



AGENDA REPORT

Meeting Date: March 11, 2009
Item Number: F-16
To: Honorable Mayor & City Council
From: Sandra Olivencia, Assistant Director of Administrative Services/ Human Resources
Subject: MEMORANDUM OF UNDERSTANDING BETWEEN THE BEVERLY HILLS FIREMEN'S ASSOCIATION AND THE CITY OF BEVERLY HILLS
Attachments: 1. Redline Agreement
2. Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve the Memorandum of Understanding between the City of Beverly Hills and the Beverly Hills Firemen's Association..

INTRODUCTION

The Memorandum of Understanding (MOU) with the Beverly Hills Firemen's Association expired on October 5, 2008.

Intervening negotiations with the bargaining group resulted in the following modifications to the revised MOU: 1. Three Year Term; 2. Updated language by making sure it is consistent with current and past practices as well as with labor law; 3. Future salary adjustments will be based upon salary surveys that include total compensation comparisons to the market to assure they are at 1% above the highest paid surveyed Fire Department; 4. An "Employer Paid Member Contribution" program (EPMC) will be implemented effective September 26, 2009; 5. A medical benefits program will be provided through a Cafeteria Plan effective January 1, 2010; and 6. The retiree medical insurance program will be provided for existing and new employees at the PORAC two-party rate effective January 1, 2010; 7. Increase of city paid term life insurance; 8. Bereavement Leave hours reduced to 48 hours; 9. Language clarification for jury summons; and 10. Administrative Appeal Process language to comply with the new Firefighters Procedural Bill of Rights Act pursuant to Government Code 3254.5.

Through the implementation of salary surveys, the Cafeteria Plan and the retiree medical retirement program which was reduced to the PORAC two-party rate, the City will benefit from the potential of future savings while at the same time ensuring competitive employee salaries and benefit packages.

These negotiations have now been concluded resulting in a new agreement, with any adjustments retroactive to October 5, 2008.

DISCUSSION

Key elements of the new MOU include:

1. Three year term effective October 5, 2008 to October 5, 2011.
2. Existing MOU language updates and changes to comply with past and existing practices as well as current 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 up to four fire survey agencies and guarantee the Firefighter classification to be 1% above the highest paid surveyed agency.
 - First year: October 1, 2008 –September 25, 2009, Fire personnel will not receive a base salary increase.
 - Second year: September 26, 2009 – September 24, 2010, salary survey will be conducted and Fire personnel may receive a base salary increase in the classification of Firefighter if the total compensation survey results indicate that the Firefighter total compensation salary is less than 1% above the highest paid surveyed City.
 - Third year: September 25, 2010 – October 5, 2011, salary survey will be conducted and Fire personnel may receive a base salary increase in the classification of Firefighter if the total compensation survey results indicate that the Firefighter total compensation salary is less than 1% above the highest paid surveyed City.
4. Employer Paid Member Contribution (EPMC) will be reported by the City to Cal PERS as compensation earnable as of September 26, 2009 and to be paid by the employee.
5. Effective, January 1, 2010, the City will provided a new medical benefits program:
 - Employees will receive flexible medical benefits (Family PORAC under Cal PERS for medical, dental and optical) through a Cafeteria Plan.
 - The Flexible Benefits Program of \$1,500 per fiscal year for non-management employees will be eliminated effective January 1, 2010.

- The Flexible Benefits Program of \$2,500 per fiscal year for Fire Battalion Chiefs will be reduced to \$1,000 effective January 1, 2010.
6. Effective January 1, 2010, the City will provide a Retiree Medical Insurance benefits program through the Cal PERS PORAC medical plan:
 - For Fire Battalion Chiefs who retire after July 1, 1980, but before the effective date of this agreement and who have 15 years of active service with the City, the City shall continue to contribute the difference between the Cal PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the Cal PERS medical, up to age 65.
 - For Firefighters, Fire Engineers and Fire Captains who retire after July 1, 1980, but before the effective date of this agreement and who have 15 years of active service with the City, the City shall continue to contribute the difference between the Cal PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the Cal PERS medical, through age 65.
 - For Fire Battalion Chiefs who retire (service retirement only) after the effective date of the Agreement and who have over 15 years of active service with the City, the City shall contribute the difference between the Cal PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under the Cal PERS medical, through age 65.
 - For Firefighters, Fire Engineers and Fire Captains who retire after the effective date of this Agreement, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under the Cal PERS medical, up to age 65.
 7. Fire personnel shall be entitled to a \$100,000 City paid term life insurance policy.
 8. Bereavement Leave for Fire personnel assigned to a 56 hour work week was reduced from sixty (60) to forty eight (48) hours and fire personnel working a forty (40) hour work week was reduced to thirty two (32) hours. Fire personnel may not use bereavement leave more than twice per calendar year.
 9. New jury duty leave language was included to clarify when fire personnel will be required to report to work if summoned for jury duty.
 10. To comply with the new Firefighters Procedural Bill of Rights Act (FBOR) Government Code 3254.5 a new administrative appeals process was negotiated.

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 1% above the highest paid surveyed Fire agency. In addition, medical benefits have been modified and are now capped through a Cafeteria Plan and increases will be part of negotiations rather than automatic. Also, the retiree medical benefits program for existing and new employees has been modified to the PORAC two party rate program resulting in future savings for the City.

Since the salary survey will not be conducted until the second year of the contract, there will not be salary costs for the current year and an estimate of the salary adjustment for the next fiscal year has been provided. Medical benefits will remain the same for the next nine months and effective January 1, 2010, the Cafeteria Program 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 cost of the increase of term life insurance will be \$9,072.
- Total cost for salary increases for the first year of the contract will be zero and future salary increases will be based on a set formula guaranteeing 1% above the highest paid (based on total compensation) surveyed agency.
- The implementation of the Cafeteria Plan as negotiated will cost the City approximately \$2,592 for the first year of implementation. However, the ten year projection shows a savings of \$ 5,073,742.

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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEVERLY HILLS AND
THE BEVERLY HILLS FIREMEN'S ASSOCIATION

Tentative Agreement - March 5, 2009

WHEREAS, the Beverly Hills Firemen's Association, (hereinafter "Association") a formally recognized employee organization, representing all nonexecutive sworn safety fire personnel (hereinafter "~~Sworn~~-Fire Personnel"), and duly authorized representatives of the management of the City of Beverly Hills, have met and conferred in good faith ~~conducted "meet and confer" conferences~~, freely exchanging information, opinions and proposals, and have reached the following understanding on matters within the scope of representation: A list of all 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 of the City of Beverly Hills 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.

~~The City recognizes that certain past practices may be identified during the term of this agreement which should have been included in this document, but, due to inadvertent omission, are not set forth herein. Mutual agreement between the parties shall be necessary to implement change to such past practices. All other practices, policies and procedures affecting wages, hours and working conditions will remain in force and effect and 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 fire personnel (the "Plan") which are referred to herein shall be modified as set forth herein.

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective beginning October ~~41~~, 20085 and shall expire on October ~~5-3-10~~, 201108.

1. SALARIES

~~Effective October 1, 2005, the first day of the pay period, Sworn Fire personnel shall receive a 4% salary increase; effective September 30, 2006 sworn fire personnel shall receive a 4% salary increase; effective September 29, 2007, the first day of the pay period, the City will employ a formula which will provide that sworn fire personnel will be the highest compensated at the rank of firefighter of those departments listed in Attachment 1. The formula will place the sworn members of the Beverly Hills Fire Department 1% higher than the highest compensated (total compensation) agency based upon the total compensation study at the rank of firefighter in Attachment 1. A survey shall be conducted in August of each subsequent year to determine the salary increase.~~

~~To insure safeguards for both sides, the amount of said increase over the term of this agreement shall be no less than 12% or greater than 20%.~~

The ranks of Firefighter, Fire Engineer, Fire Captain and Fire Battalion Chief shall each be separated from the top step of one classification to the top step of the higher classification by 17.7% respectively (equal to six 2.75% increments compounded).

The Compensation Matrix, a copy of which is attached hereto as Exhibit "B", outlines the base salary steps for each classification. Each salary step differential shall be the equivalent of two 2.75% increments compounded.

Any increase in base pay for all classifications will be achieved by applying the same percentage of pay increase to the bottom step of each classification.

First Year – October 1, 2008 – September 25, 2009: Fire personnel will not receive a base salary increase

Second Year – September 26, 2009 – September 24, 2010: Effective September 26, 2009, fire personnel may receive a base salary increase which ~~will~~ would be a percentage of their existing base salaries. ~~If provided, that percentage will be determined as follows: The percentage of base salary which will result in the total compensation, as later defined, of employees at top step in the classification of Firefighter being exactly one percent (1%) above the total compensation paid to employees in the classification of Firefighter in the survey agency, as defined below, which pays the highest total compensation. For purposes of calculating this formula, the base salary of the top step Firefighter will first be increased by 1.5%. No other element of total compensation shall be increased by 1.5% or any other amount for purposes of calculating this formula.~~

Third Year – September 25, 2010 – October 5, 2011: Effective September 25, 2010, fire personnel may receive a base salary increase which ~~will~~ would be a percentage of their existing base salaries. ~~If provided, that percentage will be determined as follows: The percentage of~~

base salary which will result in the total compensation, as later defined, of employees at top step in the classification of Firefighter being exactly one percent (1%) above the total compensation paid to the classification of firefighter in the survey agency, as defined below, which pays the highest total compensation. For purposes of calculating this formula, the base salary of the top step Firefighter will first be increased by 1.5%. No other element of total compensation shall be increased by 1.5%.

After the above calculations is are made, a determination will be made as to whether the fire personnel will receive a base salary increase.

In each year, An—a base salary increase will be provided to fire personnel unless the total compensation at the rank of Firefighter is one percent or higher than that provided to the rank of Firefighter in the highest survey agency (based upon the agreed upon formula of total compensation described below). In that event, the base salaries of fire personnel shall be reduced by 1.5%.

The following examples show how the formula will be calculated:

1) Salary Increase: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$11,900.00 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20 In this example, assume that the first range top step base salary for a firefighter is \$7,287.47. The City would add \$109.31 (1.5% of the base salary) to \$11,900.00 for a total of \$12,009.31. Total compensation-The top step base salary would be increased (the increase would be added to base salary) by the difference between an appropriate percentage that would cause the total compensation to equal \$12,241.20 and \$12,009.31, which equals \$231.89. All other fire personnel would receive a like percentage salary increase

2) 1.5% Salary—Decrease Reduction: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$12,400.00 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20, In this example, assume that the first range top step base salary for a firefighter is \$7,287.47. Since the City of Beverly Hills' total compensation is more than 1% above the highest survey agency, there will be 1.5% base salary reduction equal to \$109.31. In this example, the net result in total compensation will be \$12,400.00 – \$109.31 = \$12,290.69. Even though this is more than 1% above the highest survey agency, base salaries will not be additionally reduced.

3) Example where City and highest survey agency have the same total compensation: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$12,120.00. 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20 In this example, assume that the first range top step base salary for a firefighter is \$7,287.47. The City would add \$109.31 (1.5% of the base salary) to \$12,120.00 for a total of \$12,229.31.

Since this amount is \$11.89 below 1% higher than the highest survey agency, in total compensation, the top step, first range firefighter base salary will be increased by an amount necessary to cause the total compensation of the Firefighter to be increased by \$11.89. All other fire personnel shall receive the same percentage salary increase.

If, after conducting the survey, the rank of Firefighter is still at least one percent (1%) higher than the identified survey agency, fire personnel shall receive no base salary increase during either the second or third years. Under those circumstances, as addressed above in the examples, there shall be a base salary reduction of 1.5% in either or both the second and third year the effective date of each year.

Total Compensation Formula: The total compensation formula agreed to between the City and the Association is very important because the parties agree that it will determine the base salaries of fire personnel effective September 26, 2009 and September 25, 2010 and anticipate that it will be the benchmark for future agreements. As such, agreeing on a formula to measure total compensation is relevant not only within the term of this but will be useful for the parties in measuring total compensation of fire personnel in future MOUs where one percent (1%) above total compensation is the benchmark which the City will strive to achieve.

In calculating the elements of total compensation set forth below, the parties agree that the possible survey agencies will be fire agencies (which may include municipal fire agencies such as City and County departments, fire districts or fire authorities) within Los Angeles and Orange Counties. Private companies, airport or similar fire agencies shall not be included as possible survey agencies. In addition, fire agencies with less than 15 employees at the ranks provided for in the City of Beverly Hills (or equivalent) total sworn firefighting employees shall not be included as possible survey agencies.

By October 1, 2009 (for the second year survey) and by October 1, 2010 (for the third year survey), the Association may provide the City with the names of up to four fire survey agencies (as described in the previous paragraph) for which it wants the City to ascertain the total compensation paid to employees at the rank of Firefighter at top step. After the survey agencies are chosen by the Association, the total compensation survey will be conducted by all parties during the period between October 1, 2009 and December 31, 2009 (for the second year survey) and between October 1, 2010 and December 31, 2010 (for the third year survey) to determine the highest total compensation paid to comparable classifications among the surveyed agencies as of September 26, 2009 (for the second year) and September 25, 2010 (for the third year). Although both the Association and the City may conduct their own surveys, the parties agree that the goal of the surveys is to agree on the total compensation information. If any of the chosen survey agencies areis still engaged in collective bargaining negotiations as of December 31, 2009 and-or 2010, its total compensation elements will be valued as of September 26, 2009-and-or September 25, 2010. If any of the chosen survey agencies has concluded negotiations between September 26, and December 31, 2009 and-or September 25, 2010 and December 31, 2010 with a collective bargaining agreement that has been approved by the governing body on or before December 31, 2009 and-or 2010 by the governing body that provides for compensation increases retroactive to September 26, 2009 and-or September 25, 2010 or an earlier date, its total compensation elements

will be valued as of September 26, 2009 and/or September 25, 2010. Any resulting salary increase (if applicable) will be retroactive to September 26, 2009 and/or September 25, 2010.

