

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

**MUNICIPAL EMPLOYEES' ASSOCIATION
OF BEVERLY HILLS
PART-TIME UNIT**

October 9, 2021 - October 6, 2023

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**PART-TIME UNIT
(MUNICIPAL EMPLOYEES' ASSOCIATION)
MEMORANDUM OF UNDERSTANDING**

Municipal Employees Association of Beverly Hills, (herein after referred to as "MEA" or "Association") a formally recognized employee organization, representing all its members within the Part-Time Unit, and duly authorized representatives of the management of the City of Beverly Hills (hereinafter referred to as "the City"), have met and conferred, freely exchanging information, opinions, and proposals, and have reached the following agreement on matters within the scope of representation.

INTRODUCTION

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 between the parties hereto.

It is recognized that there now exists certain past practices or procedures which 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 force and effect during the term of this agreement, unless they are inconsistent with provisions of this Memorandum of Understanding (hereinafter referred to as "MOU"), or unless subsequently changed by the meet and confer process.

2. Term: Unless otherwise specified herein, this MOU shall be effective October 9, 2021, and shall expire on October 6, 2023.
3. Agreement to Meet Regarding Administration of MOU: The City and MEA agree that they will meet informally during the term of this MOU to address any problems that arise related to the administration of this MOU. This includes, but is not limited to, changes in state or federal law that impact this agreement.
4. Furloughs: If the City requests that the Association meet and confer with the City on the subject of furloughs, the Association agrees it will do so promptly.
5. Unless specifically addressed in this MOU, any economic changes to this 2021-2023 MOU are effective on the first day of the pay period following City Council approval of this MOU.

1. SALARIES

The City and MEA agree that those part-time employees who share the same classification as a full-time employee shall receive the same hourly rate as the full-time employee. Thus, any modifications to their compensation will only occur if such modifications are made to the full-time employees' (represented by the Technical Services Unit) compensation.

The following increases shall apply to all employees in the bargaining unit except those who share the same classification as a full-time position:

Effective the first day of the pay period following City Council approval of this MOU, employees shall receive a payment for the equivalent of one percent (1.0%) of base salary and .25% of base salary for wellness pay for the period of October 9, 2021 through the last day of the pay period preceding City Council approval of this MOU.

Effective the first day of the pay period following City Council approval of this MOU, employees will receive a base salary increase of two percent (2.0%).

Effective the pay period including October 1, 2022, employees will receive a base salary increase of one and two percent (2.0%).

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

Effective the pay period following Council approval of this MOU, each current employee will be placed on the salary schedule (Exhibit A) at a pay rate that will be at the first step at or above their current pay rate. On their next two anniversary dates from the date of Council approval of this MOU, assuming the employee qualifies for a step increase, they will be moved to a step that will ensure their pay rate is at the lowest step that is equal to or above the step they would have been advanced to in the salary schedule of the 2019-2021 MOU. This provision shall only apply to employees in the bargaining unit on the first day of the pay period following City Council approval of this MOU.

2. EMPLOYEES WORKING IN TWO CLASSIFICATIONS

All bargaining unit employees covered by the MOU, shall be permitted to apply for, and hold, a second part-time position with the City in a different classification.

Such employees shall be paid the respective designated hourly rate of pay for each hour worked in each of the positions they hold.

An employee holding two hourly part-time positions in different classifications will not convert to a regular part-time employee if the sum of the hours regularly scheduled to work in each position totals 25 or more hours per week.

3. 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 they are entitled to receive (i.e., is overpaid), the City will inform the employee and the President of the Association. The City will work with the employee to reconcile the overpayment, and if overpaid will work to create a repayment schedule.

4. DEFINITIONS

The parties agree that part-time employment includes three (3) different types of employees. All employees in the bargaining unit are at-will (as defined by Labor Code section 2922) and do not have civil service protection. The types of employees are defined as follows:

1. **Regular Part-Time:** an employee who has been appointed to work 25 hours or more per workweek.
2. **Hourly Part-Time:** an employee who has been appointed to work less than 1,000 hours in a fiscal year.
3. **Seasonal Part-Time:** an employee who has been appointed to work for 120 days or less for 40 hours or less a week.

5. APPOINTMENT AND ADVANCEMENT

A. Salary Placement

Part-time appointments to a position in any authorized classification are normally made at the first step of the appropriate salary schedule. At the discretion of the appointing authority and approval of the Director of Human Resources, appointments may be made at a higher step. All appointments require the approval of the respective appointing authority and the Director of Human Resources.

