

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

**BEVERLY HILLS
POLICE MANAGEMENT ASSOCIATION**

May 24, 2022 – June 30, 2025

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BEVERLY HILLS POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING

The Beverly Hills Police Management Association, a formally recognized employee organization, representing all Police Captains and Police Lieutenants (hereinafter "employees"), and duly authorized representative of the management of the City of Beverly Hills, (hereinafter "City") have met and conferred in good faith and have reached this Memorandum of Understanding (hereinafter "MOU").

Now, therefore, the parties agree and mutually recommend to the City Council of the City of Beverly Hills (hereinafter "City Council") the following for its determination:

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

The City recognizes that certain past practices may be identified during the term of this MOU which should have been included in this document but, due to inadvertent omission, are not set forth herein. Mutual agreement between the parties shall be necessary to implement change to such past practices. All other practices, policies and procedures affecting wages, hours and working conditions may be changed only after a meet and confer process has been conducted between the parties. However, the parties agree neither party may compel the other party to negotiate regarding proposed changes to any matter within the lawful scope of bargaining (wages, hours and other terms and conditions of employment) during the term of this MOU. This is known as a "zipper clause." The parties agree that during the term of this MOU, either side may request to reopen negotiations on the subject of modifications to performance evaluations.

2. **Term:** Unless otherwise specified herein, this MOU shall be effective beginning May 24, 2022 and shall expire June 30, 2025.

1. SALARIES

Effective the pay period including May 24, 2022 employees will receive a base salary increase of eight percent (8.0%).

Effective the pay period including October 1, 2022, employees will receive a base salary increase of three percent (3.0%).

Effective the pay period including June 1, 2024, employees will receive a base salary increase of three percent (3.0%).

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

2. OVERPAYMENT

If an employee receives more compensation (whether in the form of salary, overtime or any other form of compensation contained in this MOU), than he/she is entitled to receive (i.e., is overpaid), the City will inform the employee. The City will work with the employee to reconcile the overpayment and if overpaid will work to try to create a repayment schedule.

3. APPOINTMENT AND ADVANCEMENT

A. Placement and Movement on the Salary Schedule

All employees will have initial salary placement at and advance through the steps on the salary schedule (Attached hereto as Exhibit "A"). In no event will salary placement be outside a step on the established salary schedule.

Employees promoted to Lieutenant shall be placed at Step 3 on the Lieutenant salary range. Annually thereafter (i.e., the anniversary date), upon receipt of a performance evaluation of "meets standards" or better, the Lieutenant shall be eligible to receive a pay step increase until the Lieutenant reaches the top step of the salary range. The effective date of the step increase shall be the first day of the pay period following his/her anniversary date.

A Lieutenant promoted to Captain who is at the top step of the Lieutenant salary range, shall be placed at the top step of the Captain salary range. A Lieutenant who is not at the top step of the Lieutenant salary and who is promoted to Captain shall be placed on the step of the Captain salary range which is at least 5.5% higher than the step to which the employee is at on the Lieutenant salary range at the time of promotion. Annually thereafter (i.e., the anniversary date), upon receipt of a performance evaluation of "meets standards", the Captain will receive a pay step increase until he/she reaches the top step on the salary range. The effective date of the step increase shall be the first day of the pay period following his/her anniversary date.

An employee's step increase may be withheld or delayed only if his/her overall performance is less than "meets standards" and his/her evaluation is given timely (i.e., within one calendar week of the first day of the pay period following his/her anniversary date).

B. Probationary Period

Every employee shall serve a probationary period of twelve (12) months. Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

The City has the right to extend an employee's probation as follows:

1. For the length of any leave of absence or time on modified duty while on probation in excess of one calendar week; and/or
2. At the discretion of the Chief of Police up to six months.

C. Separation of Rank

The parties agree that the top step of the Captain salary range shall be at least twelve percent (12%) higher than top step of the Lieutenant salary range.

The parties agree that the top step of the Lieutenant salary range plus the monthly amount of deferred compensation paid to a Lieutenant shall be at least 19% higher than the top step for Police Sergeant plus the amount of deferred compensation paid to a Sergeant.

D. Special Merit Advancement

The City Manager may authorize the advancement of an employee to any step within the prescribed schedule earlier than he/she would normally be eligible. Special merit increases shall require a written recommendation of the Chief of Police or his/her designee, as submitted to the Human Resources Director. Such salary increases shall be effective on the first day of the pay period following the approval of the City Manager, unless a different effective date is specified by the City Manager. An employee will be eligible for his/her next scheduled increase one year after the date of the special merit advancement, and annually thereafter.

E. Acting Assignments

Every employee temporarily assigned to a classification higher than his/her regularly assigned classification shall receive acting assignment pay while so assigned.

While acting, the employee's base monthly salary shall be 5.5% above his/her present base monthly salary, provided that this additional amount shall not exceed the top step nor be lower than the first step of the higher classification. Acting assignments shall be recommended by the Chief of Police or his/her designee and approved by the Human Resources Director or designee.

To be eligible for acting pay, the employee has to meet the minimum qualifications for the higher classification and be capable of performing the essential functions of the higher classification.

Employees assigned to an acting assignment shall not acquire status or credit for service in the higher classification and may be returned to their regular classification at any time.

F. Y-Rating

In the event an employee in a position is Y-rated the employee's monthly salary shall not be increased until the monthly salary of the position held by that employee meets or exceeds the monthly salary paid to that employee.

4. POLICE LIEUTENANT ASSIGNMENT PAY

Police Lieutenants regularly assigned as a Detective Lieutenant shall receive a monthly payment of \$410.36. This pay shall not become effective until an official personnel action form authorizing the pay is approved by the Human Resources Director or designee.