The parties agree that total compensation for fire personnel will include the following elements

1) Monthly Base Salary – Top Step—First Range or top of the salary range (without bonuses) for Firefighter

2) The value of employer-paid retirement contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employer's retirement contribution rate. (For Beverly Hills the employer's retirement contribution rate is 23.169% of pensionable income effective September 30, 2008, subject to change each year based upon an actuarial study). The "PERS on PERS" benefit provided for in the Retirement Article below will be factored in the City's retirement contribution rate as part of the formula.

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

4) Cafeteria Plan Contribution and/or City Paid Health Insurance: For the second year survey, this amount will include the highest paid health insurance benefit provided to the rank of firefighter at Beverly Hills and the survey agencies.

5) City Paid Optical Insurance: For the second year survey, this amount this amount will include the highest paid optical insurance benefit provided to the rank of firefighter at Beverly Hills and the survey agencies.

6) Monthly Cafeteria Plan Contribution for each member of the bargaining unit: Effective with the third year survey the parties have agreed to a cafeteria plan which includes health, dental and optical/vision insurance.

Note: Effective with the third year survey, paragraphs 4 and 5 drop out of the survey and paragraph 6 is substituted in its place. For Beverly Hills and survey agencies employers with cafeteria plans which cover health, dental and/or optical/vision, the amount used for the survey is the maximum amount provided to employees at the rank of fFirefighter. In calculating this amount for agencies whothat have separate medical, dental and/or vision benefits (or cafeteria plans that do not include all of these benefits) the amount will be the dollar amount of the maximum plans provided to employees at the rank of fFirefighter for each of these threethose separate benefits.

75) Uniform Allowance: This will be determined by taking the total maximum monthly amount the City (and survey agencies) employer pays for uniform allowance.

86) Life Insurance: Maximum ~~City~~Employer contribution to Life Insurance valued at 21 cents per \$1,000 of coverage.

97) Deferred Compensation: This will be determined by taking the monthly maximum amount the ~~City (and survey agencies)~~ employer pays for deferred compensation for employees at the rank of ~~f~~Firefighter, including matching contributions.

108) Vacation: This will be determined by taking the maximum monthly vacation accrual for a ten year and one day year employee at the rank of Firefighter and multiplying that number by the hourly base salary amount for a top step, ~~first range~~ Firefighter.

119) Holiday Pay: This will be determined by taking the maximum hours paid per month in holiday pay for an employee at the rank of Firefighter and multiplying that number by the hourly base salary amount for a top step, ~~first range~~ Firefighter.

120) Extra Pay Per Month Available to Firefighters: This will be determined by adding the following extra pays to the formula:

- a. E.M.T. ~~I~~ Bonus;
- b. USAR Bonus;
- c. Haz Mat Bonus;
- d. Education Bonus;
- e. Longevity Pay up to a maximum of what is provided to a 10 year and one day ~~f~~Firefighter;
- f. Bilingual and Foreign Language Bonus or Pay; and
- gf. Other Performance or Achievement bonuses.

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 at the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

1. Probationary 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 first six months of service. Thereafter, the employee's anniversary date for salary increases (to move to the next step) shall be adjusted such that increases shall be provided after the employee satisfactorily completes one year of service after his/her previous step increase.

~~Probationary employees appointed to a step other than the first, shall not be eligible to receive a step increase upon the satisfactory completion of six months of service but shall be eligible for a salary step increase after the completion of one year of service.~~

2. Appointment and Advancement

The probationary period for new and promoted fire employees shall be one year from the date upon which they start the mandatory vestibule training or from the date of promotion. This probationary period applies to newly hired and laterally transferred recruit firefighters. This one year probationary period is in addition to any time spent by recruit firefighters attending an off-site recruit academy.

3. Any probationary period may be extended at the direction of the Fire Chief.

4.2. 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:

- 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 or her anniversary date.
- b. Such an increase is recommended by the employee's supervisor and the Appointing Authority Fire Chief or designee and is approved by the Director of Human Resources Assistant Director of Administrative Services/Human Resources.

B. Employment At Other Than The First Step

Every appointment shall be at the first step of the schedule prescribed for the classification unless, upon the recommendation of the Director of Human Resources, 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 individual 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. provided said employee has met the standards as provided through the Employee Evaluation Program.

C. Temporary Appointment Filling Position out of Classification

~~Temporary appointment 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 positions shall not accrue any paid benefits, leave right, or tenure right. If a temporary employee attains probationary status or if exempt from permanent status, he/she shall not be eligible for any retroactive payment of benefits.~~

Filling Position out of Classification (F.P.O.C.) is defined as a temporary assignment of any duration to a superior classification for which an employee is qualified, but has yet to achieve a permanent promotion.

F.P.O.C. compensation shall be paid at the first step of the salary schedule attendant to the superior classification. In the event the first step of that salary range is less than 5.5% above the current level of pay for the affected employee, he or she shall be compensated at a higher step of that salary range which is at least 5.5% above the current level of pay.

D. Effective Date Of Increase

Approved salary step increases shall be effective on the first day following of the pay period that begins after ~~the satisfactory completion of the probation period and on every subsequent anniversary date~~ qualifying date described above in subsection A of this Article.

E. Special Merit Advancement

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

F. Superior-Subordinate Relationships

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

In such a relationship, ~~the a~~ superior shall be paid a monthly salary rate above his or /her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his /or her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his or /her highest paid subordinates. At any time the superior's base salary (excluding this salary adjustment) exceeds the base salary of his or /her subordinates, the salary adjustment granted to him/her by this section shall be eliminated.

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

G. Acting Time

- ~~Every sworn fire safety employee temporarily assigned to a classification higher than his or /her regularly assigned classification shall receive acting time compensation while so assigned to the higher position.~~
- ~~This amount shall be at least 5.5% above his/her present base monthly salary, provided that this additional amount shall not exceed the fifth step nor be lower than the first step of the higher classification. The Director of Human Services and the City Manager shall approve acting time requests.~~
- ~~To be eligible for 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.~~
- ~~Employees assigned to a higher position and receiving acting pay shall not acquire status or credit for service in the higher classification and may be returned to their regular position at any time.~~
- ~~The superior subordinate relationship salary adjustment shall not be affected as a result of the application of acting time pay.~~

3. BONUSES

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

Educational bonuses will be treated as part of base pay for overtime, termination payoffs or any other purposes, except as required by FLSA or by this agreement. Assignment bonuses will be considered part of base pay for calculation of overtime and termination payoffs. Educational bonuses and Assignment bonuses shall be reported to CalPERS as compensation earnable (i.e., pensionable income) if permitted by the Public Employees' Retirement Law.

Educational and assignment bonuses are 2.75% increments that are calculated by compounding each additional 2.75% increment onto the salary created by any prior consecutive 2.75% increase(s). All new and existing bonuses shall be calculated using this established compounding method. This compounding method is used for the formulation of The Compensation Matrix.

A. Education Bonuses

1. Fire Service Training Program

Any Firefighter or Fire Engineer certified by the State Fire Marshall's Office as a Firefighter II, shall receive a 2.75% bonus ~~to his or her base salary~~. Said bonus shall become effective on the first day of the payroll period following~~upon~~ the date of certification.

Any Firefighter or Fire Engineer certified by the State Fire Marshall's Office as a Fire Officer, shall receive a 2.75% bonus ~~to his/her base salary~~. Said bonus shall become effective on the first day of the payroll period following~~upon~~ the date of certification.

Any Fire Captain or Fire Battalion Chief certified by the State Fire Marshall's Office as a Fire Officer, shall receive a 2.75% bonus ~~to his/her base salary~~. Said bonus shall become effective on the first day of the payroll period following~~upon~~ the date of certification.

Any Fire Captain or Fire Battalion Chief who completes the State Fire Marshall's Office course as a Chief Officer and at least 36 hours each fiscal year of educational training in Fire Administration, Public Administration, Fire Management or related field shall receive a 2.75% bonus ~~to his/her base salary~~ on the first day of the payroll period following the date of completion of the course. The educational training can include job related courses such as seminars and will have to be maintained to qualify the individual for the bonus each fiscal year.

Prior approval for this educational training shall be granted by the Fire Chief.

No employee shall receive more than 5.5% in bonuses for Fire Service training.

2. E.M.T.I. Certification

~~Sworn~~ Fire personnel, other than Paramedics, certified as an E.M.T.I., shall receive a ~~5.5% bonus~~ to of 5.5%..

3. Urban Search and Rescue (USAR)

~~Sworn-Fire~~ personnel who complete the prescribed department-training shall receive a ~~2.75%~~ USAR bonus of 2.75%.

B. Assignment Bonuses

1. Tillerman

Any Firefighter assigned as Tillerman shall receive a \$20.00 per month bonus.

~~2. Fire Prevention Inspector~~

~~Any Firefighter and Captain assigned as a Fire Prevention Inspector shall receive an 16.5% bonus.~~

~~3. Fire Mechanic~~

Any Firefighter assigned as a Fire Mechanic shall receive a ~~5.5%~~ bonus of 5.5%.

4. Paramedic Bonus

Fire personnel shall receive a ~~19.25%~~ bonus of 19.25% while regularly assigned as a paramedic, not to exceed 21 such personnel. Additional certified fire paramedical crew members shall receive said bonus for days when ~~he~~ actually assigned to paramedical duty, though not regularly so assigned. Paramedics shall be EMT instructors for ~~sworn-fire~~ personnel in the Beverly Hills Fire Department.

~~5. Training Officer~~

~~A Fire Captain assigned as a training officer shall receive a bonus of 16.5%.~~

~~6. Fire Administrative Battalion Chief~~

~~When assigned by the Fire Chief, a Fire Battalion Chief shall act as Fire Administrative Battalion Chief and receive a bonus of 11%.~~

7. Administrative Assignment

~~Sworn-f~~ire personnel, when removed from fire suppression duties and assigned to an administrative assignment by the Fire Chief, including but not limited to the Fire Prevention Inspector, Training Officer, Fire Administrative Battalion Chief and Fire Marshal, shall receive a bonus ~~of~~ 16.5%. In addition, the leave accounts of fire personnel assigned to an administrative assignment shall be divided by 1.4 at the

time of the assignment and valued at the hourly salary rate of the administrative assignment. Any such employee who has been allocated a City-owned take home vehicle by the Fire Chief shall only receive a bonus of 11%.

4. RECLASSIFICATION, PROMOTION & Y-RATING

A. Reclassification

When a position in this bargaining unit is reclassified upward, the employee in the position incumbent may be appointed to the reclassified position, providing that:

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

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

B. Y Rating

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

C. Compensation After Promotion or Upward Reclassification

~~Every employee who is promoted shall serve a probation period as defined in the Personnel System Rules & Regulations.~~—An employee who is promoted or who is in a position which is reclassified upward shall be appointed to the first step of the salary schedule of the new classification unless the salary attendant to that step is not or at least 5.5% above the higher than his or her salary prior to the promotion, as defined below, in which case the employee shall be promoted to the next highest salary step that produces at least a 5.5% increase in salary, as hereafter defined ~~step and schedule of his/her previous classification.~~ Assignment bonuses shall be calculated as part of base salary for the purpose of establishing the initial salary step of a newly promoted employee. Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

5. MEDICAL INSURANCE

A. Medical Insurance

The City contracts with the Public Employees' Retirement System for medical insurance. Management and non-management employees shall have the choice of electing coverage under the City-administered health plans. Insurance coverage is effective the first day of the month following the 30 day waiting period.

B. Conversion to PERS Plan

The payment of ~~premiums~~ benefits 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 yet still undetermined for 2010 and 2011) on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant.

B. Informal Cafeteria Plan

In addition to the PERS statutory minimum \$16.00 a month, the City shall make contributions to an informal flexible benefits plan shall be provided cafeteria plan as follows:

1. For ~~current active~~ employees, the City shall ~~pay~~contribute the difference between the PERS Statutory minimum \$16.00 and the actual ~~cost~~ premium selected by the employee up to the ~~family plan premium~~ for the employee plus family category of the PORAC medical insurance plan. Employees selecting ~~a plan coverage~~ which would cost more than the employee plus family PORAC medical insurance shall bear the full cost of the difference. ~~Sworn Fire employees shall receive \$614.00 per month in additional compensation.~~
2. For ~~Fire Battalion Chiefs management employees who retire (service retirement only) retiring~~ after July 1, 1980, but before the effective date of this agreement, and who have over 15 years of active service with the City, ~~through age 65,~~ the City shall ~~pay~~contribute the difference between the PERS statutory minimum \$16.00 and the actual cost of the medical insurance premium up to the two party rate of the ~~PERS Care~~ PORAC PERS Care Plan under PERS medical, through age 65.
3. For ~~Firefighters, Fire Engineers and Fire Captains non-management fire personnel who retire (service retirement only);~~ after July 1, 1980, but before the effective date of this agreement, up to age 65, the City shall ~~pay~~contribute the difference between the PERS statutory minimum \$16.00 and the actual cost of the medical insurance premium up to the two party rate of the ~~PERS Care~~ PORAC PERS Care Plan under PERS medical, up to age 65.
4. For Fire Battalion Chiefs who retire (service retirement only) after the effective date of this Agreement and who have over 15 years of active service in the City, the City shall contribute the difference between the PERS statutory minimum and the actual

cost of the medical insurance premium up to the two party rate of the PORAC Plan under the PERS medical, through age 65.

5. For Firefighters, Fire Engineers and Fire Captains who retire after the effective date of this Agreement, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under PERS medical, up to age 65.

