Attachment 11

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

THE BEVERLY HILLS MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION

October ~~6~~1, 2015~~3~~ - September 30, 2019~~5~~

TABLE OF CONTENTS

Page

1. SALARIES AND BONUS PROGRAMS 2
   - A. Salary Increases 2
   - B. Pay for Performance Program 2
   - C. Merit Bonus Program 3
2. APPOINTMENT AND ADVANCEMENT 4
   - A. Appointments 4
   - B. Merit Step Advancement 4
   - C. Special Merit Advancement 5
   - D. Salary Review 5
   - E. Superior - Subordinate Relationships 5
3. RECLASSIFICATION, PROMOTION, AND Y-RATING 6
   - A. Reclassification 6
   - B. Y-Rating 6
   - C. Compensation after Promotion or Upward Reclassification 6
4. WORK WEEK AND WORK SCHEDULES 6
5. LEAVES 7
   - A. Holidays 7
   - B. Personal Holiday 8
   - C. Vacation 8
   - D. Sick Leave 10
   - E. Bereavement Leave 10
   - F. Jury Duty Leave 11
   - G. Witness Leave 11
   - H. Professional Development Program 11
   - I. Leave Without Pay 12
   - J. Administrative Leave 13
6. LEAVE PAYOFF UPON SEPARATION FROM CITY SERVICE 13
   - A. Sick Leave Pay-Off 13
   - B. Vacation Pay-Off 14
7. HEALTH BENEFITS 14
   - A. Cafeteria Plan and Benefits 14
   - B. Additional Benefits (non-Cafeteria Plan benefits) 17
8. DEFERRED COMPENSATION 17
   - A. City Contribution to Deferred Compensation 17
   - B. Employee Contribution to Deferred Compensation 17
   - C. Conversion of Sick Leave to Deferred Compensation 17
9. INDUSTRIAL INJURY 18
   - A. Salary Continuance 18
   - B. Concurrent Sick Leave Usage 18
   - C. Benefits Continuation 19
10. RETIREE MEDICAL INSURANCE 19
   - A. Retiree Medical Insurance Program prior to January 1, 2010 19

B. Retiree Medical Insurance Program for employees hired January 1, 2010 or later....21
C. Provision Applicable to All Retirees....21
D. Alternative Retiree Medical Program (ARMP)....21
11. CALPERS RETIREMENT BENEFITS....22
A. For "Classic Member" Employees....22
B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)....22
C. Optional Benefits for All Employees....23
12. MANAGEMENT RIGHTS....23
13. ASSOCIATION/CITY DISPUTE RESOLUTION....24
14. EXEMPT/AT-WILL EMPLOYMENT....25
15. SAVINGS CLAUSE....25
16. DUES/FEES DEDUCTION....25
17. AGENCY SHOP....25

EXHIBIT "A": LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION
EXHIBIT "B": SALARY SCHEDULES
EXHIBIT "C": DEFINITIONS OF "NEW MEMBER" AND "CLASSIC MEMBER" PER THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

The Management and Professional Employees Association of Beverly Hills, (herein after referred to as "M & P Association") a formally recognized employee organization, representing all of its members within the Management and Professional Unit (herein after referred to as "Employees"), and duly authorized representatives of the Management of the City of Beverly Hills (herein after referred to as "the City") have met and conferred in good faith, fully exchanging information, opinions and proposals, and have reached the following agreement (hereinafter referred to as "MOU" or "agreement") within the scope of representation. A list of all of the classifications represented by the Association is attached to this MOU as Exhibit "A".

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

1. Integration. This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505, et seq. and supersedes all prior Memoranda of Understanding and verbal agreements between the parties hereto. It is recognized that there exists now certain past practices, policies or procedures that are in force and effect which affect wages, hours and working conditions. To that extent, it is agreed that such practices, policies and procedures shall remain in full force and effect during the entire term of this agreement, unless they are inconsistent with the provisions of this MOU, or unless they are changed by agreement of the parties.

2. Term: Unless otherwise specified herein, this MOU shall be effective October 1~~6~~, 2015~~3~~ and shall expire on September 30, 2019~~5~~.

3. ~~D~~The following definitions apply to this MOU:~~of the word~~

   "Day": The word "day" in this agreement refers to calendar days unless specifically designated as working days.