5. HEALTH BENEFITS

A. Cafeteria Plan and Benefits

New hires are eligible for Cafeteria Plan benefits and health insurance beginning on the first day of the month following their start date.

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

1. City Contribution to the Cafeteria Plan

The City will contribute to the cafeteria plan on behalf of each employee an amount (which includes the PERS statutory minimum) determined annually by the method established herein. The total City contribution amount for each year will be determined by adding to the prior year's contribution amount an amount equal to 80% of the net increase, if any, in the total cost of the monthly premiums for the following plans: (a) the employee plus family category of the PORAC medical insurance plan available through PERS, (b) the employee plus family category of the "Safety Standard" Guardian dental plan and (c) the employee plus family category of the "Safety Standard" optical VSP plan. The cafeteria plan contribution is used to purchase the optional benefits of medical insurance, dental insurance and optical insurance. Should the total premium cost of these three benefits decrease from one year to the next, the contribution amount from the City will remain the same for the following year.

The City's 2022 Cafeteria Plan contribution is \$2,108.39. For 2023 2024 and 2025, assuming the cost of the plans increase, the City will increase its contribution by an amount equal to 80% of each year's increase. The same methodology will be used each year of the MOU to determine increases in the City's contribution.

2. Medical Insurance

The City contracts with the California Public Employees' Retirement System ("PERS") for medical insurance. The City will contribute the PERS statutory minimum on behalf of each participant in the program, which is included in the City's Contribution to the Cafeteria Plan described above. Eligible employees may select any of the medical insurance plans offered by CalPERS.

An employee who elects to opt out of medical coverage offered by the City must be able to provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).

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, provided that no changes can be made without mutual agreement of the parties.

3. Dental Insurance

Employees may select a dental insurance plan available from the City's 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 and, if the amount of the new monthly premium for family coverage shall exceed that due under the former plan, the City's monthly cafeteria plan contribution shall be increased by the amount of the premium increase. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source in order to make that choice.

4. Optical Insurance

Employees may select an optical insurance plan available from the City's 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 and, if the amount of the new monthly premium for family coverage shall exceed that due under the former plan, the City's monthly cafeteria plan contribution shall be increased by the amount of the premium increase. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source in order to make that choice.

5. Employee Contributions for Benefit Options

If an employee chooses optional benefits whose aggregate cost exceeds the total City contribution to the Cafeteria Plan, the City will automatically deduct the excess amount on a pre-tax basis from the employee's bi-weekly payroll.

6. The Receipt of Cash Through the Cafeteria Plan

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

B. Flexible Spending Accounts

Employees have 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 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. Before January 1 of every year, employees will be able to elect to have their compensation 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 elected contributions for the year. The FSA deductions will be withheld from employees' regular payroll. Any amount allocated but not used within the prescribed time limits shall be forfeited.

6. RETIREE MEDICAL INSURANCE

Each employee retiring from City service is eligible to continue coverage as a retiree through the group medical insurance plans offered through the California Public Employees' Retirement System ("PERS").

The City shall pay the PERS statutory minimum on behalf of each retiree.

A. Tier 1: Retirees Hired Prior to July 1, 2012

1. For employees (in the bargaining unit as of the date of approval of this MOU) hired prior to July 1, 2012 who retire from the City after July 1, 1989, the City shall pay the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two-party rate of the PERS PORAC Plan.

2. In the event of the death of an employee who retired from the City who was hired prior to July 1, 2012, the City shall continue to pay the actual cost of single party coverage for the spouse.

B. Tier 2: Retirees Hired On or After July 1, 2012

Police Management employees hired by the City on or after July 1, 2012 who retire from the City will receive the PERS statutory minimum which will be paid directly to PERS by the City should the retiree select a medical plan through PERS. In addition, for any employee hired into the unit as a new employee of the City on or after July 1, 2012, in lieu of additional retiree medical insurance benefits, the City shall, while the employee is working for the City, contribute the sum of \$388.00 per month (\$194.00 per pay period) for twenty-four (24) pay periods – there will be no contribution in the third pay period of any month which has three pay periods) to a retirement health savings account on behalf of each employee. For employees who promote into the unit on or after July 1, 2012 who were City employees as of June 30, 2012, they will receive retiree medical benefits in accordance with the benefits of this MOU as though they were a member of the bargaining unit prior to July 1, 2012.

7. LIFE INSURANCE

A. City-Provided Life Insurance

Employees shall be entitled to a one hundred thousand dollar (\$100,000) term life insurance policy. The full premium for such policy shall be paid for by the City under the life insurance program of its choosing.

B. 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. Employees cannot allocate cash contributions made to the cafeteria plan to pay the premiums for this supplemental term life insurance. However, they may, on a post-tax basis, allocate any cash back they receive from the cafeteria plan for that purpose as a deduction from their paycheck.

8. DEFERRED COMPENSATION

A. City Contribution to Deferred Compensation

The City shall contribute \$30.00 per month on behalf of each employee to a deferred compensation account.

In addition to the above amount, the City shall pay make an additional contribution to the deferred compensation accounts of Police Lieutenants and Police Captains as follows:

The City shall make a contribution to employees in the classification of Police Lieutenant in the amount of three percent (3%) of step 6 for the classification of Police Lieutenant.

The City shall make a contribution to employees in the classification of Police Captain in the amount of three percent (3%) of step 6 for the classification of Police Captain.

As addressed in paragraph B below, the parties acknowledge that there is a statutory maximum amount that may be contributed into an employee's deferred compensation account. Given the above contributions from the City, employees are responsible for ensuring that any individual contributions employees elect to make to their own deferred compensation accounts do not cause the account to exceed the maximum permitted by law. If the maximum permitted by law is reached prior to the end of a calendar year, there will no additional City contributions for the remainder of that calendar year.

