

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 three calendar weeks or longer.

In the event that an FPOC assignment lasts for three (3) months or longer and there are additional qualified employees available for the assignment, the assignment will be rotated pursuant to the following process:

1. When an employee has been working in an FPOC assignment for three months and it will continue beyond three (3) months, the appointing authority shall inform employees that they may submit a memorandum requesting the assignment.
2. Employees submitting requests shall set forth their qualifications for the FPOC assignment to their immediate supervisor.
3. Supervisors shall review requests after which they shall attach a memorandum of their own, which includes any comments they have and their recommendation as to whether the employee should receive the assignment for which he/she has applied.
4. After reviewing all requests for an FPOC assignment that will last three (3) months or longer, the appointing authority shall establish a list of qualified applicants. The most senior qualified employee shall be offered the FPOC assignment. If the FPOC assignment does continue beyond three (3) months, the next most senior qualified employee shall be offered the assignment three (3) months later, and so on for the duration of the FPOC assignment. The Department Head's decision is final and not subject to grievance.
5. Within 10 calendar days after an employee is informed that he/she was not selected for an assignment, the employee may ask the appointing authority who made the selection, for the reason he/she was not selected. The appointing authority shall respond within 10 calendar days. The decision of the appointing

authority regarding selection to an FPOC assignment is not subject to the filing of a grievance.

6. Notwithstanding the above, when compelling reasons exist the appointing authority shall retain the right to assign personnel to FPOC assignments of three (3) months or longer without following the above procedures if the appointing authority believes such action is in the best interests of the respective Department. If the Department Head needs to exercise his/her right in such compelling circumstances, he/she must articulate his/her reasons in writing.

The parties agree that when a Street Maintenance Worker I or II is assigned to work with a jackhammer or a street repair compressor for any part of his shift, he/she will receive FPOC for the entire shift while so assigned.

- a. **Special FPOC For Employees Training in the Water Treatment Facility:** The parties acknowledge that the City's Water Treatment Facility, rated as a T-4 facility, causes ~~the City to need employees to receive certain water certifications pursuant to the requirements of the California Department of Public Health. This requires employees who want to train to work in the classification of Water System Worker III to receive employees in the Water System Worker III classification to need a T-3 Water certification, which and this certification requires such employees pass a T-3 certification test and to work in the treatment facility for one year after passing the test to receive a T-3 certification.~~ The parties agree that ~~if an employee may spend six months cross training as a takes and passes the T-3 test and is then assigned to the treatment facility to train as a Water System Worker III, for the first six months of that training, it will be treated as cross training as addressed above and there will not be any additional compensaton provided during this six month period. However, and, after six months if the employee has passed the T-3 certification test, the employee may continue working in the Water Treatment Plant as a means of obtaining the one-year experience requirement; provided, however, the employee shall will be paid a special FPOC pay of ten percent (10%) above his or her classification while working in the facility, until he/she actually receives the T-3 certificate. after completing his/her one year of training. After the employee obtains the T-3 certificate is received, if the employee (who is not in the classification of Water System Worker III) he or she may continues to be assigned to work in the facility, and he/she will be eligible for receive regular FPOC, as addressed subject to the conditions~~ above.

3. SPECIAL 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. Types of Shifts

1. Rotating shift means the authorized periodic change to the start and end times of an employee's regularly assigned work shift, e.g., swing shift to day shift. Rotating shift does not include changing the number of hours an employee works in a day or number of days worked per week.
2. Swing shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each workday.
3. Night shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each workday.
4. Day shift means any authorized work schedules assigned except rotating, swing, or night shift as defined in this section.

B. Shift PayBonuses

1. Employees assigned to a rotating or swing shift shall receive a shift differential of 3% of base salary just for the days when the rotating or swing shift occurs. An employee shall receive rotating shift bonus for the entire week if the start and end time is different than the regular start and end time on at least two days during the workweek. Moreover, employees in the Water Worker II classification that are assigned to work on weekends shall receive 3% rotating shift paybonus for their entire work week while so assigned.
2. Employees assigned to a night shift shall receive a shift differential of 6% of base salary.

3.

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. Civil Engineering GIS Specialist PayBonus

Employees in the classifications of Civil Engineering GIS Specialist shall receive ~~a~~-\$55 per month assignment bonus, if they have attained professional State Registration as a Professional Engineer ("PE license").

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

D. Certification Incentive Program

A bonus will be paid to any Inspector in the Building and Safety Department who participates in and achieves certification by the International Code Council, ~~Division of State Architect~~, and ~~Leed/Build it Cal Green~~ in his/her field of specialization; said bonus will be in the amount of \$50.00 per month. An employee will be eligible for this bonus during the time that the certification is maintained. Proof of certification shall be submitted to the Director of Building and Safety and forwarded to the Human Resources Office. The parties acknowledge that the City has ~~been paying~~ \$50 per month to any employee in the Building and Safety series of classifications for possession of a DSA certification (either Class 1, 2, 3 or 4). Those payments will be made if the employee has the certificate and is assigned to a DSA project for inspection services. Some of the International Code Council bonuses will be added to base salary (and will thus, no longer be bonuses) effective September 26, 2009 per subparagraph F of this Article.

