



## AGENDA REPORT

**Meeting Date:** March 11, 2009  
**Item Number:** F-15  
**To:** Honorable Mayor & City Council  
**From:** Sandra Olivencia, Assistant Director of Administrative Services/ Human Resources  
**Subject:** MEMORANDUM OF UNDERSTANDING BETWEEN THE SAFETY SUPPORT ASSOCIATION OF BEVERLY HILLS AND THE CITY OF BEVERLY HILLS.  
**Attachments:** 1. Redline Agreement  
2. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve the Memorandum of Understanding between the City of Beverly Hills and the Safety Support Association.

### **INTRODUCTION**

The Memorandum of Understanding (MOU) with the Safety Support Association expired on September 30, 2008.

Intervening negotiations with the bargaining group resulted in the following modifications to the revised MOU: 1. Five Year Term; 2. Updated language by making sure it is consistent and is current with labor law; 3. Future salary adjustments will be based upon salary surveys with total compensation comparisons to the market so that salaries are at the 75<sup>th</sup> percentile; 4. An "Employer Paid Member Contribution" program (EPMC) will be implemented effective November 1, 2008; 5. Employee medical benefits program will be provided through a Cafeteria Plan effective January 1, 2010; and 6. A two tier retiree medical insurance program will be provided for new or promoted employees effective January 1, 2010.

Through the implementation of salary surveys, the two tier cafeteria plan and the two tier medical retirement program, the City will benefit from the potential of significant future savings while at the same time ensuring competitive employee salaries and benefit packages.

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These negotiations have now been concluded resulting in a new agreement, with any adjustments retroactive to September 30, 2008.

### **DISCUSSION**

Key elements of the new MOU include:

1. Five year term effective September 27, 2008 to October 4, 2013.
2. Existing MOU language updates and changes to comply with labor law.
3. Salary adjustments to be based on total compensation salary surveys conducted each year. The compensation study will examine the total compensation of benchmarked classification using six survey agencies.
  - First year of the contract, the City agrees to bring all classifications in the unit which are below the 75<sup>th</sup> percentile to the 75<sup>th</sup> percentile.
  - In all subsequent years of the contract, the City agrees to bring all classifications in the unit which are below the 75<sup>th</sup> percentile to the 75<sup>th</sup> percentile.
4. Employer Paid Member Contribution (EPMC) will be reported by the City to Cal PERS as compensation earnable as of November 1, 2008 and to be paid by the employee.
5. Effective January 1, 2010, the City will provide medical benefits through a Cafeteria Plan program:
  - Employees hired or promoted into the Safety Support Unit after December 31, 2009 will receive flexible medical benefits (Two-Party PERS Care for medical and family dental and optical) through a Cafeteria Plan.
6. Effective January 1, 2010, the City will provide a two tier Retiree Medical Insurance benefits program:
  - All employees in the unit employed on or before December 31, 2009, who remain employed in the bargaining unit after that date and retire from City service shall continue to be eligible to receive the same level of retiree medical benefits they were eligible to receive before January 1, 2010:
    - Employees retiring on or after July 1, 1984, the City pays the difference between the statutory minimum and the single party coverage.
    - Effective July 1, 2001, eligible retirees age 65 or above who have 20 or more years of service, the City pays up to \$250.00 per month towards medical insurance coverage under PERS Care.

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- Employees with a service retirement after their 60<sup>th</sup> birthday who have between 15 and 20 years of service, the City pays \$75.00 per month toward the cost of medical insurance under PERS Care.
- Employees hired or promoted into the unit on or after January 1, 2010 will receive the PERS Care statutory minimum paid by the City. In addition the City shall contribute the sum of \$250.00 per month (\$138.46 per pay period) to a retirement account on behalf of the employee.

### **FISCAL IMPACT**

Under the current policy and past practices, the City has given annual salary increases as well as paid 100% for employee medical benefits, no matter what the increase was from Cal PERS. This negotiated contract caps salaries to the market whereby salaries cannot exceed the 75<sup>th</sup> percentile of those agencies surveyed. In addition, medical benefits are now capped through a Cafeteria Plan and increases will be part of negotiations rather than automatic. Also, the retiree medical benefits program has been modified to a two tiered program resulting in significant future savings for the City.

Since the salary surveys are currently being conducted, an estimate of the salary costs for this and next fiscal year has been provided. Medical benefits will remain the same for the next nine months and effective January 1, 2010, the Cafeteria Plan will become effective and the figures provided are estimates based on projections of the fiscal impact of the new program and estimated Cal PERS increases.

The estimated fiscal impact for the negotiated items is as follows:

- Total Compensation Salary Survey adjustment to the 75<sup>th</sup> percentile for 2009-2010 will be an estimate of \$63,885.
- The implementation of the Cafeteria Plan as negotiated will cost the City approximately \$ 621,888 for the first three years of implementation. However, the ten year projections show a savings of \$2,829,824.

The above costs are covered in the fiscal year 2008-09 budget and will be included in the budget for fiscal year 2009-10.

  
\_\_\_\_\_  
Finance Approval

  
\_\_\_\_\_  
Approved By

# **Attachment 1**

## Redline Agreement



## BEVERLY HILLS SAFETY SUPPORT ASSOCIATION

### Proposed Tentative Agreement

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

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

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

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

During the term of this Agreement, the City will not propose to modify the structure of job classifications, which -in the unit into Police Specialist classifications (or similar) as it had proposed during negotiations of the Agreement.

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 changes to such past practices. All other practices, policies and procedures affecting wages, hours, and working conditions may be changed only after a meet & confer process has been conducted between 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 Safety Support Employees (the "Plan") which are referred to herein shall be modified as set forth herein.

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2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective September 27~~October 1~~, 2008~~4~~ and shall expire on October 4, ~~September 30~~, 2013~~8~~.
3. Definition of the word "Day": The word "day" in this agreement refers to calendar days unless specifically designated as working days.

### 1. SALARIES

#### A. Total Compensation Survey

##### 1. Effective Dates Of Salary Increases if Applicable

On the following effective dates, the City shall implement base salary increases, if applicable, per the terms of the survey described below

September 27, 2008

September 26, 2009

September 25, 2010

September 24, 2011

September 22, 2012

A total compensation study shall be performed by a hired consulting firm, selected and paid for by the City, which shall conduct the survey according to the terms prescribed herein. If the Association does not agree with the results of the study it shall provide the City a written statement that outlines the figures or elements it disputes. The Association's written statement may, at its option, include reports from a consultant selected and paid for by it. Thereafter, the parties will meet and confer to attempt to resolve those disputed items. If an agreement still cannot be reached, the parties may agree to submit the matter to a mediator to assist them to reach agreement. If no agreement is reached, or if the parties do not elect to use mediation, the disputed issues shall be submitted to an arbitrator for advisory arbitration. The arbitrator's decision shall be a recommendation to the City Manager who shall render a final administrative decision.

##### 2. Survey Cities:

For the term of this Agreement, the surveyed cities shall be the following: Santa Monica, Torrance, Glendale, Newport Beach, Costa Mesa and Irvine

##### 3. Time When Surveys Will Be Conducted

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Except for the first year of this agreement, the surveys will be completed each year by November 15 and will include raises which are known to take effect during the first payroll period after January 1 of the subsequent year. For the first year only, the survey shall include only those salaries in effect by September 27, 2008. All raises provided to represented classifications shall be retroactive to the dates identified in subsection 1, above.

### 4. The elements of total compensation will include:

- 1) Monthly Base Salary at the Top Step of each classification's salary range;
- 2) The value of the City paid employee (i.e., member) contributions to CalPERS;
- 3) The value of the "PERS on PERS" benefit (see Article 19, section f below). For survey purposes, for those agencies which provide PERS on PERS (including Beverly Hills) there shall be a reflected value of 1.4% of top step base salary for the first three years of this agreement and 1.733 % for the last two years of this agreement;
- 4) The value of the average health insurance plan of all bargaining unit members. To determine the survey agencies' values, the survey will use each agency's plans (including cafeteria dollars offered to employees at the other agencies) with the Safety Support Personnel's demographics at the time the survey is conducted;
- 5) Maximum City Paid Dental Insurance (family plan);
- 6) Maximum City Paid Vision (family plan);

(Note: Effective with the 2010 salary study, elements 4, 5 and 6, above, shall not be used for purposes of calculating the survey amount for Beverly Hills and, in its place, the average cafeteria plan contribution per employee is substituted.

- 7) Maximum City Contribution towards Long Term Disability Insurance;
- 8) Maximum City provided Life Insurance, valued at 21 cents per \$1,000 of coverage;
- 9) Maximum City contribution to deferred compensation;
- 10) Longevity Pay according to the amount that would be received by an employee with 15 completed years of service or the City's average longevity pay for all members of the survey agency bargaining, unit whatever is higher;
- 11) The dollar value of the maximum vacation leave provided to an employee in the unit;
- 12) The dollar value of the maximum holiday pay provided to an employee in the unit; and
- 13) Average City Paid Education and Certification Pays;

### 5. Calculation of the formula

In the first year of this contract (retroactive to September 27, 2008) the City agrees to implement a base salary increase (if applicable) of whatever amount is necessary to bring each benchmark classification in the unit which is below the 75<sup>th</sup> percentile in total compensation to the 75<sup>th</sup> percentile. Non benchmark classifications will receive an increase if applicable.

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In all subsequent years of this contract, the City agrees to implement a base salary increase of whatever amount is necessary to bring each classification in the unit which is below the 75<sup>th</sup> percentile in total compensation to the 75<sup>th</sup> percentile.

NOTE: The 75<sup>th</sup> percentile is calculated by using an excel spreadsheet. The array of total compensation numbers for each classification (either the benchmarks or the other classifications whose compensation is determined by internal relationships to the benchmarks) are calculated and placed on an excel spreadsheet. The following formula is then run: “=percentile(A1:A6,0.75)”. A6 stands for the six survey agencies.

### 6. Annual Negotiations re Survey

The parties agree that prior to any surveys being completed herein, they must reach mutual agreement on: (1) the identity of the benchmark classifications; (2) the classifications that are comparable to the benchmark classifications from each of the surveyed jurisdictions; (3) internal relationship of non benchmark classifications to benchmark classes or other internal factors; and (4) a satisfactory means to address classifications for which there is no adequate applicable market data.

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**A.**

Effective January 1, 2005, Safety Support employees shall receive a 4% base salary increase; effective January 1, 2006, Safety Support employees shall receive a 4% base salary increase; effective January 1, 2007 Safety Support employees shall receive a 4% base salary increase and effective January 1, 2008, Safety Support employees shall receive a 3.5% base salary increase.

B. During the first year of this contract, the City shall perform a compensation study; said study will be performed by a consultant selected and paid for by the City. The City and Association agree that a sum equal to 1% of the annual base salary of the entire Safety Support Association as of January 31, 2008 will be used to pay for salary increases which may result from said compensation study. Any funds not applied toward the salary increases will be distributed equally among the base salaries of all Safety Support employees as of June 30, 2008.

On or before March 1, 2008, the City will provide the Association with a statement that accounts for which classifications, if any, were adjusted, the amount they were adjusted, how much, if any of the sum equal to 1% of base annual salary for the entire Safety Support Association, as of January 31, 2008 is remaining, and the percentage amount that the base salaries of all Safety Support classifications will be increased by June 30, 2008, if any.

## 2. APPOINTMENT AND ADVANCEMENT

## SAFETY SUPPORT PERSONNEL

### A. Movement Through Range

The City Manager may make appointments to or advancements within the prescribed ranges of specific positions upon evaluation of employee qualifications and performance. Normally, employees shall be appointed in the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

#### 1. Initial Hire-Probationary Period Employment

~~Unless otherwise provided, every probationary employee shall receive a salary step increase to Step II of the prescribed schedule only upon satisfactory completion of the prescribed probationary period. The probationary period for all positions in the bargaining unit shall be Communications Dispatcher, Records Technician I, Forensic Specialist and Property Officer is one year. However, upon satisfactory completion of the first six (6) months of service, Communications Dispatcher, Forensic Specialist, Records Technician I and Property Officer employees (appointed at Step D) shall receive a salary step increase to step II in the prescribed schedule. The salary step increase will be effective on the first day of the pay period that begins after satisfactory completion of 6 months of service. In addition, all probationary employees (regardless of at what Step they were hired into) will as well as be eligible to use accrued sick leave, vacation, and personal holiday leave upon satisfactory completion of the first six (6) months of service. The salary step increase will be effective on the first day of the pay period that begins after completion of 6 months of service.~~

Probationary employees appointed to a step other than the first, shall not be eligible to receive a step increase ~~until they~~ upon the satisfactory completion of their one year probationary period. Said employees shall receive increases as stated in Article 2.B. of this section.

#### 2. Permanent Employee Advancement

Unless otherwise provided, every permanent employee (i.e., employees who have successfully completed their initial hire probationary period) shall receive step advancements in the following manner:

- a. Each year on his or her anniversary date in the position, an employee shall be eligible for salary step increases for Steps III-V, provided said employee has received an evaluation with an overall rating of at least satisfactory. met the standards as provided through the Employee Evaluation Program. The salary step increase will be effective on the first day of the pay period that begins after his/her anniversary date.

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- b. Such an increase is recommended by the employee's supervisor and the Appointing Authority (as defined throughout this MOU as each employee's Department Head or designee), and is approved by the ~~Director of Human Services~~Assistant Director of Administrative Services/Human Resources.