Retired ~~sworn~~-fire ~~personnel~~employees who receive(d) a disability retirement on or after July 1, 1981, will be eligible for the PERS health plan (subject to the eligibility requirements of the plan) if said employee would have received a service retirement equaling 50 percent or greater.

Under such plans the City shall pay its contribution ~~toward the premium to the Cafeteria Plan~~ for ~~sworn~~-fire personnel and dependents, if any, for hospital and medical benefits during the continuous period of an employee's absence up to a maximum accumulated time of one year, when such absence is caused by an injury on duty.

C. ~~Indemnification~~

~~The Association agrees to indemnify and hold harmless the City from any and all claims, liabilities, judgments, and litigation costs, including but not limited to reasonable attorneys' fees, arising from the City's conversion to the PERS plan.~~

B. ~~Health and Welfare Benefits Effective January 1, 2010:~~

The City shall continue to contract 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 continue to 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.

C. ~~Formal Cafeteria Plan~~

1) ~~Formal~~ Cafeteria Plan: The provisions of the ~~formal~~ 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 ~~formal~~ cafeteria plan adopted in accordance with the provisions of ~~IRS~~ Internal Revenue Code § 125: medical, dental, and optical. As such, ~~a~~ Article 6 (optical insurance) of this Agreement will be superseded by the provisions of the ~~formal~~ 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 ~~formal~~ cafeteria plan on that date.

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

The ~~formal~~ 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 each month the City will contribute to the formal cafeteria plan an amount which includes~~ will equal the total of the monthly premiums for the employee plus family ~~plan~~ category of the PORAC medical insurance plan, the employee plus family ~~dental~~ category ~~plan~~ of the (~~Guardian~~) dental plan and employee plus family category ~~plan~~ of the optical (~~VSP~~) ~~plan 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 the family plan of PORAC, family dental and family vision~~ premiums in any or all of the above plans.

(1) ~~Medical Insurance~~

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

HMO Plans

PPO Plans

- | | |
|------------------------------------|---------------------------|
| <u>1) Kaiser;</u> | <u>1) PERS Care;</u> |
| <u>2) Blue Shield Access +; or</u> | <u>2) PERS Choice; or</u> |
| <u>3) Blue Shield Net Value</u> | <u>3) PERS Select</u> |
| | <u>4) PORAC</u> |

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 category, employee + 1 category or employee + family category. Covered employees are required to participate in CalPERS medical insurance under one of the available options. ~~except that, a~~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: participating in the employee category, the employee + 1 category or the employee + family category. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source in order to make that choice.

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: participating in

the- employee category, the employee + 1 category or the employee + family category. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source in order to make that choice.

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 anyone or more 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:

<u>1) medical insurance</u>	<u>\$450.00</u>
<u>2) dental insurance</u>	<u>\$100.00</u>
<u>3) 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. Any such employee who chooses to receive any of the optional benefits under the cafeteria plan shall be eligible to receive up to in cash the difference between the City's monthly cafeteria plan contribution and the total of the premiums

selected by the employees, not to exceed \$475, as cash wages as long as he/she has not reached the cafeteria plan maximum amount with his/her purchases:

The parties agree that the maximum cash provided by BC(1)(d)(1) and BC(1)(d)(2) shall be increased to an amount equal to the maximum cash back provided for any of the City's other bargaining units for these purposes except those bargaining units represented by the Management and Professional Association and the Police Management Association. This exception also applies to Executive Management employees who are not covered by in a bargaining unit but who may receive such a cash option as well.

If, after opting out of one or more optional benefits or purchasing optional benefits through the cafeteria plan (under B(1)(d)(1) or B(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 As an example, (under BC(1)(d)(1) above) if an employee (eligible to receive assume that the City's monthly cafeteria plan contribution is \$1,298.00.) If an employee opts out of dental insurance and purchases medical and optical insurance with premiums which add up to \$1,005.00, he/she would receive \$100.00 for opting out of dental insurance. However, if the premiums added up to \$1,287.00 (and the maximum amount was \$1,298.00) 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 BC(1)(d)(2) above) if an employee hired on February 10, 2010 purchases \$1,155.00 worth of optional benefits per month including medical insurance, (and the maximum amount was \$1,298.00) he/she will receive \$143.00 per month in cash. However, if such an that employee only purchasesd \$700.00 per month in medical, dental and optical insurance, he/she will receive \$475.00 per month in cash

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.

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. Any amount allocated but not used within the prescribed time limits shall be forfeited

2) 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.~~ Employees cannot allocate cash contributions made to the cafeteria plan to pay the premiums for this supplemental term life insurance. However, they may, on a post-tax basis, allocate any cash back they receive from the cafeteria plan for that purpose. It must be a deduction from their paycheck.

3) 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 deferred compensation plans. The employee may, however, be able to elect to increase his/her deferrals to the City's retirement deferred compensation plans from his/her regular wages.

6. OPTICAL INSURANCE

Until January 1, 2010, and subject to the provisions of Article 5 B, ~~T~~the City shall provide an optical insurance plan to ~~sworn-fire~~ personnelemployees. The City shall select the plan and will pay 100% of the applicable premium.

7. LIFE INSURANCE

~~Sworn Fire personnel-employees~~ shall be entitled to a ~~\$50,000-\$100,000~~ City paid term life insurance policy. Each such employee shall have the option to purchase additional life insurance at the City's unit cost, if available. The ~~full~~ premium for such policy shall be paid for by the City under the life insurance program of its choosing.

8. DEFERRED COMPENSATION

A. City Contribution

~~Effective the first pay period of May 2006, T~~he City shall provide a contribution to deferred compensation in the amount of \$30.00 per month per employee.

~~The remaining \$565.00 per month for non-management and \$766.00 per month for management shall be converted to salary.~~

~~To insure the integrity of the salary matrix, the top step of the salary will be adjusted accordingly.~~

B. Conversion of Sick Leave to Deferred Compensation

~~As of May 1, 2001, e~~Employees may ~~choose to contribute~~convert accumulated sick leave to ~~deferred compensation~~salary. The ~~contributed sick leave~~extra pay may only be used to fund "catch up" contributions to deferred compensation. The following restrictions apply to this program.

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

9. HOLIDAYS

All ~~probationary and permanent fire safety personnel employees~~ fire personnel shall be entitled to the following paid holidays if ~~the said~~ employee worked the regularly assigned work period the day before and the day after the holiday, or was absent on authorized paid leave during said period:

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

Fire suppression personnel, working a 24 hour shift, shall be allowed 1/2 shift off for each holiday for a total of 120 hours a year. Shift personnel shall receive payment, each July for those holiday hours not used during the preceding fiscal year.

B. Personal Holiday

~~Sworn~~ Fire suppression employees shall be entitled to one (12 hour) paid personal holiday each fiscal year. Fire employees assigned to a 9/80 or 4/10 work schedule shall be entitled to one ~~9-hour~~ paid personal holiday (equaling the number of hours of their regularly scheduled work day) each fiscal year. Said personal holiday may be taken at the employee's discretion subject to his or her supervisor's and Fire Chief or designee's ~~Appointing Authority's~~ approval. The employee shall request ~~the said~~ holiday in writing. ~~Said personal~~ This holiday shall be administered in the same manner as all other holidays. Personal holidays cannot be carried over to another fiscal year.

10. VACATION

A. Authorization For Taking Vacation

Upon completion of probation and approval of the Fire Chief or designee ~~Appointing Authority~~, employees may take accumulated ~~paid~~ vacation leave. However, if a bargaining unit member is promoted to another position within the unit, he/she may take vacation without having to wait until the end of the probationary period in the promoted into position.

An employee entitled to vacation ~~leave~~ shall make written application therefore in the manner and within the time directed by the Fire Chief or designee~~Appointing Authority~~. ~~Every Appointing Authority~~ The Fire Chief or designee shall establish a vacation schedule for each calendar year based as much as possible upon ~~application~~ employee requests and seniority of the employees concerned and subject to the Fire Chief's~~Appointing Authority's~~ right to plan work under his control. Once vacation is approved it cannot be rescinded because an employee with more seniority requests vacation during the same time period. ~~He~~ The Fire Chief or designee shall notify ~~every~~ employees within a reasonable time whether ~~their~~his application is approved.

B. Vacation Accumulation

Vacation credit shall accrue biweekly to employees at the following rates:

<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>
5.52 Hours Biweekly	8.28 Hours Biweekly	11.03 Hours Biweekly
6 shifts/yr 144 hrs/yr	9 shifts/yr 216 hrs/yr	12 shifts/yr 288 hrs/yr

The above number of hours for vacation accumulation are divided by 1.4 for fire personnel assigned to an administrative assignment.

Fire Personnel with more than four but not more than fourteen years of service who are assigned to a 56 hour work schedule may not accumulate more than 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation. Employees with 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation on the books will not continue to accrue vacation until their balance falls below 432 hours (308.57 hours for employees assigned to a 40 hour work schedule).

Fire Personnel with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) may accumulate annual vacation which will result in their balance being above 432 hours (308.57 hours for employees assigned to a 40 hour work schedule). However, if at the end of any calendar year the vacation accumulation is above 432 hours (308.57 hours for employees assigned to a 40 hour work schedule), they will not continue to accrue vacation until the balance falls below 432 hours (308.57 hours for employees assigned to a 40 hour work schedule), whereupon they will then continue to accrue vacation during that calendar year.

C. Conversion

In the event an employee is transferred between a suppression assignment (56 hour work week) and a non-suppression assignment (40 hour work week), accumulated vacation hours as well as prospective accumulation shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such, the employee's vacation hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

D. Vacation Use And Payoff

Upon an employee's request he may receive cash payment for up to six shifts vacation ~~accumulated~~ but not taken (60 hours for fire personnel assigned to an administrative assignment and 144 hours if assigned to a suppression assignment) during the calendar year.

Employees shall make every effort to take at least six shifts of accrued vacation each year and shall be allowed to take earned vacation leave singularly or collectively subject to manpower availability consistent with the provisions noted above. Fire employees shall receive the vacation payoff in January of each year.

11. SICK LEAVE

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

- A. Accrual. ~~Each employee~~ Fire personnel assigned to an average of a 56 hour week (suppression personnel) shall accrue sick leave at the rate of 5.52 hours for each complete biweekly period of employment. Fire personnel assigned to an administrative assignment shall accrue sick leave at the rate of 3.94 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued sick leave and vacation.
- B. New Employees. With the exception of employees who change positions within the unit by promotion or for some other reason, ~~No~~ sick leave may not be used by any new employee until he/she has completed six (6) months of employment with the City.
- C. Illness of Employee. Accumulated sick leave may be used by an employee during any period of illness of the employee. In addition, an employee may use one half of one year's annual accrued sick leave for the sickness of a child, parent, spouse or domestic partner. ~~"Illness of the employee" means only a physical impairment of the employee of such character and severity that the employee is actually disabled and confined to his/her~~

~~home or a hospital (unless otherwise ordered or directed by his/her physician for the purpose of treatment), and does not include impairment caused directly or indirectly by the use of any drug or intoxicating liquor.~~

D. Conversion

In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated sick hours as well as prospective accumulation shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such, the employee's sick leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

12. ADMINISTRATIVE LEAVE

~~Sworn Fire Management personnel~~ Fire Battalion Chiefs shall be granted Administrative Leave. Administrative Leave will be granted at the discretion of the Appointing Authority, and in recognition of overtime worked, merit, needs of the employee and noting the needs of the department and the necessity of having management personnel available for the effective functioning of the department.

~~Sworn Management Fire personnel~~, Fire Battalion Chiefs working a 24 hour shift shall receive Administrative Leave of 192 hours per fiscal year. Fire Battalion Chiefs working an administrative assignment shall receive Administrative Leave of 137.14 hours per fiscal year. Administrative Leave in excess of 192 hours (or 137.14 hours for personnel assigned to an administrative assignment) may be granted with the recommendation of the Fire Chief or designee Appointing Authority and the approval of the City Manager.

Administrative Leave is not cumulative from one fiscal year to the next. -However, at the end of each fiscal year, upon employee request, the employee will receive cash payment for up to 96 hours of Administrative Leave earned but not taken as time off during the fiscal year. If, after cashing out up to 96 hours of Administrative Leave an employee still has Administrative Leave on the books, for the following calendar year, he/she will only accrue (during each pay period) that amount of Administrative Leave which (when added to the carried over Administrative Leave from the prior calendar year) will result in the employee having 192 hours of leave available in the calendar year. For example, if an employee has 120 hours of Administrative Leave at the end of the year and cashes out 96 of those hours, in the following calendar year, he/she will accrue 168 hours of Administrative Leave. This is so, notwithstanding that he/she may use his or her annual allotment of such leave at any time during the year

In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated Administrative Leave hours shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave

time. As such an employee's administrative leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

13. BEREAVEMENT LEAVE

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

Sixty (60) Forty eight (48) hours of bereavement leave for fire personnel assigned to a 56 hour work week, and thirty two (32) forty (40) hours for fire personnel assigned to a 40 hour work week each calendar year may be used in the event of the death of a family member, herein defined as a spouse, parent, brother, sister, child, grandparent, grandchild, in-law or registered domestic partner of the employee. Fire Personnel may not use bereavement leave more than twice per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the Fire Chief and the Assistant Director of Administrative Services/Human Resources~~Human Services~~. In the event the emergency required the presence of the employee, he/she could not prospectively make a request, subsequent approval must still be obtained in writing.

14. WITNESS LEAVE/JURY DUTY

A. Witness Leave

Fire personnel~~Any 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 are~~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) and (c) 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.

B. Leave For Jury Duty

The current practice of not requiring fire personnel to return to work during their term of jury duty shall be maintained, and said persons shall not be subject to callbacks except in the case of a declared emergency.

