AGENDA REPORT

Meeting Date: June 24, 2014

Item Number: F-4

To: Honorable Mayor & City Council

From: Don Rhoads, Director of Administrative Services/CFO
Shelley Ovrom, Interim Asst. Director of Administrative Services/Human Resources

Subject: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BEVERLY HILLS AND THE SAFETY SUPPORT ASSOCIATION OF BEVERLY HILLS

Attachments:

1. Agenda Report – May 20, 2014 (without attachments)
2. 2013-2015 Safety Support Memorandum of Understanding

RECOMMENDATION

Staff recommends approval of the attached Memorandum of Understanding between the City of Beverly Hills and the Safety Support Association of Beverly Hills.

INTRODUCTION

The Safety Support Association of Beverly Hills represents all members within the safety support employee unit in the City. The last Memorandum of Understanding (MOU) expired October 4, 2013. Representatives of the Association and the City, having met and conferred in good faith since August of 2013, have agreed to the terms found in the attached MOU. The new agreement has a term of two years from October 5, 2013 to September 30, 2015.

DISCUSSION

The terms of the newly negotiated Memorandum of Understanding were presented to the City Council at the meeting of May 20, 2014. This item comes before the City Council again this evening for a second review as required per Ordinance 13-O-2651 addressing the procedure for adopting or amending a Memorandum of Understanding between the City and an exclusively recognized employee organization. A summary of the changes to the Memorandum of Understanding are reflected in Attachment 1.

FISCAL IMPACT

In compliance with the Beverly Hills Municipal Code, Article 5 Section 2-5-505: Economic Analysis, a fiscal impact analysis of the proposed memorandum of understanding was conducted by the outside firm, MGO Certified Public Accountants. The attached report is found that although there was a calculation discrepancy between the two years of the contract, "the total of salary and benefit changes allocated over both years was correct."

Over the next two years, this Memorandum of Understanding will result in an increase in compensation related costs to the City of $242,169.

Don Rhoads

Finance Approval

Shelley Ovrom

Approved By

Attachment 1

AGENDA REPORT

Meeting Date: May 20, 2014

Item Number: F-9

To: Honorable Mayor & City Council

From: Don Rhoads, Director of Administrative Services/CFO
Shelley Ovrom, Interim Asst. Director of Administrative Services/Human Resources

Subject: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BEVERLY HILLS AND THE SAFETY SUPPORT ASSOCIATION OF BEVERLY HILLS

Attachments:

1. Tracked Changes Memorandum of Understanding (MOU)
2. 2013-2015 Safety Support Memorandum of Understanding
3. Fiscal Analysis

RECOMMENDATION

Staff recommends approval of the attached Memorandum of Understanding between the City of Beverly Hills and the Safety Support Association of Beverly Hills.

INTRODUCTION

The Safety Support Association of Beverly Hills represents all members within the safety support employee unit in the City. The last Memorandum of Understanding (MOU) expired October 4, 2013. Representatives of the Association and the City, having met and conferred in good faith since August of 2013, have agreed to the terms found in the attached MOU. The new agreement has a term of two years from October 5, 2013 to September 30, 2015.

DISCUSSION

Significant changes from the previous MOU are listed below:

1) Term of Agreement
   - October 5, 2013 – September 30, 2015

2) Salary
   - 10% increase (8% for retirement offset and 2% additional increase) upon City Council approval. 1% additional increase effective 10/4/14.
   - Elimination of the total compensation survey.

3) Retirement
   - Classic employees (employed by the City on or prior to December 31, 2012, or lateral hires from another PERS agency) pay their 8% member contribution upon City Council approval of the MOU.
   - New members (hired on or after January 1, 2013) per the Pension Reform Act pay the statutorily mandated contribution of half the normal cost (6.25%) plus an additional amount (1.75%) as cost sharing, upon City Council approval of the MOU, to get their contribution to 8% so that all employees are paying 8%.

