

**D. Disability Leave Extended Disability Salary Continuance**

~~In the event of a work incurred injury sustained by an employee, the City shall continue to pay the gross salary, less legally required deductions, to the injured employee 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 insuring a 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 any employee to qualify for this program, the Appointing Authority must notify Human Resources in writing immediately upon receiving knowledge of a work incurred injury.~~

**E. Disability Insurance**

~~The City shall provide at the City's cost long term disability insurance for Employees. This insurance provides for 2/3 of monthly salary up to a maximum of \$6,000 per month, except as may be provided under the applicable plan document.~~

**F. Optical Insurance**

~~The City shall provide at the City's cost an optical insurance plan to employees, the cost of which shall not exceed \$22.50 per month per employee.~~

**G. A. Health and Welfare Benefits Effective January 1, 2010**

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

~~Effective January 1, 2010, † The City will contribute the PERS statutory minimum on behalf of each participant in the program. A participant is defined as any of the following individuals: (1) a covered employee, (2) a covered retiree, and (3) a covered surviving annuitant of a deceased retiree. In addition, the City will provide current employees with flexible benefits through a cafeteria plan as provided below.~~

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

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

a. Benefits provided through Cafeteria Plan:

~~Effective January 1, 2010, the following insurance benefits provided for in this Article Medical, dental and optical benefits 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, paragraphs B and F (dental and optical insurance) of this Article 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 A2 and A3 above as they relate 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 as provided below.

~~Effective January 1, 2010, e~~ For the remainder of calendar year 2013, employees hired or promoted into the Management & Professional group on or before December 31, 2009 shall be provided with an amount which will total an amount which includes the family PERS Care, family dental (Guardian) and family optical (VSP) per month to purchase the optional benefits of medical, dental and optical insurance. (For employees who participate in medical insurance through CalPERS, the amount ~~described set forth below~~ above will include the PERS statutory minimum paid by the City.) Each year on January 1, the amount shall be adjusted by the amount of the increase in family PERS Care, family dental and family vision.

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

Effective January 1, 2015, employees shall be provided with the amount of \$2,100.00 for the purchase of the optional medical, dental and optical insurance benefits.

~~For employees hired or promoted into the Management & Professional group after December 31, 2009, the amount they shall be provided for the purchase of optional benefits will total an~~

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

(1) Medical Insurance

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

~~HMO Plans~~ \_\_\_\_\_ ~~PPO Plans~~

~~1) Kaiser;~~ \_\_\_\_\_ ~~1) PERS Care;~~  
~~2) Blue Shield Access +; or~~ \_\_\_\_\_ ~~2) PERS Choice; or~~  
~~3) Blue Shield Net Value~~ \_\_\_\_\_ ~~3) PERS Select~~

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

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

(2) Dental Insurance

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

(3) Optical Insurance

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

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

d. The Receipt of Cash Through the Cafeteria Plan: Employees will be eligible to receive cash up to a maximum of \$500 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, as follows:

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

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

<del>1) medical insurance</del>	<del>\$500.00</del>
<del>2) dental insurance</del>	<del>\$125.00</del>
<del>3) optical insurance</del>	<del>\$15.00</del>

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

~~The cafeteria plan offers employees the ability to purchase each of the three optional benefits with the City's contribution to the cafeteria plan. Employees may choose to purchase benefits that cost less than the City's~~

~~contribution to the cafeteria plan and choose to receive cash wages with their remaining City contribution. An employee who chooses to receive any of the optional benefits under the cafeteria plan shall be eligible to receive up to \$500.00 as cash wages as long as he/she has not reached the cafeteria plan maximum amount with his/her purchases:~~

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

~~Thus, for example, (under G(1)(d)(1) above) if an employee (eligible to receive \$1,961.00, for example) opts out of dental insurance and purchases medical and optical insurance with premiums which add up to \$1,250.00, he/she would receive \$125 for opting out of dental insurance. However, if the premiums added up to \$1,950.00, the employee would only receive \$11 for opting out of dental insurance, not the \$125 because the \$11 would cause the employee to reach the cafeteria plan contribution maximum.~~