   "Appointing Authority": refers to each employee's department head.

   "Payroll Year": refers to year ending with the last full pay period in December that also has a pay day in December.

1. SALARIES AND BONUS PROGRAMS

~~Effective June 28, 2014 employees will receive a base salary increase of ten percent (10.0%). Any employees in the unit who were subject to having their compensation Y-~~

~~Rated, on the date of adoption of the MOU by the City Council shall receive an 8.64% base salary increase.~~

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

A. Salary Increases:

Effective in the pay period that includes October 1, 2015, employees will receive a base salary increase of two percent (2.0%).

Effective in the pay period that includes October 1, 2016, employees will receive a base salary increase of two and one quarter percent (2.25%).

Effective in the pay period that includes October 1, 2017, employees will receive a base salary increase of two and one-half percent (2.5%).

Effective in the pay period that includes October 1, 2018, employees will receive a base salary increase of three percent (3%).

The salary schedules for the duration of the MOU are attached hereto as Exhibit "B".

~~A.~~B. Pay for Performance Program

The City of Beverly Hills strives to be a high performance organization, to recognize employees as our most important resource, and to value them for their adaptability, dedication, initiative and contributions to meaningful results. The Management and Professional employees are expected to be among the top performing employees in the City. It is through their leadership and performance that the City can achieve its goal of being a high performance organization. ~~The City agrees that members of the unit shall receive a performance evaluation once each year.~~

To achieve the goal of high performance, the parties have established this pay for performance plan. Under the plan any member of the unit shall be eligible to receive an annual lump sum payment effective at the beginning of the payroll period following which the employee's eligibility is established.

~~Employees are eligible to receive up to five percent (5%) of their base salary for pay for performance in a lump sum payment. The determination as to whether an employee is eligible for pay for performance is based on whether he/she receives a performance evaluation which satisfies the following criteria: 1) the employee receives a total of at least eight points for the Ratings of Performance Categories, valued as follows: two points for each Rating of "exceeds often" and one point for each Rating of "exceeds sometimes"; and 2) the employee does not receive any performance rating of "Unsatisfactory." If the employee is eligible for pay for performance, the evaluator of the employee will determine the appropriate level of pay for performance.~~

For the purposes of the Pay for Performance (PFP) program, the City agrees that members of the unit shall be evaluated annually upon his/her annual evaluation date (usually the anniversary of the date the employee was hired or promoted into his/her position). Employees who do not receive their annual performance evaluation within 45 days of its due date, may file a request with the Human Resources Department for issuance of the evaluation, including an assessment of their pay for performance pay. The Human Resources Department will contact the City Manager's office to help ensure the evaluation is issued within 30 days.

The determination as to whether an employee is eligible for pay for performance is based on whether he/she receives a performance evaluation which satisfies the following criteria: 1) the employee receives a total of at least eight points for the ratings of performance categories, valued as follows: two points for each rating of "Exceeds Often" (EP) and one point for each rating of "exceeds sometimes" (ES); and 2) the employee does not receive any performance rating of "Unsatisfactory."

Employees are eligible to receive up to five percent (5%) of their base salary for pay for performance in a lump sum payment. If the employee is eligible for pay for performance, the department head of the employee will determine the pay for performance award.

During the 2015/16 Fiscal Year (for evaluation periods with end dates of July 1, 2015 through June 30, 2016), employees will be eligible to receive a PFP award based upon the employee's evaluation for that fiscal year.

For Fiscal Year 2016/17 (for evaluation periods with end dates of July 1, 2016 through June 30, 2017) and thereafter, evaluations will be issued in accordance with the employee's normal evaluation period. However, the determination of PFP awards for all employees who meet the established eligibility criteria will be made following the end of each fiscal year (no later than 60 days following the end of the fiscal year).

As an example: An employee whose evaluation period is January 15th – January 14th each year will be eligible for PFP awards as follows:

- For the evaluation ending January 14th, 2016, the employee will be eligible for a PFP award at the time the evaluation is issued (on or near January 14th, 2016).
- For the evaluation period ending January 14th, 2017, the employee will be eligible for a PFP award after the end of the Fiscal Year (no later than September 1, 2017).

The parties agree that to the extent permitted by law, pay for performance pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) Incentive Pay.

