

The City will not pay more than 100% of the cost of a retiree's medical insurance premium.

~~All employees in the unit employed on December 31, 2009, who remain employed in the bargaining unit after that date and retire from City service shall continue to be eligible to receive the same level of retiree medical benefits they were eligible to receive before January 1, 2010. For retirees 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. In accordance with the tax rules, retirees will not be permitted to participate in the cafeteria plan.~~

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

Employees hired 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 F.~~

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 \$150.00 per month (\$69.23 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 as addressed above.

When such employees retire, they will be able to purchase health insurance by contributing the additional costs for PERS medical, dental and optical insurance they choose.

9. HOURS OF WORK AND WORK SCHEDULES

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/40 or 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. Every Confidential employee is required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

10. LEAVES OF ABSENCE

A. Sick Leave

Except as is otherwise provided, all confidential employees 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. Eligibility for Use. 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 6 months of employment.
3. Sick Leave Usage. Sick leave may be used by the employee when he/she is ill or during a period illness by a 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 or vacation which 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. Confidential employees who accumulate 72 hours or more of unused sick leave during any fiscal payroll year may convert up to 24 hours of the accumulated unused sick leave to cash during the month of January of the following year. 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 the sick leave buy back program as referenced in Article 13 of this MOU.

B. Vacations

1. Authorization For Taking Vacation

With the exception of employees who change positions within the unit by promotion, transfer or for some other reason, no employee may take accrued vacation until the employee completes six months of service~~his/her probationary period~~. All vacation use must be approved by the employee's Appointing Authority. Employees who change positions within the unit by promotion, transfer or for some other reason are eligible to take vacation during their probationary period.

An employee entitled to vacation shall make written application therefore in the manner and within the time directed by the Appointing Authority. Every Appointing Authority shall establish a vacation schedule for each calendar year based as far as possible upon applications and seniority of the employees concerned but subject to his/her right to plan

work under his/her control and to allow vacations when employees can be spared. He/she shall notify every employee as soon as possible whether his/her application is approved, and if not, of the period which is substituted.

2. Vacation Accrual

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to every member of the bargaining unit 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 hours/Yr.	4.60 hours Bi-Weekly 120 hours/Yr.	6.13 hours Bi-weekly 160 hours/Yr.

3. Maximum Accrual of Vacation

Confidential employees with fourteen years of service or less may not accumulate more than 480 hours of vacation. Employees with 480 hours of vacation on the books will not continue to accrue vacation until their balance falls below 480 hours.

Confidential employees 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, 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.

4. Holidays During Vacations

When a holiday falls within a confidential employee's vacation, the day will count as a holiday, not vacation.

5. Limit On Payment

No confidential employee shall be paid any more for his/her vacation period than he/she would have received if he/she had worked.

C. Administrative Leave

Administrative Leave shall be granted in recognition of work performed above normal work hours and the nature of the work performance and expectations placed upon Confidential employees. Use of Administrative Leave shall be approved by the employee's Appointing Authority or designee noting the needs of the Department.

Each Confidential employee will be granted 67 hours Administrative Leave each calendar year. However, employees in the following classifications shall receive an additional 20 hours of administrative leave each year (for a total of 87 hours per year) in recognition of the additional time they spend taking minutes after regular hours at commission or board meetings: Executive Assistant I - Community Development, Executive Assistant I - City Clerk ~~and~~ Executive Assistant II - Community Services, [City Clerk Specialist and Executive Assistant III's](#).

Confidential employees accrue a pro-rata amount of administrative leave each pay period during the year. However, during the year, an employee may use the administrative leave that he/she has already accrued or will accrue for the remainder of the year. If an employee leaves the City's employ in the middle of the year, he/she will only be able to cash out the amount he/she has accrued up to the date of his/her separation from City service. Administrative Leave as provided herein is non cumulative between calendar years. At the end of each calendar year, upon an employee's request, the employee will receive cash payment for up to 27 hours Administrative Leave not taken as time off during the calendar year.

D. Holidays

1. Accrual and Use of Holidays

All Confidential employees shall be entitled to the following paid holidays if such employee worked the normally assigned duty period the work day before and the work day after the holiday, or was absent on authorized paid leave during said periods:

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	4th Thursday in November
Day after Thanksgiving	Day after the 4th Thursday in November
Christmas Day	December 25

Every confidential employee whose regular work schedule is a five (5) day per week or [a 9/80 or 4/10](#) schedule, Monday through Friday, will observe holidays as follows:

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

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 work day for employees working an alternate work schedule, 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 Appointing Authority 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 and December, in which case the employee will be able to use the floating holiday from that year for the first two months of the following year) in which the employee has received it, he/she will not earn an additional floating holiday in the next calendar year. The parties encourage employees in the unit to use their floating holidays. Since floating holidays cannot be removed from an employee once earned, and the parties do not want employees to have more floating holidays on the books than would be received within the current year, a floating holiday carried over at the end of the year results in the employee being unable to earn that holiday in the next calendar year. Appointing Authorities or designees will not act unreasonably in granting requests to use floating holidays. Said holiday is non-accruable and shall not be paid for if not taken during the calendar year. Said holiday(s) shall be non-accruable and must be used in the calendar year in which it was earned.