~~As another example, (under G(1)(d)(2) above) if an employee hired on February 10, 2010 (and eligible to receive \$1,961.00, for example) purchases \$1,818.00 worth of optional benefits per month including medical insurance, he/she will receive \$143.00 per month in cash. However, if an employee only purchases \$700.00 per month in medical, dental and optical insurance, he/she will receive \$500.00 per month in cash.~~

- e. Flexible Spending Accounts: The cafeteria plan will also offer employees the opportunity to participate in both a health care and dependent care flexible spending account (each an FSA) whereby employees will be able to defer up to the maximum permitted by law \$2,500 per year (for the health care FSA) and up to \$5,000 per year (for 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. Mandatory Health and Welfare Benefits: The following are benefits that all employees are included in at the City's cost: term life insurance (\$100,000 policy) and disability insurance which provides for two-thirds (2/3) of monthly salary up to a maximum of ~~\$6,07,500.00~~ per month, except as may be provided under the applicable plan document. This plan has a 30-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. Paragraphs C and E of this Article will be superseded by the provisions of this paragraph G.(2) on January 1, 2010.
3. Supplemental Term Life Insurance: Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. Although employees may use cash wages they receive through the cafeteria plan (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 up to the duration of the leave. In addition, outside of PEMHCA, assuming the employee wants to be covered by medical, dental or vision insurance the employee shall receive his/her additional cafeteria plan contribution (up to the maximum amount provided above) amount for one month for each year of full service up to one year. If an employee chooses to opt out of insurance

and receive cash as described above, he/she will be eligible to receive that cash for one month for each year of full service up to one year.

### **Disability Leave Extended Disability - Salary Continuance**

In the event of a work-incurred injury sustained by an employee, the City shall continue to pay the gross salary, less legally required deductions, to the injured employee 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 insuring a 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 any employee to qualify for this program, the Appointing Authority must notify Human Resources in writing immediately upon receiving knowledge of a work incurred injury.

### **B. Retiree Medical Insurance**

**H.** For Employees Hired or Promoted into the Unit after July 1, 1981 and Prior to December 2, 1997 ~~By the City Before January 1, 2010~~

For employees hired or promoted into the bargaining unit between July 1, 1981 and December 2, 1997, the City shall (as a retiree medical benefit) pay the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PERS-Care Plan under PERS. The employee will receive a check for the difference between the two party rate of the PERS Care Plan and the PERS statutory minimum and the City will pay the statutory minimum directly to PERS. In the event of the death of a retired employee, the City shall continue to pay the single party coverage for the spouse up to the rate of the PERS Care Plan.

For employees hired or promoted into the Management & Professional unit between December 2, 1997 and December 31, 2009, the retiree health insurance benefit is as follows:

To qualify for this benefit, an employee shall:

- a. Complete a minimum of five (5) years of full-time employment with the City of Beverly Hills which need not be entirely within the bargaining unit; and

- b. Receive a service retirement from the City of Beverly Hills; and
- c. Not perform any paid work in excess of 960 hours per fiscal year for a PERS contracting agency following retirement from the City of Beverly Hills.

Upon these conditions, subject to the provisions below, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance up to the single party rate of the PERSCare plan (the employee will receive a check for the difference between the single party rate of the PERS Care Plan and the PERS statutory minimum and the City will pay the statutory minimum directly to PERS) as follows:

- a. The City will pay 25% of the cost of the insurance premium
- b. The City will pay an additional 5% of the cost of the insurance premium for each year of employee total service with the City of Beverly Hills up to 20 years. For example, the City will pay 40% of the cost of the insurance premium after the completion of eight years, 60% after the completion of 12 years, 80% after the completion of 16 years and 100% after the completion of 20 years.
- c. Employees who retire, as discussed above, with 20 or more years of total service with the City of Beverly Hills will be entitled to receive 100% of the cost of the difference between the PERS statutory minimum and the actual cost of the medical insurance up to the PERSCare-single party insurance premium with the City paying the statutory minimum to PERS.
- d. The City will not pay more than 100% of the cost of a retiree's insurance premium.