B. Employee Contribution to Deferred Compensation

Employees may elect to contribute from their regular wages to deferred compensation accounts up to the IRS-established limits. In accordance with the tax laws, any cash that an employee may receive through the cafeteria plan may not be deferred to the employee's deferred compensation accounts directly from the cafeteria plan.

C. Conversion of Sick Leave to Deferred Compensation

Employees may elect to convert accumulated sick leave to deferred compensation. The extra pay may only be used to fund IRS designated "catch-up" contributions (which may include the pre-retirement catch-up or age 50 catch-up) to deferred compensation. The following restrictions apply to this program:

1. The employee shall have a minimum of 15 years of service with the City of Beverly Hills.
2. The individual's sick leave balance cannot be reduced below 500 hours.
3. Contribution amounts and deferral limits will be governed by IRS Code restrictions and the deferred compensation plan rules related to "catch-up" contributions.
4. An employee may only convert the amount of sick leave he/she would be eligible to receive (per Article 15) if he/she separated from service at the time of the sick leave conversion to deferred compensation.

9. CALPERS RETIREMENT BENEFITS

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

A. For “Classic Member” Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula for all employees hired before July 1, 2012 as set forth in California Government Code Section 21362.2. For employees hired after July 1, 2012 who are classic members, the City contracts with CalPERS to provide the 3% at 55 retirement formula as set forth in California Government Code Section 21363.1
2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which “classic member” employees hired prior to July 1, 2012 in the unit are included per Government Code section 20042. For employees hired after July 1, 2012 who are classic members, 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 20037.
3. Payment of Employee/Member Contribution: Classic members shall pay their entire Member Contribution equal to nine percent (9%) of compensation earnable and the City shall pay and report zero percent (0%) of compensation earnable as Employer Paid Member Contribution (EPMC). 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 2.7%@ 57 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA, each such employee’s 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: New member employees are responsible for paying the employee contribution of one-half of the normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount is currently determined by CalPERS and will continue to 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.

C. Additional Optional Benefits For All Employees

1. 1959 Survivor's Benefit: The City's contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574.
2. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
3. 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.
4. 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.
5. Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
6. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.
7. Post Retirement Survivor Allowance as set forth in Government Code section 21635, 21624/21626.

10. HOLIDAYS

A. Holiday Pay

An employee assigned to Patrol is required to work on holidays if his/her work schedule falls on one of the holidays provided below. Such an employee will receive holiday-in-lieu pay for the number of hours corresponding with his/her regular work schedule (e.g. an employee on a 4/10 work schedule will receive 10 hours of holiday-in-lieu pay). Employees are not precluded from requesting to use earned leave time on a holiday that falls on a regularly scheduled workday.

Employees in an administrative assignment (non-patrol) shall receive time off with pay for any holiday which falls during his/her regular work schedule.

For all employees (employees on patrol and employees in an administrative assignment), if a holiday falls on one of their days off, they shall be paid for the holiday.

Employees who are assigned to work a 4/10 work schedule shall receive holiday pay for the following holidays if they were in paid status for the entire day the day before and the day after the holiday (i.e., either the employee worked or was absent using paid leave for the entire day on such workdays):

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

An employee who is assigned to work a 3/12.5 work schedule shall receive holiday pay for the following holidays if he/she worked his/her regularly assigned work schedule or was absent on authorized paid leave the day before and the day after the holiday:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

If an employee who works a 3/12.5 is assigned a 4/10 work schedule because he/she is working a modified duty assignment, he/she will be provided the day off for the holiday and paid ten (10) hours for the holiday.

B. Personal Holiday

Employees shall be entitled to one additional paid holiday each fiscal year. This holiday may be taken at the employee's discretion subject to his/her supervisors and the Chief of Police or designee's approval. The employee shall request the holiday in writing. If an employee does not use his/her personal holiday earned within the fiscal year, he/she will not earn an additional personal holiday in the next fiscal year. Employees hired between April 1 and June 30 will not be credited with a personal holiday until the following fiscal year.

11. VACATION

A. Authorization For Taking Vacation

An employee entitled to vacation leave shall make a written request to use vacation in the manner and within the time directed by the Chief of Police or his/her designee. The Chief of Police or his/her designee shall establish a vacation schedule for each calendar year based as much as possible upon application and seniority of the employees concerned and subject to the Chief of Police's right to plan work under his/her control. He/she shall notify an employee requesting vacation whether his/her request is approved within a reasonable time.

B. Holidays During Vacations

For employees not assigned to patrol, when a holiday falls within an employee's vacation leave, the day will count as a holiday not vacation, unless the employee elects to be compensated for the holiday in the form of a cash payment. An employee on vacation during a holiday may elect to be compensated for up to five (5) holidays per year by using vacation on the same day.

C. Vacation Accumulation

Vacation credit shall be accrued bi-weekly to employees at the following rates:

<u>FIRST 4 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS THROUGH 14 YEARS OF SERVICE</u>	<u>AFTER 14 YEARS OF SERVICE</u>
3.07/Hours Bi-weekly	5.54/Hours Bi-weekly	7.39/Hours Bi-weekly
80 Hours/year	144/Hours/year	192 Hours/year

Employees with fourteen years of service or less may not accumulate more than 432 hours of vacation and will not continue to accrue vacation until their balance falls below 432 hours

Employees with more than fourteen (14) years of service may not accumulate more than 480 hours of vacation at any time and will not continue to accrue vacation until their balance falls below 480 hours.

By December 15 of each year, employees may make an irrevocable election to cash out up to eighty (80) hours of vacation leave which will be earned in the following calendar year, provided that at the time of the cash out, the employee has minimum of 240 hours of accrued vacation leave.

The employee will be paid for the vacation hours (up to a maximum of eighty (80) hours) they irrevocably elected to cash out on the first pay day in January.