All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the City. This Article~~Section~~ is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

Fire personnel who receive a jury summons shall be on paid leave for the day of the summons. In the event the employee's county of residence requires the individual to call the courthouse to verify a reporting time each evening, he or she shall receive paid leave for each day preceding the possible day he or she is required to report. The exception to this rule shall be that when an individual calls on Friday and is informed he or she is not being required to report on Monday, he or she will not receive paid leave on that Sunday and will be required to report to work if scheduled.

In the event an employee is required to report on the first day of a scheduled segment and subsequently released, it is the responsibility of the employee to notify the ~~hiring Engine 5 Captain, or dispatch if unable to reach the hiring Captain,~~ that he or she has been released from jury duty and will report to work on his or her next scheduled regular shift. The employee that is scheduled to work in place of the employee that was required to serve jury duty will be notified as early as reasonably possible that he or she is no longer required to report to work on that day.

15. FIRE BATTALION CHIEF PROFESSIONAL DEVELOPMENT PROGRAM

~~A. Management Employees~~

~~A1.~~ A City-paid professional development leave of absence (sabbatical leave) program (available to Fire Battalion Chiefs) shall be established with the following privileges and restrictions.

~~—~~ The granting of sabbatical leaves shall be at the discretion of the City Manager.

~~B2.~~ Approval of requests for sabbatical leave shall be based on the following criteria:

~~1a.~~ Content of leave program with a basic requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to his or her City employment.

~~2b.~~ A plan for maintaining work continuity of the employee's duties and responsibilities during his or her absence, with emphasis placed on development of subordinates through training assignments.

~~3e.~~ Coordination with departmental priorities and workload.

~~4d.~~ Employee's performance record.

~~a1.~~ Sabbatical leaves may allow up to Five Hundred Dollars (\$500.00) for expenses.

Sabbatical leaves shall be restricted to one (1) leave, up to ninety calendar days, for each Fire Battalion Chief~~management and professional employee~~

each five (5) years, with not more than ~~one five (5) such employees~~ Battalion Chief participating in any one (1) year.

~~2. Sabbatical leaves may allow up to ninety (90) days leave with pay.~~

- ~~—b3.~~ Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing his or ~~her~~ activities prior to final approval of such programs.
- ~~—c4.~~ Typical Sabbatical Leave Programs might include internships, on-loan executive programs, educational programs, travel study programs, or authorship sabbaticals.

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 Fire Chief or designee and shall be used only if all appropriate accrued leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits, except as required by law. Employees will receive a COBRA notice to pay for health insurance if they wish while on such leave.

17. UNIFORM ALLOWANCE

Employees shall receive an annual clothing repair and replacement allowance of ~~\$125~~ \$600 per calendar year after two years of service.

Fire Battalion Chiefs shall receive an annual uniform allowance of \$600.00.

18. HOURS OF WORK/WORK PERIOD AND OVERTIME

Fire suppression personnel shall work approximately 122 shifts per year. Sworn fire personnel assigned to a 40 hour work week, except the Fire Administrative Battalion Chief, shall be assigned to a 4/10 work schedule; said schedule shall be flexible to accommodate the needs of the department relative to training. The City has adopted the 24-day FLSA work period in accordance with Section 7(k) of the FLSA. Each of the three platoon shifts will be scheduled to work eight 24-hour shifts during the 24 day work period. Although employees in the unit are scheduled either a 24 hour suppression shift or a 10 hour administrative shift, all employees in

the unit are subject to the 24 day FLSA work period in accordance with Section 207(k) of the FLSA.

Fire personnel ~~are assigned to work on the basis of 122 shifts per year and~~ shall be paid overtime in the following manner and as specified in the Fire Department Personnel Manual: ~~The City has adopted the 24 day FLSA work period in accordance with Section 7(k) of the FLSA. Each of the three platoon shifts will be scheduled to work eight 24 hour shifts during the 24 day work period.~~

Employees assigned to a 24 hour suppression shift shall be entitled to premium overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of **the duration** of their daily work shift and/or in excess of 182 hours in a 24 day work period, except that they shall earn overtime for the hours between 182 and 192 at the rate of one-half times their regular rate of pay. In that regard, during each pay period, pay for an additional 2.93 hours at the straight time regular rate of pay shall be provided to each such employee.

Employees assigned to a forty hour workweek shall be entitled to premium overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of **the duration** of their regularly scheduled daily workshift or in excess of forty hours in a seven calendar day period.

Employees will have the choice of receiving the overtime compensation in pay or compensatory time off subject to the limitations set forth below.

1. ~~Overtime will be paid at the time & one half rate. Employees will have the choice of pay or compensatory time subject to the Fair Labor Standards Act.~~

~~During each 27 day period, employees who are eligible for overtime will be paid at straight time. At the end of the 27 day cycle, a determination will be made as to how many hours should be paid at the 1 ½ time rate.~~

Hours devoted to departmental training, industrial injury, Association leave, jury leave, holiday leave, vacation leave, sick leave, bereavement leave, subpoena/witness leave for issues involving personal matters and compensatory time or subpoena/witness leave for non-personal matters, etc. will be ~~counted~~regarded as hours worked for purposes of ~~calculating time and one half 1 ½ overtime~~determining eligibility for overtime compensation.

Light Duty is not considered leave but a re-assignment, ~~-~~therefore, is considered hours worked for purposes of computing overtime.

At the end of each pay period occurring during a 24 day work period, a determination will be made as to how many hours should be paid at the time and one half rate. As

described above, during each pay period, pay for an additional 2.93 hours at the straight time regular rate of pay shall be provided to each fire suppression employee.

2. Emergency Recall. Off duty Fire personnel who are recalled to duty on an emergency basis shall be entitled to receive compensation for a minimum of four (4) hours at time and one half-overtime.
3. Off duty Fire personnel who volunteer for special details outlined in City Ordinance No. 2-4.230 shall be entitled to receive compensation for a minimum of four (4) hours at time and one half-overtime.
4. Overtime for employees assigned to an administrative assignment (e.g. administrative Fire Captains and Fire Battalion Chiefs) shall be paid at their 40 hour hourly rate. However, if such employees perform suppression duties, they shall be paid overtime at the 56 hour rate ~~training, special assignment or if working in excess of the normal daily compliment shall be based on a 56-hour work week schedule.~~
5. Special details, including parties, film assignments, special events, and any event requiring Fire personnel which is permitted through the City and paid for by a third party, shall be compensated at a rate equal to one and one-half times the 40 hour hourly regular rate of pay for the applicable classification.

56. Compensatory Time

~~When an employee works overtime, he/she shall have the choice as to whether to receive cash at time and one half or to accumulate compensatory time at the rate of 1.5 hours for each hour of overtime worked. The payment of overtime or granting compensatory time off shall be at the option of the employee.~~

~~An employee requesting to use accumulated ~~Said~~ compensatory time off may do so by providing reasonable notice. Such request will not be denied unless it would be unduly disruptive to the Department to grant it. ~~be requested by the employee and shall be consistent with department manpower availability policies authorized by the Appointing Authority.~~~~

~~An employee may accumulate up to 480 hours of compensatory time. An employee may carry over up to 144 hours of compensatory time each fiscal year. This 144 hours is inclusive of the 480 hours permitted by the Fair Labor Standards Act. In the event an employee requests payment of compensatory time, payment of said compensatory time shall be made each July, for unused compensatory time earned during the previous year. Employees may cash out accumulated compensatory time at their **current** regular rate of pay (excluding any temporary bonuses they are receiving at the time they cash out) after the first pay period of July, but before July 31st, of each fiscal year. A maximum of 144 hours of compensatory time may be carried over into the next fiscal year at the~~

employee's option. This option must be exercised prior to a date during June of the existing fiscal year to be chosen by the Fire Chief or his designee.

19. FLEXIBLE BENEFITS

Through the end of calendar year 2009, Fire Personnel Sworn Fire employees shall be eligible for a flexible benefit program. The City shall provide for \$1,500 per fiscal year for non-management and \$2,500 for fiscal year for management employees, for the purpose of compensating employees for unreimbursed medical related expenses. The funds are available for use to compensate employees for an annual physical and unreimbursed medical, dental or optical costs.

Effective January 1, 2010, the City shall provide up to \$1000.00 per fiscal year for Fire Battalion Chiefs to compensate them for unreimbursed medical related expenses. Such expenses include unreimbursed costs for an annual physical as well as unreimbursed medical, dental or optical costs. To receive the benefits of this Article, Fire Battalion Chiefs must provide a receipt demonstrating that they have incurred a unreimbursed medical expense.

~~Beginning on May 1, 2001 and on every subsequent April 1 covered by the MOU, the Flexible Benefit amount will be adjusted based on the experience of the City's self insured dental plan. Should the City elect to change dental programs in any manner during the term of this MOU, then this section shall be inapplicable effective upon the date of the dental program change, and no further adjustments to the Flexible benefit plan shall be made.~~

~~The amount of the adjustment will be equal to the percentage change in the overall budgeted amount for the City's self insured dental claims program for the last fiscal year as compared to the prior fiscal year. For example, beginning on October 1, 2001, if the total amount budgeted for the City's self insured dental program, as determined by the City's Finance Department, increased 7% from fiscal year 1999 2000 to fiscal year 2000 2001, the flexible benefit amount would increase 7% beginning on October 1, 2001.~~

All requests for reimbursement shall be submitted to the Human ~~Resources~~ Services Office on a quarterly basis. At the end of each fiscal year, ~~if any funds (of the dollar amounts described above) which a Fire Battalion Chief has not used remain in an individual's account, he/she may request payment in cash will be paid to the Battalion Chief as wages on a separate check.~~

20. RETIREMENT

A. Retirement (PERS%)

1. The City is in CalPERS and contracts with CalPERS to provide retirement benefits. The City shall pay an amount equal to nine percent (9%) of the employee's pensionable income (the required employee's contribution) to CalPERS on behalf of each employee. ~~of the individual gross salaries of fire personnel to the Public~~

~~Employees' Retirement System (P.E.R.S.) on behalf of such personnel members in lieu of their individual retirement contribution obligation.~~

~~2. For purposes of this Section, "gross salaries" shall mean "compensation" as defined in section 20022 of the California Government Code.~~

~~3. If any legislation is adopted by the State legislature that enables the PERS contribution to be paid directly to employees and said conversion would not result in any cost to the City, then the City agrees to reopen this issue for negotiations upon the request of the Association.~~

~~4. In connection with any of the salary formula described above in Section 1 of this agreement, effective on or about January 1, 2008 the Association shall have the option to cause the City to report to PERS as compensation earnable pursuant to the provisions of Section 20636 (c) 4 of the California Government Code and City's payment of the employee's required retirement contributions, as described above in subparagraph A 1 of this Section, provided that the amount prescribed by the salary formula described above in Section 1 which would otherwise take effect at the date of the exercise of this option shall be reduced by an amount equal to the added cost resulting to the City of reporting these payments to PERS as compensation earnable and paying retirement contributions on those amounts. The added cost to the City of providing this benefit shall be determined by the most current actuarial study to be performed on or about October 2007 procured by an actuary agreed upon by the parties and paid for by the City. If the Association desires to obtain any additional actuarial studies during the term of this agreement, it may do so at its own expense. Each actuarial study shall be considered valid for 90 days from its receipt. It can be extended by agreement of both parties.~~

B. Survivor's Continuance

The City's contract with the Public Employees Retirement System provides for the Survivor's Continuance for ~~sworn~~ fire personnel.

C. 3% at 50 Formula

The City's contract with CalPERS provides for the 3% @ 50 formula set forth in California Government Code section 21362.2 for all fire personnel. As of July 1, 2000, the City's contract with the Public Employees Retirement System provides for the 2% at 50 Survivor's Continuance for sworn fire personnel. Effective on or before June 30, 2001, the City shall amend its contract with PERS to implement the 3% at 50 retirement formula set forth in California Government Code Section 21362.2 for all sworn fire personnel.

D. Single Highest Year.

The City's contract with the ~~CalPERS Public Employees Retirement System~~ provides for the "Single Highest Year" compensation period retirement benefit for ~~sworn~~-fire personnel pursuant to Government Code section 20042. Retirement benefit is based on the highest annual compensation for the one year during the ~~employee's~~officer's membership in CalPERS.P.E.R.S.

E. 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 program, including any cost burden on the City, shall be borne by those fire personnel taking advantage of this buy back option.

F. 1959 Survivor's Benefit

The City's contract with CalPERS provides level 4 coverage under the 1959 Survivor's benefit per Government Code 21574. The City shall amend its contract with PERS to provide for Level 4 coverage under the 1959 Survivors Benefit.

G. PERS Benefit Provided by Government Code Section 20636(c)(4)

Effective September 26, 2009, pursuant to Government Code section 20636(c)(4), the City shall report to CalPERS as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A1 above and known as "employer-paid member contribution") (EPMC) covered by this MOU. For purposes of this agreement this "Pay and Report of EPMC" benefit shall be known as "PERS on PERS".

21. WORK WEEK/WORK PERIOD

~~Fire suppression personnel shall work approximately 122 shifts per year. Sworn fire personnel assigned to a 40 hour work week except the Fire Administrative Battalion Chief, shall be assigned to a 4/10 work schedule; said schedule shall be flexible to accommodate the needs of the department relative to training. Although employees in the unit are scheduled either a 24 hour suppression shift or a 10 hour administrative shift, all employees in the unit are subject to the 24 day FLSA work period in accordance with Section 207(k) of the FLSA. Employees assigned to the 56 hour workweek shall earn overtime for the hours between 182 and 192 in a 24 day period at the rate of one half times the employee's regular rate of pay. All hours above 192 in a 24 day work period shall be paid at one and one half times the regular rate of pay~~

212. CONSTANT STAFFING

There shall be at least 25 ~~Sworn~~-Fire Personnel on duty per shift of which six (6) shall be Paramedics. The Association and the City agree that the Constant ~~Staffing~~Manning program of a

25 persons per shift maximum and minimum staffing level shall be maintained excepting that the City, in anticipation of vacancies, may hire 3 additional fire personnel to fill anticipated vacancies for a period not to exceed four months prior to such vacancy actually occurring unless such time limit is specifically waived by the Association.