B. Advancement Through Range

Regular and Hourly Part-Time employees are eligible each year to receive a merit increase to the next step on the salary schedule effective on their anniversary date provided said employee has received a performance evaluation with an overall rating of satisfactory or better. Thereafter, Regular and Hourly Part-Time employees will be eligible for salary step increases each year on their respective anniversary dates until they have achieved the top step of the salary range. Such step increases will only be granted upon the employee earning a satisfactory or better performance evaluation. The effective date of the increase shall be the employee's anniversary date.

Seasonal Part-Time employees are paid a flat rate and do not advance through salary steps.

C. Performance Evaluations and Effective Date of Merit Increase

All performance evaluations shall be issued and advancements shall be effective on the anniversary date and properly noted on the appropriate personnel forms. In the event the employee does not receive a performance evaluation within fourteen (14) days, the employee will move to the next step on the salary range retroactive to the anniversary date.

D. Change in Classification or Status

If a Regular or Hourly Part-Time employee is moved to a new, higher classification, they shall be placed at the lowest salary step of the new classification that provides the employee an hourly rate increase of at least five percent (5%) but no higher than the top step of the higher classification. If a Regular or Hourly Part-Time employee voluntarily demotes, they shall be placed at the salary step of their new classification that is closest to, but not above the hourly rate the employee was paid in the classification from which they demoted.

E. Acting Pay

Every employee assigned to and working in a classification with a salary range above that of the employee's regularly-assigned position as the result of special departmental need shall be paid six percent (6%) higher than the employee's current base salary as acting pay or the bottom step of classification to which the employee is assigned whichever amount is higher.

Employees receiving acting pay shall not receive the pay when on universal leave for one consecutive calendar week or longer.

1. Where an employee is assigned to work in a position out of classification with less than two weeks' notice, the acting pay can be approved (and the employee is then authorized to be paid) by an email where the Department Head approves it. The employee will not be required to perform the work until they receive written approval (in the form of an email from the Department Head) authorizing the work and pay.
2. Where the employee is assigned to work in a position out of classification with more than two weeks' notice (i.e., the work will be performed more than two weeks after the request is made) the process for approval requires that established departmental procedures are followed and authorization from the Department Head or designee is obtained. This requires the completion and approval of the necessary personnel forms (personnel action form and acting pay request form) submitted to Human Resources.

To be eligible for compensation (as described above) for working in a position out of classification, the employee has to satisfy the minimum qualifications for the higher classification, and also be capable of performing the specific tasks which they will be performing during this acting time and which differentiates it from the lower classification.

The parties agree that to the extent permitted by law, the compensation for Acting Pay is special compensation for “classic member” employees enrolled in CalPERS as defined in Exhibit B to this MOU and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

F. Bilingual Pay

The City shall pay \$7.69 bi-weekly (\$200 per year) to employees who are authorized by their supervisor to use bilingual skills and who are certified by the City’s bilingual testing provider. The certification will be to test the oral proficiency in Spanish, Farsi, Korean, Russian, Sign, Hebrew or any other language designated by the City. Those employees who receive bi-lingual pay will be required to speak the alternate language in the course and scope of their employment. In addition, if receiving the pay, an employee may be asked to assist in translating even if unrelated to his/her specific job duties.

The parties agree that to the extent permitted by law, the compensation for Bilingual Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Bilingual Premium.

6. ASSIGNMENT PAY

All compensation adjustments require formal action to be effective. As such, no compensation adjustments authorized by this article shall become effective until an official transaction form authorizing the adjustment is approved by the Director of Human Resources.

A. Lead Parking Attendant Assignment

Employees in the classification of Parking Attendant who are assigned as a shift lead will receive assignment pay of fourteen percent (14%) while so assigned.

B. Rexford Attendant Assignment

Employees in the classification of Parking Attendant who are assigned to the Rexford Parking Structure Booth will receive assignment pay of five percent (5%) while so assigned.