### B. Employment At Other Than The First Step

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

In the event an employee is appointed to a step above the first, he/she ~~shall not be eligible for a salary step increase upon completion of probation, but~~ shall be eligible for a salary step increase upon the completion of one year of service (on the first date of the pay period that begins after one year of service has been completed) and receipt of an evaluation with an overall rating of at least satisfactory as provided through the Employee Evaluation Program.

### C. Application Of Salary Steps To Reclassifications And Promotions

An employee may request a reclassification if he or she has been in the position for at least 180 days. The City can initiate a request for reclassification of a position at any time regardless of whether an employee in the position has been in the position for 180 days.

When a position in the unit is reclassified upward, the employee in the position incumbent shall be appointed to the reclassified position, ~~providing except~~ that:

1. ~~The incumbent has held the position which was reclassified for a minimum of ninety (90) days prior to the reclassification. If the City initiates the request and an employee in the position has not been in the position for at least one hundred and eighty (180) days immediately prior to the reclassification, he or she will stay in his or her current position until he or she has been in it for 180 days, and~~
2. ~~Said~~ If at the end of the 180 days period, above, the employee meets the qualifications established for the reclassified position, he or she shall be immediately reclassified to the new position. If the employee incumbent does not then meet both of the above criteria the minimum requirement of, the reclassified position, it shall be filled through an outside recruitment process. Employees shall serve a probation period unless the reclassified position is exempt.

Reclassification - In the event an employee is promoted or the position occupied by such an employee is reclassified to a position assigned to a higher salary schedule, and the

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employee in such position is eligible for appointment to this position, he/she shall be placed at Step 1 of the new classification or at a step that is at least equal to one step greater than the pay rate in the previous classification, provided that no rate higher than the ~~first~~ top step of the respective salary schedule shall be paid.

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

\_\_\_\_\_ Benefits and leave rights shall be available to all employees on probation as a result of accepting a promotion, if such employee has completed ~~his or her initial probation or~~ at least six (6) months of probationary service in City Service. ~~Such payment shall be recommended by the department head and approved by the Director of Human Services.~~

### D. Effective Date Of Automatic Or Merit Step Advancement

All step advancements recommended by the department head shall be effective on the first date of the pay period that begins after the anniversary date of the affected employee, ~~except those employees described in 2.B of this section~~, and upon the expiration of each succeeding twelve (12) month period of service thereafter upon the required approval of the Appointing Authority or ~~Director of Human Services~~ Assistant Director of Administrative Services/Human Resources, unless otherwise specifically authorized by the City Manager.

### E. Special Merit Step Advancement

~~In the demonstrated instance of clearly superior job performance or to prevent a manifest injustice to the employee by detracting from the concept of equal pay for equal work or related circumstances, or to further the advancement of the public interest,~~ (The City Manager may, upon the recommendation of the department head and the ~~Director of Human Services~~ Assistant Director of Administrative Services/Human Resources, authorize the advancement of an employee to any of the four (4) steps earlier than he/she would normally be eligible for length of service. Such increases shall be effective on the first day of the pay period following approval by the City Manager, if not otherwise specified by the Appointing Authority. 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 merit step advancement.

### F. Special Assignment & Training Increases

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A special assignment increase may be granted (upon approval of the Assistant Director of Administrative Services/Human Resources) to an employee by an Appointing Authority provided that the employee is clearly performing specific duties above and beyond that required by his/her classification while not assigned or authorized to be filling a position out of classification. The Appointing Authority shall submit his/her recommendation and justification to the ~~Director of Human Services~~Assistant Director of Administrative Services/Human Resources for approval. The Assistant Director of Administrative Services/Human Resources will review the recommendation and determine whether it is warranted given the standards of this section.

~~When assigned to train a new employee, a Safety Support personnel employee shall receive an a 6% assignment pay increase applicable only to the hours worked in training the new employee bonus. Said increase shall be at least 6% but not to exceed 10% above the base salary paid to the employee. Given that this training pay increase is only applicable to the hours worked in training a new employee, once such training ends, the employee will no longer be entitled to receive it unless/until he/she begins to train another new employee. Annually, a review by tThe Director of Human ServicesAssistant Director of Administrative Services/Human Resources may review any employee's receipt of such training assignment pay at anytime to determine if an employee's receipt of it is still warranted. of the special assignment shall be made to determine if it is still warranted. Communications Dispatchers shall receiving training pay of 6% when training a Police Officer.~~

### G. Temporary Or Seasonal Employment

~~Temporary or seasonal appointments to a position in any authorized classification shall be made at the first step of the appropriate salary schedule. In the event an appointment is made at other than Step 1, the procedure relative to permanent appointments shall be followed. Persons occupying temporary or seasonal positions shall not accrue any paid benefits, leave right, or tenure right. If a temporary or seasonal employee attains probationary status, or if he/she is exempt from permanent status, he/she shall not be eligible for any retroactive payment of benefits and tenure rights.~~

### GH. Superior - Subordinate Relationship

For the purpose of this section G, 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 of 3% above the salary received by his/her highest paid subordinate. Notwithstanding the foregoing, no member of this unit may receive pay pursuant to this section if he/she is

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supervising a police officer or any other sworn personnel or working on an overtime assignment.

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

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

### Hi. Filling Position Out Of Classification (FPOC)

Every regular Safety Support employee assigned to and working in a classification with a salary schedule above that of the employee's regularly assigned position as the result of special departmental need shall be paid while so assigned at a step within the range for the ~~superior~~ higher classification, after serving 40 hours in any calendar year at the higher superior classification. When an employee is assigned and performs the duties of the higher classification, the employee shall receive 10% above the pay rate of his/her regular classification provided that no rate higher than the fifth step, nor lower than the first step of the salary schedule for the classification in which the work is performed is paid, and is consistent with other provisions of this Compensation Plan MOU regulating such assignments. No position may be filled out of classification unless established departmental procedures are followed and authorization from the Appointing Authority is obtained.

To be eligible for compensation for filling a position out of classification, ~~acting 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 classification. Before FPOC status is obtained attained, the necessary personnel forms shall be approved by the Appointing Authority and ~~Director of Human Services~~ Assistant Director of Administrative Services/Human Resources.

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

### **3. BONUSES**

No special salary adjustments authorized by this Section shall become effective until an official transaction form authorizing the adjustment is approved by the ~~Director of Human Services~~ Assistant Director of Administrative Services/Human Resources. Special salary

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adjustments, except those designated as "shift differentials", shall not be treated as part of base salary and shall be excluded in calculating earnings when ~~overtime~~, loss of time, or benefits are involved.

### A. Definitions

1. Rotating shift means an authorized periodic and regular reassignment to day, swing, and/or night shift schedule.
2. Swing shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each work day.
3. Night shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each work day.
4. Day shift means any authorized work schedules assigned except rotating, swing or night shift as defined in this section.

### B. Shift Bonuses

1. Employees assigned to a rotating or swing shift shall receive a shift differential of 3% of base salary. ~~per month. of base salary per month~~
2. Employees assigned to a night shift shall receive a shift differential of 6%

### C. Latent Print Examiner Bonus

Forensic Specialists and Senior Forensic Specialists who qualify as Certified Latent Print Examiners shall receive a bonus of 5.5% of base salary per month. ~~Said p~~Proof of certification shall be filed with the Human Resources Office~~Services Office~~.

### D. Bi-Lingual Bonus

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

## 4. MEDICAL INSURANCE

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### A. Medical (Current Employees)

The City contracts with the Public Employees' Retirement System for medical insurance. The City shall provide a medical health insurance program to employees, the cost of which shall be borne by the City. The cost of the coverage may vary, contingent upon the number of dependents claimed. Insurance coverage is effective the first day of the next month following the thirty (30) day waiting period, provided that the employee has obtained permanent or probationary status on the effective date of coverage.

In the event an employee is on leave of absence without pay, as a result of an industrial injury, the City shall pay its contribution of the health-medical insurance premium of an employee and dependents, if covered, to the limit of one month's coverage for each full year of said employee's City service.

### B. Medical (Retired Employees)

~~Safety Support employees retiring (service retirement only) on and after July 1, 1984 shall be eligible for continued medical health benefits for single party coverage unless and until the following occur:~~

~~1. The retiree reaches age 65, or~~

~~2. The retiree becomes eligible for Medicare, or~~

~~3. The retiree is or becomes eligible for, or a participant of another employer paid health plan or Veteran's Administration benefit; or~~

~~4. For Kaiser enrollees only, the retiree moves from the Kaiser Permanente service area.~~

### C. Conversion to PERS Plan

~~The City agrees to convert Safety Support employees from the City's present medical insurance plan to the PERS medical insurance plan, effective January 1, 1995.~~

The payment of benefits premiums toward this health-medical insurance program will be through the administration of a flexible benefit package. The City shall pay \$16.00/month the PERS statutory minimum (\$97.00 for 2008, \$101.00 for 2009, and the yet still undetermined amount for 2010, 2011, 2012 and 2013) 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:

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- 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) ~~A. For employees retiring (service retirement only), on and after July 1, 1984, the City shall pay the difference between \$16.00 and the single party coverage.~~

~~□~~ B. Retiree Medical (over age 65)

B. Medical (Retired Employees)

Safety Support ~~employees retiring~~retirees (service retirement only) retiring on and after July 1, 1984, shall be eligible for continued medical ~~health~~ benefits for single party coverage unless and until the following occur:

1. The retiree reaches age 65, or
2. The retiree becomes eligible for Medicare, or
3. The retiree is, or becomes eligible to be for, or a participant in of another employer-paid health plan or Veteran's Administration benefit; or
4. For Kaiser enrollees only, the retiree moves from the Kaiser Permanente service area.

For retirees up to age 65 (service retirement only), the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums for the single party coverage.

Effective July 1, 2001, fFFor eligible retirees age 65 or above, the City shall pay up to \$150 per month toward medical insurance coverage under PERS. Eligible employees are those who:

- Retire after July 1, 2001; and
- Take a service retirement on or after their 60<sup>th</sup> birthday and are not subsequently covered under PERS with another agency with the exception of work below 960 hours per fiscal year; and
- Have 20 or more years of full time service with the City of Beverly Hills prior to retirement; and.
- For those employees who otherwise meet the above eligibility criteria and who have between 15 and 20 years of service, the City shall pay \$75 per month toward the cost of medical insurance under PERS.

D. Federal Health Insurance

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~~If at any time in the future the federal government mandates any health insurance program that requires employer costs 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, including any remaining contributions to the Trust Fund. The City agrees to make a good faith effort to develop 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 Milian Brown Act to unilaterally adopt and implement such modification or withdrawal from the PERS plan.~~

### C. Health and Welfare Benefits Effective January 1, 2010:

The City contracts with the Public Employees' Retirement System for medical insurance coverage of eligible employees and retirees. Eligible new hires are covered under the program on the first day of the month following a 30-day waiting period that begins on the hire date.

Effective January 1, 2010, the City will contribute the PERS statutory minimum on behalf of each participant in the program. A participant is defined as any of the following individuals: (1) a covered employee, (2) a covered retiree, and (3) a covered surviving annuitant of a deceased retiree.

In addition, the City will provide current employees with flexible benefits through a cafeteria plan as provided below.

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

1) Cafeteria Plan: The provisions of the Cafeteria Plan are described below.

#### a) Benefits provided through Cafeteria Plan:

Effective January 1, 2010, the following insurance benefits provided for in this Article will be provided through the provision of a cafeteria plan adopted in accordance with the provisions of IRS Code § 125: medical, dental, and optical. As such, articles 5 and 6 (dental and optical insurance) of this Agreement will be superseded by the provisions of the cafeteria plan on January 1, 2010. The provision of medical insurance to employees (as contained in paragraph A above) will also be superseded by the provisions of the cafeteria plan on that date. Nothing herein will impact the provisions of paragraph B above as it relates to retiree

medical insurance for employees and their dependents in the bargaining unit on or before December 31, 2009 and their dependents.

b) The Purchase of Optional Benefits Through the Cafeteria Plan:

The cafeteria plan offers employees the opportunity to purchase the following optional benefits: medical, dental and optical insurance.

Effective January 1, 2010, employees shall be provided with an amount which will total an amount which includes the two party PERS Care, family dental (Guardian) and family optical (VSP) per month to purchase the optional benefits of medical, dental and optical insurance. (For employees who participate in medical insurance through CalPERS, the amount described above will include the PERS statutory minimum paid by the City.) Each year on January 1, the amount shall be adjusted by the amount of the increase in two-party PERS Care, family dental and family vision.

(1) Medical Insurance

Eligible employees may select any of the following medical insurance plans offered by CalPERS:

HMO Plans

PPO Plans

1) Kaiser;

1) PERS Care;

2) Blue Shield Access +; or

2) PERS Choice; or

3) Blue Shield Net Value

3) PERS Select

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

For each of the foregoing plans, employees will also be able to choose the benefit for the employee, employee + 1 or employee + family. Covered employees are required to participate in CalPERS medical insurance under one of the available options. An employee may, however, elect not to participate if he/she provides the City with proof that he/she has comparable medical insurance from another source.