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

#### **Retiree Medical Insurance**

- I. For Employees Hired On Or After January 1, 2010

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

In addition, for employees hired into the unit as new employees of the City on or after January 1, 2010, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$300 per month (\$138.46 per pay period) to a retirement account on behalf of such employees.

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

**J. Retirees Purchasing Additional Insurance If Funds Are Insufficient to Cover Cost of Chosen Benefits**

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

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. Their choice of ARMP was made in lieu of receipt of the retiree medical benefit provided above.

## 7. 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)**

**A. Retirement Formula**

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

**B. Single Highest Year**

The City's contract with the CalPERS provides for the "Single Highest Year" final compensation period for classic member eEmployees, per Government Code Section 20042

### **Payment of Employee/Member Contribution**

Classic Members will pay their 8% Member Contribution effective June 28, 2014. 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)**

#### **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).

#### **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).

### **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. 1959 Survivor's Benefit

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

€ 2. 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 § 21548 for Employees.

3. Military Service Credit

The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.

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.

a. ~~PERS Benefit Provided by Government Code section 20636(e)(4)~~

~~Effective November 1, 2008, pursuant to Government Code section 20636(e)(4), the City shall pay and report to CalPERS as compensation earnable the monetary value of the employer paid member contribution on behalf of each employee. (For purposes of this agreement this shall be known as "PERS on PERS".)~~

8. CAR ALLOWANCE AND MILEAGE

Car allowances shall be paid to employees pursuant to the provisions of Administrative Regulation 3A.4. There shall be no changes to AR 3A.4 without the agreement of the parties.

The parties agree that the City will amend the Administrative regulation addressing vehicle allowance to reflect that proposed changes to the regulation will be submitted by employees to their Department Head by February 1 each year. The regulation shall provide that the Department Head, in consultation with Administrative Services - Finance and Human Resources, will render a written decision with reasons within 30 calendar days. The decision is not grievable.

## **9. MANAGEMENT RIGHTS**

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to layoff hire, promote, demote, transfer, assign, schedule (except as otherwise provided within this MOU); suspend or discharge employees at will since all employees in the bargaining unit are at-will employees; to maintain and improve the efficiency of governmental operations; to subcontract out any services which the City deems appropriate to contract out; to relieve employees from duties because of lack of work or funds with no right of appeal to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means and appropriate job classifications, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards. If the City subcontracts out any bargaining unit work, the City shall present the M&P Association with any request for proposal being publicly disseminated. The M&P Association shall also receive copies from the City of all RFP submissions within one week of the close of the time for RFP's to be submitted. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

## **10. ASSOCIATION/CITY DISPUTE RESOLUTION**

The City and M&P Association agree that the cause of quality public services for the citizens of Beverly Hills can be materially assisted through the timely resolution of employment disputes in the least formalistic way possible, and through the maintenance of high employee morale. To that end, the City and M&P Association hereby agree to establish the Association/City Dispute Resolution program. Any alleged violation, misinterpretation or misapplication of past practices and this MOU that cannot be settled informally with discussions between the Association and the Assistant Director of Administrative Services/Human Resources may be submitted by the Association or an

individual employee to the mediation and arbitration processes described below. Any such alleged violation, misinterpretation or misapplication of past practices and this MOU must be filed within 60 days of the date the employee or Association had actual notice or was provided with sufficient information that they should have known of their right to file as a grievance/dispute.

The City will request a list of seven mediators/arbitrators from the State Mediation and Conciliation Service. Once the list is received, the parties will flip a coin as to who shall strike first. After the parties have stricken names from the list, a mediator/arbitrator will be chosen. The parties will then cooperate with each other and coordinate a date for a mediation/arbitration with the chosen mediator/arbitrator. The mediator/arbitrator will first attempt to mediate a settlement of the dispute, but if mediation fails, he/she will prepare a written report, after conducting a hearing on the issue, of his/her findings and proposed resolution of the dispute for submission to the City Manager. The City Manager shall accept, reject or modify the arbitrator's proposed resolution. If the City Manager fails to accept, reject or modify the arbitrator's resolution within thirty (30) days of receipt by the City Manager, it shall be deemed accepted.

