, the provisions of the City Compensation Plan for police personnel (the "Plan") which are referred to herein shall be modified as set forth herein

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective beginning September 29, 2007 and shall expire on October 7, 2011.

# POLICE MANAGEMENT ASSOCIATION

## 1. SALARY INCREASES

The current salary schedule, which is attached hereto as Exhibit A, will be increased as follows:

First Year: Effective September 29, 2007, police management employees shall receive a 3.00% base salary increase.

Second Year: Effective September 27, 2008, police management employees shall receive a 3.50% base salary increase.

Third Year: Effective September 26, 2009, police management employees shall receive a 2.75% base salary increase.

Fourth Year: Effective September 25, 2010, police management employees may receive a base salary increase which will be a percentage of their existing base salaries. That percentage will be the higher of:

- a) The percentage of base salary which will result in the total compensation, as later defined, of employees at top step in the classifications of Lieutenant and Captain being exactly one percent (1%) above the total compensation paid to Lieutenants and Captains, respectively (hereinafter referred to as comparable classifications), in the survey agency, as defined below, that pays the highest total compensation; or
- b) The percentage of base salary that would result in the total compensation of police management employees being the same percentage above that paid to comparable classifications in the highest paying survey agency, as described above, as the percentage the total compensation of employees of the City of Beverly Hills in the classification of Firefighter is above the total compensation of an employee in the classification of Firefighter in any of its survey agencies. The total compensation formula that will be utilized in making this comparison is the one to which the City and the Beverly Hills Firemen's Association have agreed in their MOU (including their agreed upon survey agencies) plus any additional elements of compensation not included in that formula which are included in the total compensation formula applicable to the comparison for police management employees as later described which are provided to employees in the classification of Firefighter during the period between October 1, 2007 and September 30, 2010.

Under no circumstances shall there be any reduction in the base salaries of police management employees in year 4.

Total Compensation Formula: The total compensation formula agreed to between the City and the Association is very important because the parties agree that it will determine the base salaries of police management employees effective September 25, 2010 and anticipate that it will be the

## POLICE MANAGEMENT ASSOCIATION

benchmark for future agreements. As such, agreeing on a formula to measure total compensation is relevant not only within the term of this MOU (where it will determine whether there will be a base salary increase and if so what that increase will be effective September 25, 2010) but will be useful for the parties in measuring total compensation of police management employees in future MOUs where one percent (1%) above total compensation is the benchmark which the City will strive to achieve.

In calculating the elements of total compensation set forth below, the parties agree that the possible survey agencies will be law enforcement agencies (city Police Departments or the two county Sheriff's Departments) within Los Angeles and Orange Counties. Private companies, school, community college, airport or similar police agencies shall not be included as possible survey agencies. In addition, law enforcement agencies with less than 15 sworn officers shall not be included as possible survey agencies

By October 1, 2010, the Association may provide the City with the names of up to four law enforcement survey agencies (as described in the previous paragraph) for which it wants the parties to ascertain the total compensation paid to employees at the ranks of Lieutenant and Captain, respectively (i.e., comparable classifications), at top step. The City may add as many additional survey agencies as it wants to have the total compensation of comparable classifications calculated. The parties acknowledge that it is both cost and time prohibitive to survey every possible agency in Los Angeles and Orange Counties. Thus, the parties will endeavor to determine which survey agencies they believe pay comparable classifications the highest total compensation and then run the calculation only on those agencies. After the survey agencies are chosen, the total compensation survey will be conducted by all parties during the period between October 1, 2010 and December 31, 2010 to determine the highest total compensation paid to comparable classifications among the surveyed agencies as of September 30, 2010. Although both the Association and the City may conduct their own surveys, the parties agree that the goal of the surveys is to agree on the total compensation information. If any of the chosen survey agencies is still engaged in collective bargaining negotiations as of December 31, 2010, its total compensation elements will be valued as of September 30, 2010. If any of the chosen survey agencies has concluded negotiations between September 30, 2010 and December 31, 2010 with a collective bargaining agreement that has been approved on or before December 31, 2010 by the governing body that provides for compensation increases retroactive to September 30, 2010 or an earlier date, its total compensation elements will be valued as of September 30, 2010. Any resulting salary increase (if applicable) will be retroactive to September 25, 2010.