If an employee makes an irrevocable election to cash out vacation in the following calendar year and uses vacation in that subsequent year, the vacation used will come from vacation the employee had earned prior to January 1 of the year the employee has elected to cash out vacation. This is to ensure that assuming an employee had a vacation balance prior to January 1, the vacation used will not result in a reduction in the amount of vacation the employee will be eligible to cash out.

In addition to the above, an employee who has an “unforeseen emergency” (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation. The amount of vacation which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited to forty (40) hours. These forty (40) hours would be the same forty (40) hours the employee elected to cash out, not an additional forty (40) hours.

Payroll division records are the final authority for settling disputes regarding accrued and accumulated vacation.

12. SICK LEAVE

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

A. Accrual

Each employee shall accrue sick leave at the rate of 3.69 hours for each complete biweekly period of employment. During years in which there are 27 pay dates, there will be no sick leave accrual during the 27th pay date. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.

B. Use of Sick Leave

Accumulated sick leave may be used by an employee during any period of illness of the employee, spouse, child, or registered domestic partner if the illness requires the presence of the employee. In addition, an employee may use up to one half of one year’s annual accrued sick leave (48 hours per calendar year) for his/her parent, sibling, parent-in-law, grandchild or grandparent.

C. New Employment

During the first six (6) months of employment, a new employee may use up to three (3) days of sick leave. After six (6) months, an employee may use any approved sick leave he/she has accrued.

D. Sick Leave Incentive

Employees who use twenty-five (25) hours or less of sick leave each payroll year (defined as the year that ends at the end of the last full pay period in December where the pay day is also in December) may elect to receive cash payment for up to 25 hours of the accumulated unused sick leave during the month of January of the following year. Accrued unused sick leave shall be cashed out at separation as provided for in paragraph 15A of this MOU.

If an employee wants to cash out sick leave (because he/she has used twenty-five (25) hours of sick leave or less), he/she must comply with the following: By December 15 of each year, employees may make an irrevocable election to cash out up to twenty-five (25) hours of sick leave which will be earned in the following calendar year. If the irrevocable election is not made, the employee will not have any of his/her sick leave cashed out in January of the year after it was accrued.

13. BEREAVEMENT LEAVE

Bereavement leave is an absence occasioned by the death of a family member, herein defined as a spouse, parent, 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 Chief of Police or designee.

14. WITNESS LEAVE

Employees who are 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 Article is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

15. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted through the chain of command and approved by the Chief of Police or designee and shall be used only if all appropriate accrued leaves 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 and any other factors set forth in City policy.

16. LEAVE PAYOFFS UPON SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

Employees who have worked for seven (7) or more continuous years of service with the City shall be eligible for sick leave payoff upon separation of employment with the City as follows:

1. After completion of seven (7) full years of service - 21% of accrued, unused sick leave.
2. For each year after the seventh year - 5% of accrued, unused sick leave per full year of service to a maximum of 79%. The maximum rate of sick leave payoff when subparagraphs 1 and 2 are combined is 100%.
3. Sick leave pay off shall be calculated at the rate of pay received by the employee at the time of separation which shall be equal to the identical compensation the employee would have received had he used the sick leave to receive a paid leave of absence immediately prior to separation.

B. Vacation Pay-Off

Employees who separate from City service shall receive an amount equal to accrued unused vacation at the time of separation. The rate of payoff shall be based on the rate of pay at the time of separation.

An employee shall not have the option of utilizing accrued unused vacation, in lieu of receiving vacation pay-off at the time of separation which shall be equal to the identical compensation the employee would have received had he used the vacation to receive a paid leave of absence immediately prior to separation.

17. PROFESSIONAL DEVELOPMENT PROGRAM

A. Sabbatical Leave

1. A City-paid Professional Development leave of absence (sabbatical leave) program is available to employees. The granting of a sabbatical leave shall be at the sole discretion of the City Manager.
2. Approval of requests for sabbatical leave shall be based on the following criteria:
 - a. The content of the leave program with a requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to his or her City employment.
 - b. A plan for maintaining work continuity of the employee's duties and responsibilities during his or her absence, with emphasis placed on development of subordinates through training assignments.
 - c. The coordination with departmental priorities and workload.
 - d. The employee's performance record.
3. A sabbatical leave may allow up to Five Hundred Dollars (\$500) for expenses.
4. A sabbatical leave shall be restricted to one (1) leave, up to ninety (90) calendar days, for each employee each five (5) years, with not more than five (5) City employees participating in any one (1) year.
5. Each employee who requests a sabbatical leave shall submit to the City Manager a report summarizing the activities he/she intends to accomplish on the leave prior to final approval of the leave.
6. Typical Sabbatical leaves might include executive development programs, educational programs, travel study programs, or authorship sabbaticals.

B. Management Training:

Police Captains and Lieutenants shall maintain a 40-hour minimum annual level of training in Police Administration, Public Administration, Police Management, or a related field. This training can include job related courses such as seminars or other approved training. Prior approval shall be granted by the Chief of Police.

18. ADMINISTRATIVE LEAVE

Employees are provided with 96 hours of Administrative Leave each calendar year. Administrative Leave is provided in recognition of the work performed above normal work hours and the nature of the work performance and expectations placed upon employees in this unit. Use of Administrative Leave shall be approved by the Chief of Police subject to the needs of the department and the necessity of having employees available for the effective functioning of the department.

Administrative Leave is non-cumulative between calendar years because it does not accrue.

By December 15 of each year, employees may make an irrevocable election to cash out up to forty (40) hours of administrative leave which they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the administrative leave they irrevocably elected to cash out

The employee will be paid for the administrative leave (up to a maximum of forty (40) hours) they irrevocably elected to cash out on the first pay day in January. However, if the employee's administrative leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of administrative leave the employee has on the books at the time of the cash out.