#### **11. EXEMPT/ AT-WILL EMPLOYMENT**

Employees are exempt from Civil Service, and serve at the will and pleasure of the appointing authority pursuant to Beverly Hills Municipal Code Section 2-5.206. At will employment is defined by Labor Code § 2922. The parties acknowledge that all bargaining unit employees are at-will as defined by section 2922.

#### **12. SAVINGS CLAUSE**

If any benefit or provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining benefits or provisions of this MOU shall remain in full force and effect. In the event of such invalidation the City and Association shall meet and confer in good faith concerning the invalidation of the provision, including whether a replacement benefit or provision is appropriate.

#### **13. DUES/FEEES DEDUCTION**

The City agrees that it shall, upon the written request of the Association's President, deduct dues and/or fees from the payroll checks of employees employed in classifications represented by the Association, and to transfer the total sum of the dues and/or fees deducted to the Association on a biweekly basis. Dues and/or fees may be specified by the Association to be a flat dollar amount or a percentage of salary. Dues deductions shall be authorized in writing by the individual employee.

#### **14. AGENCY SHOP**

The Association and the City have agreed that employees in classifications recognized to be represented by the Association must, as a condition of employment, either join the association and pay to it membership dues or not join the association and pay to it a

representational fee in accordance with California Government Code section 3502.5. In addition, employees belonging to a bona fide religion that has as one of its principal tenant a prohibition against supporting employee organizations can claim a religious exemption and make a charitable donation equal to the representational fee in a manner proscribed by section 3502.5. The parties agree that the charitable donation may be made to the American Red Cross, American Cancer Society or the United Way.

## **15. SEPARATION FROM CITY SERVICE**

### **A. 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.

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

The rate of sick leave payoff shall be calculated as follows:

- For the first 7 full years of service - 21% of accumulated sick leave.
- For each year after the seventh year - 5% of accumulated sick leave per full year of service to a maximum of 79%. The maximum rate of sick leave payoff when this paragraph and the preceding paragraph are combined is 100%.
- Sick leave payoff shall be calculated at the rate of pay received by the employee at the time of separation. Each employee eligible to receive sick leave payoff shall receive the payoff at the time of separation.

### **B. Vacation Pay-Off**

An Employee who separates from City service shall receive an amount equal to accumulated vacation at the time of separation. The rate of payoff shall be calculated at the rate of pay at the time of separation. An employee shall not have the option of utilizing accumulated vacation, in lieu of receiving vacation pay-off at the time of separation.

## **16. DEFERRED COMPENSATION**

### **A. City Contribution**

The City shall contribute \$50.00 per month on behalf of each Employee to the City's deferred compensation program.

**B. Conversion of Sick Leave to Deferred Compensation**

Employees may choose to contribute part of their accumulated sick leave to deferred compensation. The contributed sick leave may only be used to fund “catch up” contributions to deferred compensation. The following restrictions apply to this program.

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

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

This Memorandum is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

City of Beverly Hills \_\_\_\_\_ Management & Professional  
Representatives \_\_\_\_\_ Employees Association

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

**MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION**

\_\_\_\_\_  
Charles Ackerman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brenda Lavender

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brad Meyerowitz

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Wexler

\_\_\_\_\_  
Date

**FOR THE CITY OF BEVERLY HILLS**

\_\_\_\_\_  
Sandra Olivencia-Curtis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Brown

\_\_\_\_\_  
Date

**EXHIBIT A — LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION**

**BUILDING & SAFETY**

Plan Review Manager  
Supervising Plan Review Engineer  
Sr. Plan Review Engineer/Architect  
Plan Review Engineer/Architect  
Building Inspection Manager  
Code Enforcement Manager  
Permit (Center) Manager  
Plan Review Engineer/Architect

Library Services Manager  
Librarian III

**CULTURAL & RECREATION**

Park & Urban Forest Manager  
Community Outreach Manager  
Community & Cultural Services  
Administrator  
Recreation Services Manager