The parties agree that total compensation for police management employees will include the following elements as they exist on September 30, 2010:

- 1) Monthly Base Salary – Top Step (First Range for Lieutenant and Captain).
- 2) The value of employer-paid retirement contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employer's retirement contribution rate. (For Beverly Hills the employer's

## POLICE MANAGEMENT ASSOCIATION

retirement contribution rate is 22.74% of pensionable income effective September 30, 2007, subject to change each year based upon an actuarial study). The "PERS on PERS" benefit provided for in Article 20(d) below will be factored in the City's retirement contribution rate on September 30, 2010.

3) The value of employer-paid member contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employee's retirement contribution rate. (For Beverly Hills, it is 9% of pensionable income).

4) Medical Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit (based on plan chosen) and dividing it by the number of members in the bargaining unit.

5) Retiree Medical Insurance: This will be determined by taking the actual amount of the monthly employer-paid premium rate or employer pre-retirement contribution for retiree medical insurance.

6) Dental Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

7) Vision Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

8) Uniform Allowance: This will be determined by taking the total monthly amount the City pays in uniform allowance and dividing it by the number of members in the bargaining unit.

9) Long Term Disability Benefits: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

10) Life Insurance: This will be determined by taking the total monthly premium amount the City pays for all members of the bargaining unit and dividing it by the number of members in the bargaining unit.

11) Deferred Compensation: This will be determined by taking the monthly employer-paid deferred compensation amounts provided to Lieutenants and Captains.

12) Vacation: This will be determined by taking the monthly vacation accrual for an eighth year employee and multiplying that number by the hourly base salary amount for a top step first range Lieutenants and Captains.

## POLICE MANAGEMENT ASSOCIATION

13) Holiday Pay: This will be determined by the average number of hours paid per month per employee in holiday pay multiplied by the hourly base salary amount for a top step first range Lieutenants and Captains.

14) Average Extra Pay Per Lieutenant and Captain: This will be determined by adding all the additional pays per Lieutenant and Captains (paid on an annual basis and then divided by 12 to determine the monthly amount) and dividing that amount by the number of Lieutenants and Captains in the unit. Cash out of paid leave benefits shall not be included.

### 2. APPOINTMENT & ADVANCEMENT

#### A. Management Advancement

Employees promoted to Lieutenant shall be placed at the Management pay scale L-54 Step 5 or at least a minimum 5.5% higher than their Sergeant pay scale, (including deferred compensation and bonus calculation). At each anniversary date thereafter, the Lieutenant will receive a pay step increase of 2.75% until the Lieutenant reaches L-57 Step 5.

A Lieutenant promoted to Captain who is at top step Lieutenant salary, shall be placed at salary grade Q62-Step 5. A Lieutenant who is not at top step Lieutenant salary and who is promoted to Captain shall receive a minimum 5.5% higher than his/her Lieutenant pay. On his or her anniversary date, the Captain will receive a pay step increase of 2.75% until the Captain reaches Q62 Step 5.

Police Captains and Lieutenants shall maintain 40 hour minimum annual level of training in Police Administration, Public Administration, Police Management, or a related field. This training can include job related courses such as seminars or other approved training. Prior approval shall be granted by the Chief of Police.

#### B. Effective Date Of Increase

Approved salary step increases shall be effective on the first day following the satisfactory completion of the probation period and on every subsequent anniversary date.

#### C. Separation Of Rank

The differential between Police Lieutenant and Police Captain shall be no less than 12%. The calculation of this differential between Lieutenants and Captains shall include base pay level at 5<sup>th</sup> step, (using L-54 for Lieutenant and Q-58 for Captain) the City's contribution to deferred compensation and the City's contribution to flexible benefits.

The differential between Police Sergeant and Police Lieutenant, at the base pay level of the 6th step Sergeant and the base pay level of 5<sup>th</sup> step Police Lieutenant shall be no less

## POLICE MANAGEMENT ASSOCIATION

than 19%. The calculation of this differential between Sergeant and Lieutenant shall include base pay level at 5<sup>th</sup> step and the City's contribution to deferred compensation for both Sergeants and Lieutenants.