(2) Dental Insurance

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

3) Optical Insurance

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

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

d) The Receipt of Cash Through the Cafeteria Plan: Employees will be eligible to receive cash (subject to taxation as wages) through the cafeteria plan if they either opt out of receiving one of the optional benefits provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they receive through the plan as follows:

(1) Receipt of Cash for Opting Out of the Optional Benefits

Employees who elect not to be covered by any of the three optional benefits provided through the cafeteria plan, and meet the opt out requirements, if any, shall receive the following monthly amount as cash wages for each benefit for which the employee opts out:

1) <u>medical insurance</u>	<u>\$450.00</u>
2) <u>dental insurance</u>	<u>\$100.00</u>
3) <u>optical insurance</u>	<u>\$15.00</u>

(2) Maximum Receipt of Cash If Optional Benefits Chosen Result in the Employee Still Having Cafeteria Plan Contributions Available

The cafeteria plan offers employees the ability to purchase each of the three optional benefits with the City's contribution to the cafeteria plan. Employees may choose to purchase benefits that cost less than the City's contribution to the cafeteria plan and choose to receive cash wages with their remaining City contribution. An employee who chooses to receive any of the optional benefits under the cafeteria plan shall be eligible to receive up to \$475 as cash wages as long as he/she has not reached the cafeteria plan maximum amount with his/her purchases:

If, after opting out of one or more optional benefits or purchasing optional benefits through the cafeteria plan (under C(1)(d)(1) or C(1)(d)(2) an employee would exceed the City contribution amount to the cafeteria plan through the receipt of the cash wages described herein, the cash wages the employee will be provided is that amount which will bring the employee to the maximum amount as described above.

Thus, for example, (under C(1)(d)(1) above) if an employee (eligible to receive \$1,543.00, for example) opts out of dental insurance and purchases medical and optical insurance with premiums which add up to \$1,250.00, he/she would receive \$100.00 for opting out of dental insurance. However, if the premiums added up to \$1,532.00 (and the maximum amount was \$1,543.00) the employee would only receive \$11 for opting out of dental insurance, not the \$100.00 because the \$11 would cause the employee to reach the cafeteria plan contribution maximum.

As another example, (under C(1)(d)(2) above) if an employee hired on February 10, 2010 purchases \$1,400.00 worth of optional benefits per month including medical insurance, (and the maximum amount was \$1,543.00) he/she will receive \$143.00 per month in cash. However, if such an employee only purchases \$700.00 per month in medical, dental and optical insurance, he/she will receive \$475.00 per month in cash

e) Flexible Spending Accounts: The cafeteria plan will also offer employees the opportunity to participate in both a health care and

dependent care flexible spending account (each an FSA) whereby employees will be able to defer up to \$2,500 per year (for the health care FSA) and up to \$5,000 per year (for the dependent care FSA) to pay for any eligible out of pocket expenses related to health care or dependent care on a pre-tax basis. The provisions of both of these FSA's will be provided in a plan document. The plan document will be available to each eligible employee upon request. Essentially, before January 1 of every year, employees will be able to elect to have their compensation (up to the aforementioned limits) for the upcoming year deducted biweekly and contributed on a pre-tax basis to the FSA. During the year (and for a short grace period thereafter), an employee can receive reimbursements under the FSA for covered expenses incurred during the year, up to the amount of the employee's contributions for the year. The FSA deductions will be withheld from employees' regular payroll.

- 2) Mandatory Health and Welfare Benefits: The following are benefits that all employees are included in at the City's cost: term life insurance (\$50,000.00 policy) and disability insurance which provides two thirds (2/3) of monthly salary up to a maximum of up to \$3,000.00 per month, except as may be provided under the applicable plan document. Articles 7 and 8 of this Agreement will be superseded by the provisions of this paragraph C.(2) on January 1, 2010.
- 3) Supplemental Term Life Insurance: Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. Although employees may use cash wages they receive through the cafeteria plan to purchase supplemental term life insurance, they cannot defer cash wages they receive through the cafeteria plan directly into the purchase of supplemental term life insurance. It must be a deduction from their paycheck.
- 4) Deferred Compensation: In accordance with the tax rules, any cash that an employee may receive through the cafeteria plan may not be deferred to the employee's accounts under the City's retirement plans. The employee may, however, be able to elect to increase his/her deferrals to the City's retirement plans from his/her regular wages.
- 5) Benefits if on an Industrial Leave: In the event an employee is on a leave without pay as a result of an industrial injury, the City shall pay the PERS statutory minimum for that employee (assuming the employee wants medical, dental or vision coverage from the City) for the duration of the leave. In addition, outside of PEMHCA, assuming the employee wants to be covered by medical, dental or vision insurance the employee shall

receive his/her additional cafeteria plan contribution (up to the maximum amount provided above) amount for one month for each year of full service up to one year. If an employee chooses to opt out of insurance and receive cash as described above, he/she will be eligible to receive that cash for one month for each year of full service up to one year.

D. Retiree Medical Insurance For Employees Hired By the City Before January 1, 2010

- 1) All employees employed by the City on or before December 31, 2009, shall maintain their existing entitlements to retiree medical benefits.
- 2) For retirees and their dependents participating in the CalPERS medical insurance program, the City will pay the statutory minimum. In addition, the City will provide benefits through a medical reimbursement program.
- 3) Retirees and their dependents will not be permitted to receive cash back options per the cafeteria plan.

E. Retiree Medical Insurance For Employees Hired On Or After January 1, 2010

Employees hired by the City on or after January 1, 2010 who retire from the City will receive the PERS statutory minimum paid by the City in accordance with paragraph D.

In addition, for employees hired into the unit as new employees on or after January 1, 2010, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$250.00 per month (\$115.38 per pay period) to a retirement account on behalf of such employees.

For employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009, they will receive retiree medical benefits (based on their years of service with the City) in accordance with the benefits of this MOU as though they were a member of the bargaining unit prior to January 1, 2010.

F. Purchasing Additional Insurance If Funds Are Insufficient to Cover Act Cost of Chosen Benefits

Any retiree who whose City contribution for retiree medical, dental and/or vision insurance is insufficient to cover the actual cost of such insurance for the retiree and his/her eligible dependents can purchase such insurance through CalPERS by paying the additional amount in excess of the City contributions.

### 5. 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's dental plan.

### 6. OPTICAL INSURANCE

The City shall provide ~~at the City's cost~~ an optical insurance plan to employees, the cost of which shall be borne by the City, not exceed \$17.28 per month per employee.

### 7. LIFE INSURANCE

Safety Support employees ~~holding permanent or probationary status on September 12, 1972, and thereafter,~~ shall be entitled to a \$50,000 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. ~~Such policy shall take the place of any other policies existing prior to the adoption of this provision.~~ Each such employee shall have the option to purchase additional life insurance at the City's unit cost, if available.

### 8. DISABILITY INSURANCE

The City shall provide at the City's cost a long term disability plan for Safety Support employees ~~the cost of which shall not exceed \$34.13 per month per employee.~~ The Plan shall include not less than a 60 day elimination period.

### 9. DEFERRED COMPENSATION

The City shall contribute ~~at least~~ \$30.00 per month per employee to the City's deferred compensation program.

A. Conversion Contribution of Sick Leave and Vacation Leave to Deferred Compensation:

Employees Safety Support Personnel may ~~convert~~ choose to contribute up to 24 hours of accumulated sick leave and up to 80 hours of accumulated vacation ~~leave~~ earned but not taken during the calendar year to salary deferred compensation. The ~~extra pay contributed sick leave and vacation~~ may only be used to fund contributions to the City's deferred compensation 457, 401k and or (HRA) Health Savings Account of applicable value. ~~(RHS) Retirement Health Savings plans.~~

## SAFETY SUPPORT PERSONNEL

The following restrictions apply to this program:

- An employee must ~~accrue~~accumulate 72 hours or more of ~~unused~~sick leave earned but not taken during the payroll year and may only exercise this option in lieu of exercising the "Sick Leave Incentive" option.
- An employee with 240 or more vacation hours may ~~convert~~contribute up to 80 hours of ~~accrued~~accumulated vacation ~~leave~~earned but not taken during the calendar year to ~~salary~~deferred compensation.

### B. Conversion-Contribution of Sick Leave to Deferred Compensation "Catch-Up" Provision Option:

Employees may ~~convert~~contribute accumulated sick leave to deferred compensation salary. The ~~extra pay~~contributed sick leave may only be used to fund "catch-up" contributions to deferred compensation.

The following restrictions apply to this program:

The employee ~~must~~shall have a minimum of 15 years of service with the City of Beverly Hills.

The ~~individual's~~employee's sick leave balance ~~accrual~~ cannot be reduced below 500 hours by the contribution.

The ~~conversion~~contribution is limited to no more than three consecutive years (although an employee may contribute more than three years over his/her career), and the ~~conversion~~contribution can be used only for funding the deferred compensation "catch-up".

A ~~conversion of no more than whatever is~~ contribution shall not exceed the amount which will bring the annual deferral to the maximum allowable by law per employee per calendar year is allowed.

The ~~conversion~~contribution will be calculated at the then existing sick-leave pay-off percentage.

## 10. HOLIDAYS

### A. Holidays

~~All~~ Safety Support personnel employees shall be entitled to the following paid holidays if such employee worked the normally assigned duty period the day before and the day after

## SAFETY SUPPORT PERSONNEL

the holiday, or was absent on authorized paid leave during said periods. ~~Effective July 1, 2002, e~~Employees shall receive ten (10) holidays, the hours of which will correspond to the schedule noted in Section 20 of this agreement.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	<u>Day After Fourth</u> <del>Friday</del> <u>Thursday</u> in November
Christmas Day	December 25

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

If the holiday falls Monday through Friday, one day off (up to 9 hours) is granted on the day on which the holiday falls.

If the holiday falls Monday through Friday, and the employee is required to work, the employee is paid for the holiday, plus paid 1½ times the regular rate for hours actually worked on the holiday, or allowed to accrue compensatory time ~~off~~ at 1½ times ~~the~~ for hours actually worked.

If the following holidays (January 1, July 4, November 11 and December 25) fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules the employee's 9/80 day is either Monday or Friday, the employee shall receive a floating holiday ~~at straight time~~ in lieu of the holiday. Floating holidays may be taken at ~~the~~ each employee's discretion, subject to approval of the ~~supervisor and~~ Head or designee. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. If an employee does not use his/her floating holidays within the calendar year (with the exception of those floating holidays which are earned in November or December, in which case the employee will be able to use the floating holiday from that year for the first two months of the following year) in which the employee has received it, he/she will not earn an additional floating holiday in the next calendar year. The parties encourage employees in the unit to use their floating holidays. Since floating holidays cannot be removed from an employee once earned, and the parties do not want employees to have more floating holidays on the books than would be received within the current year, a floating holiday carried over at the end of the year results in the employee being unable to

## SAFETY SUPPORT PERSONNEL

~~earn that holiday in the next calendar year. Department Heads or designees will not act unreasonably in granting requests to use floating holidays. Said holiday is non-accruable and shall not be paid for if not taken during the fiscal year. Said holiday(s) shall be non-accruable and must be used in the fiscal year in which it was earned.~~

~~In the event an employee is assigned to work on the above dates, said employee shall be paid for the holiday (up to 9 hours), plus 1 ½ times for hours actually worked on the holiday.~~

~~If employee is required to work on a Saturday or Sunday holiday, he/she shall be paid at 1½ times the base rate for time actually worked, and will be given another day during the work cycle if feasible depending on departmental scheduling.~~

~~Every employee Safety Support personnel whose work schedule eyele is different from the Monday through Friday schedule eyele, shall receive holiday benefits in the following manner:~~

~~If the holiday falls on one of his/her work days, he/she shall be given that day off, if possible.~~

~~If the holiday falls on one of his/her days off, he/she shall be given one day off during the following same pay period work cycle or receive compensation for one additional day's pay.~~

~~If employee is required to work on the holiday, he/she shall be compensated at 1½ times the hours worked in addition to his/her the regular base compensation rate for the holiday.~~

~~Whether an employee shall be compensated with by additional pay for holiday work or by the allowance of time off with pay shall be at the department head's discretion.~~

### B. Personal Holiday

Upon satisfactory completion of a probation period, Safety Support employees shall be entitled to one paid personal holiday per fiscal year. Employees having served one year or more with the City shall receive an additional paid personal holiday per fiscal year.

~~These holidays may be taken at the employee's discretion subject to the supervisors and department head approval. Employee shall request said holiday in writing. Said holiday is non-accruable and shall not be paid for if not taken during the fiscal year. . If an employee does not use his/her personal holidays earned within the fiscal year in which the employee has received it, he/she will not earn an additional personal holiday in the next fiscal year. The parties encourage employees in the unit to use their personal holidays. Since personal holidays cannot be removed from an employee once earned, and the parties do not want employees to ever have more personal holidays on the books than would be received within the current year, a personal holiday carried over at the end of the year results in the employee being unable to earn that holiday in the next calendar~~

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year. Department Heads or designees will not act unreasonably in granting requests to use personal holidays

Effective July 1, 2002, The hours of the personal holiday will correspond to the schedule noted in Section 20 of this agreement.

Notwithstanding, the foregoing provisions of this articleseries, each department shall require such employees as may be necessary for efficient operation to work on any holiday, ~~or period of normal time off.~~

11. VACATION

A. Authorization For Taking Vacation

With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, Upon completion of probation, every employee may take ~~accrued-accumulated~~ vacation ~~leave if -so computed and earned at time or times~~ approved by the employee's department head.

An employee entitled to vacation ~~leave~~ shall make written application therefor in the manner and within the time directed by the Appointing Authority. Every department head or designee shall establish a vacation schedule for each calendar year based on employee requests as far as possible upon applications and seniority of the employees concerned but and subject to his/her right to plan work under his/her control and to allow vacations when employees can be spared. He/she shall notify ~~every employees~~ as soon as possible whether their his/her application is approved, and if not, of the period which is substituted.