C. Uniform Ordering Assignment

Employees in the classification of Parking Attendant who are assigned the responsibility of ordering uniforms will receive assignment pay of five percent (5%) while so assigned. The Parking Attendant shares some of the responsibilities with the Parking Supervisor (who is not represented by the Association). The delineation of the responsibilities is as follows:

Parking Attendant Uniform Bonus Assignment	Parking Attendant	Parking Supervisor
Uniform Assignment checklist	X	
Uniform Fittings	X	X
Prepare Uniforms for Pick Up Vendor/Employees	X	
Receive Uniforms from Vendor/Employees	X	
Provide invoice for review		X
Review invoices - noting revisions	X	X
Report errors to Supervisor	X	
Report errors to Manager/PW		X
Schedule uniform fittings for new employees		X
Request changes to uniforms/sizes/returns	X	X
Report damages	X	X
Secure Inventory	X	
Weekly meeting	X	X

D. Passport Services Assignment

Employees assigned to Passport Desk in the Library to perform Passport service shall be paid six percent (6%) of their hourly rate for each hour they are assigned to the Passport Desk.

7. WELLNESS PAY

The City agrees that, employees in the unit will receive one percent (1.0%) for each hour worked up to 40 hours in a week (i.e., not for overtime hours) for wellness pay. Effective the pay period following City Council approval of this MOU, the City agrees that employees in the unit will receive an additional one-half of one percent (0.5%) (for a total of 1.5% of annual base pay) for wellness pay.

Wellness pay is provided to employees to promote wellness. This includes, but is not limited to, purchase of gym memberships, physical fitness equipment or medical exams or treatments designed to improve overall employee health. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and is therefore not pensionable.

Effective the pay period including October 1, 2022, the City agrees that employees in the unit will receive an additional one half of one percent (0.5%) (for a total of 2.0% of annual base pay) for wellness pay.

However, if the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate exceeds 10.303%, (the 2020-2021 Rate) employees in the unit who are in CalPERS will cost share on an ongoing basis (in accordance with Government Code section 20516(f)) as follows: Classic Employees: One-half (1/2) of the amount by which the Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 1.0% of compensation earnable.

New Members as defined by the Public Employees' Pension Reform Act of 2013: One-half (1/2) of the amount by which the Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 1.0% of pensionable compensation.

This cost share would be effective the first day of the pay period including October 1, 2022. For example, if the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate increases to 11.503% (a 1.2% increase over the 2020-2021 rate), employees will cost share 0.6% on an ongoing basis. If the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate increases to 12.5% (which is more than 2% above the 2020-2021 rate), the employees shall cost share 1.0%, the maximum amount. Rate increases will be applied to the one thousandth of a percent. If there is rounding necessary, the City will round up. The maximum cost share an employee can pay effective the first day of the pay period including October 1, 2022 is one percent (1.0%).

If the Association ever informs the City that it no longer agrees to cost share, the employees' wellness pay will be reduced by the same percentage as reduction in the cost share.

8. HEALTH INSURANCE

A. Medical Insurance

Regular Part-Time employees (as well as any other employee in the unit who reach the hours' threshold for coverage under the Affordable Care Act) will be offered health insurance benefits at the time of hire. The City shall provide health insurance plans through the Public Employees' Retirement System (CalPERS).

The City shall contribute an amount equal to the single party premium rate of Kaiser HMO for the Los Angeles Region (as set forth by CalPERS) for the purchase of medical insurance. This contribution is inclusive of the annual CalPERS statutory minimum amount. Since the City is only paying for single party coverage, a Regular Part-Time employee may purchase dependent insurance, either two party or family coverage over the City's contribution at the employee's expense. An employee may select coverage of any CalPERS medical plan for themselves and any eligible dependents.

If at any time during the term of the MOU, the City is subject to penalties under the Affordable Care Act (“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.

B. Opt-Out of Medical Insurance

A Regular Part-Time employee who opts out will not receive the City’s health insurance contribution in Section 8A who satisfies the Eligible Opt-Out Arrangement rules of the Affordable Care Act, shall be paid \$100 per month in lieu of medical insurance benefits. An employee who later requests to re-enroll may do so pursuant to CalPERS rules and regulations.

C. Dental Insurance

The City shall make available a dental benefit plan for Regular Part-Time employees. The City shall contribute the single party rate for this plan. A Regular Part-Time employee may select dependent coverage at the employee’s cost. While Guardian is currently the carrier for dental insurance, the benefits, terms, conditions, and provider for such plan shall be as determined solely by the City (provided that such plan is no less favorable than a plan available to any other group of City employees).

D. Vision Insurance

The City shall make available a vision insurance plan for Regular Part-Time employees in which they can enroll at their own expense.