### D. Special Merit Advancement

The City Manager may authorize the advancement of an employee to any step within the prescribed schedule for that employee's current position, upon written recommendation of the Appointing Authority, as submitted to the Assistant Director of Administrative Services/Human Resources. Such salary increases shall be effective on the first day of the pay period following the approval of the City Manager if not otherwise specified by the City Manager. A special salary advancement shall affect the anniversary date of an employee, causing it to change to the effective date of the special increase.

### E. Superior-Subordinate Relationships

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

In such a relationship, a superior shall be paid a monthly salary rate above his/her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his/her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his/her subordinates.

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

Monthly salary 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 paid to a position.

### F. Acting Time

Every sworn Police Management employee temporarily assigned to a classification higher than his/her regularly assigned classification shall receive acting time compensation while so assigned to the higher position.

This amount shall be at least 5.5% above his/her present monthly base salary, provided that this additional amount shall not exceed the fifth step nor be lower than the first step of pay scale for the the higher classification. The Assistant Director of Administrative Services/Human Resources and the City Manager shall approve acting time requests.

## POLICE MANAGEMENT ASSOCIATION

To be eligible for acting time compensation , the employee has to meet the criteria for the higher classification and be capable of performing those specific tasks which he/she will be performing during this acting time and which differentiates it from the lower classifications.

Police Management employees temporarily assigned to a higher classification and receiving acting time compensation shall not acquire status or credit for service in the higher classification and may be returned to their regular classification at any time.

### **3. POLICE LIEUTENANT ASSIGNMENT BONUS**

The Police Lieutenant regularly assigned as the Detective Division Commander shall receive a bonus of 2.75% of base salary. This bonus shall not become effective until an official personnel transaction form authorizing the bonus is approved by the Assistant Director of Administrative Services/HumanResources.

### **4. RECLASSIFICATION, PROMOTION & Y-RATING**

#### **A. Reclassification**

When a position is reclassified upward, the incumbent may be appointed to that position, providing that:

1. The incumbent has held the position which was reclassified for a minimum of ninety (90) days prior to the reclassification, and
2. Said employee meets the qualifications established for the position.

If the incumbent does not meet both of the above criteria, the positions shall be filled through a recruitment process. Employees shall serve a probation period unless the reclassified position is exempt.

#### **B. Y Rating**

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

#### **C. Promotion**

Every employee who is promoted (i.e., any employee promoted to Lieutenant or Captain) shall serve a probation period as defined in the Personnel System Rules & Regulations.

## POLICE MANAGEMENT ASSOCIATION

Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

### **5. MEDICAL INSURANCE**

#### A. Medical Insurance

The City will provide medical insurance for Police Management employees and eligible family members. Presently, Police Management employees are enrolled in the PERS Medical Insurance Plan.

The payment of premiums toward this health insurance program will be through the administration of a flexible benefit package. The City shall pay the PERS statutory minimum (\$80.80/month for 2007, \$97.00/month for 2008 and yet still undetermined for 2009, 2010 and 2011 on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant. In addition to the PERS statutory minimum, flexible benefits shall be provided as follows:

- 1) For active employees, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums up to full family coverage.
- 2) For employees retiring after July 1, 1989, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premium up to two-party rate of the PORAC Plan under PERS.
- 3) For employees retiring before July 1, 1979, the City shall pay the PERS statutory minimum for PERS health insurance.

The City will continue to provide two party coverage for Police Management employees retiring on and after July 1, 1989, as indicated above. In the event of the death of a retired employee, the City shall continue to pay the actual cost of single party coverage for the spouse.

Medical insurance coverage may be changed from the PERS plan by mutual agreement of the City and the Police Management Association.

### **6. DENTAL INSURANCE**

The City shall contribute per employee the actual cost of dental insurance up to the family coverage dental premium in the City dental plan.

### 7. OPTICAL INSURANCE

The City currently offers two vision plans to employees of the City. The Police Management employees have elected to cover its members under the "Group 1" (\$10 copayments) option. "Group 1" coverage is more expensive than "Group 2" (\$10/\$10 co-payment) coverage. The City shall contribute on behalf of Police Management employees, an amount equal to the applicable "Group 2" coverage, on a monthly basis, towards the purchase of "Group 1" coverage. Police Management employees shall be responsible for the difference in monthly premiums between the City paid portion and the cost of the "Group 1" coverage. The difference shall be paid through regular payroll deduction on each payday.