B. Vacation Allowances

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to Safety Support personnel every employee except hourly paid, seasonal, and temporary employees at the rates indicated below:

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

C. Accumulation

## SAFETY SUPPORT PERSONNEL

Safety Support personnel who have completed fourteen years of service or less may not accumulate more than 480 hours of vacation at any time. Such employees with 480 hours of vacation on the books will not continue to accrue vacation until their balance falls below 480 hours

Safety Support personnel with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 480 hours may accumulate annual vacation which will result in their balance being above 480 hours. However, if at the end of any calendar year the vacation accumulation is above 480 hours (whether they cash out vacation or not, see below), they will not continue to accrue vacation until the balance falls below 480 hours, whereupon they will then continue to accrue vacation during that calendar year.

~~Safety Support employees shall be entitled to accumulate a bank of accrued vacation up to a maximum of 320 hours in addition to the current year's accrual. To reach the maximum of 320 hours accumulated accrued vacation, an employee may add no more than 40 hours of accrued vacation to the employee's bank of accumulated vacation days per year until the maximum is reached.~~

~~An employee who fails to use sufficient vacation to maintain an accumulated bank within the above limitations shall forfeit any excess vacation time without compensation. Accumulation of the accrued vacation bank shall be adjusted annually on January 1 of each calendar year.~~

At the end of each calendar year, upon the employee's request, an employee with 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.

## 12. SICK LEAVE

Except as is otherwise provided, Safety Support personnel ~~each regular or probationary employee~~ shall accrue, use and be compensated for sick leave as follows:

- A1. 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, ~~and vacation.~~
- B2. New Employment. With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, Sick leave accrued shall not be available for use until an employee completes his/her six months of satisfactory employment ~~be made available upon completion of probation.~~

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- C3. Illness of Employee. Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, step-parent, spouse or registered domestic partner. ~~"Illness of the employee" means only a physical impairment of the employee, child, step child, parent, step parent, spouse or registered domestic partner 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.~~
- D4. Job-Connected Disability. Except as provided herein, no employee shall be entitled to use accumulated sick leave during any period for which he/she is entitled to receive temporary disability indemnity under Division 4 (Section 3201, et. seq.) of the Labor Code of the State. Any employee ~~(except members of the fire or police service entitled to industrial leave benefits of Section 4850 of the Labor Code of the State)~~ entitled to receive such temporary disability indemnity may elect (for a period not to exceed twelve [12] months after he/she first makes such election) to use as much of his/her accumulated sick leave, ~~accumulated~~ vacation or ~~accumulated compensable overtime~~ compensatory timeoff as when added to his/her disability indemnity will result in a payment to him/her of not more than his/her full salary or wage.
- E5. Sick Leave Incentive. Safety Support employees who accumulate aeerue 72 hours or more of unused sick leave during any payroll year may receive cash payment forshall ~~have the option of being paid in January of the succeeding year for~~ up to 24 hours of the accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Such days not paid for or taken may be accumulated to be used or taken as needed in the future, or paid for in accordance with current 3% - 10 year program or 4% - 20 year program as referenced in Article 25 of this Agreement.

### 13. BEREAVEMENT LEAVE

~~Bereavement leave is an absence occasioned by 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, step parent, brother, sister, child, step-child, grandparent, grandchild, 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 appointing authority 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.

#### 14. DISABILITY LEAVE

##### Extended Disability Salary (Disability Leave) Salary Continuance for Industrial Disability Leave

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

~~The City shall provide to each regular employee extended disability salary continuance in the event that an eligible employee sustains an injury arising from the course and scope of employment. Administration and application of this program shall be under the direction of the Director of Human Services.~~

In the event of a bonafide work-incurred injury by Safety Support personnel, the City shall continue to pay the gross salary, less legally required deductions, to the injured employees for a period not to exceed ten (10) ~~full~~ working days, ~~or a portion thereof.~~

Employees covered under this program shall not receive a monetary amount greater than they would ~~normally~~ receive if they had been working under normal conditions. Any disability indemnity received by the employee from the State of California for the purpose of ensuring a weekly or monthly income as the result of the same work-incurred injury for which the employee is receiving extended disability salary continuance from the City, shall be paid to the City for the first ten (10) working days of absence due to injury in order to qualify for this program.

For an employee to qualify for this program, the department head must notify Human Resources Services in writing immediately upon receiving knowledge of work-incurred injury. ~~Human Services will contact physicians and medical treatment centers as may be appropriate to determine the severity and scope of injury and probable length of absence of the employee. Human Services will so inform the department head and request all forms necessary; such forms must be approved by department heads and the Director of Human Services.~~

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Should an injured employee's period of absence exceed ten (10) working days, payment under this program will cease. ~~and An employee eligible to receive temporary disability indemnity may then utilize accrued accumulated sick and vacation leave, which when added to his temporary disability indemnity payments will add up to full salary. and receive any appropriate disability indemnity benefits from the State of California; An employee who if they elects not to utilize accrued accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Office the Human Services office must be so notified.~~

An employee eligible for this program ~~may shall~~ be required to be examined by City authorized physicians at the discretion of the department head and ~~Director of Human Services Assistant Director of Administrative Services/Human Resources~~ for the purpose of determining eligibility for ~~the applicability to governing policies of~~ this program.

### 15. WITNESS LEAVE

Any Safety Support Personnel employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi judicial proceeding in a matter other than one to which the employee is a party, 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 services shall be paid (less transportation allowance, if any) to the City. This section is not applicable to those employees participating in judicial or quasi judicial proceedings that are within the scope of their employment.

### 16. LEAVE WITHOUT PAY

~~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.~~

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's department head or designee and shall be used only if all appropriate accumulated leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Safety Support personnel 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.

### 17. UNIFORM ALLOWANCE

## SAFETY SUPPORT PERSONNEL

The City shall furnish the initial uniforms and necessary equipment to each Safety Support employee assigned to the classifications of Administrative Clerk, Detective Specialist, Communications Dispatcher, Communications Supervisor, Fire Inspector, ~~Jailer~~, Property Officer, Parking Enforcement Supervisor, Parking Control Officer, Parking Enforcement Dispatcher, Rangemaster, Records Technician I and II, ~~Senior Jailer~~, ~~Jailer Supervisor~~, Senior Records Technician, Traffic Specialist, and Traffic Control Officer. It shall be the responsibility of each employee individual to maintain his/her uniform in good condition, consistent with the specifications listed in the Department Manual.

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

The classifications of Forensic Specialist and Senior Forensic Specialist shall receive an annual clothing allowance in the amount of \$600.00 per year per employee.

The City may require certain classifications to wear a uniform shoe. The City supplies shoes for the classifications of Fire Inspector, ~~Jailer~~, Parking Enforcement Supervisor, Parking Enforcement Officer, Parking Control Officer, Property Officer, ~~Senior Jailer~~ and Traffic Control Officer. (There ~~is has been~~ a \$140.00 maximum established for the purchase of shoes. ~~Individuals-Employees~~ desiring more expensive shoes will be responsible for their purchase of their own shoes and will be reimbursed up to the maximum above upon submitting the receipt and the Uniform Replacement and Equipment Purchase Form). Other Safety Support personnel will be required to wear shoes appropriate to the uniform worn. Generally, these employees ~~it~~ will be required to have black shoes; ~~it is agreed that the employees and management will develop policy standards.~~

### 18. OVERTIME

Safety Support personnel are required to accurately report all time worked on their time sheets. Under no circumstances may an employee work any time in addition to his/her regular work hours before or after work or on an unpaid meal break with first receiving approval in advance from his/her supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on his/her time sheet, if an employee works such time it is expected that the employee will record the time and the supervisor shall permit it to be reported.

Earning Overtime:

## SAFETY SUPPORT PERSONNEL

Safety Support ~~personnel~~ employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay ~~at premium rate~~ when required to work holidays, ~~Saturdays, Sundays~~ or in excess of eight (8) hours a day or the employee's regularly scheduled hours per day or more than 40 hours in a workweek. All paid leave shall be regarded as hours worked for purposes of computing entitlement to overtime. ~~forty (40) hours a week or regularly assigned shift; provided, whether extra compensation shall be paid or compensating time off shall be allowed for overtime shall be determined by the Appointing Authority.~~

### Compensatory Time Off:

Employees working overtime shall receive either pay or compensatory time off. The decision as to whether an employee will receive pay or earn compensatory time off will be made by the employee's department head or designee. Safety Support personnel can ~~accrue~~ accumulate up to 160 hours of compensatory time. Since compensatory time is earned at 1.5 hours for each hour of overtime worked, 160 hours of compensatory time off equates to 106.66 hours of overtime worked. ~~Whether an employee receives comp time, shall be at the discretion of the Appointing Authority.~~

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

~~In recognition of the compressed work schedule, overtime is generally paid upon the completion of nine (9) hours, ten (10) hours, twelve (12) hours or twelve and a half (12.5) hours worked.~~

~~Safety Support employees whose regular work week begins on other than Monday shall be paid at overtime at the premium rate for work performed on normal days off in the work cycle.~~

~~An employee called back to work shall receive a minimum of four (4) hours straight time pay. Hours worked resulting in earnings greater than equivalent of four hours at straight time will be compensated at the premium rate, if applicable, for all hours worked. Part time and hourly paid employees shall receive straight time for overtime hours worked or premium time when required to work over forty (40) hours a week. Overtime hours shall not be credited toward benefit accrual.~~

### A. Court Time

~~—An employee called into work from being off-duty to appear in court shall receive a minimum of four (4) hours at time and one-half premium pay; except, that if the court appearance time is contiguous with an employee's shift (i.e., either directly before or after, to the employee's assigned shift, the employee will be paid at least one hour at time and one-half premium pay for a minimum of one (1) hour or for the actual time spent in court, whichever is~~

## SAFETY SUPPORT PERSONNEL

greater. An employee called to court while on duty will be paid for his/her actual hours worked and shall not receive any minimum payments as provided herein.

### B. Call Back

~~—~~ An employee called back to work while off duty shall receive a minimum of four (4) hours straight time pay. An employee called back for more than four (4) hours shall receive pay at the rate of time and one half for each hour worked in excess of four (4). ~~Part time and hourly paid~~ Employees who are called back to work shall receive straight time for the first four hours worked on call back unless the employee's hours (by working the call back) exceed 40 hours in the defined workweek. If that occurs the employee shall receive overtime compensation for the hours above 40. overtime hours worked or premium time when required to work over forty (40) hours a week. Overtime hours shall not be credited toward benefit accrual.

### C. Standby -Pay

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

~~—~~ Employees on standby shall receive a cell phone from the City and will be required to respond to the call or page as quickly as possible. Upon responding, the employee will be instructed as to whether he or she is required to return to work and will be informed of the location to which he or she must respond. Response time will generally be the employee's normal commute time ~~When, because of anticipated manpower needs, an employee is ordered to be on call or to standby, the employee shall receive an amount equal to three hours compensation per 12 hours of ordered standby.~~

~~—~~ Employees on standby shall receive three hours of compensation at straight time for each day (12 hours) he/she is on standby. If the employee elects not to remain at home when ordered to remain on call or to standby, the employee shall provide the Department with a telephone number at the location where he/she can be reached. Such location shall approximate the response time the employee would have used to travel from home to the Department. An employee while on call or standby shall remain fit for duty.

## 19. RETIREMENT

### A. Retirement Formula

The City ~~has amended its contract with~~ contracts with CalPERS to provide implement the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4. The City shall pay the 8% required employee contribution to CalPERS on behalf of each

## SAFETY SUPPORT PERSONNEL

~~employee. The City shall continue to pay the 7% employee contribution to PERS on behalf of each Safety Support employee.~~

~~Effective as soon as feasible, the City shall take all action necessary to amend its contract with the Public Employees' Retirement System to implement the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4. Effective beginning January 1, 2005, the City shall pay 7% of the 8% required employees contribution to CalPERS on behalf of each employee. The remaining 1% required employees contribution shall be borne by the employee, through a payroll deduction. Effective either December 31, 2007, or whenever the City reaches "super funded" status with CalPERS, whichever is sooner, the City will pick up that 1% required employees contribution paid by the employee, as well. Thereafter, the City shall continue to pay the full 8% employee contribution.~~

### B. Single Highest Year

The City's contract with the ~~CalPERS Public Employees Retirement System~~ provides for the ~~"s~~Single ~~h~~Highest ~~y~~Year retirement benefit for miscellaneous employees of which Safety Support personnel are included per Government Code Section 20042. Retirement benefits are based on the highest annual compensation for the one year during the employee's membership in P.E.R.S.

### C. Military Buy Back

The City's contract with the ~~CalPERS Public Employees Retirement System~~ provides for the military buy back option to a maximum of four (4) years buy back time. The entire cost of this buy back shall be borne by those Safety Support personnel taking advantage of this buy back option.

### D. 1959 Survivor's Benefit

~~Effective as soon as possible, The City shall take all action necessary to amend its contract with the Public Employees Retirement System to provide for~~The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.

### E. Pre-Retirement Option 2 Benefit

~~Effective as soon as possible, t~~The City's contract with CalPERS ~~shall amend its contract with the Public Employees Retirement System to~~ provides the for Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for Safety Support personnel.

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

## SAFETY SUPPORT PERSONNEL

Effective November 1, 2008, 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 A 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".

### 20. HOURS

#### A. Work Schedules

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. For employees working the 3/12.5 work schedule, each employee's designated FLSA workweek shall begin exactly five hours after the start time of each employee's ten hour shift. As such, these employees will earn 2.5 hours of overtime (of which the straight time portion of these hours will have already been paid as part of regular monthly compensation) in each of the two workweeks in which the ten hour shift shall fall.