9. LEAVE BENEFITS

A. Regular Part-Time Employee Leave Accrual

1. Regular Part-Time employees will accrue universal leave. Such leave and may be used for illness and injury (as traditional sick leave is used) or scheduled in advance for rest and relaxation (the way traditional vacation is used). Time in service (to be eligible for universal leave as set forth in the chart below) will begin to accrue on an employee’s date of hire. An employee who leaves this unit for another position in a full-time unit and then returns to the part-time unit (i.e., this unit) will have their time in the full-time unit count as time in service for purposes of accruing universal leave.

Regular Part-Time employees shall accrue leave as set forth in the following chart. The number identified below for years of service for leave accrual will be multiplied by the number of hours worked in a pay period for eligible employees. Thus, for example, if an employee with 9 years of service works 50 hours in a pay

period, their leave accrual will be $50 \times .06 = 3$ leave hours accrued in the pay period.

First 7 years of service as a Regular Part-Time employee	7 - 14 years of service as a Regular Part-Time employee	After 14 years of service as a Regular Part-Time employee
.04	.06	.08

Said leave may be used for any authorized absence.

2. Leave accruals shall be cashed out upon separation from City employment at the employee's final base hourly rate of pay.
3. Regular Part Time employees may accrue up to a maximum of 240 hours of universal leave. Once an employee accrues 240 hours of universal leave, they will not accrue additional universal leave until they reduce their accruals below 240 hours. Supervisors will not unreasonably deny a request to use universal leave requested in advance so that employees at the 240 hour cap may reduce their accruals.
4. The unused leave balance of Regular Part-Time employees appointed to full-time probationary or exempt positions will be converted to vacation time credit, effective on the date of appointment, since full-time employees earn vacation, not universal leave. Such vacation time shall be subject to all of the rules, regulations, or procedures that apply to vacation time and its use in the applicable unit, group, or department, including, without limitation, rules applying to the use of vacation during probation.
5. Regular Part-Time employees who become a full-time employee of the City shall receive seniority credit on a 2:1 ratio towards vacation accrual. For example, a 12-year Regular Part-Time employee who becomes a member of the full-time MEA bargaining unit shall accrue vacation as though they were a six-year employee in the full-time unit. Only time spent as a Regular Part-Time counts for purposes of qualifying for this benefit.

B. Leave Request

An employee using universal leave as traditional vacation shall make written request for such leave. Ordinarily, seven (7) days' advanced notice shall be required to use leave as traditional vacation. However, an employee wishing to use universal leave as traditional vacation with less than seven (7) days' notice may make a request. Such request will be considered within the discretion of the employee's supervisor. Every Department Head shall, if necessary, establish a leave schedule for each calendar year. The Department Head will make decisions on leave time requests based on seniority (defined as length of service with the City) and will grant leave time if the employee can be spared. Once leave time is requested, the Department Head shall notify

the employee as soon as possible whether their request is approved, and if not, when alternate leave time may be granted. An employee using universal leave for unscheduled absences (e.g., sick leave) shall follow department protocols.

C. Leave Without Pay

An employee may be granted leave time without pay. The Department Head will make decisions on leave time requests based on seniority and will grant leave time if the employee can be spared. Once leave time is requested, the Department Head shall notify the employee as soon as possible whether their request is approved, and if not, when leave time may be granted. The City will endeavor to grant requests for leave without pay whenever possible. However, given the operational needs of the City, there is no guarantee that the employee's job will remain open once the leave expires. In addition, even if the employee's job is still available, changes in work schedule or job location may occur if necessary for operational reasons.

D. Jury Duty and Witness Leave

Jury Duty

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. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.
2. If a unit member is required to be absent from work to report for jury duty, the employee will notify their 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 they 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 (4) hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.
4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
5. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.

6. An employee who is called to jury duty will not be subject to working their full graveyard or swing shift if there is not a minimum of ten (10) hours before or after assigned jury duty. If there is less than ten (10) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave their shift early to allow for a minimum break of ten (10) hours. If there is less than ten (10) hours between the end of jury duty and the start of their shift, an employee will be able to delay their usual start time to ensure a ten (10) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

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, shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time off without pay to appear at a matter outside the scope of their employment in which the employee is a party. An employee who is participating in a judicial or quasi-judicial proceeding that is within the scope of their employment shall be paid as part of work hours.