### 8. LIFE INSURANCE

Police Management employees shall be entitled to a One hundred thousand dollar (\$100,000) term life insurance policy under the City's life insurance program. The full premium for such policy shall be paid for by the City under the life insurance program of its choosing. Each such employee shall have the option to individually purchase additional life insurance at the City's unit cost, if available.

### 9. DEFERRED COMPENSATION

The City shall contribute \$30.00 per month on behalf of each Police Management employee to the City's deferred compensation program.

### 10. HOLIDAYS

#### A. Holidays

A Police Management employee shall be entitled to the following paid holidays if the employee worked the regularly assigned work period or was absent on authorized paid leave the day before and the day after the holiday. Police Management employees assigned to the "4-10" work schedule shall receive ten 10-hour paid holidays each year. Police Management employees assigned to a "3-12" work schedule shall receive nine 12 1/2 hour holidays each year.

#### NON-PATROL

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

January 1

Third Monday in January

Third Monday in February

Last Monday in May

July 4

First Monday in September

## POLICE MANAGEMENT ASSOCIATION

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Lieutenants assigned to Patrol who are scheduled to work on one of the holidays listed below and who work the full scheduled shift on the actual holiday shall receive holiday pay of 12 1/2 hours, in addition to their predetermined salary, at the straight time hourly rate designated in the salary matrix.

### PATROL

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Each Police Management employee may elect to receive compensation for each holiday in the form of either a cash payment or time off with pay. Any such time off with pay that has not been used at the end of the calendar year in which it was earned shall be paid in cash at the same rate the employee would have received had he received full pay for using the benefit on the last day of that year.

### B. Personal Holiday

Police Management employees shall be entitled to one additional paid holiday each fiscal year. This holiday may be taken at the employee's discretion subject to his/her supervisor's and Appointing Authority's approval. The employee shall request the holiday in writing. This holiday is non-accruable and shall not be paid for if not taken.

## 11. VACATION

### A. Authorization For Taking Vacation

Upon completion of 12 months of service and approval of the Chief of Police or designee, employees may take accrued vacation leave.

A Police Management employee entitled to vacation leave shall make written application therefor in the manner and within the time directed by the Chief of Police or designee. The Chief of Police or designee shall establish a vacation schedule for each calendar year

## POLICE MANAGEMENT ASSOCIATION

based as much as possible upon application and seniority of the employees concerned and subject to the Chief of Police's right to plan work under his/her control. He/she or designee shall notify employees within a reasonable time whether their application is approved.

### B. Holidays During Vacations

When a holiday falls within an employee's vacation leave, the day will count as a holiday not vacation, unless the employee elects to be compensated for the holiday in the form of a cash payment. An employee on vacation during a holiday may elect to be compensated for up to five (5) holidays per year by using vacation on the same day.

### C. Vacation Accumulation

Vacation credit shall be accrued by-weekly to employees at the following rates:

<u>FIRST 4 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS OF SERVICE</u>	<u>AFTER 14 YEARS OF SERVICE</u>
3.07 Hours Bi-weekly	5.54 Hours Bi-weekly	7.39 Hours Bi-weekly
80 Hours/year	144 Hours/year	192 Hours/year

Police Management employees with more than four but not more than fourteen years of service may not accumulate more than 432 hours of vacation. Employees with 432 hours of vacation on the books will not continue to accrue vacation until their balance falls below 432 hours

Police Management employees with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 432 hours may accumulate annual vacation which will result in their balance being above 432 hours. However, if at the end of any calendar year the vacation accumulation is above 432 hours, they will not continue to accrue vacation until the balance falls below 432 hours, whereupon they will then continue to accrue vacation during that calendar year.

At the end of each calendar year, upon the employee's request, an employee with 432 hours or more of accumulated vacation, can receive cash payment for up to 80 vacation hours earned but not taken during the calendar year.

Payroll division records are the final authority for settling disputes regarding accrued and accumulated vacation.

## POLICE MANAGEMENT ASSOCIATION

### 12. SICK LEAVE

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

#### A. Accrual.

Each employee shall accrue sick leave at the rate of 3.68 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.

#### B. Sick Leave Incentive

Police Management employees who accumulate 72 hours or more of sick leave in any payroll year, may convert up to 24 hours of sick leave to cash during the month of January of the following year. The limit of payment shall be 24 hours per year.