C. Merit Bonus Program

The Merit Bonus Program is designed to recognize exceptional performance within an employee's own classification, the performance of work associated with a higher-level classification for an extended period of time, or for the execution of special projects in which an employee participates. An Appointing Authority may make a recommendation to the City Manager, as submitted through the Human Resources Office, that an employee receive a lump sum bonus of 1-10% of his/her base salary.

The bonus shall not be treated as base salary and shall be in addition to any other compensation or bonuses provided by this MOU.

2. APPOINTMENT AND ADVANCEMENT

A. Appointments

The Appointing Authority~~(as defined throughout this MOU as each employee's Ddepartment hHead or designee)~~, with the approval of the Assistant Director of Administrative Services/Human Resources~~-~~ or the City Manager, as required, may make appointments ~~to or advancements~~ within the prescribed salary range ~~schedule~~ for any management or professional position.

Normally, every appointment will be made at the first step of the ~~salary~~ prescribed range. However, in the event an appointment is made at other than Step 1,~~ the following procedure shall be adhered to:~~

~~1)~~ ~~T~~the Appointing Authority shall submit, in writing, to the Assistant Director of Administrative Services/Human Resources, recommendations and justification for appointment at other than Step 1.

Appointments to Step 2 or Step 3 require the approval of the Assistant Director of Administrative Services/Human Resources.

~~2)~~ Appointments to Step 4 or Step 5 shall require the additional approval of the City Manager.

B. Merit Step Advancement

Unless otherwise provided by this MOU, every employee shall receive step advancements within the 5 step range in the following manner:

1) For employees starting at Step 1 of the salary range: Upon successful completion of the six months of service in his/her assignment in a

classification in this unit, an employee shall receive (effective on the first day of the pay period following ~~that begins after~~ the completion of six months~~ period~~) a salary step increase to Step 2 of the prescribed schedule. Annually thereafter,~~Subsequently, each year on his/her anniversary date in a position,~~ the employee shall ~~(effective on the first day of the pay period that begins after his/her anniversary date)~~ be eligible for salary step increases to~~for~~ Steps 3 through 5 (effective on the first day of the pay period that begins after completion of each additional year), provided that~~ the~~ he/she~~employee~~ has received an evaluation with an overall rating of at least satisfactory;~~ such increase is recommended by the employee's supervisor and the Appointing Authority and is approved by the Assistant Director of Administrative Services/Human Resources. Movement between Step 2 and 3, Step 3 and 4 and Step 4 and 5 are in one year increments unless otherwise approved by a Department Head who may recommend movement of more than one step~~.

2) For ~~In the event an~~ employees ~~is~~ appointed to Step 2, 3, or 4:~~a step above the first~~: Upon successful completion of one year of service in a classification, ~~he/she shall not be eligible for a salary step increase after six months, but~~ an employee shall be eligible for a salary step increase to the next step ~~upon the completion of one year of service,~~ (on the first day of the pay period that begins after one year of service has been completed) and each year annually thereafter, provided ~~the employee~~ he/she has received an evaluation with an overall rating of at least satisfactory.

3) All merit increases are recommended by the employee's supervisor and the Appointing Authority and approved by the Assistant Director of Administrative Services/Human Resources. Movement between Step 2 and 3, Step 3 and 4, and Step 4 and 5 are in one year increments unless otherwise approved by the Appointing Authority who may recommend movement of more than one step.

C. Special Merit Advancement

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

D. Salary Review

A member of the Association is permitted to make a request by December 15 of any year to have his/her salary reviewed by the City Manager or designee who will consider the request and respond prior to the City Council budget presentation as to whether an increase is warranted. The City Manager's decision is totally within his/her discretion and not subject to challenge or appeal per the dispute resolution process of the parties.

E. Superior - Subordinate Relationships

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

In such a relationship, the superior shall be paid a monthly salary rate above his/her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his/her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his/her highest paid subordinate.

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

Excluded from salary computations are any bonuses paid, shift differentials, overtime payments, or any additional payment paid to a position.