4) Health Insurance
   - Cafeteria Plan benefit modified from PERSCare two-party medical plus dental and vision to $1,873.00 total benefit for 2014 and $2,000.00 for 2015.
   - Prior benefit had a built in escalator based on premium increases. The agreed upon provision requires increases to be negotiated for in the future.
   - The amounts agreed upon provide savings over 2013 since the cost of PERSCare went down 35%.
   - The parties also agreed to reduce the maximum receipt of cash an employee can receive for opting out of benefits from $565 to $475.
   - Elimination of PERS on PERS benefit since employees now pay their own member contribution.

5) Disability Insurance
   - Increase the potential maximum benefit from $3,000 to $6,000 per month.

6) Bereavement Leave
   - Adding "grandchildren" as a relative for which an employee can use the bereavement leave benefit.

7) Work Schedules
   - Language providing the Department more flexibility to make schedule changes for Dispatchers and Records Technicians if desired.

8) Furloughs
   - The Association agreed that if the City requests to negotiate regarding furloughs, they are obligated to meet and confer during the term of the MOU.

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

FISCAL IMPACT

In compliance with the Beverly Hills Municipal Code, Article 5 Section 2-5-505: Economic Analysis, a fiscal impact analysis of the proposed memorandum of understanding was conducted by the outside firm, MGO Certified Public Accountants. The attached report is found that although there was a calculation discrepancy between the two years of the contract, "the total of salary and benefit changes allocated over both years was correct."

Over the next two years, this Memorandum of Understanding will result in an increase in compensation related costs to the City of $242,169.

Don Rhoads

Finance Approval

Shelley Ovrom

Approved By

Attachment 2

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

BEVERLY HILLS
SAFETY SUPPORT ASSOCIATION

October 5, 2013 - September 30, 2015

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BEVERLY HILLS SAFETY SUPPORT ASSOCIATION
MEMORANDUM OF UNDERSTANDING

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

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

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

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

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective October 5, 2013 and shall expire on September 30, 2015.

3. Definition of the word "Day". The word "day" in this agreement refers to calendar days unless specifically designated as working days.

1. SALARIES

Effective on the first day of the payroll following City Council approval of this MOU, employees will receive a base salary increase of ten percent (10.0%).

Effective with the pay period including October 4, 2014, employees will receive a base salary increase of one percent (1.0%).

2. APPOINTMENT AND ADVANCEMENT

A. Movement Through Range

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

1) Probationary Period

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

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

2) Permanent Employee Advancement

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

a) Employees shall be eligible for advancement to Steps II through V twelve (12) months after receiving their prior step, upon receipt of an evaluation with an overall rating of satisfactory or better. The salary step increase will be effective on the first day of the pay period that begins after his/her anniversary date.

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

B. Employment At Other Than The First Step

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

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

C. Application Of Salary Steps To Reclassifications And Promotions

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

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

1) If the City initiates the request and an employee in the position has not been in the position for at least one hundred and eighty (180) days immediately prior to the reclassification, he or she will stay in his or her current position until he or she has been in it for 180 days.

2) If at the end of the 180 days period, above, the employee meets the qualifications established for the reclassified position, he or she shall be reclassified to the new position. If the employee does not then meet the minimum requirement of the reclassified position, it shall be filled through an outside recruitment process.

Reclassification - In the event an employee is promoted or the position occupied by such an employee is reclassified to a position assigned to a higher salary schedule, and the employee in such position is eligible for appointment to this position, he/she shall be placed at Step 1 of the new classification or at a step that is at least equal to one step greater than the pay rate in the previous classification, provided that no rate higher than the top step of the respective salary schedule shall be paid.

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

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

D. Effective Date Of Automatic Or Merit Step Advancement

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

E. Special Merit Step Advancement

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

F. Special Assignment & Training Increases

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

When assigned to train a new employee, Safety Support personnel shall receive an assignment pay increase applicable only to the hours worked in training the new employee. Said increase shall be 6%. Given that this training pay increase is only applicable to the hours worked in training a new employee, once such training ends, the employee will no longer be entitled to receive it unless/until he/she begins to train another new employee. The Assistant Director of

Administrative Services/Human Resources may review any employee's receipt of such training assignment pay at any time to determine if an employee's receipt of it is still warranted. Communications Dispatchers shall receiving training pay of 6% when training a Police Officer.