If, after cashing out 40 hours of Administrative Leave, an employee still has unused Administrative Leave from that calendar year, at the beginning of the following calendar year the City will provide the employee with additional hours of Administrative Leave so that the employee has 96 hours of Administrative Leave available to use for that calendar year. At no time may an employee have more than 96 hours of Administrative Leave available to use.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued Administrative Leave. The amount of Administrative Leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited to forty (40) hours. These forty (40) hours would be the same forty (40) hours the employee elected to cash out, not an additional forty (40) hours.

19. OVERTIME

Unless otherwise determined by the City, employees assigned to the classifications of Police Captain and Police Lieutenant qualify as employees exempt from overtime under the FLSA. Under extraordinary circumstances, Lieutenants whose assignments require frequent assignment to extra work shifts, in addition to the normal work schedule, may receive extra compensation in addition to their base salary. Eligibility and approval for such extra compensation will be determined in the sole discretion of the Chief of Police whose decision shall be final and shall not be subject to challenge, appeal or grievance. Extra compensation, as used in this Article, will be for hours actually worked during the extra work shifts and will be paid at his/her straight time base hourly rate.

Extraordinary circumstances will generally require the frequent scheduling of extra shifts over an extended period of time as a result of operational needs or as a result of an extended period of emergency. At his/her discretion, the Chief of Police may determine the appropriate staffing needs that constitute extraordinary circumstances necessitating additional shift coverage which may include scheduling of single shifts.

Police Captains and Police Lieutenants may be assigned to work Special Jobs in addition to their normal work schedule resulting in additional compensation in addition to their base salary. Eligibility and approval for such extra compensation will be determined in the sole discretion of the Chief of Police whose decision shall be final and shall not be subject to challenge, appeal or grievance. Extra compensation, as used in this article, will be for hours actually worked during the Special Job and will be paid at his/her straight time base hourly rate.

A. Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets and submit all timesheets by the deadline established by the Payroll Division of the Finance Department.

Unit members shall record hours worked in one-tenth (1/10) of an hour increments of time. This is illustrated by the following:

0-3 Minutes – No additional time should be recorded
4-9 Minutes = .1 of an hour
10-15 Minutes = .2 of an hour
16-21 Minutes = .3 of an hour
22-27 Minutes = .4 of an hour
28-33 Minutes = .5 of an hour
34-39 Minutes = .6 of an hour
40-45 Minutes = .7 of an hour
46-51 Minutes = .8 of an hour
52-57 Minutes = .9 of an hour
58-60 Minutes = 1.0 full hour

The parties agree that if the makes any timekeeping system upgrades during the term of this MOU, if there are any meet and confer/consult obligations (either impacts or any decisions which may require meet and confer) the Association and/or the City agree to promptly meet and confer/consult if requested by the other party.

20. WORK SCHEDULES

Employees in the bargaining unit work either a 4/10 or a 3/12.5 work schedule subject to the discretion of the Chief of Police. Should the Chief of Police exercise such discretion, there is no obligation for the city to meet and confer with the association.

21. UNIFORM ALLOWANCE

The City will pay a uniform allowance of \$800.00 per calendar year to each employee. The uniform allowance shall be paid 1/26th of the annual amount each pay period. In calendar years in which there are 27 pay periods, employees shall not receive the uniform allowance payment for the 27th pay period.

22. RESIGNATION

To resign in good standing, an employee must inform the Chief of Police of his/her intent to resign at least two weeks before the resignation date and state therein the reason for resignation. An employee who resigns may be reemployed within one year if the request for reemployment is approved by the Chief of Police.

23. VEHICLES

The City will provide un-marked vehicles with communication and emergency equipment to the Police Captains and the Lieutenant(s) assigned to the following positions: Detective Division Commander, Executive Officer, and Crime Impact Team for use within Los Angeles and Ventura Counties or other areas when necessary to fulfill their duties. Vehicles may be assigned to additional positions at the discretion of the Chief of Police.

The above noted employees will monitor the communication equipment whenever driving these vehicles and respond as appropriate to emergencies, or other matters requiring command level attention.

The City will provide fuel, maintenance and insurance for the vehicles assigned to these employees.

24. ADMINISTRATIVE APPEAL PROCESS

A. Disciplinary Procedure for Employees Subject to Disciplinary Transfer, Step Reduction, Suspension, Demotion, or Dismissal

1. Pre-Action Due Process for Disciplinary Transfer, Step Reduction, Suspension, Demotion and Dismissal

Prior to being subject to disciplinary transfer, step reduction, suspension, demotion or dismissal, an employee will first be served with a notice of intent to discipline. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.

If the employee chooses to respond in writing, he/she must insure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, he/she must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline informing the representative that he/she wishes to have an oral response. The City representative will advise the employee when the oral response (in accordance with *Skelly vs. the State Personnel Board*) will take place.

At the *Skelly* response (assuming the employee wants to respond orally) the employee has the right to be represented per Government Code section 3303(i). The *Skelly* response is an opportunity for the employee and/or his/her representative to respond to the notice of intent to discipline.