~~F. Merit Bonus Program~~

~~The Merit Bonus is designed to recognize the exceptional performance of Management & Professional Employees. An Appointing Authority may make a recommendation to the City Manager, as submitted through the Human Resources Office, that an employee receive an amount equal to 1-10% of his/her base salary for such exceptional performance.~~

~~The bonus will be reviewed annually and shall not be treated as base salary. This bonus shall be in addition to any other provided by this MOU.~~

3. RECLASSIFICATION, PROMOTION, AND Y-RATING

A. Reclassification

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

1) The employee has held the position which was reclassified for a minimum of ninety (90) days immediately prior to the reclassification; and

2) The employee meets the qualifications established for the reclassified position.

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

B. Y-Rating

The City may offer to "Y"-rate an employee whose position has been eliminated, reclassified downward or for some other reason which has caused the compensation of a position to be reduced. In the event an employee in a position is Y-rated the employee's monthly base salary shall not be increased until the monthly base salary of the position held by that employee exceeds the monthly salary paid to that employee.

C. Compensation ~~A~~after Promotion ~~O~~or Upward Reclassification

Every employee who is promoted or who is appointed to a position which is reclassified upward shall be appointed to the first step of the salary range~~schedule~~ of the new classification ~~or~~ or the step that is at least 5.5% above his/her current base salary ~~the step and schedule of his/her previous classification~~, whichever is higher.

4. WORK WEEK AND WORK SCHEDULES

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/8 or 4/10 work schedule, it shall begin on Satur~~un~~day at 12:00 a.m. and end at 11:59 p.m. the following ~~Satur~~Friday. 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 ~~E~~employee is required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

- A 5/8 schedule consists of a weekly work schedule of 5 consecutive workdays, of 8 ~~consecutive~~ work hours each.

- A 9/80 schedule consists of alternate ~~work~~weeks of one week that includes 4 consecutive workdays of 9 ~~consecutive~~ hours each, followed by 5 consecutive workdays within the next week, 4 consecutive days of

which consist of 9 ~~consecutive~~ work hours each and 1 day of 8 ~~consecutive~~ work hours.

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

- Work hours above are consecutive, exclusive of the employee's unpaid meal break.

The department head retains the right to make de minimis changes to the start and end time of the employee(s) work shift schedule (i.e., changing the start time and end time of an employee's workday by one hour or less ~~from its regularly appointed time~~). The department head will provide 30 days' notice of such a schedule change. In recognition of the impact that schedule changes have on employees, another such schedule change in the 12-month period following the initial schedule change will require at least 90 days' notice.

However, any other changes to an employee(s) work schedule may be made by mutual agreement of the parties. In the event a major schedule change (i.e., from a 4/10 to a 9/80 or vice versa) is proposed within a department or city wide, to which the employee(s) has objections or concerns, the Association may request to meet and confer prior to the implementation of the new schedule and the City will meet within 14 days.

5. LEAVES

A. Holidays

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

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

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

B. Personal Holiday

Employees shall be entitled to two additional paid holidays each fiscal year. These holidays may be taken at the employee's discretion subject to his/her Appointing Authority's or designee's approval. The employee shall request these holidays in writing. If an employee does not use his/her personal holidays earned within the fiscal year, he/she will not earn an additional personal holiday in the next fiscal year. The parties encourage employees in the unit to use their personal holidays. Department ~~H~~heads or designees will not act unreasonably in granting requests to use personal holidays. Employee shall be granted the initial allocation of two personal holidays upon hire and may use them beginning immediately.

C. Vacation

1) Authorization for Taking Vacation

Employees hired into this bargaining unit from outside the City must complete six months of service and obtain approval from the Appointing Authority, to take accrued vacation leave. However, if a bargaining unit member is promoted to another position within the unit, is transferred within the unit, ~~or~~ changes positions within the unit~~,~~ or is promoted into the unit from another unit, he/she may be authorized to take vacation without having to wait six months.

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

2) Holidays During Vacations

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

3) Vacation Accumulation

Vacation credit shall be accrued bi-weekly by ~~E~~employees at the following rates:

FIRST YEAR OF SERVICE	BEGINNING THE 2ND YEAR THROUGH THE END OF THE 14TH YEAR OF SERVICE	BEGINNNING THE 15TH YEAR OF SERVICE
3.08~~7~~ Hours	4.62~~0~~ Hours	6.15~~3~~ Hours
Bi-weekly	Bi-weekly	Bi-weekly
80 hrs/year	120 hrs/year	160 hrs/year

Employees who have ~~not~~ completed ~~more than four but not more than~~ fourteen years of service or less may not accumulate more than 400 hours of vacation at any time. Such employees with 400 hours of accumulated vacation on the books will not continue to accrue vacation until their balance falls below 400 hours.