G. Superior - Subordinate Relationship

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

In such a relationship, a superior shall be paid a monthly salary rate above his/her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his/her superior, the superior shall receive a special adjustment of 3% above the salary received by his/her highest paid subordinate. Notwithstanding the foregoing, no member of this unit may receive pay pursuant to this section if he/she is supervising a Police Officer or any other sworn personnel or working on an overtime assignment.

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

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

H. Filling Position Out Of Classification (FPOC)

Every regular Safety Support employee assigned to and working in a classification with a salary schedule above that of the employee's regularly assigned position as the result of special departmental need shall be paid while so assigned at a step within the range for the higher classification, after serving 40 hours in any calendar year at the higher classification. When an employee is assigned and performs the duties of the higher classification, the employee shall receive 10% above the pay rate of his/her regular classification provided that no rate higher than the fifth step, nor lower than the first step of the salary schedule for the classification in which the work is performed is paid, and is consistent with other provisions of this MOU regulating such assignments. No position may be filled out of classification unless established departmental procedures are followed and authorization from the Appointing Authority is obtained. Probationary employees are not eligible to fill a position out of classification.

To be eligible for compensation for filling a position out of classification, the employee has to meet the criteria for the higher classification and be capable of performing those specific tasks which he/she will be performing during this acting time and which differentiates it from the lower classification. Before FPOC status is attained, the necessary personnel forms shall be approved by the Appointing Authority and Assistant Director of Administrative Services/Human Resources

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

3. ADDITIONAL COMPENSATION

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

A. Definitions

1) Rotating shift means an authorized periodic and regular reassignment to day, swing, and/or night shift schedule. An employee who works a rotating shift will not have his shift moving between day, shift and/or night shifts based on operational needs of the position.

2) Swing shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each work day.

3) Night shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each work day.

4) Day shift means any authorized work schedules assigned except rotating, swing or night shift as defined in this section.

B. Shift Pay

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

2) Employees assigned to a night shift shall receive a shift differential of 6%.

3) In any given workweek, an employee may only receive a maximum of a 6% shift pay even if working both night shift (for at least two workdays) rotating and/or swing shift.

The parties agree that to the extent permitted by law, the compensation for shift pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Shift Differential.

C. Latent Print Examiner Pay

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

The parties agree that to the extent permitted by law, the compensation for Latent Print Examiner Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Police Investigator Premium.

D. Bi-Lingual Pay

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

The parties agree that to the extent permitted by law, the compensation for Bilingual Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium.

4. MEDICAL INSURANCE

A. Health and Welfare Benefits For Current Employees

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

The City will contribute the PERS statutory minimum on behalf of each employee in the program.

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:

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

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

For the remainder of calendar year 2013, employees shall be provided with an amount which will total an amount which includes the two party PERS Care, family dental (Guardian - Standard) and family optical (VSP - Standard) per month to purchase the optional benefits of medical, dental and optical insurance. The amount provided herein (set forth below) includes the CalPERS statutory minimum.

Effective January 1, 2014, employees shall be provided with the amount of $1873.00 per month for the purchase of the optional medical, dental and optical insurance benefits.

Effective January 1, 2015, employees shall be provided with the amount of $2000.00 per month for the purchase of the optional medical, dental and optical insurance benefits.

(1) Medical Insurance

Eligible employees may select any of the HMO AND PPO medical insurance plans offered by CalPERS:

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

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

(2) Dental Insurance

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

(3) Optical Insurance

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

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

d) The Receipt of Cash Through the Cafeteria Plan: Employees will be eligible to receive cash up to a maximum of $475 per month (subject to taxation as wages) through the cafeteria plan if they either opt out of receiving one of the optional benefits provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they receive through the plan.