### 13. BEREAVEMENT LEAVE

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

Up to a maximum of forty (40) hours of bereavement leave, per calendar year, (regardless of the number of family deaths) may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, he/she 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 appointing authority and the Assistant Director of Administrative Services/Human Resources.

### 14. WITNESS LEAVE

A Police Management employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasijudicial proceeding in a matter other than one to which the employee is a party, or who is required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) an employee shall be allowed time off but with loss of pay, if the employee is a party to the matter for reasons other than actions within the scope of the employee's current or past public employment. All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the City. This Section is not applicable to those employees participating in judicial or quasijudicial proceedings that are within the scope of their employment.

### 15. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted through the chain of command and approved by the Chief of Police or designee and shall be used only if all appropriate accrued leaves have been exhausted. Police Management employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department and any other factors set forth in City policy.

### 16. PROFESSIONAL DEVELOPMENT PROGRAM

- A. A City-paid 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.

- B. Approval of requests for sabbatical leave shall be based on the following criteria:
1. Content of leave program with a basic requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to his or her City employment.
  2. A plan for maintaining work continuity of the employee's duties and responsibilities during his or her absence, with emphasis placed on development of subordinates through training assignments.
  3. Coordination with departmental priorities and workload.
  4. Employee's performance record.
- C. Sabbatical leaves may allow up to Five Hundred Dollars (\$500) for expenses.
- D. Sabbatical leaves shall be restricted to one (1) leave, up to ninety (90) calendar days, for each management employee each five (5) years, with not more than five (5) City employees participating in any one (1) year.
- E. Each participant in Sabbatical leave programs shall submit to the City Manager reports summarizing his or her activities prior to final approval of such programs.
- F. Typical Sabbatical leave Programs might include internship on-loan executive programs, educational programs, travel study programs, or authorship sabbaticals.

## POLICE MANAGEMENT ASSOCIATION

### **17. ADMINISTRATIVE LEAVE**

Each Police Management employee will be granted 96 hours of Administrative Leave each calendar year pursuant to the following:

Administrative Leave shall be granted in recognition of work performed above normal work hours and the nature of the work performance and expectations placed upon Police Management employees. Use of Administrative Leave shall be approved by the Chief of Police noting the needs of the department and the necessity of having Police Management employees available for the effective functioning of the department.

Administrative Leave as provided herein is non cumulative between calendar years. At the end of each calendar year, upon employee request, the employee will receive cash payment for up to 40 hours administrative leave earned but not taken as time off during the calendar year.

### **18. OVERTIME**

Unless otherwise determined by the City, employees assigned to the classification of Lieutenant qualify as employees exempt from overtime under the FLSA. Under extraordinary circumstances, Lieutenants whose assignments require frequent assignment to extra work shifts, in addition to the normal work schedule, may receive extra compensation in addition to their base salary. Eligibility and approval for such extra compensation will be determined in the sole discretion of the Chief of Police whose decision shall be final and shall not be subject to challenge, appeal or grievance. Extra compensation, as used in this paragraph, will be for hours actually worked during the extra work shifts and will be paid at the straight time base hourly rate designated in the salary matrix.

Extraordinary circumstances will generally require the frequent scheduling of extra shifts over an extended period of time as a result of operational needs or as a result of an extended period of emergency. At his/her discretion, the Chief of Police may determine the appropriate staffing needs that constitute extraordinary circumstances necessitating additional shift coverage which may include scheduling of single shifts.

### **19. PLAIN CLOTHES ALLOWANCE**

The City will pay a plain clothes allowance of \$600.00 per calendar year for each Police Management employees.

**20. RETIREMENT**

A. Retirement (PERS%)

1. The City shall pay an amount equal to nine percent (9%) of the individual gross salaries of Police Management employees to the Public Employees' Retirement System (P.E.R.S.) on behalf of such employees in lieu of their individual retirement contribution obligation.
2. For purposes of this Section, "gross salaries" shall mean "compensation" earnable as defined in Section 20636 of the California Government Code.

B. 3% at 50 Formula

The City's contract with the Public Employees' Retirement System provides for the 3% at 50 retirement formula set forth in California Government Code Section 21632.2.

C. Single Highest Year.

The City's contract with the Public Employees' Retirement System provides for the "Single Highest Year" retirement benefit for Police Management employees.