**FISCAL & BUDGET**

Real Estate/Property Manager  
Accounting Manager  
Principal Accountant  
Senior Budget & Financial Analyst  
Budget & Financial Analyst  
Revenue Manager  
Revenue Investigator  
Safety Officer

**PLANNING**

Principal Planner  
Environmental Project Manager  
Senior Planner  
Associate Planner

**SAFETY SUPPORT**

Assistant Division Commander  
Records & Jail Manager  
Communication & ID Bureau Manager  
EMS Coordinator (Fire)

**GENERAL/HR ADMINISTRATION**

Personnel Manager  
Assistant to the City Manager  
Training & Organizational Development  
Coord. Senior Management Analyst  
Office Manager  
Records & Archives Manager  
Management Analyst

**PUBLIC WORKS ENGINEERING**

Project Manager  
Principal Civil Engineer  
Traffic Engineer  
Associate Project Manager  
Civil Engineer  
Project Administrator  
Transportation Planner

**INFORMATION TECHNOLOGY**

IT Operations Officer  
Multimedia Services Manager  
IT Systems Architect  
Business Info Systems Administrator  
Network Administrator  
Client Support Administrator  
GIS Integrator  
Systems Integrator  
Web Applications Integrator  
Security Administrator  
Art Director

**PUBLIC WORKS MAINTENANCE**

Water Operations Manager  
Parking Operations Manager  
Transportation & Operations Manager  
Solid Waste Manager  
Vehicle Maintenance Manager  
Plant Engineer  
Facilities Maintenance Manager  
Street Superintendent  
Water Quality Specialist

**LIBRARY**

## EXHIBIT A – LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

Accounting Manager	IT Systems Architect	Recreation Services Manager
Admin Services Manager	Librarian III	Revenue Operations Investigator
Art Director	Library Circulation Supervisor	Revenue Manager
Assistant Division Commander	Library Services Manager	Revenue Officer
Assistant Property Manager	Management Analyst	Revenue Operations Administrator
Assistant to the City Manager	Marketing and Economic Sustainability Manager	Risk Management Specialist
Associate Planner	Multimedia Services Manager	Safety Officer
Associate Project Manager	Network Administrator	Security Administrator
Audit and Permit Admin	Office Manager	Senior Budget & Financial Analyst
Budget & Financial Analyst	Operations Manager	Senior Contract Administrator
Building Inspection Manager	Organizational Development Manager	Senior Librarian
Business Info Systems Administrator	Park & Urban Forest Manager	Senior Management Analyst
Civil Engineer	Parking Operations Manager	Senior Planner
Client Support Administrator	Parking Services Manager	Senior Transportation Engineer
Code Enforcement Manager	Permit (Center) Manager	Senior Plan Review Engineer/Architect
Community Development Information Coordinator	<u>Plan Review and Building Inspection Manager</u>	Solid Waste Manager
Communication & ID Bureau Manager	Plan Review Engineer/Architect	Street Superintendent
Community & Cultural Services Administrator	Plan Review Manager	Supervising Building Inspector
Community Outreach Manager	Plan Reviewer	Supervising Plan Review Engineer
Deputy City Clerk	Plant Engineer	Support Services Manager
E-Government Manager	Principal Accountant	Sustainability Programs Manager
<u>Emergency Medical Services (EMS) Programs Administrator</u>	Principal Auditor	Systems Integrator
Environmental Project Manager	Principal Civil Engineer	Technology Operations Officer
Facilities Maintenance Manager	Principal Planner	Traffic Engineer
Fleet Manager	Project Administrator	Transportation & Operations Manager
<u>Geographic Information Systems (GIS) Coordinator</u>	Project Manager	Transportation Planner
Human Resources Analyst	Public Information Manager	Urban Designer
<u>Human Resources Manager</u>	Public Relations Manager	Utility Billing & Customer Services Manager
Human Services Administrator	Real Estate/Property Manager	Water Operations Manager
Human Services Outreach Manager	Records & Archives Manager	Water Quality Specialist
IT Operations Officer	Records & Jail Manager	Web Applications Integrator

**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