2. Personal Holiday

~~After six months of satisfactory service~~~~Upon satisfactory completion of a probation period~~, Confidential employees shall be entitled to two additional paid personal holidays (based on the number of hours the employee is scheduled to work on the day) per calendar year. Said holiday may be taken at the employee's discretion subject to supervisor and Department Head approval. Employee shall request said holiday in writing. If an employee does not use his/her personal holiday within the calendar year in which the employee has received it, he/she will not earn an additional personal holiday in the next calendar year. The parties encourage employees in the unit to use their personal holidays. Since a personal holiday cannot be removed from an employee once earned, and the parties do not want employees to ever have more than two personal holidays on the books, a personal holiday carried over at the end of the year results in the employee being unable to earn that holiday in the next calendar year. Appointing Authorities or designees will not act unreasonably in granting requests to use personal holidays.

3. Potential Work on a Holiday

Because of operational need employees may be required to work on a holiday. An employee who is required to work on a holiday by his/her supervisor will be paid his/her holiday pay for the day. In addition, the employee will receive straight time pay for any hours he/she works on the holiday.

E. 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 member 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 purpose, 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.

F. Leave Without Pay

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

G. Disability Leave

Salary Continuance for Industrial Disability Leave

All terms contained in this section 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 ~~bona fide work incurred injury by a confidential 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 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, Appointing Authorities 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/her temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accrued leave while receiving temporary disability indemnity payments must notify the Human Resources Office.

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

H. Witness Leave

Any confidential employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner 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 H is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

11. RETIREMENT

The City contracts with CalPERS for retirement benefits. The benefits provided herein are provided per the Public Employees Retirement Law (the "PERL") as well as the City's contract with CalPERS. The PERL and the City's contract with CalPERS shall control over any provision of this MOU which is inconsistent with the law or the City's contract with CalPERS.

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

An individual hired on or after January 1, 2013 who was employed by any public employer before January 1, 2013 and who does not meet the definition of "New Member" under the PEPRA will be designated as a "Classic Member". "Classic Members" are defined as those individuals who are:

1. Working for an employer providing CalPERS retirement benefits who begins employment with the City without a break in service or a break in service of six (6) months or less; or
2. Current member of a public retirement system or plan with reciprocity with

CalPERS.

Retirement Formula

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

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" Confidential employees are included pursuant to Government Code section 20042. ~~The r~~Retirement benefits ~~is~~are based on the highest annual compensation for the one year during the employee's membership in CalPERS.

Payment of Employee/Member Contribution

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

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

A "New Member" as defined by PEPRA is an employee who becomes a member of a public retirement system for the first time on or after January 1, 2013 and:

1. Was not a member of a public retirement system before January 1, 2013; or
2. Was a member of a public retirement system before January 1, 2013 that is not subject to reciprocity with CalPERS; or
3. Alternatively, anyone who was an active member of a retirement system, has a break in service of more than six (6) months, and returns to active membership in the same system with a new employer.

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. Additional 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 Confidential employees 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 pursuant to 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 Confidential employees.

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.

12. GRIEVANCES AND DISCIPLINE

The City and the Confidential employees 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 the Confidential Employees 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 State Mediation Service. The party filing the grievance or the disciplinary appeal shall strike the first name from the panel. The parties shall alternate striking names from the panel until one name remains who shall be the advisory arbitrator. For grievances involving Association representation, the costs of the advisory arbitrator shall be shared equally by the City and the Confidential Employees Association. If an employee is pursuing a grievance without the Confidential Employee Association representation, however, the employee shall be personally responsible for his or her one-half share of the costs of the advisory arbitrator. For disciplinary appeals, the City and the Confidential Employees Association shall equally share the costs of the advisory arbitrator.

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 Confidential Employees Association (or employee if proceeding on his/her own), the applicable Appointing Authority, the City Manager and the Office of Human Resources. Within ten (10) days from the receipt of the advisory arbitration's opinion, the Confidential Employees Association (or employee if proceeding on his/her own) and the applicable Appointing Authority 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 positions. Within 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 Confidential Employees Association, the employee and to the applicable City Appointing Authority.

The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. If the City Manager modifies the advisory opinion, he/she may increase, decrease or otherwise modify the penalty or relief as recommended by the arbitrator. In no case, however, may the City Manager increase the penalty above that imposed by the Appointing Authority. 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.

13. BENEFIT PAY-OFF UPON SEPARATION FROM CITY SERVICE

A. Vacation Payment

All Confidential employees who separate from City service shall be paid for accumulated vacation.

a. Sick Leave Payment

All accrued, unused 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.

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 (10) 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 fifteen (15) 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 fifteen (15) 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 twelve full years of continuous City service at the time of separation would receive a pay-off for thirty-six percent (36%) (12 x 3%) of his/her accumulated sick leave, and an employee with eighteen years of continuous City service at the time of separation would receive a pay-off for seventy-two percent (72%) (18 x 4%) of his/her accumulated sick leave.

b. Severance Payment

In addition to the layoff provisions of the Personnel Rules, any Confidential employees 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.