~~Callback of off duty platoons shall be provided to such level at the straight time rate except as otherwise provided in the compensation plan.~~ Personnel called back will be selected from a rotation assignment list for each classification maintained by the Chief, names on said rotation lists may be substituted. Every member whose name stands at the top of any rotation or force hire list shall be responsible for reporting for duty on call or securing a substitute in the same manner as for regular platoon duty.

23. JURY DUTY

~~The current practice of not requiring fire personnel to return to work during their term of jury duty shall be maintained, and said persons shall not be subject to callbacks except in the case of a declared emergency.~~

224. PARAMEDIC TRAINING

Paramedic personnel shall meet all qualifications for certification as set forth by the State of California and/or Los Angeles County Health Services. These include, but are not limited to, continuing education and successful passing of re-certification exams.

Paramedic personnel shall make every effort to obtain required continuing education training during on-duty hours. Attendance at continuing education sessions not obtainable during on-duty hours, as well as medical consultations, depositions, or briefings, which may occur during off-duty hours and result from a duty assignment, shall be compensated at time and one half at the appropriate rate of pay.

All transportation expenses incurred off duty to attend said programs shall be compensated by the City at the current mileage rate as stated in the Administrative Regulations for actual miles traveled.

235. ASSOCIATION TIME

~~The Beverly Hills Firemen's Association Boardmembers or designees, subject to the approval of the Fire Chief's or his/her designee approval, shall be allowed 692 hours per calendar year a reasonable period of time without loss of compensation during the scheduled work day (10a.m. — 5 p.m. daily) for the purpose of conducting Association business, which would include conferences, training, events etc. This will be known as Association Leave (A/L). Association Leave must be submitted to the Hiring Captain by the President of the Association or his or her~~

~~designee. Such time must be reasonably related to each Board member or designee's participation in the Association. per day for each such boardmember for an aggregate not to exceed five hundred (500) hours per year for all boardmembers, without loss of compensation for the sole and exclusive purpose of conducting transactions of the Beverly Hills Firemen's Association. Such transactions must be reasonably related to employee participation in the Beverly Hills Firemen's Association. The Association board members, or designees, are required to track their time used for association business and submit it to the Fire Chief upon request.~~

The allowable hours shall be in addition to time used to address or attend to any Association/Department related business, including, but not limited to, contract negotiations, policy changes, constant staffing issues, ~~or representing employees in disciplinary matters,~~ member representation, general meetings, and Department related issues or events, all of which time shall be provided without any loss of compensation.

~~City will allow departmental total of eight (8) shifts with pay annually for all members nominated by the Association to attend a work oriented conference approved by the Fire Chief. This shall be referred to as Association Leave and is subject to the approval of the Fire Chief or his or her designee.~~

246. CAR POLICY

The City shall make available two vehicles for use by ~~F~~fire ~~P~~personnel when transportation to a training site requiring an overnight stay is needed.

Individuals will pick up the vehicles at Headquarters Fire Station. Drivers of the vehicle will have to sign a statement acknowledging that the use of the City vehicle will be for commuting purposes and reasonable travel associated with the training and that the use of alcoholic beverages is prohibited while using the vehicle.

Employees driving into the City to pick up the vehicle will not be paid mileage.

257. TRANSFER RIGHTS

Employees shall be permitted to request, in writing, a lateral transfer to fill a position(s) within the Fire Department. In evaluating this transfer request, Fire Management shall consider the experience and overall tenure of the applicable employee(s) along with all other relevant considerations. Employees who do not receive the requested transfer shall receive a written response from the Fire Chief or his or her designee within 30 days. The Association agrees that Fire Management has complete discretion in making staffing decisions and that this section confers no additional rights to the Association and that such decisions are not subject to the grievance procedure.

268. MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in ~~this~~ ~~MOU~~Memorandum of Understanding is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to layoff, hire, promote, demote, transfer, assign, schedule ~~and retain employees in positions within the City; subject to the rules and regulations of the City~~; suspend or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means and appropriate job classifications, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards.

279. EMPLOYEE RIGHTS

Except as limited by the specific and express terms of this ~~MOU~~Memorandum of Understanding, the fire personnel represented by the Association hereby retain and reserve unto themselves all rights, powers, authority, duty and responsibilities confirmed on and vested in them by the laws and the constitution of the State of California and/or the United States of America. Nothing in ~~this~~ ~~MOU~~Memorandum of Understanding is intended to circumscribe or modify the existing rights of the fire personnel represented by the Association, except as limited by the specific and express terms of this ~~MOU~~Memorandum of Understanding, that exist by virtue of the laws and the constitution of the State of California and/or the United States of America.

The City shall maintain the payroll for sworn Fire personnel on a bi-weekly basis and said payroll records are available for review by any employee.

30. 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.~~

31. PAYROLL AUDIT

~~The City shall maintain the payroll for sworn fire personnel on a bi-weekly basis and said payroll records are available for review by any employee. The City shall maintain the payroll for sworn Fire personnel on a bi-weekly basis and said payroll records are available for review by any employee.~~

2832. SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

1. Firefighters, Fire Engineers and Fire Captains Non-Management Employees

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

1. Employees separating with 10 or more years of City Service:

Employees who have ~~achieved~~ ten (10) or more continuous years of service shall be eligible for sick leave pay-off upon separation ~~from of~~ employment with the City at the rate of three percent (3%) of ~~accumulated 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 or /her separation.

2. Employees separating with 20 or more years of City service:

~~Effective April 1, 2003, e~~ Employees who have ~~achieved~~ 20 or more years of continuous years of service shall be eligible for sick leave pay-off upon separation ~~from of~~ employment with the City at the rate of four percent (4%) of ~~accumulated 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 or /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%.

2. Fire Battalion Chiefs Management Employees

- a. Sick Leave Pay Off – Sick leave pay off for Fire Battalion Chiefs Management Employees shall be calculated in the same manner at the same rate and subject to the same limitations as for Firefighters, Fire Engineers and Fire Captains non-management employees except as follows:

Employees who have ~~achieved~~ seven (7) or more continuous years of service at the time of their separation ~~and were listed on the City's active payroll on or after July 1, 1990,~~ shall be eligible for sick leave pay off upon ~~separation~~ termination of employment with the City.

The rate of sick leave pay off shall be calculated as follows: For the first 7 ~~full years of service~~ 21% three percent (3%) of ~~accumulated accrued, unused~~ sick leave ~~per full year of service~~. For each year thereafter five percent (5%) of ~~accumulated accrued, unused~~ sick leave per full year of service on or after July 1, 1990 ~~to a maximum of 79%, to a maximum of 100%.~~ The maximum rate of sick leave payoff is 100% of accumulated sick leave.

B. Vacation Pay-Off

An employee who ~~separates~~ ~~terminates~~ from City service shall receive an amount equal to ~~accumulated accrued unused~~ vacation at the time of ~~separation~~ termination. The rate of pay-off shall be ~~calculated at based on~~ the rate of pay, including all bonuses, received by the employee ~~or pay~~ at the time of his or her ~~separation~~ termination.

29. ADMINISTRATIVE APPEAL PROCESS

A. Firefighters Procedural Bill of Rights Act

The administrative appeal process provided for in this Article is established pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act. This administrative appeal process shall apply to all fire personnel in the unit. The parties agree that it complies with the law.

1. Definitions

- a. The term "fire personnel" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any fire personnel who are peace officers pursuant to Penal Code § 830.37.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment." A layoff is not punitive action subject to a disciplinary appeal.

2. Notice of Appeal

In accordance with California Government Code Section 11506(a), ~~W~~within five (5) ~~fifteen~~ (15) calendar days ~~of~~ following receipt by fire

personnel of notification of punitive action as set forth above, the employee shall notify the Assistant Director of Administrative Services/Human Resources in writing of the employee's intent to appeal the punitive action.

B. Appeal Procedures – For Suspension, Demotion and Termination

Fire personnel who are suspended, demoted, reduced in pay or terminated shall be entitled to an appeal hearing before an administrative law judge which shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq.

a. Pursuant to Government Code section 3254(f), the discipline shall not be effective sooner than 48 hours ~~following~~ issuance of the final notice of discipline and the notice shall be given in writing within 30 days of the decision to impose discipline.

b. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the ~~fire personnel~~ employee concurrently with the notice of discipline.

2. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, the hearing shall be conducted at City Hall at a time to be determined by the administrative law judge.

3. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

4. The employee shall be entitled to all discovery rights set forth in California Government Code Section 11507.6.

45. The burden of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

56. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.

~~6. A proposed decision of the administrative law judge shall be advisory to the City Manager.~~

~~7. The City Manager shall accept, reject, or modify the administrative law judge's proposed decision. If the City Manager does not accept, reject or modify the administrative law judge's proposed decision within thirty (30) days of receipt by the City Manager, it shall be deemed accepted. The City Manager's decision shall be served by first class mail, postage pre paid, upon the fire personnel as well as his or her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the fire personnel that the time within which judicial review of the City Manager's decision may be sought is governed by Code of Civil Procedure § 1094.5. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code Section 11517(c)(2) A through E.~~

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

~~This MOU is prepared pursuant to the requirements of Government Code § 3505.1 for presentation to the City Council for its approval.~~

This Memorandum is signed on this _____ day of _____, 20096.

City of Beverly Hills
Representatives

Beverly Hills Firemen's
Association

~~(otme004firefinal2005(2)1)2008 -2011 Firemen's Association MOU~~

~~05098-doc-REDLINED 11-11-08~~

~~DOCSLA- 304242-v1-Fire Proposal 4[1] Redline 02-18-09~~

EXHIBIT A – LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

Firefighter

Fire Engineer

Fire Captain

Fire Battalion Chief

BEVERLY HILLS FIREMEN'S ASSOCIATION
MEMORANDUM OF UNDERSTANDING
Will be changed after the MOU is finalized

Integration 1	
Term	1
1. SALARIES	2
2. APPOINTMENT AND ADVANCEMENT	2
3. BONUSES	5
4. RECLASSIFICATION, PROMOTION & Y-RATING	7
5. MEDICAL INSURANCE	7
6. OPTICAL INSURANCE	9
7. LIFE INSURANCE	9
8. DEFERRED COMPENSATION	9
9. HOLIDAYS	10
10. VACATION	11
11. SICK LEAVE	12
12. ADMINISTRATIVE LEAVE	12
13. BEREAVEMENT LEAVE	13
14. WITNESS LEAVE	13
15. PROFESSIONAL DEVELOPMENT PROGRAM	14
16. LEAVE WITHOUT PAY	15
17. UNIFORM ALLOWANCE	15
18. OVERTIME	15
19. FLEXIBLE BENEFITS	16
20. RETIREMENT	17
21. WORK WEEK	18
22. CONSTANT STAFFING	18
23. JURY DUTY	19
24. PARAMEDIC TRAINING	19
25. ASSOCIATION TIME	19
26. CAR POLICY	20
27. TRANSFER RIGHTS	20
28. MANAGEMENT RIGHTS	20
29. EMPLOYEE RIGHTS	21
30. COST CUTTING MEASURES	21
31. PAYROLL AUDIT	21
32. SEPARATION FROM CITY SERVICE	21

Attachment 2

Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEVERLY HILLS AND
THE BEVERLY HILLS FIREMEN'S ASSOCIATION

WHEREAS, the Beverly Hills Firemen's Association, (hereinafter "Association") a formally recognized employee organization, representing all nonexecutive sworn safety fire personnel (hereinafter "Fire Personnel"), and duly authorized representatives of the management of the City of Beverly Hills, have met and conferred in good faith freely exchanging information, opinions and proposals, and have reached the following understanding on matters within the scope of representation. A list of all classifications represented by the Association is attached to this Memorandum of Understanding as Exhibit A.

Now, therefore, the parties agree and mutually recommend to the City Council of the City of Beverly Hills 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.

This MOU 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 Fire Personnel (the "Plan") which are referred to herein shall be modified as set forth herein.

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective beginning October 4, 2008 and shall expire on October 5, 2011.

1. SALARIES

The ranks of Firefighter, Fire Engineer, Fire Captain and Fire Battalion Chief shall each be separated from the top step of one classification to the top step of the higher classification by 17.7% respectively (equal to six 2.75% increments compounded).

The Compensation Matrix, a copy of which is attached hereto as Exhibit "B", outlines the base salary steps for each classification. Each salary step differential shall be the equivalent of two 2.75% increments compounded.

Any increase in base pay for all classifications will be achieved by applying the same percentage of pay increase to the bottom step of each classification.

First Year – October 1, 2008 – September 25, 2009: Fire personnel will not receive a base salary increase.

Second Year – September 26, 2009 – September 24, 2010: Effective September 26, 2009, fire personnel may receive a base salary increase which would be a percentage of their existing base salaries which will result in the total compensation, as later defined, of employees at top step in the classification of Firefighter being exactly one percent (1%) above the total compensation paid to employees in the classification of Firefighter in the survey agency, as defined below, which pays the highest total compensation. For purposes of calculating this formula, the base salary of the top step Firefighter will first be increased by 1.5%. No other element of total compensation shall be increased by 1.5% or any other amount for purposes of calculating this formula.

Third Year – September 25, 2010 – October 5, 2011: Effective September 25, 2010, fire personnel may receive a base salary increase which would be a percentage of their existing base salaries which will result in the total compensation, as later defined, of employees at top step in the classification of Firefighter being exactly one percent (1%) above the total compensation paid to the classification of Firefighter in the survey agency, as defined below, which pays the highest total compensation. For purposes of calculating this formula, the base salary of the top step Firefighter will first be increased by 1.5%. No other element of total compensation shall be increased by 1.5%.