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

E. Tool Allowance

~~Employees~~During January of each year, the City will pay any employee in the Equipment Mechanics series who are required to furnish tools may shall receive up to \$600 per year for as a an annual tool allowance. Such employees shall ~~by providing~~ receipts of their tool purchases to their supervisor for reimbursement, which will be paid in a reasonable period of time of \$500. This amount may be taxable in accordance with law. The City agrees to continue to furnish the current assortment of tools. ~~City will not require employees to provide any receipts to receive the tool allowance.~~

F. Certification and Additional Compensation Bonus Program

The City and the Association have historically agreed upon an additional compensation bonus program which has recognized the efforts of employees achieving a level of expertise above that which is generally recognized as a job requirement. ~~Notwithstanding the intent of the program, the City and the Association have, in the past, agreed to some bonuses which have been provided to employees for expertise that employees are required to have as part of the requirements of their job. The parties agree that such bonuses should be eliminated and added to the base salary of employees who receive them. As such, only bonuses which are paid Additional pay is for efforts/expertise/certifications which exceed the job requirements will continue to be paid as bonuses.~~

~~The following list of bonuses is eliminated at the end of the day on September 25, 2009. Employees in the classifications listed will have the amounts previously paid for these bonuses added to their base salary effective September 26, 2009.~~

- ~~1. — Water System Worker I — Water Distribution Grade 1 — \$50 per month.~~
- ~~2. — Water System Worker II — Water Distribution Grade 2 — \$50 per month.~~

3. ~~Building and Safety Inspector I first obtained certification by the International Code Council, in his/her field of specialization—\$50 per month.~~
4. ~~Building and Safety Inspector II first two certifications by the International Code Council, in his/her field of specialization— \$100 per month. (\$50 per certificate for two certificates).~~
5. ~~Sr. Building and Safety Inspector first four certifications by the International Code Council in his/her field of specialization— \$200 per month. (\$50 per certificate for four certificates).~~

The following bonuses which were in effect on the first effective date of this agreement, September 27, 2008, will remain in effective throughout the term of this agreement:

Solid Waste Division

Class A Drivers License (Offered through DMV) - \$25.00/mo

Offered through DMV

Solid Waste Equipment Operator. The parties acknowledge that no employee will be eligible for this paybonus unless and until the City utilizes vehicles which require a Class A license.

The parties agree that to the extent permitted by law, the compensation for Class A License is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Government Agency Required Licenses Educational Pay.

Streets, Streetlight & Traffic Signal Maintenance

IMSA Traffic Signal Electrician Level I - \$25.00/mo

Offered through International Municipal Signal Association

Electrical Technician, Traffic Signal Technician, Traffic Control Systems Specialist.

IMSA Traffic Signal Electrician Level II - \$25.00/mo

Offered through International Municipal Signal Association

Electrical Technician, Traffic Signal Technician, Traffic Control Systems Specialist.

IMSA Traffic Signal Electrician Level III - \$25.00/mo

Offered through International Municipal Signal Association

Electrical Technician, Traffic Signal Technician, Traffic Control Systems Specialist.

IMSA Traffic Paint and Sign Tech II - \$25.00/mo

Offered through International Municipal Signal Association

Street Maintenance Worker II, ~~Traffic Sign and Paint Technician, Senior Traffic Sign & Paint Technician.~~

Roadway Lighting Level I - \$25.00/mo

Offered through International Municipal Signal Association

Electrical Technician, Traffic Signal Technician, Traffic Control Systems Specialist.

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

Water Utility

Backflow Prevention Device Tester License - \$50.00/mo

Offered through the American Water Works Association (AWWA) and USC Foundation for Cross-Connection Control and Prevention

Recommended for all the following positions ~~lower than the Water System Supervisor position~~; Water System Worker I, Water System Worker II, Water System Worker III, Senior Water Worker, and Water System Specialist.

The parties agree that to the extent permitted by law, the compensation for the Backflow Prevention Tester License above is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

Any water treatment and distribution certificates achieved by employees in water classifications which are above the requirements of the job will be paid at \$50.00 per month per certificate. This includes D1-D5 and T1-T5. The certificates for which there will be no pay ~~no bonuses will be paid~~ are as follows:

Water Worker I: D-1

Water Worker II: D1 and D-2

Water Worker III: D-1, D-2, T-1 and T-2

Senior Water Worker: T-1 and T-2

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

Wastewater Utility

Collection System Maintenance Certification, Grade I - \$25.00/mo

Offered through the California Water Pollution Control Association

Drainage Maintenance Worker I and II

Collection System Maintenance Certification, Grade II - \$25.00/mo

Offered through the California Water Pollution Control Association

Drainage Maintenance Worker I and II, Senior Drainage Maintenance Worker

Collection System Maintenance Certification, Grade III - \$25.00/mo

Offered through the California Water Pollution Control Association

Drainage Maintenance Worker I and II, Senior Drainage Maintenance Worker

Collection System Maintenance Certification, Grade IV - \$25.00/mo
Offered through the California Water Pollution Control Association
Drainage Maintenance Worker I and II ~~and~~; Senior Drainage Maintenance Worker ~~and~~
~~Drainage Maintenance Supervisor~~