The City representative who will hear the response (Skelly Officer) may or may not be the person who issued the notice of intent to discipline. If the Skelly officer is not the person who recommended the discipline, he/she will be at or above the rank of the individual issuing the discipline. The Skelly Officer's decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still discipline imposed which is covered by this procedure, the City representative shall issue a notice of discipline. Like the notice of intent, the notice of discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline will also set forth the employee's appeal rights advising the employee that if he/she wishes to appeal the discipline, he/she must do so in writing by serving a notice of appeal to the Human Resources Director within seven (7) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

2. Appeal Rights For Employees Subjected to Disciplinary Transfer, Step Reduction, Suspension, Demotion and Dismissal

The following sets forth the appeal rights for employees subjected to a disciplinary transfer, step reduction, suspension, demotion and dismissal.

a. Hearing Officer Selection

- i. The parties, through their respective representatives, shall mutually agree upon a hearing officer.
- ii. In the event the parties are unable to agree on a hearing officer:
 - a. The City will request a list of seven (7) neutral hearing officers from the California State Mediation and Conciliation Service ("SMCS"). The request will be sent by email and the employee's representative will be cc'd on the request.
 - b. Once a list is received from the SMCS, the parties shall toss a coin to determine striking order, with the winner selecting between the options of striking first or striking second. The parties shall then alternately strike names from the list until only one name remains. The remaining name shall be the hearing officer unless the parties mutually agree to request a new list or mutually agree on a different hearing officer.

b. Hearing Officer's Authority

- i. The hearing officer shall have full authority to decide the appeal, including questions of fact and conclusions of law, but shall be bound by all applicable codes, rules, policies, procedures, and regulations. The hearing officer shall also be bound by the terms of this MOU.

- ii. The hearing officer shall preside over a hearing at which evidence and arguments of the parties may be presented. Except as otherwise mutually agreed by the parties, the hearing officer shall determine the procedures to be followed for the hearing, with due regard for the rights of the parties.
- iii. The hearing officer shall rule on all evidentiary matters and need not follow the strict rules of evidence.
- iv. The burden is on the moving party to prove any charge by a preponderance of the evidence.
- v. The hearing officer shall administer oaths, as authorized by law.
- vi. The hearing officer shall issue subpoenas and subpoenas *duces tecum* to compel the attendance of witnesses and the production of evidence, as authorized by law.
- vii. The hearing officer shall issue a written decision within 30 (thirty) calendar days of the close of the hearing. However, failure of the hearing officer to issue a timely decision shall not constitute grounds for challenging the decision as being beyond the hearing officer's authority.

c. Final Decision, Judicial Review

- i. The written decision of the hearing officer shall be the final decision within the City's administrative process.
- ii. Either party may appeal the decision of the hearing officer to the Superior Court according to the procedures and subject to the standards provided in Code of Civil Procedure § 1094.5 by filing a writ of administrative mandamus.

d. Expenses

- i. Each party shall bear its own costs and attorney fees in connection with processing of a covered appeal and the hearing.
- ii. Both the City and the Association shall each pay one-half of the mutually incurred costs of the hearing. The mutually incurred costs of the hearing will be limited to the reasonable fee and expenses of the hearing officer and court reporter. Except as otherwise mutually agreed, the City will provide a meeting room at Beverly Hills City Hall, or another City facility, suitable for conducting the hearing.

B. Administrative Appeal for Employees Subject to Discipline Other Than Disciplinary Transfer, Step Reduction, Suspension, Demotion, or Dismissal

The following administrative appeal process is established pursuant to Government Code § 3304.5. This procedure shall not apply to disciplinary actions for which employees already are entitled to receive an appeal hearing for disciplinary transfer, step reduction, suspension, demotion and dismissal (outlined in Section “A” above).

1. Right to Administrative Appeal Under this Procedure

- a. Any employee who is subjected to punitive action (within the meaning of Government Code § 3303) other than dismissal, demotion, step reduction, suspension or disciplinary transfer; shall be entitled to receive an administrative appeal under this procedure. The employee shall not be entitled to appeal the action prior to its imposition, i.e., an employee shall not be entitled to receive a hearing akin to a *Skelly* hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.

2. Notice of Appeal

- a. Within five (5) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources Director in writing of his/her intent to appeal the punitive action.
- b. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

3. Hearing Officer

- a. The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer who is not embroiled in the controversy, i.e., a person who did not initiate or authorize the action in question.
- b. If a hearing officer is appointed by the City Manager, the hearing officer shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer’s recommendations and advisory decision and the City Manager’s decision shall be final and binding.

4. Burden of Proof/Persuasion

- a. If the punitive action being appealed does not involve allegations of misconduct (i.e., allegations that the Police Management employee has violated one or more federal, state, or local laws, and/or City or Police Department regulations, procedures, or rules) the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record of the circumstances surrounding the action. The City's burden shall be satisfied if the City establishes that the action was reasonable, even though reasonable persons might disagree about whether the action was the best one under the circumstances.

For example, if the Police Department effected a non-disciplinary transfer of an employee out of an assignment with the intent of affording other employees the opportunity to work in the assignment, the decision would not be subject to being overturned as long as it was reasonable, even if one or more persons might disagree with the decision.

- b. If the punitive action involves charges of misconduct, (i.e., allegations that the employee has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if an employee received a written reprimand for unauthorized absence from work then the City would bear the burden of proving that the employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

5. Conduct of Hearing

- a. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
- b. The parties may present opening statements.
- c. The parties may present evidence through documents and testimony.
 - i. Witnesses shall testify under oath.
 - ii. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.

- d. The parties shall be entitled to confront and cross-examine witnesses.
- e. Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

6. Recording of the Hearing

If the punitive action involves an allegation of misconduct, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

7. Representation

The employee may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

The City shall also be entitled to representation at all stages of the proceedings.

8. Decision

- a. If a hearing officer is appointed by the City Manager, the hearing officer shall issue his/her advisory decision in writing within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.
- b. Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and advisory decision. If the City Manager modifies or rejects the hearing officer's advisory decision, then the City Manager shall review the entire record prior to making a decision.
- c. If the City Manager is the hearing officer he/she will issue his/her decision within sixty (60) calendar days of the submission of the case by the parties for decision. The City Manager's written decision shall set forth his/her findings of fact and final decision.
- d. The City Manager's decision shall be served by first class mail, postage pre-paid, upon the Police Management employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

25. NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sexual orientation, medical condition, gender, gender identity, gender expression, color, sex, age, disability, national origin, ancestry, or any other protected classification recognized by the law.