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

2) Long Term Disability and Life Insurance :

The following are benefits that all employees are included in at the City's cost: term life insurance ($50,000.00 policy) and long term disability insurance which provides two thirds (2/3) of monthly salary up to a maximum of up to $6,000.00 per month, except as may be provided under the applicable plan document. This plan has a 60-day elimination period. Employees may use accrued leaves to supplement payments received by the disability insurance plan. However, the employee may not receive more than 100% of their regular wages.

3) Supplemental Term Life Insurance:

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

4) Deferred Compensation:

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

5) Benefits if on an Industrial Leave:

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

B. Retiree Medical Insurance

1) For Employees Hired By the City Before January 1, 2010

Safety Support retirees (service retirement only) hired by the City prior to January 1, 2010 who retire on and after July 1, 1984, shall be eligible for continued medical benefits for single party coverage unless and until the following occur:

a) The retiree reaches age 65, or

b) The retiree becomes eligible for Medicare, or

c) The retiree is, or becomes, eligible to be a participant in another employer-paid health plan or Veteran's Administration benefit;

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

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

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

shall pay $75 per month toward the cost of medical insurance under PERS.

4) For retirees and their dependents participating in the CalPERS medical insurance program, the City will pay the statutory minimum.

Retirees and their dependents will not be permitted to receive cash back options per the cafeteria plan.

5) Retirees Hired On Or After January 1, 2010

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

In addition, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of $250.00 per month ($115.38 per pay period) to a retirement account on behalf of such employees.

For employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009, they will receive retiree medical benefits as though they were a member of the bargaining unit prior to January 1, 2010 as addressed above.

C. Provision Applicable to All Retirees

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

D. Alternative Retiree Medical Program

Notwithstanding any provision above, employees in the unit who have previously voluntarily chosen to participate in the Alternative Retiree Medical Program (ARMP) will not receive retiree medical benefits from the City except for the CalPERS statutory minimum. Their choice of ARMP was made in lieu of receipt of the retiree medical benefit provided above.

5. DEFERRED COMPENSATION

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

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

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

The following restrictions apply to this program:

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

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

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

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

The following restrictions apply to this program:

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

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

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

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

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

6. HOLIDAYS

A. Holidays

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

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

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

If the holiday falls Monday through Friday, one day off is granted on the day on which the holiday falls.

If the holiday falls Monday through Friday, and the employee is required to work, the employee is paid for the holiday, plus paid1½ times the regular rate for hours actually worked on the holiday, or allowed to accrue compensatory time at 1½ times the hours actually worked.

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

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

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

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

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

4) Whether an employee shall be compensated with additional pay for holiday work or by a floating holiday shall be at the Department Head's discretion.

B. Personal Holiday

After six months of service, Safety Support employees shall be entitled to one paid personal holiday per fiscal year. Employees having served one year or more with the City shall receive an additional paid personal holiday per fiscal year.

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

The hours of the personal holiday will correspond to the schedule noted in Article 6 of this agreement.

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

7. VACATION

A. Authorization For Taking Vacation

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

An employee entitled to vacation shall make written application therefor in the manner and within the time directed by the Appointing Authority. Every department head or designee shall

establish a vacation schedule for each calendar year based on employee requests and subject to his/her right to plan work under his/her control and to allow vacations when employees can be spared. He/she shall notify employees as soon as possible whether their application is approved, and if not, of the period which is substituted.

B. Vacation Allowances

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

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

C. Accumulation

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

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

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

8. SICK LEAVE

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

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

2) New Employment. With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, sick leave accrued shall not be available for use until an employee completes his/her six months of satisfactory employment

3) Illness of Employee. Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, step-parent, spouse or registered domestic partner.

4) Job-Connected Disability. Except as provided herein, no employee shall be entitled to use accumulated sick leave during any period for which he/she is entitled to receive temporary disability indemnity under Division 4 (Section 3201, et. seq.) of the Labor Code of the State. Any employee entitled to receive such temporary disability indemnity may elect (for a period not to exceed twelve [12] months after he/she first makes such election) to use as much of his/her accumulated sick leave, vacation or compensatory time off as when added to his/her disability indemnity will result in a payment to him/her of not more than his/her full salary or wage.