D. PERS Benefit Provided by Government Code section 20636(c)(4)

Effective September 29, 2007, pursuant to Government Code section 20636(c)(4), the City shall pay (as already provided by subdivision A of this article) and report to P.E.R.S. as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A1 above and known as "employer-paid member contribution") (EPMC) covered by this MOU. For purposes of this agreement this "Pay and Report of EPMC" benefit shall be known as "PERS on PERS".

E. Military Buy-Back

The City's contract with PERS provides for the military buy-back option to a maximum of four (4) years buy-back time. The entire cost of this benefit shall be borne solely by those police management employees taking advantage of the buy-back option.

F. 1959 Survivor's Benefit

The City provides Level 4 coverage under the 1959 Survivors Benefit.

## 21. RESIGNATION

To resign in good standing, an employee must file a resignation with his/her appointing authority at least two weeks before the resignation date and state therein the reason for resignation. An employee who resigns may be reemployed within one year if said request for reemployment is approved by the appointing authority.

## 22. VEHICLES

The City will provide Police Captains, the Lieutenant assigned as the Detective Division Commander, the Lieutenant assigned as Executive Officer and the Lieutenant assigned to the Emergency Services Bureau with un-marked vehicles with communication and emergency equipment for use within Los Angeles and Ventura Counties or other areas when necessary to fulfill their duties.

The above noted Police Management employees will monitor the communication equipment whenever driving these vehicles and respond as appropriate to emergencies, or other matters requiring command level attention.

The City will provide fuel, maintenance and insurance for the vehicles assigned to Police Management employees.

## 23. SEPARATION FROM CITY SERVICE

### A. Sick Leave Pay-Off

All Police Management employees shall be eligible for the sick leave payoff programs as described below:

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

Employees who have achieved seven (7) or more continuous years of service shall be eligible for sick leave pay upon separation of employment with the City.

The rate of Sick Leave pay off shall be calculated as follows:

- a. For the first 7 full years of service - 21% of accrued, unused sick leave .
- b. For each year after the seventh year - 5% of accrued, unused sick leave per full year of service to a maximum of 79%. The maximum rate of sick leave payoff when subparagraphs a and b are combined is 100%.

## POLICE MANAGEMENT ASSOCIATION

- c. Sick leave pay off shall be calculated at the rate of pay received by the employee at the time of separation which shall be equal to the identical compensation the employee would have received had he used the sick leave to receive a paid leave of absence immediately prior to separation. Each employee eligible to receive sick leave pay shall receive the pay at the time of separation.

### B. Vacation Pay-Off

A Police Management employee who separates from City service shall receive an amount equal to accrued unused vacation at the time of separation. The rate of payoff shall be based on the rate of pay at the time of separation.

An employee shall not have the option of utilizing accrued unused vacation, in lieu of receiving vacation pay-off at the time of separation which shall be equal to the identical compensation the employee would have received had he used the vacation to receive a paid leave of absence immediately prior to separation.

### C. Conversion of Sick Leave to Deferred Compensation

Police Management employees may convert accumulated sick leave to salary. The extra pay may only be used to fund "catch-up" contributions to deferred compensation. The following restrictions apply to this program:

1. The employee shall have a minimum of 15 years of service with the City of Beverly Hills.
2. The individual's sick leave balance cannot be reduced below 500 hours.
3. The conversion is limited to no more than three consecutive years, and the conversion can be used only for funding the deferred compensation "catch-up".
4. The conversion shall not exceed the amount which will bring the annual deferral to the maximum allowed by law.
5. The conversion will be at the then existing sick leave payoff percentage.

## **24. ADMINISTRATIVE APPEAL PROCESS**

The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the existing disciplinary appeal process which was agreed to between the City and the City of Beverly Hills Police Officers' Association on November 7, 2006 and which applies to the Police Management employees. This procedure shall not apply to disciplinary actions for which Police Management employees already are

## POLICE MANAGEMENT ASSOCIATION

entitled to receive an appeal hearing pursuant to November 7, 2006 agreement for disciplinary transfer, step reduction, suspension, demotion and dismissal.