All Safety Support personnel are required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

- A 9/80 schedule consists of alternate workweeks of 4 consecutive workdays of 9 consecutive hours each, followed by 5 consecutive workdays 4 consecutive days of which consist of 9 work hours each and 1 day of 8 consecutive work hours.
- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 work hours each.
- A 3/12 schedule consists of alternate workweeks of 3 consecutive workdays of 12 hours each followed by 4 consecutive workdays, 3 consecutive days of which consist of 12 hours each and 1 day of 8 work hours.
- A 3/12.5 schedule consists of workweeks of 3 consecutive workdays of 12.5 consecutive hours each with one additional 10 consecutive hour day every four weeks. The ten hour shift shall not be changed unless it is intended to be changed permanently. If that happens, the employee's FLSA workweek will change to begin five hours after the new start time of the ten hour shift.

## SAFETY SUPPORT PERSONNEL

~~Every Safety Support employee is required to work a minimum forty (40) hour week unless otherwise stipulated by the City Manager.~~

Those employees assigned to the Communications Bureau and as a Records Technician II shall work the 3/12.5 schedule. ~~The 3/12 work schedule consists of three 12 hour days in a row and one eight hour day every other workweek with the eight hour day occurring on the day following the completion of the third 12 hour shift.~~

Those employees assigned to the ~~Records Bureau and~~ Identification Bureau and the Civilian Range Master and Records Technician I shall work the 4/10 schedule ~~(four days per week, ten hours per day). If assigned, Records Bureau and Identification Bureau employees and the Civilian Range Master may voluntarily work the 3/12.5 schedule (three days per week, twelve and one half hours (12.5) per day plus one 10 hour pay back day once per month.~~

Those employees in the Police Department assigned as Administrative Clerks, Secretaries, Detective Specialists, Traffic Specialists, Traffic Control Officers, Parking Enforcement Dispatchers, and in the Fire Department as Fire Inspectors shall work the 4/10 schedule ~~(four days per week, ten hours per day).~~

Those employees that may be assigned to the Jail Bureau shall work the 3/12 schedule. ~~(three days per week, twelve hours per day plus eight hours every other week).~~

All other classifications not otherwise mentioned ~~Other employees~~ shall work the 9/80 schedule ~~(nine hours four days each week plus eight hours every other week).~~

Parking Enforcement Officers shall be assigned to work a 4/10, 9/80, or 5/40 work schedule. Only the officers currently on the schedule to work the a.m. shift (currently 2100-0600, but could be changed) will continue to work a 9/80 schedule. All new assignments to the a.m. shift shall be on the 5/40 work schedule. City shall consider requests from the officers remaining on the 9/80 a.m. to be placed on the 5/40 shift. All other officers shall be assigned to work a 4/10 work schedule. Officers shall bid for shift assignments based on seniority.

Each department head shall establish shift schedules. Shift selection shall be based as far as possible upon the seniority of the employees concerned but subject to the department head's right to plan work under his or her control. Employees on probation may have their work schedules changed by their Department Head at his/her discretion. This includes, for example, changing an employee's work schedule from a 9/80 to a 4/10 work schedule and vice versa as well as changing the start time of an employee's work shift. Once off probation, the Department Head retains the right to make de minimis changes to the start time of an employee's work shift (i.e., changing the start time to begin 5 minutes to two hours later at the most). However, any other changes to an employee's work schedule are subject to meet and confer except for Communications Dispatcher, Communications Supervisor and Records Technician II, whose schedule cannot be changed absent an agreement of the parties pursuant to the terms of the

## SAFETY SUPPORT PERSONNEL

settlement agreement dated. The Association acknowledges that if requested to meet and confer over such a change, it will do so promptly.

Following the adoption of this MOU, the City agrees to meet and confer with the Association regarding the implementation of a 4/10 work schedule for Parking Enforcement Officers and Parking Control Officers.

### B Meal Period

With the exception of employees who work in the police department in the following areas (the Records Bureau, Communications Bureau, Jail Bureau and Administrative Office,) all employees in the unit receive a thirty (30) minute unpaid meal break. Employees in the Records Bureau, Communications Bureau, Jail Bureau and Administrative Office do not receive a formal meal period. If they take a break to eat a meal it is part of their regularly scheduled hours and is paid. That said the City will take all reasonable efforts to provide such employees with a break period sufficient for them to eat.

## 21. TUITION REIMBURSEMENT

In accordance with the requirements of Administrative Regulation, Number 3A.2, T an employee can he City shall be reimbursed an employee for attending an accredited college or university for the purpose of pursuing a degree or enhancing his/her promotional opportunities. The Administration of this program is included in AR 3A.2. Since eligibility requirements are set forth in the policy and require advance approval from a supervisor, department head or Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

## 22. ASSOCIATION TIME OFF

The Association shall have a maximum of 10 hours per month available for use in conducting Association business. In the event the entire 10 hours is not used in one month, the remaining hours (and any additional hours previously carried over which have not been used) can be carried over to the next month. Hours cannot be carried over from year to year. As such, at the beginning of each calendar year, there shall not be any carried over hours.

## 23. MEDICAL DISABILITY SEPARATION

In the event an employee in the classified service, is physically/mentally incapacitated from performing his/her job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons.

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The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Rules and Regulations section governing separation.

Nothing in this Article rule will preclude the employee from exercising his/her right under the Americans with Disabilities Act or any other appropriate law.

### 24. GRIEVANCES AND DISCIPLINE ~~ADVISORY ARBITRATION~~

The City and Safety Support personnel agree that grievances, as defined in section III.A. of Administrative Regulation Number 3B.2, and appeals in connection with disciplinary actions, as defined in subsection (a) of Municipal Code Section 2-5.2085, shall be submitted to advisory arbitration.

Representatives from the City and Safety Support personnel shall attempt to agree upon the person who shall serve as the advisory arbitrator. If the parties cannot agree on the arbitrator, he or she shall be selected from a panel of seven names to be supplied by the American Arbitration Association. The party filing the grievance or the disciplinary appeal shall strike the first name from the panel. The parties shall thereafter alternate striking names from the panel until one name remains who shall be the advisory arbitrator. For grievances, t~~The~~ costs of the advisory arbitrator shall be shared equally by the City and the Safety Support Association. If an employee is pursuing a grievance ~~or an appeal of a disciplinary action~~ without the Safety Support Association representation, however, the employee shall be personally responsible for his or her share of the costs of the advisory arbitrator. For disciplinary appeals, the City and the Safety Support Association shall share the costs of the advisory arbitrator if the Association is financially supporting the appeal by providing representation for the employee.

After a hearing on a grievance or disciplinary appeal, t~~The~~ arbitrator shall issue a written advisory opinion to the City Manager, and shall provide copies to the Safety Support Association, the applicable Department Head, the City Manager and the Department Office of Human Resources Services. Within ten days from the receipt of the advisory arbitration's ~~decision~~opinion, the Safety Support Association and the applicable Department Head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's ~~decision~~opinion is correct or not and the bases for their position. Within forty-five (45) days of receipt of the advisory arbitrator's opinion, the City Manager shall issue a written decision and send such decision to the Department Office of Human Resources Services. The Department Office of Human Resources Services shall provide copies to the Safety Support Association and to the applicable Department Head.

The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. If the City Manager modifies the advisory opinion, he/she may increase, decrease or otherwise modify the penalty or relief ~~as~~ recommended by the arbitrator. In no case, however, may the City Manager increase the penalty above that imposed by the Department Head. The City Manager's decision shall be final and binding. In reaching his/her decision, the City

## SAFETY SUPPORT PERSONNEL

Manager shall review the advisory arbitrator's opinion, the brief statements (if any) on the advisory arbitrator's ~~decision~~opinion submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

~~This provision shall become effective upon the City Council's adoption of amendments to applicable provisions of the Municipal Code, Ordinances and Resolutions, including the Personnel Rules and Regulations and Administrative Rules.~~

### ~~25. COST CUTTING MEASURES~~

~~The Association understands the need to be diligent in developing efficiencies and economies within the City's organization. The City plans to pursue an employee incentive program seeking cost saving efficiencies and new revenue opportunities. The Association pledges its cooperation and active participation in this program.~~

### 256. BENEFIT PAY-OFFS UPON SEPARATION FROM CITY SERVICE

#### A. Vacation Payment

~~Safety Support personnel Every employee who is dismissed or resigns for a cause other than fraud against the City or an act for which he/she would owe the City money in an amount equal to or in excess of the value of earned vacation, who separate from City service shall be paid for accrued accumulated vacation. If, at the time of separation, the employee owes the City money, the vacation accumulated pay-off will be reduced by the amount owed.~~

#### B. Sick Leave Pay-Off

All ~~accrued, unused~~accumulated 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.

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

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

SAFETY SUPPORT PERSONNEL

~~years of continuous City service at the time of separation would receive a pay-off for fifty-four percent (54%) of his/her accumulated sick leave.~~

~~Employees with less than ten (10) years of service at termination of employment shall receive no terminal sick leave pay.~~

~~The rate of Sick Leave pay off shall be calculated as follows: Three percent (3%) of accrued, unused sick leave per full year of service. Sick leave shall be calculated at the base rate of pay received by the employee at the time of his/her termination.~~

~~Each employee eligible to receive sick leave pay shall receive said pay at the time of termination.~~

~~Employees separating with 20 or more years of City service:~~

~~Effective January 1, 2005, employees who have achieved 20 or more years of continuous years of service shall be eligible for sick leave pay upon separation of employment with the City at the rate of four percent(4%) of accrued, unused sick leave per full year of service. Sick leave shall be calculated at the rate of pay, including all bonuses, received by the employee at the time of his/her separation.~~

~~Each employee eligible to receive sick leave pay shall receive said pay at the time of termination. At no time can the percentage of sick leave payoff exceed 100%.~~

C. Severance Pay For Employees Subject to Layoff

~~In addition to the present layoff provision of the Personnel Rules, any Safety Support Personnel who are laid off shall receive severance pay of one days of their current salary, for each year of service with the City, up to a maximum of ten (10) days of salary. equal to the amount being earned at the time of lay off, shall be paid to those employees who are being laid off, for each consecutive completed year of City service up to and including ten (10) years.~~

~~This MOU is prepared pursuant to the 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 approval. determination.~~

This Memorandum is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20094.

City of Beverly Hills

Beverly Hills Safety  
Support Association

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

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

SAFETY SUPPORT PERSONNEL


**Exhibit A – List of Classifications Represented By the Association**

Administrative Clerk I  
Administrative Clerk II  
Civilian Fire Inspector  
Civilian Rangemaster  
Communications Dispatcher  
Communications Supervisor  
CPR Coordinator  
Detective Specialist  
Forensic Specialist  
Jail Supervisor  
Parking Control Officer  
Parking Enforcement Dispatcher  
Parking Enforcement Officer  
Parking Enforcement Supervisor  
Plan Check Inspector  
Property Officer  
Records Technician I  
Records Technician II  
Secretary  
Senior Forensic Specialist  
Senior Records Technician  
Traffic Control Officer  
Traffic Specialist

**BEVERLY HILLS SAFETY SUPPORT ASSOCIATION**  
To Be Re-Written After Negotiations Are Completed

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# **Attachment 2**

## **Agreement**



## BEVERLY HILLS SAFETY SUPPORT ASSOCIATION

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

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

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

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

During the term of this MOU, the City will not propose to modify the structure of job classifications, which it had proposed during negotiations of the MOU.

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 Safety Support Employees (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 September 27, 2008 and shall expire on October 4, 2013.
3. Definition of the word "Day". The word "day" in this agreement refers to calendar days unless specifically designated as working days.

SAFETY SUPPORT PERSONNEL

**1. SALARIES**

**A. Total Compensation Survey**

1. Effective Dates Of Salary Increases if Applicable

On the following effective dates, the City shall implement base salary increases, if applicable, per the terms of the survey described below:

- September 27, 2008
- September 26, 2009
- September 25, 2010
- September 24, 2011
- September 22, 2012

A total compensation study shall be performed by a hired consulting firm, selected and paid for by the City, which shall conduct the survey according to the terms prescribed herein. If the Association does not agree with the results of the study it shall provide the City a written statement that outlines the figures or elements it disputes. The Association's written statement may, at its option, include reports from a consultant selected and paid for by it. Thereafter, the parties will meet and confer to attempt to resolve those disputed items. If an agreement still cannot be reached, the parties may agree to submit the matter to a mediator to assist them to reach agreement. If no agreement is reached, or if the parties do not elect to use mediation, the disputed issues shall be submitted to an arbitrator for advisory arbitration. The arbitrator's decision shall be a recommendation to the City Manager who shall render a final administrative decision.

2. Survey Cities

For the term of this MOU, the surveyed cities shall be the following: Santa Monica, Torrance, Glendale, Newport Beach, Costa Mesa and Irvine

3. Time When Surveys Will Be Conducted

Except for the first year of this agreement, the surveys will be completed each year by November 15 and will include raises which are known to take effect during the first payroll period after January 1 of the subsequent year. For the first year only, the survey shall include only those salaries in effect by September 27, 2008. All raises provided to represented classifications shall be retroactive to the dates identified in subsection 1, above.