5) Sick Leave Incentive. Safety Support employees who accumulate 72 hours or more of unused sick leave during any fiscal year may receive cash payment for up to 24 hours of the accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Such days not paid for or taken may be accumulated to be used or taken as needed in the future, or paid for in accordance with current 3% - 10 year program or 4% - 20 year program as referenced in Article 21 of this Agreement.

9. BEREAVEMENT LEAVE

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

Up to a maximum of forty (40) hours of bereavement leave, per calendar year, (regardless of the number of family deaths) may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, he/she may use up to 40 hours of sick leave per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the appointing authority and the Assistant Director of Administrative Services/Human Resources.

10. INDUSTRIAL DISABILITY LEAVE

A. Salary Continuance for Industrial Disability Leave

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

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

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

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

Should an injured employee's period of absence exceed ten (10) working days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick and vacation, which when added to his temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Office.

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

11. WITNESS LEAVE

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

12. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's Department Head or designee and shall be used only if all appropriate accumulated leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Safety Support personnel on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any health benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department.

13. UNIFORM ALLOWANCE

The City shall furnish the initial uniforms and necessary equipment to each Safety Support employee required to wear a uniform. It shall be the responsibility of each employee to maintain his/her uniform in good condition, consistent with the specifications listed in the Department Manual.

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

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

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

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5) the City will report as special compensation, the value of the uniforms for a unit member employed on or before December 31, 2012. As of the drafting of this MOU, "new members" as defined under the Public Employees' Pension Reform Act of 2013 are not permitted to have the value of the uniforms reported as special compensation. If the City is permitted to do so in the future pursuant to a change in the law, it will do so.

14. OVERTIME

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

A. Earning Overtime:

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

B. Compensatory Time Off:

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

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

C. Court Time:

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

D. Call Back:

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

E. Standby Pay:

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

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

15. RETIREMENT

The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth in Appendix B to this MOU.

A. For "Classic Member" Employees As Defined By The Public Employees' Pension Reform Act of 2013 (PEPRA)

1) Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4.

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

3) Payment of Employee/Member Contribution: Classic Members will pay their 8% Member Contribution on the first day of the pay period following Council approval of this MOU. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

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

1) Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

2) Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3) Payment of Employee/Member Contribution: Effective October 5, 2013, new member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

In addition, new members will pay additional amount for their retirement contribution as cost sharing in accordance with Government Code section 20516(f). That amount will be the difference between the half the normal cost amount and eight percent so that their total retirement contribution will be eight percent (8%).

C. Optional Benefits For All Employees

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

2) 1959 Survivor's Benefit: The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.

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

4) Pre-Retirement Death Benefits: The City's contract with CalPERS provides the benefit known as the pre-retirement death benefits to continue after remarriage of survivor as set forth in Government Code section 21551.

5) Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.

6) Retired Death Benefit: The City's contract with CalPERS provides the $500 Retired Death benefit as set forth in Government Code section 21620.

7) Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

16. HOURS

A. Work Schedules

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

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

- A 9/80 schedule consists of alternate workweeks of 4 consecutive workdays of 9 consecutive hours each, followed by 5 consecutive workdays 4 consecutive days of which consist of 9 work hours each and 1 day of 8 consecutive work hours.

- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 work hours each.

- A 3/12 schedule consists of alternate workweeks of 3 consecutive workdays of 12 hours each followed by 4 consecutive workdays, 3 consecutive days of which consist of 12 hours each and 1 day of 8 work hours.

A 3/12.5 schedule consists of workweeks of 3 consecutive workdays of 12.5 consecutive hours each with one additional 10 consecutive hour day every four weeks. The ten hour shift shall not be changed unless it is intended to be changed permanently. If that happens, the employee's FLSA workweek will change to begin five hours after the new start time of the ten hour shift.