After the above calculations are made, a determination will be made as to whether the fire personnel will receive a base salary increase.

In each year, a base salary increase will be provided to fire personnel unless the total compensation at the rank of Firefighter is one percent or higher than that provided to the rank of Firefighter in the highest survey agency (based upon the agreed upon formula of total compensation described below). In that event, the base salaries of fire personnel shall be reduced by 1.5%.

The following examples show how the formula will be calculated:

1. Salary Increase: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$11,900.00. 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20. In this example, assume that the top step base salary for a Firefighter is \$7,287.47. The City would add \$109.31 (1.5% of that base salary) to \$11,900.00 for a total of \$12,009.31. The top step base salary would be increased by an appropriate percentage that would cause the total compensation to equal \$12,241.20. All other fire personnel would receive a like percentage salary increase.

2. 1.5% Salary Reduction: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$12,400.00. 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20. In this example, assume that the top step base salary for a Firefighter is \$7,287.47. Since the City of Beverly Hills' total compensation is more than 1% above the highest survey agency, there will be 1.5% base salary reduction equal to \$109.31. In this example, the net result in total compensation will be \$12,400.00 – \$109.31 = \$12,290.69. Even though this is more than 1% above the highest survey agency, base salaries will not be additionally reduced.

3. Example where City and highest survey agency have the same total compensation: Assume that the highest survey agency's total compensation is \$12,120.00 and the City of Beverly Hills' total compensation is \$12,120.00. 1% percent of \$12,120.00 = \$121.20. Thus, one percent above the highest survey agency is \$12,241.20. In this example, assume that the top step base salary for a Firefighter is \$7,287.47. The City would add \$109.31 (1.5% of the base salary) to \$12,120.00 for a total of \$12,229.31. Since this amount is \$11.89 below 1% higher than the highest survey agency, in total compensation, the top step Firefighter base salary will be increased by an amount necessary to cause the total compensation of the Firefighter to be increased by \$11.89. All other fire personnel shall receive the same percentage salary increase.

Total Compensation Formula: The total compensation formula agreed to between the City and the Association is very important because the parties agree that it will determine the base salaries of fire personnel effective September 26, 2009 and September 25, 2010 and anticipate that it will be the benchmark for future agreements. As such, agreeing on a formula to measure total compensation is relevant not only within the term of this but will be useful for the parties in measuring total compensation of fire personnel in future MOUs where one percent (1%) above total compensation is the benchmark which the City will strive to achieve.

In calculating the elements of total compensation set forth below, the parties agree that the possible survey agencies will be fire agencies (which may include municipal fire agencies such as City and County departments, fire districts or fire authorities) within Los Angeles and Orange Counties. Private companies, airport or similar fire agencies shall not be included as possible survey agencies. In addition, fire agencies with less than 15 total sworn firefighting employees shall not be included as possible survey agencies.

By October 1, 2009 (for the second year survey) and by October 1, 2010 (for the third year survey), the Association may provide the City with the names of up to four fire survey agencies (as described in the previous paragraph) for which it wants the City to ascertain the total compensation paid to employees at the rank of Firefighter at top step. After the survey agencies are chosen by the Association, the total compensation survey will be conducted by all parties during the period between October 1, 2009 and December 31, 2009 (for the second year survey) and between October 1, 2010 and December 31, 2010 (for the third year survey) to determine the

highest total compensation paid to comparable classifications among the surveyed agencies as of September 26, 2009 (for the second year) and September 25, 2010 (for the third year). Although both the Association and the City may conduct their own surveys, the parties agree that the goal of the surveys is to agree on the total compensation information. If any of the chosen survey agencies is still engaged in collective bargaining negotiations as of December 31, 2009 or 2010, its total compensation elements will be valued as of September 26, 2009 or September 25, 2010. If any of the chosen survey agencies has concluded negotiations between September 26, and December 31, 2009 or September 25, 2010 and December 31, 2010 with a collective bargaining agreement that has been approved by the governing body on or before December 31, 2009 or 2010 that provides for compensation increases retroactive to September 26, 2009 or September 25, 2010 or an earlier date, its total compensation elements will be valued as of September 26, 2009 or September 25, 2010. Any resulting salary increase (if applicable) will be retroactive to September 26, 2009 or September 25, 2010.

The parties agree that total compensation for fire personnel will include the following elements:

1. Monthly Base Salary – Top Step or top of the salary range (without bonuses) for Firefighter
2. The value of employer-paid retirement contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employer's retirement contribution rate. (For Beverly Hills the employer's retirement contribution rate is 23.169% of pensionable income effective September 30, 2008, subject to change each year based upon an actuarial study). The "PERS on PERS" benefit provided for in the Retirement Article below will be factored in the City's retirement contribution rate as part of the formula.
3. The value of employer-paid member contributions. This component will be ascertained by multiplying all pensionable income, including the value of the employer-paid member contributions, by the employee's retirement contribution rate paid by the employer. (For Beverly Hills, it is 9% of pensionable income).
4. Cafeteria Plan Contribution and/or City Paid Health Insurance: For employers with cafeteria plans which cover health, dental and/or optical/vision, the amount used for the survey is the maximum amount provided to employees at the rank of Firefighter. In calculating this amount for agencies that have separate medical, dental and/or vision benefits (or cafeteria plans that do not include all of these benefits) the amount will be the dollar amount of the maximum plans provided to employees at the rank of Firefighter for each of those separate benefits.
5. Uniform Allowance: This will be determined by taking the total maximum monthly amount the employer pays for uniform allowance.

6. Life Insurance: Maximum Employer contribution to Life Insurance valued at 21 cents per \$1,000 of coverage.
7. Deferred Compensation: This will be determined by taking the monthly maximum amount the employer pays for deferred compensation for employees at the rank of Firefighter, including matching contributions.
8. Vacation: This will be determined by taking the maximum monthly vacation accrual for a ten year and one day employee at the rank of Firefighter and multiplying that number by the hourly base salary amount for a top step Firefighter.
9. Holiday Pay: This will be determined by taking the maximum hours paid per month in holiday pay for an employee at the rank of Firefighter and multiplying that number by the hourly base salary amount for a top step Firefighter.
10. Extra Pay Per Month Available to Firefighters: This will be determined by adding the following extra pays to the formula:
 - a. E.M.T. Bonus;
 - b. USAR Bonus;
 - c. Haz Mat Bonus;
 - d. Education Bonus;
 - e. Longevity Pay up to a maximum of what is provided to a 10 year and one day Firefighter;
 - f. Bilingual and Foreign Language Bonus or Pay; and
 - g. Other Performance or Achievement bonuses.

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 at the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

1. Probationary Employment

Unless otherwise provided, every probationary employee shall receive a salary step increase to Step II upon satisfactory completion of the first six months of service. Thereafter, the employee's anniversary date for salary increases (to move to the next step) shall be adjusted such that increases shall be provided after the employee satisfactorily completes one year of service after his/her previous step increase.

2. Appointment and Advancement

The probationary period for new and promoted fire employees shall be one year from the date upon which they start the mandatory vestibule training or from the date of promotion. This probationary period applies to newly hired and laterally transferred recruit Firefighters. This one year probationary period is in addition to any time spent by recruit Firefighters attending an off-site recruit academy.

3. Any probationary period may be extended at the direction of the Fire Chief.

4. 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:

- 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 or her anniversary date.
- b. Such an increase is recommended by the employee's supervisor and the Fire Chief or designee and is approved by the Assistant Director of Administrative Services/Human Resources.

B. Employment At Other Than The First Step

Every appointment 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 individual 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. Filling Position out of Classification

Filling Position out of Classification (F.P.O.C.) is defined as a temporary assignment of any duration to a superior classification for which an employee is qualified, but has yet to achieve a permanent promotion.

F.P.O.C. compensation shall be paid at the first step of the salary schedule attendant to the superior classification. In the event the first step of that salary range is less than 5.5% above the current level of pay for the affected employee, he or she shall be compensated at a higher step of that salary range which is at least 5.5% above the current level of pay.

D. Effective Date Of Increase

Approved salary step increases shall be effective on the first day of the pay period that begins after the qualifying date described above in subsection A of this Article.

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

E. Superior-Subordinate Relationships

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

In such a relationship, the superior shall be paid a monthly salary rate above his or her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his or her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his or her highest paid subordinate. At any time the superior's base salary (excluding this salary adjustment) exceeds the base salary of his or her subordinates, the salary adjustment granted to him/her by this section shall be eliminated.

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

3. BONUSES

No special salary adjustments authorized by this Article shall become effective until an official personnel transaction form authorizing the adjustment is approved by the Assistant Director of Administrative Services/Human Resources. Educational bonuses will be treated as part of base pay for overtime, termination payoffs or any other purposes, except as required by FLSA or by this agreement. Assignment bonuses will be considered part of base pay for calculation of overtime and termination payoffs. Educational bonuses and Assignment bonuses shall be reported to CalPERS as compensation earnable (i.e., pensionable income) if permitted by the Public Employees' Retirement Law.

Educational and assignment bonuses are 2.75% increments that are calculated by compounding each additional 2.75% increment onto the salary created by any prior consecutive 2.75% increase(s). All new and existing bonuses shall be calculated using this established compounding method. This compounding method is used for the formulation of The Compensation Matrix.

A. Education Bonuses

1. Fire Service Training Program

Any Firefighter or Fire Engineer certified by the State Fire Marshal's Office as a Firefighter II, shall receive a 2.75% bonus. Said bonus shall become effective on the first day of the payroll period following the date of certification.

Any Firefighter or Fire Engineer certified by the State Fire Marshal's Office as a Fire Officer, shall receive a 2.75% bonus. Said bonus shall become effective on the first day of the payroll period following the date of certification.

Any Fire Captain or Fire Battalion Chief certified by the State Fire Marshal's Office as a Fire Officer, shall receive a 2.75% bonus. Said bonus shall become effective on the first day of the payroll period following the date of certification.

Any Fire Captain or Fire Battalion Chief who completes the State Fire Marshal's Office course as a Chief Officer and at least 36 hours each fiscal year of educational training in Fire Administration, Public Administration, Fire Management or related field shall receive a 2.75% bonus on the first day of the payroll period following the date of completion of the course. The educational training can include job related courses such as seminars and will have to be maintained to qualify the individual for the bonus each fiscal year.

Prior approval for this educational training shall be granted by the Fire Chief.

No employee shall receive more than 5.5% in bonuses for Fire Service training.

2. E.M.T.I. Certification

Fire personnel, other than Paramedics, certified as an E.M.T.I., shall receive a bonus of 5.5%.

3. Urban Search and Rescue (USAR)

Fire personnel who complete the prescribed department-training shall receive a USAR bonus of 2.75%.

B. Assignment Bonuses

1. Tillerman

Any Firefighter assigned as Tillerman shall receive a \$20.00 per month bonus.

2. Fire Mechanic

Any Firefighter assigned as a Fire Mechanic shall receive a bonus of 5.5%.

3. Paramedic Bonus

Fire personnel shall receive a bonus of 19.25% while regularly assigned as a paramedic, not to exceed 21 such personnel. Additional certified fire paramedical crew members shall receive said bonus for days when actually assigned to paramedical duty, though not regularly so assigned. Paramedics shall be EMT instructors for fire personnel in the Beverly Hills Fire Department.

4. Administrative Assignment

Fire personnel, when removed from fire suppression duties and assigned to an administrative assignment by the Fire Chief, including but not limited to the Fire Prevention Inspector, Training Officer, Fire Administrative Battalion Chief and Fire Marshal, shall receive a bonus of 16.5%. In addition, the leave accounts of fire personnel assigned to an administrative assignment shall be divided by 1.4 at the time of the assignment and valued at the hourly salary rate of the administrative assignment. Any such employee who has been allocated a City-owned take home vehicle by the Fire Chief shall only receive a bonus of 11%.

4. RECLASSIFICATION, PROMOTION & Y-RATING

A. Reclassification

When a position in this bargaining unit is reclassified upward, the employee in the position may be appointed to the reclassified position, providing that:

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

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

B. Y Rating

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

C. Compensation After Promotion or Upward Reclassification

An employee who is promoted or who is in a position which is reclassified upward shall be appointed to the first step of the salary schedule of the new classification unless the salary attendant to that step is not at least 5.5% higher than his or her salary prior to the promotion, as defined below, in which case the employee shall be promoted to the next highest salary step that produces at least a 5.5% increase in salary, as hereafter defined. Assignment bonuses shall be calculated as part of base salary for the purpose of establishing the initial salary step of a newly promoted employee. Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

5. MEDICAL INSURANCE

A. Medical Insurance

The City contracts with the Public Employees’ Retirement System for medical insurance. Insurance coverage is effective the first day of the month following the 30 day waiting period.

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 yet still undetermined for 2010 and 2011) on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant.

In addition to the PERS statutory minimum, the City shall make contributions to a flexible benefits plan as follows:

1. For current employees, the City shall contribute the difference between the PERS Statutory minimum and the actual premium selected by the employee up to the premium for the employee plus family category of the PORAC medical insurance plan. Employees selecting coverage which would cost more than the employee plus family PORAC medical insurance shall bear the full cost of the difference.
2. For Fire Battalion Chiefs who retire (service retirement only) after July 1, 1980, but before the effective date of this agreement, and who have over 15 years of active service with the City, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PERS Care Plan under PERS medical, through age 65.

3. For Firefighters, Fire Engineers and Fire Captains who retire (service retirement only) after July 1, 1980, but before the effective date of this agreement, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PERS Care Plan under PERS medical, up to age 65.
4. For Fire Battalion Chiefs who retire (service retirement only) after the effective date of this MOU and who have over 15 years of active service in the City, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under the PERS medical, through age 65.
5. For Firefighters, Fire Engineers and Fire Captains who retire after the effective date of this MOU, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under PERS medical, up to age 65.