4. The Elements of Total Compensation Will Include

- 1) Monthly Base Salary at the top step of each classification's salary range;
- 2) The value of the City paid employee (i.e., member) contributions to CalPERS;

## SAFETY SUPPORT PERSONNEL

- 3) The value of the "PERS on PERS" benefit (see Article 19, section f below). For survey purposes, for those agencies which provide PERS on PERS (including Beverly Hills) there shall be a reflected value of 1.4% of top step base salary for the first three years of this agreement and 1.733% for the last two years of this agreement;
- 4) The value of the average health insurance plan of all bargaining unit members. To determine the survey agencies' values, the survey will use each agency's plans (including cafeteria dollars offered to employees at the other agencies) with the Safety Support Personnel's demographics at the time the survey is conducted;
- 5) Maximum City Paid Dental Insurance (family plan);
- 6) Maximum City Paid Vision (family plan);

(Note: Effective with the 2010 salary study, elements 4, 5 and 6, above, shall not be used for purposes of calculating the survey amount for Beverly Hills and, in its place, the average cafeteria plan contribution per employee is substituted.)

- 7) Maximum City Contribution towards Long Term Disability Insurance;
- 8) Maximum City provided Life Insurance, valued at 21 cents per \$1,000 of coverage;
- 9) Maximum City contribution to deferred compensation;
- 10) Longevity Pay according to the amount that would be received by an employee with 15 completed years of service or the City's average longevity pay for all members of the survey agency bargaining, unit whatever is higher;
- 11) The dollar value of the maximum vacation leave provided to an employee in the unit;
- 12) The dollar value of the maximum holiday pay provided to an employee in the unit; and
- 13) Average City Paid Education and Certification Pays.

### 5. Calculation of the Formula

In the first year of this MOU (retroactive to September 27, 2008) the City agrees to implement a base salary increase (if applicable) of whatever amount is necessary to bring each benchmark classification in the unit which is below the 75<sup>th</sup> percentile in total compensation to the 75<sup>th</sup> percentile. Non benchmark classifications will receive an increase if applicable.

In all subsequent years of this MOU, the City agrees to implement a base salary increase of whatever amount is necessary to bring each classification in the unit which is below the 75<sup>th</sup> percentile in total compensation to the 75<sup>th</sup> percentile.

NOTE: The 75<sup>th</sup> percentile is calculated by using an excel spreadsheet. The array of total compensation numbers for each classification (either the benchmarks or the other classifications whose compensation is determined by internal relationships to the benchmarks) are calculated

## SAFETY SUPPORT PERSONNEL

and placed on an excel spreadsheet. The following formula is then run: “=percentile(A1:A6,0.75)”. A6 stands for the six survey agencies.

### 6. Annual Negotiations re Survey

The parties agree that prior to any surveys being completed herein, they must reach mutual agreement on: (1) the identity of the benchmark classifications; (2) the classifications that are comparable to the benchmark classifications from each of the surveyed jurisdictions; (3) internal relationship of non benchmark classifications to benchmark classes or other internal factors; and (4) a satisfactory means to address classifications for which there is no adequate applicable market data.

## 2. APPOINTMENT AND ADVANCEMENT

### A. Movement Through Range

The City Manager may make appointments to or advancements within the prescribed ranges of specific positions upon evaluation of employee qualifications and performance. Normally, employees shall be appointed in the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

#### 1. Probationary Period

The probationary period for all positions in the bargaining unit shall be one year. However, upon satisfactory completion of the first six (6) months of service, employees (appointed at Step I) shall receive a salary step increase to step II in the prescribed schedule. The salary step increase will be effective on the first day of the pay period that begins after satisfactory completion of six (6) months of service. In addition, all probationary employees (regardless of at what step they were hired) will be eligible to use accrued sick leave, vacation, and personal holiday leave upon satisfactory completion of the first six (6) months of service.

Probationary employees appointed to a step other than the first, shall not be eligible to receive a step increase until they satisfactorily complete their one year probationary period. Said employees shall receive increases as stated in Article 2.B.

#### 2. Permanent Employee Advancement

Unless otherwise provided, every permanent employee (i.e., employees who have successfully completed their probationary period) shall receive step advancements in the following manner:

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- a. Each year on his or her anniversary date in the position, an employee shall be eligible for salary step increases for Steps III-V, provided said employee has received an evaluation with an overall rating of at least satisfactory. The salary step increase will be effective on the first day of the pay period that begins after his/her anniversary date.
- b. Such an increase is recommended by the employee's supervisor and the Appointing Authority (as defined throughout this MOU as each employee's Department Head or designee), and is approved by the Assistant Director of Administrative Services/Human Resources.

### **B. Employment At Other Than The First Step**

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

In the event an employee is appointed to a step above the first, he/she shall be eligible for a salary step increase upon the completion of one year of service (on the first date of the pay period that begins after one year of service has been completed) and receipt of an evaluation with an overall rating of at least satisfactory.

### **C. Application Of Salary Steps To Reclassifications And Promotions**

An employee may request a reclassification if he or she has been in the position for at least 180 days. The City can initiate a request for reclassification of a position at any time regardless of whether an employee in the position has been in the position for 180 days.

When a position in the unit is reclassified upward, the employee in the position shall be appointed to the reclassified position, except that:

1. If the City initiates the request and an employee in the position has not been in the position for at least one hundred and eighty (180) days immediately prior to the reclassification, he or she will stay in his or her current position until he or she has been in it for 180 days.
2. If at the end of the 180 days period, above, the employee meets the qualifications established for the reclassified position, he or she shall be reclassified to the new position. If the employee does not then meet the minimum requirement of the reclassified position, it shall be filled through an outside recruitment process.

Reclassification - In the event an employee is promoted or the position occupied by such an employee is reclassified to a position assigned to a higher salary schedule, and the employee in

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such position is eligible for appointment to this position, he/she shall be placed at Step 1 of the new classification or at a step that is at least equal to one step greater than the pay rate in the previous classification, provided that no rate higher than the top step of the respective salary schedule shall be paid.

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

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

### **D. Effective Date Of Automatic Or Merit Step Advancement**

All step advancements recommended by the department head shall be effective on the first date of the pay period that begins after the anniversary date of the affected employee, and upon the expiration of each succeeding twelve (12) month period of service thereafter upon the required approval of the Appointing Authority or Assistant Director of Administrative Services/Human Resources, unless otherwise specifically authorized by the City Manager.

### **E. Special Merit Step Advancement**

The City Manager may, upon the recommendation of the department head and the Assistant Director of Administrative Services/Human Resources, authorize the advancement of an employee to any of the four (4) steps earlier than he/she would normally be eligible for length of service. Such increases shall be effective on the first day of the pay period following approval by the City Manager, if not otherwise specified by the Appointing Authority. A special salary advancement shall affect the anniversary date of an employee causing it to change to the effective date of the special merit step advancement.

### **F. Special Assignment & Training Increases**

A special assignment increase may be granted (upon approval of the Assistant Director of Administrative Services/Human Resources) to an employee by an Appointing Authority provided that the employee is clearly performing specific duties above and beyond that required by his/her classification while not assigned or authorized to be filling a position out of classification. The Appointing Authority shall submit his/her recommendation and justification to the Assistant Director of Administrative Services/Human Resources for approval. The Assistant Director of Administrative Services/Human Resources will review the recommendation and determine whether it is warranted given the standards of this section.

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When assigned to train a new employee, Safety Support personnel shall receive an assignment pay increase applicable only to the hours worked in training the new employee. Said increase shall be 6%. Given that this training pay increase is only applicable to the hours worked in training a new employee, once such training ends, the employee will no longer be entitled to receive it unless/until he/she begins to train another new employee. The Assistant Director of Administrative Services/Human Resources may review any employee's receipt of such training assignment pay at anytime to determine if an employee's receipt of it is still warranted. Communications Dispatchers shall receiving training pay of 6% when training a Police Officer.

### **G. Superior - Subordinate Relationship**

For the purpose of this section G, 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 of 3% above the salary received by his/her highest paid subordinate. Notwithstanding the foregoing, no member of this unit may receive pay pursuant to this section if he/she is supervising a Police Officer or any other sworn personnel or working on an overtime assignment.

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

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

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

Every regular Safety Support employee assigned to and working in a classification with a salary schedule above that of the employee's regularly assigned position as the result of special departmental need shall be paid while so assigned at a step within the range for the higher classification, after serving 40 hours in any calendar year at the higher classification. When an employee is assigned and performs the duties of the higher classification, the employee shall receive 10% above the pay rate of his/her regular classification provided that no rate higher than the fifth step, nor lower than the first step of the salary schedule for the classification in which the work is performed is paid, and is consistent with other provisions of this MOU regulating such assignments. No position may be filled out of classification unless established departmental procedures are followed and authorization from the Appointing Authority is obtained.

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

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lower classification. Before FPOC status is attained, the necessary personnel forms shall be approved by the Appointing Authority and Assistant Director of Administrative Services/Human Resources

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

### 3. BONUSES

No special salary adjustments authorized by this Section shall become effective until an official transaction form authorizing the adjustment is approved by the Assistant Director of Administrative Services/Human Resources. Special salary adjustments, except those designated as "shift differentials", shall not be treated as part of base salary and shall be excluded in calculating earnings when loss of time or benefits are involved.

#### A. Definitions

1. Rotating shift means an authorized periodic and regular reassignment to day, swing, and/or night shift schedule.
2. Swing shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each work day.
3. Night shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each work day.
4. Day shift means any authorized work schedules assigned except rotating, swing or night shift as defined in this section.

#### B. Shift Bonuses

1. Employees assigned to a rotating or swing shift shall receive a shift differential of 3% of base salary.
2. Employees assigned to a night shift shall receive a shift differential of 6%.

#### C. Latent Print Examiner Bonus

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

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### **D. Bi-Lingual Bonus**

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

## 4. MEDICAL INSURANCE

### **A. Current Employees**

The City contracts with the Public Employees' Retirement System for medical insurance. Insurance coverage is effective the first day of the next month following the thirty (30) day waiting period, provided that the employee has obtained permanent or probationary status on the effective date of coverage.

In the event an employee is on leave of absence without pay, as a result of an industrial injury, the City shall pay its contribution of the medical insurance premium of an employee and dependents, if covered, to the limit of one month's coverage for each full year of said employee's City service.

The payment of premiums toward this medical insurance program will be through the administration of a flexible benefit package. The City shall pay the PERS statutory minimum (\$97.00 for 2008, \$101.00 for 2009, and the yet still undetermined amount for 2010, 2011, 2012 and 2013) on behalf of each participant in this program. A participant is defined as 1) any 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:

For 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.

### **B. Retired Employees**

Safety Support retirees (service retirement only) retiring on and after July 1, 1984, shall be eligible for continued medical benefits for single party coverage unless and until the following occur:

1. The retiree reaches age 65, or
2. The retiree becomes eligible for Medicare, or
3. The retiree is, or becomes, eligible to be a participant in another employer-paid health plan or Veteran's Administration benefit; or

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4. For Kaiser enrollees only, the retiree moves from the Kaiser Permanente service area.

For retirees up to age 65 (service retirement only), the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums for the single party coverage.

For eligible retirees age 65 or above, the City shall pay up to \$150 per month toward medical insurance coverage under PERS. Eligible employees are those who:

- Retire after July 1, 2001; and
- Take a service retirement on or after their 60<sup>th</sup> birthday and are not subsequently covered under PERS with another agency with the exception of work below 960 hours per fiscal year; and
- Have 20 or more years of full time service with the City of Beverly Hills prior to retirement; and
- For those employees who otherwise meet the above eligibility criteria and who have between 15 and 20 years of service, the City shall pay \$75 per month toward the cost of medical insurance under PERS.

### **C. Health and Welfare Benefits Effective January 1, 2010:**

The City contracts with the Public Employees' Retirement System for medical insurance coverage of eligible employees and retirees. Eligible new hires are covered under the program on the first day of the month following a 30-day waiting period that begins on the hire date.

Effective January 1, 2010, the City will contribute the PERS statutory minimum on behalf of each participant in the program. A participant is defined as any of the following individuals: (1) a covered employee, (2) a covered retiree, and (3) a covered surviving annuitant of a deceased retiree.

In addition, the City will provide current employees with flexible benefits through a cafeteria plan as provided below.

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

1. Cafeteria Plan: The provisions of the Cafeteria Plan are described below.
  - a. Benefits provided through Cafeteria Plan:

Effective January 1, 2010, the following insurance benefits provided for in this Article will be provided through the provision of a cafeteria plan adopted in accordance with the provisions of IRS Code § 125: medical,

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dental, and optical. As such, articles 5 and 6 (dental and optical insurance) of this MOU will be superseded by the provisions of the cafeteria plan on January 1, 2010. The provision of medical insurance to employees (as contained in paragraph A above) will also be superseded by the provisions of the cafeteria plan on that date. Nothing herein will impact the provisions of paragraph B above as it relates to retiree medical insurance for employees in the bargaining unit on or before December 31, 2009 and their dependents.

b. The Purchase of Optional Benefits Through the Cafeteria Plan:

The cafeteria plan offers employees the opportunity to purchase the following optional benefits: medical, dental and optical insurance.

Effective January 1, 2010, employees shall be provided with an amount which will total an amount which includes the two party PERS Care, family dental (Guardian) and family optical (VSP) per month to purchase the optional benefits of medical, dental and optical insurance. (For employees who participate in medical insurance through CalPERS, the amount described above will include the PERS statutory minimum paid by the City.) Each year on January 1, the amount shall be adjusted by the amount of the increase in two-party PERS Care, family dental and family vision.