26. 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 the Association shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

27. MANAGEMENT RIGHTS

The management and the direction of the work force of the City are vested exclusively in the City, and nothing in the 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 hire, promote, demote, transfer, assign, schedule and retain employees in positions within the City; subject to the rules and regulations of the City; suspend or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; 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. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

28. GRIEVANCE PROCEDURE

The City and the Association recognize that disputes related to this MOU will occur from time to time. It is both parties' intent and desire that any such disputes be resolved quickly and amicably. However, the parties recognize that occasionally disputes will need to be resolved by a neutral. It is for that reason that the parties agree to the following provisions of their grievance procedure.

A. Definition of a Grievance:

An allegation by an employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice(s) of the City and/or Department. This grievance procedure is the sole and exclusive method for either an employee or the Association to allege a violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice of the City or the Department

B. Timeliness of a Grievance:

A grievance must be filed within 30 days of the occurrence giving rise to the grievance or the time within which the grievant (either the employee or Association) knew or should have known of the occurrence.

C. Grievance Procedure:

The parties acknowledge that a grievance procedure is beneficial to resolve MOU disputes.

1. Step 1 – If the Association is the grievant – Communication with the Human Resources Department: Whenever the Association believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice of the City or the Department, the Association shall inform the Human Resources Director in writing of the alleged violation, misinterpretation or misapplication. The Human Resources Director shall either promptly schedule a meeting with the designated Association representative to discuss the grievance or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the Human Resources Director shall present his/her determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the designated Association representative.
2. Step 1 – If an employee is the grievant - Communication with department head or Designee: The employee must present, in writing, to the employee's department head (or the department head's designee if one is established) a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice of the City or the Department. The department head or designee shall either promptly schedule a meeting with the grievant (the employee (who may be represented if they wishes)) to discuss the grievance or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the department head or designee shall present his/her determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the employee or designated the Association representative.
3. Step 2 –Advisory Arbitration: If the employee or the Association is not satisfied with the results of Step 1 the employee or the Association may move the grievance to advisory arbitration. To do so, the employee or the Association must present, in writing, to the Human Resources Director a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU rules and regulations, policies and/or any past practice of the City or the Department and requesting that the grievance be submitted to advisory arbitration. This document must be presented within ten (10) calendar days of the date the Step 1 response was e-mailed to the employee.

If the Human Resources Director or department head does not respond within the time limits for a response, the matter shall automatically be submitted to advisory arbitration or the Association representative or within ten (10) calendar days from the last date the response was due if no response is given.

4. Once moved to advisory arbitration, the Human Resources Director shall promptly send a letter to the grievant (either the employee or the Association) advising the grievant as to who the City's representative will be. The grievant shall then contact the City's representative for the purpose of determining whether the parties can agree on an arbitrator to hear the grievance. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Director or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.
5. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator, a court reporter (if the parties agree on the use of a court reporter) shall be split between the City and the grievant. If the employee is pursuing a grievance without the support of the Association, the employee shall be responsible for one-half of the costs of the arbitration.
6. Once the arbitrator issues his/her advisory recommendation, it will be submitted to the City Manager.
7. The arbitrator shall provide copies of his/her recommendation to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, the Association (or the employee if proceeding on his/her own) and the applicable department head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty (30) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Department. The Human Resources Department shall provide copies of the decision to the grievant and the applicable department head. If the City Manager fails to accept, reject or modify the arbitrator's opinion and award within thirty-five (35) calendar days of receipt by the City Manager, it shall be considered accepted.

8. The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statements (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

FOR THE CITY OF BEVERLY HILLS

George Chavez

George Chavez

June 24, 2022 | 11:07 PDT

Date

FOR THE BEVERLY HILLS POLICE MANAGEMENT ASSOCIATION

Elisabeth Albanese

Elisabeth Albanese

June 22, 2022 | 12:52 PDT

Date

Captain Max Subin

Max Subin

June 16, 2022 | 13:26 PDT

Date

APPROVED AS TO FORM

Peter Brown

Peter J. Brown

June 14, 2022 | 15:53 PDT

Date

City Council Approval Date: May 24, 2022

EXHIBIT A**SALARY SCHEDULES****Effective 05/21/2022****POLICE LIEUTENANT SALARY RATES**

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
L-57	1	\$ 101.94	\$ 8,155.39	\$ 17,670.01	\$ 212,040.07
L-57	2	\$ 104.75	\$ 8,379.66	\$ 18,155.93	\$ 217,871.18
L-57	3	\$ 107.63	\$ 8,610.10	\$ 18,655.22	\$ 223,862.65
L-57	4	\$ 110.59	\$ 8,846.88	\$ 19,168.24	\$ 230,018.85
L-57	5	\$ 113.63	\$ 9,090.17	\$ 19,695.37	\$ 236,344.38
L-57	6	\$ 116.75	\$ 9,340.15	\$ 20,236.99	\$ 242,843.85

POLICE CAPTAIN SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
Q-62	1	\$ 100.50	\$ 8,039.95	\$ 17,419.89	\$ 209,038.70
Q-62	2	\$ 106.03	\$ 8,482.15	\$ 18,377.99	\$ 220,535.83
Q-62	3	\$ 111.86	\$ 8,948.67	\$ 19,388.78	\$ 232,665.30
Q-62	4	\$ 118.01	\$ 9,440.84	\$ 20,455.16	\$ 245,461.89
Q-62	5	\$ 124.50	\$ 9,960.09	\$ 21,580.19	\$ 258,962.30
Q-62	6	\$ 131.35	\$ 10,507.89	\$ 22,767.10	\$ 273,205.20