The parties agree that to the extent permitted by law, the compensation for Collection System Maintenance certifications above are special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

Fleet Services

Master Automobile Technician Certificate - \$50.00/mo
Offered through the ASE Automobile Technician Tests
Equipment Mechanic I & II, ~~Maintenance Supervisor~~ Lead Equipment Mechanic to be eligible for this ~~pay~~bonus, an employee must complete all eight sections of the certification program

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

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

Equipment Mechanic I & II, Lead Equipment Mechanic ~~Maintenance Supervisor~~ - to be eligible for this bonus, an employee must complete all required sections to obtain an ASE master certificate

Fire Mechanic I Certificate - \$25.00/mo
Offered through the California Fire Chief's Association, Fire Mechanic Section

Fire Mechanic II Certificate - \$25.00/mo
Offered through the California Fire Chief's Association, Fire Mechanic Section

Master Fire Mechanic Certification – Level III
Offered through the California Fire Chief's Association, Fire Mechanic Section - \$50.00/mo

The parties agree that to the extent permitted by law, the compensation for ASE Master Certificate and the Fire Mechanic Certificates above is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

Stormwater Utility

Hazardous Waste First Responder Training and Certificate - \$25.00/mo

Solid Waste Equipment Operator and Solid Waste Inspector

Street & Traffic Maintenance

Hazardous Waste First Responder Training and Certificate - \$25.00/mo
Offered through the Greater Los Angeles Chapter National Safety Council
Street Maintenance Worker II

Engineering

Hazardous Waste First Responder Training and Certificate - \$25.00/mo
Offered through the Greater Los Angeles Chapter National Safety Council
Public Works Inspector

The parties agree that to the extent permitted by law, the compensation for the Hazardous Waste First Responder Certificates above is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

For the certifications provided above, when they are part of a progressive series, the pay bonus shall become cumulative. For example, a Water System Worker I could obtain a Treatment Operation Certificate, Grade I (\$50.00 value) and Grade II (\$50.00 value) and be eligible for a \$100.00 per month paybonus.

G. Bi-Lingual PayBonus

The City shall pay ~~a bonus of 3% of above~~ base salary to employees who are ~~are~~ certified by the County of Los Angeles or other agencies approved by the City. The certification of tests for written and oral proficiency in Spanish, Farsi, Korean, Russian, Sign or any other language designated by the City. Those employees who receive a bi-lingual paybonus will be required to speak alternate language in the course and scope of their employment. In addition, if receiving the paybonus, an employee may be asked to assist in translating even if unrelated to his/her specific job duties.

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

H. Car Allowances

All car allowances will be paid per the Administrative Regulation 3A.4.

4. MEDICAL INSURANCE

A. General

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

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

The payment of premiums toward this medical insurance program will be through the administration of a flexible benefit package. The City shall pay the PERS statutory minimum (\$97.00 for 2008, \$101.00 for 2009, \$105.00 for 2010 and yet still undetermined for on behalf of each employee participant in this program. ~~A participant is defined as 1) any employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant. In addition to the PERS statutory minimum, flexible benefits shall be provided as follows:~~

~~B. From October 1, 2008 through December 31, 2009,~~

~~Active Employees~~

~~For employees, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums up to full family coverage.~~

~~Retired Employees~~

~~Retirees (service retirement only) retiring on and after February 1, 1990, shall be eligible for continued medical benefits up to \$300.00 per month unless and until the following occur:~~

- ~~1. The retiree reaches age 70, or~~
- ~~2. The retiree becomes eligible for Medicare (if the employee is eligible for Medicare, the City will pay the designated Medicare supplement rate not to exceed \$300 per month), or~~
- ~~3. The retiree is or becomes eligible to be a participant in another employer paid medical plan or Veteran's Administration benefit, or~~
- ~~4. For Kaiser enrollees only, the retiree moves from the Kaiser Permanente service area.~~

~~For eligible retirees (as described below) who are age 70 or above, the City shall pay up to \$150/month toward medical coverage under PERS. Eligible retirees include those full time MEA employees who:~~

- ~~1. Retire after July 1, 2000; and~~

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

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

BC. Health and Welfare Benefits Effective January 1, 2010:

~~Effective January 1, 2010, the City will contribute the PERS statutory minimum on behalf of each employee 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 are will be provided through the provision of a cafeteria plan adopted in accordance with the provisions of IRS Code § 125: medical, dental, and optical. As such, articles 5 and 6 (dental and optical insurance) of this MOU will be superseded by the provisions of the cafeteria plan on January 1, 2010. The provision of medical insurance to employees (as contained in paragraph A above) will also be superseded by the provisions of the cafeteria plan on that date. Nothing herein will impact the provisions of paragraph B above as it relates to retiree medical insurance for employees and their dependents in the bargaining unit on or before December 31, 2009.~~

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

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

~~Effective January 1, 2010, eFor the remainder of calendar year 2013, employees shall be provided monthly with an amount that is the sum of~~