Retired fire personnel who receive(d) a disability retirement on or after July 1, 1981, will be eligible for the PERS health plan (subject to the eligibility requirements of the plan) if said employee would have received a service retirement equaling 50 percent or greater.

Under such plans the City shall pay its contribution for fire personnel and dependents, if any, for hospital and medical benefits during the continuous period of an employee's absence up to a maximum accumulated time of one year, when such absence is caused by an injury on duty.

B. Health and Welfare Benefits Effective January 1, 2010

The City shall continue to contract 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 continue to 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 Internal Revenue Code § 125: medical, dental, and optical. As such, Article 6 (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.

Effective January 1, 2010, each month the City will contribute to the cafeteria plan an amount which will equal the total of the monthly premiums for the employee plus family category of the PORAC medical insurance plan, the employee plus family category of the Guardian dental plan and employee plus family category of the optical VSP 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 the premiums in any or all of the above plans.

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.

(1) Medical Insurance

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

HMO Plans

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

PPO Plans

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

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 category, employee + 1 category or employee + family category, except that, an employee may 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 participating in the employee category, the employee + 1 category or the employee + family category. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source in order to make that choice.

(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 participating in the employee category, the employee + 1 category or the employee + family category. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source in order to make that choice.

c. Employee Contributions for Benefit Options

If an employee chooses optional benefits whose aggregate cost exceeds the total City contribution 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 one or more 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. Any such employee shall be eligible to receive in cash the difference between the City's monthly cafeteria plan contribution and the total of the premiums selected by the employees, not to exceed \$475, as cash wages as long as he/she has not reached the cafeteria plan maximum amount with his/her purchases.

The parties agree that the maximum cash provided by B(1)(d)(1) and B(1)(d)(2) shall be increased to an amount equal to the maximum cash back provided for any of the City's other bargaining units for these purposes except those bargaining units represented by the Management and Professional Association and the Police Management Association. This exception also applies to Executive Management employees who are not in a bargaining unit but who may receive such a cash option as well.

As an example, (under B(1)(d)(1) above) assume that the City's monthly cafeteria plan contribution is \$1,298.00. If an employee opts out of dental insurance and purchases medical and optical insurance with premiums which add up to \$1,005.00, he/she would receive \$100.00 for opting out of dental insurance. However, if the premiums added up to \$1,287.00 (and the maximum amount was

\$1,298.00) 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 B(1)(d)(2) above) if an employee purchases \$1,155.00 worth of optional benefits per month including medical insurance, (and the maximum amount was \$1,298.00) he/she will receive \$143.00 per month in cash. However, if that employee only purchased \$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. Any amount allocated but not used within the prescribed time limits shall be forfeited.

2. 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. Employees cannot allocate cash contributions made to the cafeteria plan to pay the premiums for this supplemental term life insurance. However, they may, on a post-tax basis, allocate any cash back they receive from the cafeteria plan for that purpose. It must be a deduction from their paycheck.
3. Deferred Compensation. Any cash that an employee may receive through the cafeteria plan may not be deferred to the employee's accounts under the City's deferred compensation plans. The employee may, however, be able to elect to increase his/her deferrals to the City's deferred compensation plans from his/her regular wages.

6. OPTICAL INSURANCE

Until January 1, 2010, and subject to the provisions of Article 5 B, the City shall provide an optical insurance plan to fire personnel. The City shall select the plan and will pay 100% of the applicable premium.

7. LIFE INSURANCE

Fire personnel shall be entitled to a \$100,000 City paid term life insurance policy. Each such employee shall have the option to purchase additional life insurance at the City's unit cost, if available. The premium for such policy shall be paid for by the City under the life insurance program of its choosing.

8. DEFERRED COMPENSATION

A. City Contribution

The City shall provide a contribution to deferred compensation in the amount of \$30.00 per month per employee.

B. Conversion of Sick Leave to Deferred Compensation

Employees may choose to 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:

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

9. HOLIDAYS

A. Holidays

All fire personnel shall be entitled to the following paid holidays if the employee worked the regularly assigned work period the day before and the day after the holiday, or was absent on authorized paid leave during said period:

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

Fire suppression personnel working a 24 hour shift shall be allowed 1/2 shift off for each holiday for a total of 120 hours a year. Shift personnel shall receive payment, each July for those holiday hours not used during the preceding fiscal year.

B. Personal Holiday

Fire suppression employees shall be entitled to one (12 hour) paid personal holiday each fiscal year. Fire employees assigned to a 9/80 or 4/10 work schedule shall be entitled to one paid personal holiday (equaling the number of hours of their regularly scheduled work day) each fiscal year. Said personal holiday may be taken at the employee's discretion subject to his or her supervisor's and Fire Chief or designee's approval. The employee shall request the holiday in writing. This holiday shall be administered in the same manner as all other holidays. Personal holidays cannot be carried over to another fiscal year.

10. VACATION

A. Authorization For Taking Vacation

Upon completion of probation and approval of the Fire Chief or designee, employees may take accumulated vacation leave. However, if a bargaining unit member is promoted to another position within the unit, he/she may take vacation without having to wait until the end of the probationary period in the promoted into position.

An employee entitled to vacation shall make written application therefor in the manner and within the time directed by the Fire Chief or designee. The Fire Chief or designee shall establish a vacation schedule for each calendar year based as much as possible upon employee requests

and seniority of the employees concerned and subject to the Fire Chief’s right to plan work under his control. Once vacation is approved it cannot be rescinded because an employee with more seniority requests vacation during the same time period. The Fire Chief or designee shall notify employees within a reasonable time whether their application is approved.

B. Vacation Accumulation

Vacation credit shall accrue biweekly to employees at the following rates:

FIRST 4 YEARS <u>OF SERVICE</u>	AFTER 4 YEARS THROUGH 14 YEARS <u>OF SERVICE</u>	AFTER 14 YEARS <u>OF SERVICE</u>
5.52 Hours Biweekly	8.28 Hours Biweekly	11.03 Hours Biweekly
6 shifts/yr 144 hrs/yr	9 shifts/yr 216 hrs/yr	12 shifts/yr 288 hrs/yr

The above number of hours for vacation accumulation are divided by 1.4 for fire personnel assigned to an administrative assignment.

Fire Personnel with more than four but not more than fourteen years of service who are assigned to a 56 hour work schedule may not accumulate more than 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation. Employees with 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation on the books will not continue to accrue vacation until their balance falls below 432 hours (308.57 hours for employees assigned to a 40 hour work schedule).

Fire Personnel with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) may accumulate annual vacation which will result in their balance being above 432 hours (308.57 hours for employees assigned to a 40 hour work schedule). However, if at the end of any calendar year the vacation accumulation is above 432 hours (308.57 hours for employees assigned to a 40 hour work schedule), they will not continue to accrue vacation until the balance falls below 432 hours (308.57 hours for employees assigned to a 40 hour work schedule), whereupon they will then continue to accrue vacation during that calendar year.

C. Conversion

In the event an employee is transferred between a suppression assignment (56 hour work week) and a non-suppression assignment (40 hour work week), accumulated vacation hours as well as prospective accumulation shall be converted, using a factor of 1.4 to maintain equivalent monetary value of said leave time. As such, the employee’s vacation hours will be divided by

1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

D. Vacation Use And Payoff

Upon an employee's request he may receive cash payment for up to six shifts vacation accumulated but not taken (60 hours for fire personnel assigned to an administrative assignment and 144 hours if assigned to a suppression assignment) during the calendar year.

Employees shall make every effort to take at least six shifts of accrued vacation each year and shall be allowed to take earned vacation leave singularly or collectively subject to manpower availability consistent with the provisions noted above. Fire employees shall receive the vacation payoff in January of each year.

11. SICK LEAVE

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

- A. Accrual. Fire personnel assigned to an average of a 56 hour week (suppression personnel) shall accrue sick leave at the rate of 5.52 hours for each complete biweekly period of employment. Fire personnel assigned to an administrative assignment shall accrue sick leave at the rate of 3.94 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued sick leave and vacation.
- B. New Employees. With the exception of employees who change positions within the unit by promotion or for some other reason, sick leave may not be used by any new employee until he/she has completed six (6) months of employment with the City.
- C. Illness of Employee. Accumulated sick leave may be used by an employee during any period of illness of the employee. In addition, an employee may use one half of one year's annual accrued sick leave for the sickness of a child, parent, spouse or domestic partner.
- D. Conversion. In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated sick hours as well as prospective accumulation shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such, the employee's sick leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

12. ADMINISTRATIVE LEAVE

Fire Battalion Chiefs shall be granted Administrative Leave. Administrative Leave will be granted at the discretion of the Appointing Authority, and in recognition of overtime worked, merit, needs of the employee and noting the needs of the Department and the necessity of having management personnel available for the effective functioning of the Department.

Fire Battalion Chiefs working a 24 hour shift shall receive Administrative Leave of 192 hours per fiscal year. Fire Battalion Chiefs working an administrative assignment shall receive Administrative Leave of 137.14 hours per fiscal year. Administrative Leave in excess of 192 hours (or 137.14 hours for personnel assigned to an administrative assignment) may be granted with the recommendation of the Fire Chief or designee and the approval of the City Manager.

Administrative Leave is not cumulative from one fiscal year to the next. However, at the end of each fiscal year, upon employee request, the employee will receive cash payment for up to 96 hours of Administrative Leave earned but not taken as time off during the fiscal year. If, after cashing out up to 96 hours of Administrative Leave an employee still has Administrative Leave on the books, for the following calendar year, he/she will only accrue (during each pay period) that amount of Administrative Leave which (when added to the carried over Administrative Leave from the prior calendar year) will result in the employee having 192 hours of leave available in the calendar year. For example, if an employee has 120 hours of Administrative Leave at the end of the year and cashes out 96 of those hours, in the following calendar year, he/she will accrue 168 hours of Administrative Leave. This is so, notwithstanding that he/she may use his or her annual allotment of such leave at any time during the year.

In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated Administrative Leave hours shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such an employee's administrative leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

13. BEREAVEMENT LEAVE

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

Forty eight (48) hours of bereavement leave for fire personnel assigned to a 56 hour work week, and thirty two (32) hours for fire personnel assigned to a 40 hour work week may be used in the event of the death of a family member, herein defined as a spouse, parent, brother, sister, child, grandparent, grandchild, in-law or registered domestic partner of the employee. Fire Personnel may not use bereavement leave more than twice per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the Fire Chief and the Assistant Director of Administrative Services/Human Resources. In the event the emergency required the presence of the employee, he/she could not prospectively make a request, subsequent approval must still be obtained in writing.

14. WITNESS LEAVE/JURY DUTY

A. Witness Leave

Fire personnel 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 are 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) and (c) 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.

B. Leave For Jury Duty

The current practice of not requiring fire personnel to return to work during their term of jury duty shall be maintained, and said persons shall not be subject to callbacks except in the case of a declared emergency.

All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the City. This Article is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

Fire personnel who receive a jury summons shall be on paid leave for the day of the summons. In the event the employee's county of residence requires the individual to call the courthouse to verify a reporting time each evening, he or she shall receive paid leave for each day preceding the possible day he or she is required to report. The exception to this rule shall be that when an individual calls on Friday and is informed he or she is not being required to report on Monday, he or she will not receive paid leave on that Sunday and will be required to report to work if scheduled.

In the event an employee is required to report on the first day of a scheduled segment and subsequently released, it is the responsibility of the employee to notify the hiring Captain, or dispatch if unable to reach the hiring Captain, that he or she has been released from jury duty and will report to work on his or her next scheduled regular shift. The employee that is scheduled to work in place of the employee that was required to serve jury duty will be notified as early as reasonably possible that he or she is no longer required to report to work on that day.

15. FIRE BATTALION CHIEF PROFESSIONAL DEVELOPMENT PROGRAM

A City-paid professional development leave of absence (sabbatical leave) program (available to Fire Battalion Chiefs) shall be established with the following privileges and restrictions.

The granting of sabbatical leaves shall be at the discretion of the City Manager.

A. Approval Of Requests For Sabbatical Leave Shall Be Based On The Following Criteria:

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

- a. Sabbatical leaves may allow up to Five Hundred Dollars (\$500.00) for expenses.

Sabbatical leaves shall be restricted to one (1) leave, up to ninety calendar days, for each Fire Battalion Chief each five (5) years, with not more than one Battalion Chief participating in any one (1) year.

- b. Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing his or her activities prior to final approval of such programs.
- c. Typical Sabbatical Leave Programs might include internships, on-loan executive programs, educational programs, travel study programs, or authorship sabbaticals.

16. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the Fire Chief or designee and shall be used only if all appropriate accrued leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits, except as required by law. Employees will receive a COBRA notice to pay for health insurance if they wish while on such leave.

17. UNIFORM ALLOWANCE

Employees shall receive an annual clothing repair and replacement allowance of \$600 per calendar year after two years of service.

Fire Battalion Chiefs shall receive an annual uniform allowance of \$600.00.

18. HOURS OF WORK/WORK PERIOD AND OVERTIME

Fire suppression personnel shall work approximately 122 shifts per year. Sworn fire personnel assigned to a 40 hour work week, except the Fire Administrative Battalion Chief, shall be assigned to a 4/10 work schedule; said schedule shall be flexible to accommodate the needs of the department relative to training. The City has adopted the 24-day FLSA work period in accordance with Section 7(k) of the FLSA. Each of the three platoon shifts will be scheduled to work eight 24-hour shifts during the 24 day work period. Although employees in the unit are scheduled either a 24 hour suppression shift or a 10 hour administrative shift, all employees in the unit are subject to the 24 day FLSA work period in accordance with Section 207(k) of the FLSA.