### A. Right to Administrative Appeal Under this Procedure

1. Any public safety officer (as that term is defined by Government Code § 3301 and which applies to Police Management employees) who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, step reduction, suspension or disciplinary transfer; or who is subjected to an action which may lead to punitive action, shall be entitled to receive an administrative appeal under this procedure. The Police Management employee shall not be entitled to appeal the action prior to its imposition, i.e., a Police Management employee shall not be entitled to receive a hearing akin to a *Skelly* hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.
2. Police Management employees subjected to dismissal, demotion, step reduction, suspension or disciplinary transfer shall continue to be entitled to an appeal in accordance with existing procedures.

### B. Notice of Appeal

1. Within five (5) calendar days of receipt by a Police Management employee of notification of punitive action as set forth above, the Police Management employee shall notify the Assistant Director of Administrative Services/Human Resources in writing of the Police Management employee's intent to appeal the punitive action.
2. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

### C. Hearing Officer

1. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
2. If a hearing officer is appointed by the City Manager, the hearing officer shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be final and binding.

## POLICE MANAGEMENT ASSOCIATION

### D. Burden of Proof/Persuasion

1. If the punitive action being appealed does not involve allegations of misconduct (i.e., allegations that the Police Management employee has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the Police Management employee the opportunity to establish a record of the circumstances surrounding the action. The City's burden shall be satisfied if the City establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

For example, if the Police Department effected a non-disciplinary transfer of a Police Management employee out of an assignment with the intent of affording other Police Management employees the opportunity to work in the assignment, the decision would not be subject to being overturned as long as it was reasonable, even if one or more persons might disagree with the decision.

2. If the punitive action involves charges of misconduct, (i.e., allegations that the Police Management employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if a Police Management employee received a written reprimand for unauthorized absence from work then the City would bear the burden of proving that the Police Management employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

### E. Conduct of Hearing

1. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
2. The parties may present opening statements.
3. The parties may present evidence through documents and testimony.
  - a. Witnesses shall testify under oath.
  - b. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.
4. The parties shall be entitled to confront and cross-examine witnesses.

## POLICE MANAGEMENT ASSOCIATION

5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

### F Recording of the Hearing

If the punitive action involves an allegation of misconduct, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

### G Representation

The Police Management employee may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the Police Management employee.

The City shall also be entitled to representation at all stages of the proceedings.

### H Decision

1. If a hearing officer is appointed by the City Manager, the hearing officer shall issue his/her advisory decision in writing within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.
2. Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and advisory decision. If the City Manager modifies or rejects the hearing officer's advisory decision, then the City Manager shall review the entire record prior to making a decision.
3. If the City Manager is the hearing officer he/she will issue his/her decision within sixty (60) calendar days of the submission of the case by the parties for decision. The City Manager's written decision shall set forth his/her findings of fact and final decision.
4. The City Manager's decision shall be served by first class mail, postage pre-paid, upon the Police Management employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the Police Management employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

POLICE MANAGEMENT ASSOCIATION

This contract is prepared pursuant to the requirements of Government Code Section 3505.1 for presentation to the City Council for its approval.

This Memorandum is signed on this \_\_\_\_\_ day of July , 2008.

City of Beverly Hills  
Representatives

Beverly Hills Police  
Management Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2008-2012PMA/MOU

**POLICE MANAGEMENT ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

Integration 1	
Term	1
1. SALARY INCREASES	2
2. APPOINTMENT & ADVANCEMENT	5
3. POLICE LIEUTENANT ASSIGNMENT BONUS	7
4. RECLASSIFICATION, PROMOTION & Y-RATING	7
5. MEDICAL INSURANCE	8
6. DENTAL INSURANCE	8
7. OPTICAL INSURANCE	9
8. LIFE INSURANCE	9
9. DEFERRED COMPENSATION	9
10. HOLIDAYS	9
11. VACATION	10
12. SICK LEAVE	12
13. BEREAVEMENT LEAVE	12
14. WITNESS LEAVE	12
15. LEAVE WITHOUT PAY	13
16. PROFESSIONAL DEVELOPMENT PROGRAM	13
17. ADMINISTRATIVE LEAVE	14
18. OVERTIME	14
19. PLAIN CLOTHES ALLOWANCE	14
20. RETIREMENT	15
21. RESIGNATION	16
22. VEHICLES	16
23. SEPARATION FROM CITY SERVICE	16
24. ADMINISTRATIVE APPEAL PROCESS	17