Employees who have completed more than fourteen years of service may not accumulate more than 520 hours of vacation at any time. Such employees with 520 hours of accumulated vacation on the books will not continue to accrue vacation until their balance falls below 520 hours.

~~Employees with more than fourteen years of service whose vacation accumulation at the beginning of a calendar year is less than 400 hours may accumulate annual vacation which will result in their balance being above 400 hours. However, if at the end of any calendar year the vacation accumulation is above 400 hours, they will not continue to accrue vacation until the balance falls below 400 hours, whereupon they will then continue to accrue vacation during that calendar year.~~

At the end of any payroll year, (defined herein as the last full pay period in December that also has a pay day in December)~~At the end of each calendar year, upon the employee's request~~, an employee with 240 hours or more of accumulated vacation can receive a cash payment for up to 80 vacation hours earned but not taken during the ~~calendar~~ payroll year. The payment will be made in January at which time the employee's vacation accrual will be reduced by the number of hours requested to be paid.

D. Sick Leave

Every ~~E~~employee shall accrue sick leave at the rate of 3.69~~8~~ hours for each completed bi-weekly period of employment. During years in which there are 27 pay dates, there will be no sick leave accrual during the 27th pay date. ~~Sick leave shall be made available for employees to use upon the completion of six (6) months service in City employment .~~ During the first six (6) months of employment, an employee may use up to three (3) days of sick leave. After six (6) months, employees may use any sick leave they have accrued.

~~1) 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 as when added to his/her disability indemnity will result in a payment to him/her of not more than his/her full salary.~~

1) Use of Sick Leave

Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, spouse, sibling or registered domestic partner. Up to half of the employee's annual accrual (48 hours) of sick leave may also be used to care for a parent-in-law, grandchild or grandparent.

2) Sick Leave Incentive

After completion of one full year of service, ~~E~~employees who use twenty-seven (27) hours or less of sick leave each payroll year ~~who accumulate 72 hours or more of sick leave in any fiscal year,~~ may receive cash payment for up to 27~~4~~ hours of such sick leave during the month of January of the next succeeding year. The sick leave shall be paid at the employee's then existing rate of pay. ~~The limit of payoff shall be 24 hours per year.~~

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

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

F. Jury Duty Leave

Upon receipt of a jury summons, employees should notify their appointing authority so that the request for jury duty can be considered relative to the pending projects of the department. This notification will give the appointing authority and employee an opportunity to discuss whether or not a postponement is necessary.

1) An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.

2) If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.

3) An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

~~F.~~G. Witness Leave

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a matter other than one to which the employee is a party~~, or who 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 service shall be paid (less transportation allowance, if any) to the City. This section is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment. Per California Labor Code §230(b), an employee shall also be allowed time off without pay to appear at a matter outside the scope of his/her employment in which the employee is a party.

~~Upon receipt of a jury summons, Employees should notify their appointing authority so that the request for jury duty can be considered relative to the pending projects of the department. This notification will give the appointing authority and employee an opportunity to discuss whether or not a postponement is necessary.~~

~~G.~~H. Professional Development ~~Program~~Leave (Sabbatical Leave)

~~1)~~ A City-paid ~~P~~professional ~~D~~development leave of absence (sabbatical leave) program shall be established with the following privileges and restrictions:

1) The granting of sabbatical leaves shall be at the sole discretion of the City Manager and not subject to a challenge, appeal or grievance if denied.

2) Approval of requests for sabbatical leave shall be based on the following criteria:

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

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

   c. Coordination with departmental priorities and workload.

d. Employee's performance record.

(1) Sabbatical leaves may allow up to Five Hundred Dollars ($500) for expenses.

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

(2) Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing his/her activities prior to final approval of such programs.

(3) Typical Sabbatical Leave Programs might include internships, on-loan executive programs, educational programs, travel study programs, or authorship sabbaticals.