Those employees assigned to the Communications Bureau and as a Senior Records Specialist shall work the 3/12.5 schedule. Employees assigned as a Senior Records Specialist may request to work a 4/10 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

Those employees assigned to the Identification Bureau and the Records Specialist shall work the 4/10 schedule. Employees assigned as a Records Specialist may request to work a 3/12.5 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved. Employees assigned to the position of Civilian Range Master may be assigned to the 4/10, 3/12 or 3/12.5 work schedule at management discretion.

Employees assigned Records Supervisor are assigned to work either the 4/10 or 3/12.5 work schedule. Such employees may request to work an alternative work schedule to their current work schedule, (e.g., an employee working a 3/12.5 may request to work a 4/10 and vice versa). If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

Those employees in the Police Department assigned as Administrative Clerks, Secretaries, Detective Specialists, Property Officers Traffic Specialists, Traffic Control Officers (who also may be assigned a 3/12.5 work schedule), Parking Enforcement Dispatchers, and in the Fire Department as Fire Inspectors shall work the 4/10 schedule.

Those employees that may be assigned to the Jail Bureau shall work the 3/12 schedule. Employees assigned to the Jail Bureau may request to work a 4/10 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

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

Parking Enforcement Officers shall be assigned to work a 4/10, 9/80, or 5/40 work schedule. Only the officers currently on the schedule to work the a.m. shift (currently 2100-0600, but could be changed) will continue to work a 9/80 schedule. All new assignments to the a.m. shift shall be on the 5/40 work schedule. City shall consider requests from the officers remaining on the 9/80 a.m. to be placed on the 5/40 shift. All other officers shall be assigned to work a 4/10 work schedule. Employees assigned as Parking Enforcement Officers working a 4/10 work schedule may request to work a 9/80 or 5/40 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved. Officers shall bid for shift assignments based on seniority.

Each Department Head shall establish shift schedules. Shift selection shall be based as far as possible upon the seniority of the employees concerned but subject to the department head's right to plan work under his or her control. Employees on probation may have their work schedules changed by their Department Head at his/her discretion. This includes, for example, changing an employee's work schedule from a 9/80 to a 4/10 work schedule and vice versa as well as

changing the start time of an employee's work shift. Once off probation, the Department Head retains the right to make de minimis changes to the start time of an employee's work shift. However, any other changes to an employee's work schedule are subject to meet and confer. The Association acknowledges that if requested to meet and confer over such a change, it will do so promptly.

B. Meal Period

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

C. Vehicle Use For Fire Inspectors

Employees in the classification of Fire Inspector who are required to use a vehicle in the performance of their job duties will be provided with a City vehicle to perform those duties.

17. TUITION REIMBURSEMENT

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

18. ASSOCIATION TIME OFF

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

19. MEDICAL DISABILITY SEPARATION

In the event an employee in the classified service, is physically/mentally incapacitated from performing his/her job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons. The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Rules and Regulations section governing separation.

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

20. GRIEVANCES AND DISCIPLINE

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

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

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

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

21. BENEFIT PAY-OFFS UPON SEPARATION FROM CITY SERVICE

A. Vacation Payment

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

B. Sick Leave Pay-Off

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

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

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

C. Pay For Employees Subject to Layoff

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

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

FOR THE BEVERLY HILLS SAFETY SUPPORT ASSOCIATION

_____	_____
Mellisa Sutton	Date
_____	_____
Christine Bloore	Date

Maria Lara	Date
Jeffrey Grijalva	Date
Robert Wexler	Date

FOR THE CITY OF BEVERLY HILLS

Shelley Ovrom	Date
Peter Brown	Date

EXHIBIT A

LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

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

EXHIBIT B

DEFINITIONS OF "NEW MEMBER" AND "CLASSIC MEMBER" PER THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 – PEPRA.

The parties acknowledge that the PEPRA controls over definitions such as "new member" and "classic member" and put their understanding of the definitions in their MOU for informational purposes so that employees understand their retirement benefits.

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.