Fire personnel shall be paid overtime in the following manner and as specified in the Fire Department Personnel Manual:

Employees assigned to a 24 hour suppression shift shall be entitled to premium overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of the duration of their daily work shift and/or in excess of 182 hours in a 24 day work period, except that they shall earn overtime for the hours between 182 and 192 at the rate of one-half times their regular rate of pay. In that regard, during each pay period, pay for an additional 2.93 hours at the straight time regular rate of pay shall be provided to each such employee.

Employees assigned to a forty hour workweek shall be entitled to premium overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of the duration of their regularly scheduled daily work shift or in excess of forty hours in a seven calendar day period.

Employees will have the choice of receiving the overtime compensation in pay or compensatory time off subject to the limitations set forth below.

1. Hours devoted to departmental training, industrial injury, Association leave, jury leave, holiday leave, vacation leave, sick leave, bereavement leave, subpoena/witness leave for issues involving personal matters and compensatory time or subpoena/witness leave for non-personal matters, etc. will be regarded as hours worked for purposes of determining eligibility for overtime compensation.

Light Duty is not considered leave but a re-assignment, therefore, is considered hours worked for purposes of computing overtime.

At the end of each pay period occurring during a 24 day work period, a determination will be made as to how many hours should be paid at the time and one half rate. As described above, during each pay period, pay for an additional 2.93 hours at the straight time regular rate of pay shall be provided to each fire suppression employee.

2. Emergency Recall. Off duty Fire personnel who are recalled to duty on an emergency basis shall be entitled to receive compensation for a minimum of four (4) hours at time and one half overtime.
3. Off duty Fire personnel who volunteer for special details outlined in City Ordinance No. 2-4.230 shall be entitled to receive compensation for a minimum of four (4) hours at time and one half overtime.
4. Overtime for employees assigned to an administrative assignment (e.g. administrative Fire Captains and Fire Battalion Chiefs) shall be paid at their 40 hour hourly rate. However, if such employees perform suppression duties, they shall be paid overtime at the 56 hour rate
5. Special details, including parties, film assignments, special events, and any event requiring Fire personnel which is permitted through the City and paid for by a third party, shall be compensated at a rate equal to one and one-half times the 40 hour hourly regular rate of pay for the applicable classification.
6. Compensatory Time

When an employee works overtime, he/she shall have the choice as to whether to receive cash at time and one half or to accumulate compensatory time at the rate of 1.5 hours for each hour of overtime worked.

An employee requesting to use accumulated compensatory time off may do so by providing reasonable notice. Such request will not be denied unless it would be unduly disruptive to the Department to grant it.

An employee may accumulate up to 480 hours of compensatory time. Employees may cash out accumulated compensatory time at their current regular rate of pay (excluding any temporary bonuses they are receiving at the time they cash out) after the first pay period of July, but before July 31st, of each fiscal year. A maximum of 144 hours of compensatory time may be carried over into the next fiscal year at the employee's option. This option must be exercised prior to a date during June of the existing fiscal year to be chosen by the Fire Chief or his designee.

19. FLEXIBLE BENEFITS

Through the end of calendar year 2009, Fire Personnel shall be eligible for a flexible benefit program. The City shall provide for \$1,500 per fiscal year for non-management and \$2,500 for fiscal year for management employees, for the purpose of compensating employees for unreimbursed medical related expenses. The funds are available for use to compensate employees for an annual physical and unreimbursed medical, dental or optical costs.

Effective January 1, 2010, the City shall provide up to \$1,000.00 per fiscal year for Fire Battalion Chiefs to compensate them for unreimbursed medical related expenses. Such expenses include unreimbursed costs for an annual physical as well as unreimbursed medical, dental or optical costs. To receive the benefits of this Article, Fire Battalion Chiefs must provide a receipt demonstrating that they have incurred a unreimbursed medical expense.

All requests for reimbursement shall be submitted to the Human Resources Office on a quarterly basis. At the end of each fiscal year, any funds (of the dollar amounts described above) which a Fire Battalion Chief has not used will be paid to the Battalion Chief as wages on a separate check.

20. RETIREMENT

A. Retirement (PERS %)

The City is in CalPERS and contracts with CalPERS to provide retirement benefits. The City shall pay an amount equal to nine percent (9%) of the employee's pensionable income (the required employee's contribution) to CalPERS on behalf of each employee.

B. Survivor's Continuance

The City's contract with the Public Employees Retirement System provides for the Survivor's Continuance for fire personnel.

C. 3% at 50 Formula

The City's contract with CalPERS provides for the 3% @ 50 formula set forth in California Government Code section 21362.2 for all fire personnel.

D. Single Highest Year.

The City's contract with the CalPERS provides the "Single Highest Year" compensation period retirement benefit for fire personnel pursuant to Government Code section 20042 Retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.

E. 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 program, including any cost burden on the City, shall be borne by those fire personnel taking advantage of this buy back option.

F. 1959 Survivor's Benefit

The City's contract with CalPERS provides level 4 coverage under the 1959 Survivor's benefit per Government Code 21574.

G. PERS Benefit Provided by Government Code Section 20636(c)(4)

Effective September 26, 2009, pursuant to Government Code section 20636(c)(4), the City shall report to CalPERS as compensation earnable the monetary value of contributions paid by the City on behalf of each employee (as described in subparagraph A1 above and known as "employer-paid member contribution") (EPMC) covered by this MOU. For purposes of this agreement this "Pay and Report of EPMC" benefit shall be known as "PERS on PERS".

21. CONSTANT STAFFING

There shall be at least 25 Fire Personnel on duty per shift of which six (6) shall be Paramedics. The Association and the City agree that the Constant Staffing program of a 25 persons per shift maximum and minimum staffing level shall be maintained except that the City, in anticipation of vacancies, may hire 3 additional fire personnel to fill anticipated vacancies for a period not to exceed four months prior to such vacancy actually occurring unless such time limit is specifically waived by the Association.

Personnel called back will be selected from a rotation assignment list for each classification maintained by the Chief, names on said rotation lists may be substituted. Every member whose name stands at the top of any rotation or force hire list shall be responsible for reporting for duty on call or securing a substitute in the same manner as for regular platoon duty.

22. PARAMEDIC TRAINING

Paramedic personnel shall meet all qualifications for certification as set forth by the State of California and/or Los Angeles County Health Services. These include, but are not limited to, continuing education and successful passing of re-certification exams.

Paramedic personnel shall make every effort to obtain required continuing education training during on-duty hours. Attendance at continuing education sessions not obtainable during on-duty hours, as well as medical consultations, depositions, or briefings, which may occur during off-duty hours and result from a duty assignment, shall be compensated at time and one half at the appropriate rate of pay.

All transportation expenses incurred off duty to attend said programs shall be compensated by the City at the current mileage rate as stated in the Administrative Regulations for actual miles traveled.

23. ASSOCIATION TIME

Association Board members or designees, subject to the approval of the Fire Chief or his/her designee, shall be allowed 692 hours per calendar year for the purpose of conducting Association business, which would include conferences, training, events etc. This will be known as Association Leave (A/L). Association Leave must be submitted to the Hiring Captain by the President of the Association or his or her designee. Such time must be reasonably related to each Board member or designee's participation in the Association. The Association board members, or designees, are required to track their time used for association business and submit it to the Fire Chief upon request.

The allowable hours shall be in addition to time used to address or attend to any Association/Department related business, including, but not limited to, contract negotiations, policy changes, constant staffing issues, representing employees in disciplinary matters. member representation, general meetings, and Department related issues or events, all of which time shall be provided without any loss of compensation.

24. CAR POLICY

The City shall make available two vehicles for use by fire personnel when transportation to a training site requiring an overnight stay is needed.

Individuals will pick up the vehicles at Headquarters Fire Station. Drivers of the vehicle will have to sign a statement acknowledging that the use of the City vehicle will be for commuting purposes and reasonable travel associated with the training and that the use of alcoholic beverages is prohibited while using the vehicle.

Employees driving into the City to pick up the vehicle will not be paid mileage.

25. TRANSFER RIGHTS

Employees shall be permitted to request, in writing, a lateral transfer to fill a position(s) within the Fire Department. In evaluating this transfer request, Fire Management shall consider the experience and overall tenure of the applicable employee(s) along with all other relevant considerations. Employees who do not receive the requested transfer shall receive a written response from the Fire Chief or his or her designee within 30 days. The Association agrees that Fire Management has complete discretion in making staffing decisions and that this section confers no additional rights to the Association and that such decisions are not subject to the grievance procedure.

26. MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to layoff, hire, promote, demote, transfer, assign, schedule; suspend or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means and appropriate job classifications, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards.

27. EMPLOYEE RIGHTS

Except as limited by the specific and express terms of this MOU, the fire personnel represented by the Association hereby retain and reserve unto themselves all rights, powers, authority, duty and responsibilities confirmed on and vested in them by the laws and the constitution of the State of California and/or the United States of America. Nothing in this MOU is intended to circumscribe or modify the existing rights of the fire personnel represented by the Association, except as limited by the specific and express terms of this MOU, that exist by virtue of the laws and the constitution of the State of California and/or the United States of America.

The City shall maintain the payroll for sworn Fire personnel on a bi-weekly basis and said payroll records are available for review by any employee.

28. SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

1. Firefighters, Fire Engineers and Fire Captains

- a. 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.

- (1) Employees separating with 10 or more years of City Service:

Employees who have ten (10) or more continuous years of service shall be eligible for sick leave pay-off upon separation from

employment with the City at the rate of three percent (3%) of accumulated, 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 or her separation.

(2) Employees separating with 20 or more years of City service:

Employees who have 20 or more years of continuous years of service shall be eligible for sick leave pay-off upon separation from employment with the City at the rate of four percent (4%) of accumulated 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 or 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%.

2. Fire Battalion Chiefs

- a. Sick Leave Pay Off – Sick leave pay off for Fire Battalion Chiefs shall be calculated in the same manner and subject to the same limitations as for Firefighters, Fire Engineers and Fire Captains except as follows:

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

The rate of sick leave pay off shall be calculated as follows: For the first 7 full years of service 21% of accumulated sick leave. For each year thereafter five percent (5%) of accumulated sick leave per full year of service on or after July 1, 1990 to a maximum of 79%. The maximum rate of sick leave payoff is 100% of accumulated sick leave.

B. Vacation Pay-Off

An employee who separates from City service shall receive an amount equal to accumulated vacation at the time of separation. The rate of pay-off shall be calculated at the rate of pay, including all bonuses, received by the employee at the time of his or her separation.

29. ADMINISTRATIVE APPEAL PROCESS

A. Firefighters Procedural Bill of Rights Act

The administrative appeal process provided for in this Article is established pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act. This administrative appeal process shall apply to all fire personnel in the unit.

1. Definitions

- a. The term “fire personnel” means an employee who is considered a firefighter under Government Code § 3251(a) as well as any fire personnel who are peace officers pursuant to Penal Code § 830.37.
- b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.” A layoff is not punitive action subject to a disciplinary appeal.

2. Notice of Appeal

In accordance with California Government Code Section 11506(a), within fifteen (15) calendar days following receipt of notification of punitive action, the employee shall notify the Assistant Director of Administrative Services/Human Resources in writing of the employee’s intent to appeal the punitive action.

B. Appeal Procedures – For Suspension, Demotion and Termination

Fire personnel who are suspended, demoted, reduced in pay or terminated shall be entitled to an appeal hearing before an administrative law judge which shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - a. Pursuant to Government Code section 3254(f), the discipline shall not be effective sooner than 48 hours following issuance of the final notice of discipline and the notice shall be given in writing within 30 days of the decision to impose discipline.
 - b. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5

(commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the employee concurrently with the notice of discipline.

1. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, the hearing shall be conducted at City Hall at a time to be determined by the administrative law judge.
2. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
3. The employee shall be entitled to all discovery rights set forth in California Government Code Section 11507.6.
4. The burden of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
5. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.
6. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code Section 11517(c)(2) A through E.

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

This Memorandum is signed on this _____ day of _____, 2009.

City of Beverly Hills
Representatives

Beverly Hills Firemen's
Association

EXHIBIT A – LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

Firefighter
Fire Engineer
Fire Captain
Fire Battalion Chief

BEVERLY HILLS FIREMEN'S ASSOCIATION
MEMORANDUM OF UNDERSTANDING
Will be changed after the MOU is finalized

Integration 1	
Term	1
1. SALARIES	2
2. APPOINTMENT AND ADVANCEMENT	2
3. BONUSES	5
4. RECLASSIFICATION, PROMOTION & Y-RATING	7
5. MEDICAL INSURANCE	7
6. OPTICAL INSURANCE	9
7. LIFE INSURANCE	9
8. DEFERRED COMPENSATION	9
9. HOLIDAYS	10
10. VACATION	11
11. SICK LEAVE	12
12. ADMINISTRATIVE LEAVE	12
13. BEREAVEMENT LEAVE	13
14. WITNESS LEAVE	13
15. PROFESSIONAL DEVELOPMENT PROGRAM	14
16. LEAVE WITHOUT PAY	15
17. UNIFORM ALLOWANCE	15
18. OVERTIME	15
19. FLEXIBLE BENEFITS	16
20. RETIREMENT	17
21. WORK WEEK	18
22. CONSTANT STAFFING	18
23. JURY DUTY	19
24. PARAMEDIC TRAINING	19
25. ASSOCIATION TIME	19
26. CAR POLICY	20
27. TRANSFER RIGHTS	20
28. MANAGEMENT RIGHTS	20
29. EMPLOYEE RIGHTS	21
30. COST CUTTING MEASURES	21
31. PAYROLL AUDIT	21
32. SEPARATION FROM CITY SERVICE	21