~~H.~~I. Leave Without Pay

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

~~I.~~J. Administrative Leave

Each ~~E~~employee will be granted 80 hours of Administrative Leave (a pro-rated amount for the first year in the unit from when the employee becomes a member of the unit) each calendar year (all of which is available for use starting on January 1 of each year, but which accrues (for purposes of cash-out in case a unit member leaves the City) pro-rata during each pay period throughout the year) pursuant to the following:

1) 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 Employees. Use of administrative leave shall be approved by the employee's department head or designee, noting the needs of the department and the necessity of having Management and

Professional employees ~~personnel~~ available for the effective functioning of the department.

2) Administrative Leave as provided herein is non-cumulative between calendar years. At the end of each calendar year, upon employee request, the employee will receive cash payment for up to 40 hours of administrative leave earned but not taken as time off during the calendar year. If, after cashing out up to 40 hours of Administrative Leave an employee still has Administrative Leave on the books, for the following calendar year he/she will only accrue (during each pay period) that amount of Administrative Leave which (when added to the carried over Administrative Leave from the prior calendar year) will result in the employee accruing 80 hours of leave. For example, if an employee has 60 hours of Administrative Leave at the end of the year and cashes out 40 of those hours, in the following calendar year, he/she will accrue 60 hours of Administrative Leave. This is so, notwithstanding that he/she may use his/her annual allotment of such leave during any time during the year.

6. ~~16.~~ LEAVE PAYOFF UPON 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 all accumulated sick leave pay-off upon separation from employment with the City, as set forth below.

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

1) For the first 7 full years of service - 21% of accumulated sick leave.

2) 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%.

3) 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~~be paid for all accumulated vacation at the time of separation at his/her~~. The rate of payoff shall be calculated at the~~ rate of pay in effect 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.

7. HEALTH BENEFITS ~~INSURANCE PROGRAM~~

~~J. Health and Welfare Benefits~~

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

~~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)~~

A. Cafeteria Plan and Benefits

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

~~a. Benefits provided through~~ 1) Cafeteria Plan Benefits:

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

~~b.~~ 2) The Purchase of Optional Benefits Through the Cafeteria Plan:

The cafeteria plan offers employees the opportunity to purchase medical, dental and optical insurance as provided below.

~~For the remainder of calendar year 2013, employees 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 set forth below includes the PERS statutory minimum paid by the City.)~~

~~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~~ October 1, 2015 through December 31, 2017~~5~~, employees shall be provided with the amount of $2,100.00 per month for the purchase of the optional medical, dental and optical insurance benefits. The $2,100.00 per month is inclusive of the CalPERS statutory minimum for employees who participate in CalPERS medical insurance).

Effective January 1, 2018, employees shall be provided with the amount of $2,150.00 per month for the purchase of the optional medical, dental and optical insurance benefits.

Effective January 1, 2019, employees shall be provided with the amount of $2,250.00 per month for the purchase of the optional medical, dental and optical insurance benefits.

~~(1)~~ a. Medical Insurance

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 the employee's hire date. The City will contribute the PERS statutory minimum on behalf of each participant in the program.

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

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described

above, employees will be limited to those plan options offered by CalPERS.

For each of the plans, employees will also be able to choose the benefit for the employee, employee + 1 or employee + family. Covered employees are required to participate in CalPERS medical insurance under one of the available options. However, an employee may opt out of medical insurance if the employee provides proof of group medical insurance coverage (e.g., coverage under a spouse's employer's plan) that is compliant with the Affordable Care Act ("ACA"). ~~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.~~

If at any time during the term of the MOU, the City is subject to penalties under the ACA, the parties agree to reopen negotiations on that provision of the cafeteria plan subjecting the City to such penalties for the limited purpose of making changes to ensure that such penalties are avoided.

~~(2)~~ b. 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)~~ c. 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.

3) ~~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.

4)~~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.

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

B. Additional Benefits (non-Cafeteria Plan benefits):

1) ~~2)~~ City Provided Long Term Disability Insurance: The City provides long term disability insurance for each employee which provides for two-thirds (2/3) of monthly salary up to a maximum of $7,500 per month, with a~~n~~ 30-day elimination period. Effective the beginning of the month following

approval of this MOU, the maximum benefit will be increased to $9,000 per month. 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.