(1) Medical Insurance

Eligible employees may select any of the following medical insurance plans offered by CalPERS:

HMO Plans

PPO Plans

- 1) Kaiser;
- 2) Blue Shield Access +; or
- 3) Blue Shield Net Value

- 1) PERS Care;
- 2) PERS Choice; or
- 3) PERS Select

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

For each of the foregoing plans, employees will also be able to choose the benefit for the employee, employee + 1 or employee + family. Covered employees are required to participate in CalPERS medical insurance under one of the available options. An employee may, however, elect not to participate if he/she provides

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the City with proof that he/she has comparable medical insurance from another source.

### (2) Dental Insurance

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

### (3) Optical Insurance

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

### c. Employee Contributions for Benefit Options:

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

### d. The Receipt of Cash Through the Cafeteria Plan:

Employees will be eligible to receive cash (subject to taxation as wages) through the cafeteria plan if they either opt out of receiving one of the optional benefits provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they receive through the plan as follows:

#### (1) Receipt of Cash for Opting Out of the Optional Benefits

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Employees who elect not to be covered by any of the three optional benefits provided through the cafeteria plan, and meet the opt out requirements, if any, shall receive the following monthly amount as cash wages for each benefit for which the employee opts out:

1)	medical insurance	\$450.00
2)	dental insurance	\$100.00
3)	optical insurance	\$15.00

(2) Maximum Receipt of Cash If Optional Benefits Chosen Result in the Employee Still Having Cafeteria Plan Contributions Available

The cafeteria plan offers employees the ability to purchase each of the three optional benefits with the City's contribution to the cafeteria plan. Employees may choose to purchase benefits that cost less than the City's contribution to the cafeteria plan and choose to receive cash wages with their remaining City contribution. An employee who chooses to receive any of the optional benefits under the cafeteria plan shall be eligible to receive up to \$475 as cash wages as long as he/she has not reached the cafeteria plan maximum amount with his/her purchases:

If, after opting out of one or more optional benefits or purchasing optional benefits through the cafeteria plan (under C(1)(d)(1) or C(1)(d)(2) an employee would exceed the City contribution amount to the cafeteria plan through the receipt of the cash wages described herein, the cash wages the employee will be provided is that amount which will bring the employee to the maximum amount as described above.

Thus, for example, (under C(1)(d)(1) above) if an employee (eligible to receive \$1,543.00, for example) opts out of dental insurance and purchases medical and optical insurance with premiums which add up to \$1,250.00, he/she would receive \$100.00 for opting out of dental insurance. However, if the premiums added up to \$1,532.00 (and the maximum amount was \$1,543.00) the employee would only receive \$11 for opting out of dental insurance, not the \$100.00 because the \$11 would cause the employee to reach the cafeteria plan contribution maximum.

As another example, (under C(1)(d)(2) above) if an employee hired on February 10, 2010 purchases \$1,400.00 worth of optional benefits per month including medical insurance, (and the maximum amount was \$1,543.00) he/she will receive \$143.00 per month in cash. However, if such an employee only purchases

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\$700.00 per month in medical, dental and optical insurance, he/she will receive \$475.00 per month in cash

e. Flexible Spending Accounts:

The cafeteria plan will also offer employees the opportunity to participate in both a health care and dependent care flexible spending account (each an FSA) whereby employees will be able to defer up to \$2,500 per year (for the health care FSA) and up to \$5,000 per year (for the dependent care FSA) to pay for any eligible out of pocket expenses related to health care or dependent care on a pre-tax basis. The provisions of both of these FSA's will be provided in a plan document. The plan document will be available to each eligible employee upon request. Essentially, before January 1 of every year, employees will be able to elect to have their compensation (up to the aforementioned limits) for the upcoming year deducted biweekly and contributed on a pre-tax basis to the FSA. During the year (and for a short grace period thereafter), an employee can receive reimbursements under the FSA for covered expenses incurred during the year, up to the amount of the employee's contributions for the year. The FSA deductions will be withheld from employees' regular payroll.

2. Mandatory Health and Welfare Benefits:

The following are benefits that all employees are included in at the City's cost: term life insurance (\$50,000.00 policy) and disability insurance which provides two thirds (2/3) of monthly salary up to a maximum of up to \$3,000.00 per month, except as may be provided under the applicable plan document. Articles 7 and 8 of this Agreement will be superseded by the provisions of this paragraph C.(2) on January 1, 2010.

3. Supplemental Term Life Insurance:

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

4. Deferred Compensation:

In accordance with the tax rules, any cash that an employee may receive through the cafeteria plan may not be deferred to the employee's accounts under the City's retirement plans. The employee may, however, be able to elect to increase his/her deferrals to the City's retirement plans from his/her regular wages.

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### 5. Benefits if on an Industrial Leave:

In the event an employee is on a leave without pay as a result of an industrial injury, the City shall pay the PERS statutory minimum for that employee (assuming the employee wants medical, dental or vision coverage from the City) for the duration of the leave. In addition, outside of PEMHCA, assuming the employee wants to be covered by medical, dental or vision insurance the employee shall receive his/her additional cafeteria plan contribution (up to the maximum amount provided above) amount for one month for each year of full service up to one year. If an employee chooses to opt out of insurance and receive cash as described above, he/she will be eligible to receive that cash for one month for each year of full service up to one year.

### **D. Retiree Medical Insurance For Employees Hired By the City Before January 1, 2010**

1. All employees employed by the City on or before December 31, 2009, shall maintain their existing entitlements to retiree medical benefits.
2. For retirees and their dependents participating in the CalPERS medical insurance program, the City will pay the statutory minimum. In addition, the City will provide benefits through a medical reimbursement program.
3. Retirees and their dependents will not be permitted to receive cash back options per the cafeteria plan.

### **E. Retiree Medical Insurance For Employees Hired On Or After January 1, 2010**

Employees hired by the City on or after January 1, 2010 who retire from the City will receive the PERS statutory minimum paid by the City in accordance with paragraph D.

In addition, for employees hired into the unit as new employees on or after January 1, 2010, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$250.00 per month (\$115.38 per pay period) to a retirement account on behalf of such employees.

For employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009, they will receive retiree medical benefits (based on their years of service with the City) in accordance with the benefits of this MOU as though they were a member of the bargaining unit prior to January 1, 2010.

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

Any retiree who whose City contribution for retiree medical, dental and/or vision insurance is insufficient to cover the actual cost of such insurance for the retiree and his/her eligible

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dependents can purchase such insurance through CalPERS by paying the additional amount in excess of the City contributions.

### **5. DENTAL INSURANCE**

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

### **6. OPTICAL INSURANCE**

The City shall provide an optical insurance plan to employees, the cost of which shall be borne by the City.

### **7. LIFE INSURANCE**

Safety Support employees shall be entitled to a \$50,000.00 term life insurance policy under the City's life insurance program. The 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 purchase additional life insurance at the City's unit cost, if available.

### **8. DISABILITY INSURANCE**

The City shall provide at the City's cost a long term disability plan for Safety Support employees. The Plan shall include not less than a 60 day elimination period.

### **9. DEFERRED COMPENSATION**

The City shall contribute \$30.00 per month per employee to the City's deferred compensation program.

#### **A. Contribution of Sick Leave and Vacation to Deferred Compensation:**

Safety Support Personnel may choose to contribute up to 24 hours of accumulated sick leave and up to 80 hours of accumulated vacation earned but not taken during the calendar year to deferred compensation. The contributed sick leave and vacation may only be used to fund contributions to the City's deferred compensation 457, 401k and or (HRA) Health Savings Account of applicable value.

#### The following restrictions apply to this program:

- An employee must accumulate 72 hours or more of sick leave earned but not taken during the payroll year and may only exercise this option in lieu of exercising the "Sick Leave Incentive" option.

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- An employee with 240 or more vacation hours may contribute up to 80 hours of accumulated vacation earned but not taken during the calendar year to deferred compensation.

### **B. Contribution of Sick Leave to Deferred Compensation "Catch-Up" Provision Option:**

Employees may contribute accumulated sick leave to deferred compensation. The contributed sick leave may only be used to fund "catch-up" contributions to deferred compensation.

The following restrictions apply to this program:

The employee must have a minimum of 15 years of service with the City of Beverly Hills.

The employee's sick leave balance cannot be reduced below 500 hours by the contribution.

The contribution is limited to no more than three consecutive years (although an employee may contribute more than three years over his/her career), and the contribution can be used only for funding the deferred compensation "catch-up".

A contribution shall not exceed the amount which will bring the annual deferral to the maximum allowable by law.

The contribution will be calculated at the then existing sick-leave pay-off percentage.

## 10. HOLIDAYS

### **A. Holidays**

Safety Support personnel shall be entitled to the following paid holidays if such employee worked the normally assigned duty period the day before and the day after the holiday, or was absent on authorized paid leave during said periods. Employees shall receive ten (10) holidays, the hours of which will correspond to the schedule noted in Section 20 of this agreement.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day After Fourth Thursday in November
Christmas Day	December 25

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

If the holiday falls Monday through Friday, one day off (up to 9 hours) is granted on the day on which the holiday falls.

If the holiday falls Monday through Friday, and the employee is required to work, the employee is paid for the holiday, plus paid 1½ times the regular rate for hours actually worked on the holiday, or allowed to accrue compensatory time at 1½ times the hours actually worked.

If the following holidays (January 1, July 4, November 11 and December 25) fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules the employee shall receive a floating holiday in lieu of the holiday. Floating holidays may be taken at each employee's discretion, subject to approval of the Department Head or designee. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. If an employee does not use his/her floating holidays within the calendar year (with the exception of those floating holidays which are earned in November or December, in which case the employee will be able to use the floating holiday from that year for the first two months of the following year) in which the employee has received it, he/she will not earn an additional floating holiday in the next calendar year. The parties encourage employees in the unit to use their floating holidays. Department Heads or designees will not act unreasonably in granting requests to use floating holidays.

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

If the holiday falls on one of his/her work days, he/she shall be given that day off, if possible.

If the holiday falls on one of his/her days off, he/she shall be given one day off during the same pay period or receive compensation for one additional day's pay.

If employee is required to work on the holiday, he/she shall be compensated at 1½ times the hours worked in addition to his/her regular base compensation rate for the holiday.

Whether an employee shall be compensated with additional pay for holiday work or by the allowance of time off with pay shall be at the Department Head's discretion.

### **B. Personal Holiday**

Upon satisfactory completion of a probation period, Safety Support employees shall be entitled to one paid personal holiday per fiscal year. Employees having served one year or more with the City shall receive an additional paid personal holiday per fiscal year.

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These holidays may be taken at the employee's discretion subject to the supervisors and department head approval. Employee shall request said holiday in writing. If an employee does not use his/her personal holidays earned within the fiscal year in which the employee has received it, he/she will not earn an additional personal holiday in the next fiscal year. Department Heads or designees will not act unreasonably in granting requests to use personal holidays.

The hours of the personal holiday will correspond to the schedule noted in Section 20 of this agreement.

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

### 11. VACATION

#### A. Authorization For Taking Vacation

With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, upon completion of probation, every employee may take accumulated vacation if approved by the employee's Department Head.

An employee entitled to vacation shall make written application therefor in the manner and within the time directed by the Appointing Authority. Every department head or designee shall establish a vacation schedule for each calendar year based on employee requests and subject to his/her right to plan work under his/her control and to allow vacations when employees can be spared. He/she shall notify employees as soon as possible whether their application is approved, and if not, of the period which is substituted.

#### B. Vacation Allowances

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

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

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### C. Accumulation

Safety Support personnel who have completed fourteen years of service or less may not accumulate more than 480 hours of vacation at any time. Such employees with 480 hours of vacation on the books will not continue to accrue vacation until their balance falls below 480 hours.

Safety Support personnel with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 480 hours may accumulate annual vacation which will result in their balance being above 480 hours. However, if at the end of any calendar year the vacation accumulation is above 480 hours (whether they cash out vacation or not, see below), they will not continue to accrue vacation until the balance falls below 480 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 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.

## 12. SICK LEAVE

Except as is otherwise provided, Safety Support personnel 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. New Employment. With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, sick leave accrued shall not be available for use until an employee completes his/her six months of satisfactory employment
- C. Illness of Employee. Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, step-parent, spouse or registered domestic partner.
- D. Job-Connected Disability. Except as provided herein, no employee shall be entitled to use accumulated sick leave during any period for which he/she is entitled to receive temporary disability indemnity under Division 4 (Section 3201, et. seq.) of the Labor Code of the State. Any employee entitled to receive such temporary disability indemnity may elect (for a period not to exceed twelve [12] months after he/she first makes such election) to use as much of his/her accumulated sick leave, vacation or compensatory time off as when added to his/her disability indemnity will result in a payment to him/her of not more than his/her full salary or wage.

## SAFETY SUPPORT PERSONNEL

- E. Sick Leave Incentive. Safety Support employees who accumulate 72 hours or more of unused sick leave during any payroll year may receive cash payment for up to 24 hours of the accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Such days not paid for or taken may be accumulated to be used or taken as needed in the future, or paid for in accordance with current 3% - 10 year program or 4% - 20 year program as referenced in Article 25 of this Agreement.

### **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. DISABILITY LEAVE**

#### Salary Continuance for Industrial Disability Leave

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

In the event of a bonafide work-incurred injury by Safety Support personnel the City shall continue to pay the gross salary, less legally required deductions, to the injured employees for a period not to exceed ten (10) working days.

Employees covered under this program shall not receive a monetary amount greater than they would receive if they had been working under normal conditions. Any disability indemnity received by the employee from the State of California for the purpose of ensuring a weekly or monthly income as the result of the same work-incurred injury for which the employee is receiving extended disability salary continuance from the City, shall be paid to the City for the first ten (10) working days of absence due to injury in order to qualify for this program.