EXHIBIT A**SALARY SCHEDULES****Effective 09/24/2022****POLICE LIEUTENANT SALARY RATES**

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
L-57	1	\$ 105.00	\$ 8,400.05	\$ 18,200.11	\$ 218,401.27
L-57	2	\$ 107.89	\$ 8,631.05	\$ 18,700.61	\$ 224,407.32
L-57	3	\$ 110.86	\$ 8,868.40	\$ 19,214.88	\$ 230,578.53
L-57	4	\$ 113.90	\$ 9,112.29	\$ 19,743.29	\$ 236,919.42
L-57	5	\$ 117.04	\$ 9,362.87	\$ 20,286.23	\$ 243,434.71
L-57	6	\$ 120.25	\$ 9,620.35	\$ 20,844.10	\$ 250,129.17

POLICE CAPTAIN SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
Q-62	1	\$ 103.51	\$ 8,281.15	\$ 17,942.49	\$ 215,309.86
Q-62	2	\$ 109.21	\$ 8,736.61	\$ 18,929.33	\$ 227,151.90
Q-62	3	\$ 115.21	\$ 9,217.13	\$ 19,970.44	\$ 239,645.26
Q-62	4	\$ 121.55	\$ 9,724.07	\$ 21,068.81	\$ 252,825.75
Q-62	5	\$ 128.24	\$ 10,258.89	\$ 22,227.60	\$ 266,731.17
Q-62	6	\$ 135.29	\$ 10,823.13	\$ 23,450.11	\$ 281,401.36

EXHIBIT A**SALARY SCHEDULES****Effective 06/01/2024****POLICE LIEUTENANT SALARY RATES**

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
L-57	1	\$ 108.15	\$ 8,652.05	\$ 18,746.11	\$ 224,953.31
L-57	2	\$ 111.12	\$ 8,889.98	\$ 19,261.63	\$ 231,139.54
L-57	3	\$ 114.18	\$ 9,134.46	\$ 19,791.32	\$ 237,495.89
L-57	4	\$ 117.32	\$ 9,385.65	\$ 20,335.58	\$ 244,027.00
L-57	5	\$ 120.55	\$ 9,643.76	\$ 20,894.81	\$ 250,737.75
L-57	6	\$ 123.86	\$ 9,908.96	\$ 21,469.42	\$ 257,633.05

POLICE CAPTAIN SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY SALARY	MONTHLY SALARY	ANNUAL SALARY
Q-62	1	\$ 106.62	\$ 8,529.58	\$ 18,480.76	\$ 221,769.16
Q-62	2	\$ 112.48	\$ 8,998.71	\$ 19,497.21	\$ 233,966.46
Q-62	3	\$ 118.67	\$ 9,493.64	\$ 20,569.55	\$ 246,834.62
Q-62	4	\$ 125.20	\$ 10,015.79	\$ 21,700.88	\$ 260,410.52
Q-62	5	\$ 132.08	\$ 10,566.66	\$ 22,894.43	\$ 274,733.11
Q-62	6	\$ 139.35	\$ 11,147.82	\$ 24,153.62	\$ 289,843.40

EXHIBIT B

**DEFINITIONS OF “NEW MEMBER” AND “CLASSIC MEMBER” PER THE PUBLIC EMPLOYEES’
PENSION REFORM ACT OF 2013 – PEPRA.**

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

New Member

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

- (f) "New member" means any of the following:
- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
 - (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
 - (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

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

Certificate Of Completion

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Source Envelope:	
Document Pages: 37	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Joe Evans
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 N. Rexford Drive
	Beverly Hills, CA 90210
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	IP Address: 198.245.189.166

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Signer Events	Signature	Timestamp
Peter Brown pbrown@lcwlegal.com Security Level: Email, Account Authentication (None)	<i>Peter Brown</i> Signature Adoption: Pre-selected Style Signed by link sent to pbrown@lcwlegal.com Using IP Address: 128.177.30.34	Sent: 6/14/2022 3:48:53 PM Viewed: 6/14/2022 3:52:52 PM Signed: 6/14/2022 3:53:28 PM

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Captain Max Subin msubin@beverlyhills.org Security Level: Email, Account Authentication (None)	<i>Captain Max Subin</i> Signature Adoption: Pre-selected Style Signed by link sent to msubin@beverlyhills.org Using IP Address: 198.245.189.168	Sent: 6/14/2022 3:53:33 PM Resent: 6/16/2022 11:02:04 AM Resent: 6/16/2022 11:09:12 AM Resent: 6/16/2022 11:17:46 AM Viewed: 6/16/2022 1:17:20 PM Signed: 6/16/2022 1:26:01 PM
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Elisabeth Albanese ealbanese@beverlyhills.org Security Level: Email, Account Authentication (None)	<i>Elisabeth Albanese</i> Signature Adoption: Pre-selected Style Signed by link sent to ealbanese@beverlyhills.org Using IP Address: 198.245.189.168	Sent: 6/16/2022 1:26:05 PM Viewed: 6/22/2022 12:51:47 PM Signed: 6/22/2022 12:52:57 PM
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George Chavez gchavez@beverlyhills.org City Manager Security Level: Email, Account Authentication (None)	<i>George Chavez</i> Signature Adoption: Pre-selected Style Signed by link sent to gchavez@beverlyhills.org Using IP Address: 76.95.192.176	Sent: 6/22/2022 12:53:01 PM Viewed: 6/24/2022 11:07:08 AM Signed: 6/24/2022 11:07:27 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2022 3:48:53 PM
Certified Delivered	Security Checked	6/24/2022 11:07:08 AM
Signing Complete	Security Checked	6/24/2022 11:07:27 AM
Completed	Security Checked	6/24/2022 11:07:27 AM
Payment Events	Status	Timestamps