14. AGENCY SHOP

A. Legislative Authority

The parties mutually understand and agree that as a result of State of California adoption of SB 739, all full time and part-time benefited employees represented by the City of Beverly Hills Confidential Employees Association have the right to join or not join the Association. However, the enactment of a local “Agency Shop” requires that as a condition of continuing employment, employees in the respective bargaining unit must either join the Association or pay to the Association a service fee in lieu thereof. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

c. Association Dues/Service Fees

~~Effective July 1, 2008, t~~The Human Resources Office shall provide all ~~current full time benefited employees and any full time and part time benefited~~ employees hired ~~thereafter, into the unit~~ with an authorization notice advising them that Agency Shop for the Association has been enacted pursuant to state law and an agreement exists with the Association, and that all employees subject to the Agreement must either join the Association, pay a service fee to the Association, or provide proof of membership in a religious organization which holds historic opposition to membership in a labor organization. Such notice shall include a form for the employee’s signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have 14 calendar days from the date they receive the form to fully execute it and return it to the City’s Human Resources Office.

If the form is not completed properly or returned within 14 calendar days, the City shall commence and continue a payroll deduction of service fees from the regular biweekly paychecks of such employee. The effective date of Association dues, service fee, or charitable contribution shall begin no later than the beginning of the first pay period commencing 14 calendar days after receipt of the authorization form by the employee.

The employee’s earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care and insurance deductions) have priority over Association dues and service fees.

d. Religious Exemption

Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall upon presentation of active membership in such religion, body, or sect, not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or agency shop fees, to pay sums equal to the dues, initiation fees or agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in a memorandum of understanding between the City and the Association, or if the memorandum of understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within 14 calendar days of receipt by the City. The Association shall have 14 calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be made by regular payroll deductions only.

e. Rescission

The agency shop provision in this MOU may be rescinded by a majority vote of all the employees in the unit covered by the MOU, provided that:

A request for such a vote is supported by a petition containing the signatures of at least 30 percent of the employees in the unit;

The vote is by secret ballot;

The vote may be taken at any time during the term of the MOU, but in no event shall there be more than one rescission vote taken during that term. Notwithstanding the above, the City and the Association may negotiate, and by mutual agreement provide for, an alternative procedure or procedures regarding a vote on an agency shop agreement.

If a "rescission vote" is approved by unit members during the term of a current memorandum of understanding, the Association agrees not to petition for or seek Agency Shop status for the duration of the current memorandum of understanding.

f. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with

the agency fee obligation including claims relating to the Association's use of monies collected under these provisions. The City reserves the right to select and direct legal counsel in the case of any challenge to the City's compliance with the agency fee obligation, and the Association agrees to pay any attorney, arbitrator or court fees related thereto.

g. Election

Prior to the implementation of this provision, the Association conducted an election at an open meeting held on May 13, 2008 to which the Association invited each eligible bargaining unit member, whether or not he/she is a current Association dues paying member. All eligible unit members in attendance were allowed to participate during discussion and voting, irrespective of current membership in the Association. A ballot was signed in support of an Agency Shop for the Confidential Employees Association and a representative of the City has concluded that the majority of signatures casted prevail.

15. 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 the 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.

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

16. ASSOCIATION RELATED BUSINESS

A. Association Representatives

The Association ~~has previously~~shall ~~submitted~~ a current list of Association representatives (Board Members and alternates) to the Assistant Director of Administrative Services/Human Resources ("Director") ~~or designee.~~ Any changes to this list shall be submitted to the Director or designee within ten (10) working days following such changes.

B. Representational Time-Off

The City shall allow three Association employee representatives reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation or as may be required by the Grievance Procedure or to represent an employee in a disciplinary matter.

C. Use of City Facilities

Representatives of the Association may use City facilities for general membership meetings with the City as long as approval and prior clearance from the Director or designee are obtained. The Association may hold meetings during the noon hour in facilities that are available, subject to approval by the Director or designee.

D. Association Business and Training

The Association shall have a bank of 150 hours per contract year for use in conducting Association business. These hours cannot be carried over into the next contract year. The President of the Association may be asked to provide a record of the time used by the Director at any time and shall produce such record in a reasonable period of time. Association representatives utilizing this time shall notify their supervisors and shall endeavor to provide as much advance notice as possible.

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

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

City of Beverly Hills _____ Beverly Hills Confidential Employees Association

FOR THE BEVERLY HILLS CONFIDENTIAL EMPLOYEES ASSOCIATION

_____ Date

_____ Date

Date

Jeff Natke

Date

FOR THE CITY OF BEVERLY HILLS

Sandra Olivencia-Curtis

Date

Shelley Ovrom

Date

Peter Brown

Date

|

|

Exhibit A – List of Classifications Represented by the Confidential Employees Association

City Clerk Specialist

Executive Assistant I

Executive Assistant II

Executive Assistant III

Human Resource Associate I

Human Resource Associate II

Human Resource Associate III

Human Resource Specialist

Office Assistant I

Office Assistant II

Office Assistant III

Risk Management Coordinator

Staff Assistant