For an employee to qualify for this program, the Department Head must notify Human Resources in writing immediately upon receiving knowledge of work-incurred injury.

Should an injured employee's period of absence exceed ten (10) working days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may

## **SAFETY SUPPORT PERSONNEL**

then utilize accumulated sick and vacation, which when added to his temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Office.

An employee eligible for this program may be required to be examined by City authorized physicians at the discretion of the Department Head and Assistant Director of Administrative Services/Human Resources for the purpose of determining eligibility for this program.

### **15. WITNESS LEAVE**

Any Safety Support Personnel who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi judicial proceeding in a matter other than one to which the employee is a party, 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 services shall be paid (less transportation allowance, if any) to the City. This section is not applicable to those employees participating in judicial or quasi judicial proceedings that are within the scope of their employment.

### **16. LEAVE WITHOUT PAY**

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's Department Head or designee and shall be used only if all appropriate accumulated leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Safety Support personnel 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.

### **17. UNIFORM ALLOWANCE**

The City shall furnish the initial uniforms and necessary equipment to each Safety Support employee assigned to the classifications of Administrative Clerk, Detective Specialist, Communications Dispatcher, Communications Supervisor, Fire Inspector, Property Officer, Parking Enforcement Supervisor, Parking Control Officer, Parking Enforcement Dispatcher, Rangemaster, Records Technician I and II, Jailer Supervisor, Senior Records Technician, Traffic Specialist, and Traffic Control Officer. It shall be the responsibility of each employee to maintain his/her uniform in good condition, consistent with the specifications listed in the Department Manual.

The initial uniform issuance shall include three (3) pair of trousers/slacks/skirts (or a combination of), four (4) shirts/blouses, a belt, a name plate and a sweater or jacket. Depending upon assignment, other issued equipment may include foul weather gear, a hat, a tie and tie bar,

## SAFETY SUPPORT PERSONNEL

and a whistle and chain. The City shall replace uniform items or issued equipment which is no longer serviceable. The employee shall complete the Uniform Replacement and Equipment Purchase Form when requesting replacement of issued uniforms or equipment. The decision to replace items will be at the discretion of the individual's supervisor.

The classifications of Forensic Specialist and Senior Forensic Specialist shall receive an annual clothing allowance in the amount of \$600.00 per year per employee.

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

### **18. OVERTIME**

Safety Support personnel are required to accurately report all time worked on their time sheets. Under no circumstances may an employee work any time in addition to his/her regular work hours before or after work or on an unpaid meal break with first receiving approval in advance from his/her supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on his/her time sheet, if an employee works such time it is expected that the employee will record the time and the supervisor shall permit it to be reported.

#### Earning Overtime:

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

#### Compensatory Time Off:

Employees working overtime shall receive either pay or compensatory time off. The decision as to whether an employee will receive pay or earn compensatory time off will be made by the employee's Department Head or designee. Safety Support personnel can accumulate up to 160 hours of compensatory time. Since compensatory time is earned at 1.5 hours for each hour of overtime worked, 160 hours of compensatory time off equates to 106.66 hours of overtime worked.

An employee wishing to use his/her accumulated compensatory time must provide reasonable notice to his/her supervisor. If reasonable notice is provided, the request will only be denied if

## SAFETY SUPPORT PERSONNEL

the request is unduly disruptive to the operations of the employee's department. For purposes of this agreement, reasonable notice is defined as at least one calendar week. If an employee wishes to use compensatory time off without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

### Court Time:

An employee called into work from being off-duty to appear in court shall receive a minimum of four (4) hours at time and one-half. If the court appearance time is contiguous with an employee's shift (i.e., either directly before or after the employee's assigned shift,) the employee will be paid at least one hour at time and one-half or for the actual time spent in court, whichever is greater. An employee called to court while on duty will be paid for his/her actual hours worked and shall not receive any minimum payments as provided herein.

### Call Back:

An employee called back to work while off duty shall receive a minimum of four (4) hours straight time pay. An employee called back for more than four (4) hours shall receive pay at the rate of time and one half for each hour worked in excess of four (4). Employees who are called back to work shall receive straight time for the first four hours worked on call back unless the employee's hours (by working the call back) exceed 40 hours in the defined workweek. If that occurs the employee shall receive overtime compensation for the hours above 40.

### Standby Pay:

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

Employees on standby shall receive a cell phone from the City and will be required to respond to the call or page as quickly as possible. Upon responding, the employee will be instructed as to whether he or she is required to return to work and will be informed of the location to which he or she must respond. Response time will generally be the employee's normal commute time. Employees on standby shall receive three hours of compensation at straight time for each day (12 hours) he/she is on standby.

## 19. RETIREMENT

### A. Retirement Formula

The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4. The City shall pay the 8% required employee contribution to CalPERS on behalf of each employee.

## SAFETY SUPPORT PERSONNEL

### **B. Single Highest Year**

The City's contract with the CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which Safety Support personnel are included per Government Code Section 20042. Retirement benefits are based on the highest annual compensation for the one year during the employee's membership in CalPERS.

### **C. Military Buy Back**

The City's contract with the CalPERS provides for the military buy back option to a maximum of four (4) years buy back time. The entire cost of this buy back shall be borne by those Safety Support personnel taking advantage of this buy back option.

### **D. 1959 Survivor's Benefit**

The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.

### **E. Pre-Retirement Option 2 Benefit**

The City's contract with CalPERS provides the Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for Safety Support personnel.

### **F. PERS Benefit Provided by Government Code section 20636(c)(4)**

Effective November 1, 2008, pursuant to Government Code section 20636(c)(4), the City shall pay (as already provided by subdivision A of this article) and report to CalPERS as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A 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".

## **20. HOURS**

### **A. Work Schedules**

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. For employees working the 3/12.5 work schedule, each employee's designated FLSA workweek shall begin exactly five hours after the start time of each employee's ten hour shift. As such, these employees will earn 2.5 hours of overtime (of which the straight time

## SAFETY SUPPORT PERSONNEL

portion of these hours will have already been paid as part of regular monthly compensation) in each of the two workweeks in which the ten hour shift shall fall.

All Safety Support personnel are required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

- A 9/80 schedule consists of alternate workweeks of 4 consecutive workdays of 9 consecutive hours each, followed by 5 consecutive workdays 4 consecutive days of which consist of 9 work hours each and 1 day of 8 consecutive work hours.
- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 work hours each.
- A 3/12 schedule consists of alternate workweeks of 3 consecutive workdays of 12 hours each followed by 4 consecutive workdays, 3 consecutive days of which consist of 12 hours each and 1 day of 8 work hours.
- A 3/12.5 schedule consists of workweeks of 3 consecutive workdays of 12.5 consecutive hours each with one additional 10 consecutive hour day every four weeks. The ten hour shift shall not be changed unless it is intended to be changed permanently. If that happens, the employee's FLSA workweek will change to begin five hours after the new start time of the ten hour shift.

Those employees assigned to the Communications Bureau and as a Records Technician II shall work the 3/12.5 schedule.

Those employees assigned to the Identification Bureau and the Civilian Range Master and Records Technician I shall work the 4/10 schedule.

Those employees in the Police Department assigned as Administrative Clerks, Secretaries, Detective Specialists, Traffic Specialists, Traffic Control Officers, Parking Enforcement Dispatchers, and in the Fire Department as Fire Inspectors shall work the 4/10 schedule .

Those employees that may be assigned to the Jail Bureau shall work the 3/12 schedule.

All other classifications not otherwise mentioned shall work the 9/80 schedule .

Parking Enforcement Officers shall be assigned to work a 4/10, 9/80, or 5/40 work schedule. Only the officers currently on the schedule to work the a.m. shift (currently 2100-0600, but could be changed) will continue to work a 9/80 schedule. All new assignments to the a.m. shift shall be on the 5/40 work schedule. City shall consider requests from the officers remaining on the 9/80 a.m. to be placed on the 5/40 shift. All other officers shall be assigned to work a 4/10 work schedule. Officers shall bid for shift assignments based on seniority.

## SAFETY SUPPORT PERSONNEL

Each Department Head shall establish shift schedules. Shift selection shall be based as far as possible upon the seniority of the employees concerned but subject to the department head's right to plan work under his or her control. Employees on probation may have their work schedules changed by their Department Head at his/her discretion. This includes, for example, changing an employee's work schedule from a 9/80 to a 4/10 work schedule and vice versa as well as changing the start time of an employee's work shift. Once off probation, the Department Head retains the right to make de minimis changes to the start time of an employee's work shift (i.e., changing the start time to begin 5 minutes to two hours later at the most). However, any other changes to an employee's work schedule are subject to meet and confer except for Communications Dispatcher, Communications Supervisor and Records Technician II, whose schedule cannot be changed absent an agreement of the parties pursuant to the terms of the settlement agreement dated \_\_\_\_\_. The Association acknowledges that if requested to meet and confer over such a change, it will do so promptly.

### **B. Meal Period**

With the exception of employees who work in the Police Department in the Records Bureau, Communications Bureau, Jail Bureau and Administrative Office, all employees in the unit receive a thirty (30) minute unpaid meal break. Employees in the Records Bureau, Communications Bureau, Jail Bureau and Administrative Office do not receive a formal meal period. If they take a break to eat a meal it is part of their regularly scheduled hours and is paid. That said the City will take all reasonable efforts to provide such employees with a break period sufficient for them to eat.

## **21. TUITION REIMBURSEMENT**

In accordance with the requirements of Administrative Regulation, Number 3A.2, an employee can be reimbursed for attending an accredited college or university for the purpose of pursuing a degree or enhancing his/her promotional opportunities. Since eligibility requirements are set forth in the policy and require advance approval from a supervisor, Department Head or Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

## **22. ASSOCIATION TIME OFF**

The Association shall have a maximum of 10 hours per month available for use in conducting Association business. In the event the entire 10 hours is not used in one month, the remaining hours (and any additional hours previously carried over which have not been used) can be carried over to the next month.

## **23. MEDICAL DISABILITY SEPARATION**

In the event an employee in the classified service, is physically/mentally incapacitated from performing his/her job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons.

## SAFETY SUPPORT PERSONNEL

The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Rules and Regulations section governing separation.

Nothing in this Article will preclude the employee from exercising his/her right under the Americans with Disabilities Act or any other appropriate law.

### **24. GRIEVANCES AND DISCIPLINE**

The City and Safety Support personnel agree that grievances, as defined in section III.A. of Administrative Regulation Number 3B.2, and appeals in connection with disciplinary actions, as defined in subsection (a) of Municipal Code Section 2-5.208, shall be submitted to advisory arbitration.

Representatives from the City and Safety Support personnel shall attempt to agree upon the person who shall serve as the advisory arbitrator. If the parties cannot agree on the arbitrator, he or she shall be selected from a panel of seven names to be supplied by the American Arbitration Association. The party filing the grievance or the disciplinary appeal shall strike the first name from the panel. The parties shall thereafter alternate striking names from the panel until one name remains who shall be the advisory arbitrator. For grievances, the costs of the advisory arbitrator shall be shared equally by the City and the Safety Support Association. If an employee is pursuing a grievance without the Safety Support Association representation, however, the employee shall be personally responsible for his or her share of the costs of the advisory arbitrator. For disciplinary appeals, the City and the Safety Support Association shall share the costs of the advisory arbitrator if the Association is financially supporting the appeal by providing representation for the employee.

After a hearing on a grievance or disciplinary appeal, the arbitrator shall issue a written advisory opinion to the City Manager, and shall provide copies to the Safety Support Association, the applicable Department Head, the City Manager and the Office of Human Resources. Within ten days from the receipt of the advisory arbitration's opinion, the Safety Support Association and the applicable Department Head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's opinion is correct or not and the bases for their position. Within forty-five (45) days of receipt of the advisory arbitrator's opinion, the City Manager shall issue a written decision and send such decision to the Office of Human Resources. The Office of Human Resources shall provide copies to the Safety Support Association and to the applicable Department Head.

The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. If the City Manager modifies the advisory opinion, he/she may increase, decrease or otherwise modify the penalty or relief recommended by the arbitrator. In no case, however, may the City Manager increase the penalty above that imposed by the Department Head. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's opinion, the brief statements (if any) on the advisory arbitrator's opinion submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

SAFETY SUPPORT PERSONNEL

**25. BENEFIT PAY-OFFS UPON SEPARATION FROM CITY SERVICE**

**A. Vacation Payment**

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

**B. Sick Leave Pay-Off**

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

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

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

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

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

This MOU 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 \_\_\_\_\_, 2009.

City of Beverly Hills

Beverly Hills Safety  
Support Association

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## SAFETY SUPPORT PERSONNEL

### **Exhibit A – List of Classifications Represented By the Association**

Administrative Clerk I  
Administrative Clerk II  
Civilian Fire Inspector  
Civilian Rangemaster  
Communications Dispatcher  
Communications Supervisor  
CPR Coordinator  
Detective Specialist  
Forensic Specialist  
Jail Supervisor  
Parking Control Officer  
Parking Enforcement Dispatcher  
Parking Enforcement Officer  
Parking Enforcement Supervisor  
Plan Check Inspector  
Property Officer  
Records Technician I  
Records Technician II  
Secretary  
Senior Forensic Specialist  
Senior Records Technician  
Traffic Control Officer  
Traffic Specialist

**BEVERLY HILLS SAFETY SUPPORT ASSOCIATION**  
To Be Re-Written After Negotiations Are Completed

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