2) City Provided Term Life Insurance:~~Mandatory Health and Welfare Benefits~~: The City will provide for each employee a ~~following are benefits that all employees are included in at the City's cost:~~ term life insurance policy valued at $100,000 ~~policy~~, which will increase to $125,000 effective the beginning of the month following approval of this MOU. ~~and disability insurance which provides for two thirds (2/3) of monthly salary up to a maximum of $7,500.00 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.~~

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.

8. DEFERRED COMPENSATION

~~K.~~A. City Contribution to Deferred Compensation:

The City shall contribute $50.00 per month on behalf of each ~~E~~employee to the~~a~~ City's deferred compensation plan~~rogram~~.

B. Employee Contribution to Deferred Compensation

Employees may elect to contribute from their regular wages deferred compensation up to the IRS-established limits. 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 deferred compensation accounts.

C. Conversion of Sick Leave to Deferred Compensation

Employees may choose to contribute part of their accumulated sick leave to deferred compensation. The converted 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) Contribution amounts and deferral limits will be governed by IRS Code restrictions and the deferred compensation plan rules related to ~~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" contributions.

~~4) A contribution shall not exceed the amount which will bring the annual deferral to the maximum allowed by law.~~

~~5~~4) ~~The contribution will be calculated at the then existing sick leave payoff percentage.~~An employee may only convert the amount of sick leave he/she would be eligible to receive if he/she separated from service at the time of the sick leave conversion to deferred compensation.

a. ~~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.~~

9. INDUSTRIAL INJURY

A. 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 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 pay.

For any employee to qualify for this pay, the Appointing Authority must notify Human Resources in writing immediately upon receiving knowledge of a work incurred injury.

B. Concurrent Sick Leave Usage:

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 as when added to his/her disability indemnity will result in a payment to him/her of not more than his/her full salary.

5) **C. Benefits Continuation 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.

6. 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.~~

~~7.~~10. RETIREE MEDICAL INSURANCE

A. Retiree Medical Insurance Program prior to January 1, 2010:

1) For Employees Hired or Promoted into the Unit after July 1, 1981 and Prior to December 2, 1997:

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 under a CalPERS plan 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.

2) 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 retiree medical insurance~~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 and~~,~~ 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 for employees who continue CalPERS medical coverage after

retirement. (tThe employee retiree will receive a reimbursement check or electronic funds transfer 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 PERS Care -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.

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

f. 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.

3) To the extent that any provisions of AB 410 (effective January 1, 2014) are contrary to those provided herein, the provisions of AB 410 shall apply.

B. Retiree Medical Insurance Program for Employees hired January 1, 2010 or later

31) For Employees Hired On Oor 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.

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.

4) ~~Retirees Purchasing Additional Insurance If Funds Are Insufficient to Cover Cost of Chosen Benefits~~

C. Provision Applicable to All Retirees

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 select any CalPERS plan and pay the additional cost directly to ~~purchase such insurance through~~ CalPERS ~~by paying the additional amount in excess of the City contributions~~.

~~5~~) D. Alternative Retiree Medical Program (ARMP)

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.

~~8.~~11. CALPERS RETIREMENT BENEFITS

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

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

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

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

3) Payment of Employee/Member Contribution: Classic Members ~~will~~ pay their 8% Member Contribution~~ effective on 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)

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

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

3) Payment of Employee/Member Contribution: ~~Effective October 5, 2013 n~~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.

~~9. 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.~~

~~10.~~12. MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to layoff hire, promote, demote, transfer, assign, schedule (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.

~~11.~~13. 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.

~~12.~~14. 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.

~~13.~~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 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.

~~14.~~16. DUES/FEES 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.

~~15.~~17. 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.

~~16. 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:~~

~~1) For the first 7 full years of service - 21% of accumulated sick leave.~~

~~2) 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%.~~

~~3) 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.~~

~~17. 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.~~

MANAGEMENT AND PROFESSIONAL EMPLOYEES ASSOCIATION

Charles Ackerman	Date
~~Brenda Lavender~~	~~Date~~
Brad Meyerowitz	Date
Robert Wexler	Date

FOR THE CITY OF BEVERLY HILLS

Shelley Ovrom	Date
Peter Brown	Date

EXHIBIT "A"
LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

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

EXHIBIT "C"~~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.