E. Paid Sick Leave Law Compliance

The City will comply with Labor Code 245-249 by providing paid sick leave for part-time Hourly employees at the rate of one (1) hour for every thirty (30) hours worked. Additionally, universal leave accrued by Regular Part-Time employees may be used as sick leave for the reasons specified by law. An Hourly employee may use half of their annual accrual of sick leave for family illness reasons specified by law. An Hourly or Seasonal employee who becomes a Regular Part-Time employee shall have any sick leave they accrued converted to universal leave at the time they become a Regular Part-Time employee.

F. Leave for School Activities

All requests for leave for the purposes provided by California Labor Code section 230.8 (leave to participate in school-related activities of the children of association members) will comply with the law.

G. Family and Medical Care and Kin-Care Leave

The City shall comply with California Labor Code section 233 (Kin-Care) and the state and federal Family and Medical Care Leave Acts. The City's policies regarding these laws are available on the Bevy and in the Human Resources Department.

H. Military Leave

The City shall comply with the federal (Uniformed Services Employment and Reemployment Rights Act) and state (Military and Veterans Code) law when an employee's absence is due to military leave.

I. Bereavement Leave

Bereavement leave for Regular Part-Time employees is an absence occasioned by the death of a family member, herein defined as a child, parent (including parent in law), spouse, registered domestic partner, grandparent, grandchild or sibling.

Up to a maximum of two scheduled work shifts of bereavement leave per calendar year may be used in the event of the death of a family member.

Requests for bereavement leave shall be made in writing, when feasible, and shall be approved by the department head or designee.

10. HOLIDAYS

A. Definitions

The following are holidays subject to this article.

New Year's Day (January 1st)
Martin Luther King, Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
The day after Thanksgiving Day
Christmas Day (December 25th)

These are generally recognized as City holidays on which City facilities may be closed and/or service levels impacted. If the City recognizes "Juneteenth" as an additional City holiday for any bargaining unit, it shall be recognized for this unit as well.

Premium holiday pay is defined as one and one-half (1 ½) times the employee's regular rate of pay for time worked on a holiday listed above.

B. City Determination of Employee’s Holiday Work Schedule

The City shall determine a Regular Part-Time employee’s holiday work schedule no less than fourteen (14) days prior to the actual workday. Generally, an employee’s normal work schedule within the workweek shall not be changed to avoid payment of holiday pay.

Normal work schedule is defined as the specific hours to be worked as well as the physical location of that work. The physical location may be any or all locations as determined by the applicable Department Head and/or their designee.

C. Premium Pay for Hours Worked on Holidays

Regular Part-Time employees who are authorized to work any of the holidays designated in this article will be paid premium holiday pay for all hours worked.

Hourly Part-Time employees assigned to work on Independence Day (July 4th), Veterans Day (November 11th), Thanksgiving Day (4th Thursday in November), Christmas Day (December 25th) or New Year’s Day (January 1st) shall be paid the premium holiday rate.

In no case, even if the employee works in excess of forty (40) hours per week, will the employee receive more than one and one half (1½) times for any hours worked.

D. Employees Not Scheduled to Work on Holidays

Employees (including Regular Part-Time, Hourly, or Seasonal) who are not required to work on a holiday shall not receive holiday pay. However, an employee may choose to use their accrued universal leave on holidays they are not required to work (because the City or their work location is closed) but would otherwise be scheduled.

If a holiday falls or is recognized as falling on an employee’s regular work day and the City closes a City facility(ies), Regular Part-Time employees who are not required to work as a result will be entitled to work the hours they would have otherwise been scheduled within the same pay period.

11. UNIFORMS

Uniformed personnel shall receive uniforms at the City's expense. Said uniforms shall be the property of the City. The City shall replace damaged or worn-out uniform parts, as necessary.

The parties agree that to the extent permitted by law, the value of the uniforms provided herein is special compensation and shall be reported as such pursuant to Title 2, CCR 571(a)(5). The City will report as special compensation the value of the uniforms for unit members who are “Classic Members” (as described in Exhibit C to this MOU) per the Public Employees’ Pension Reform Act of 2013. “New members” as defined under the Public Employees’ Pension Reform Act of 2013 are not permitted to have the value of the uniforms reported as special compensation.

12. HOURS

The hours of work for Part-Time employees, by their nature, vary. Generally, Part-Time employees will work a regular schedule. Part-time employees shall receive their respective hourly rate for work up to forty (40) hours per workweek. Hours worked over forty (40) hours per workweek will be compensated at one and one-half (1½) times the employee's regular rate of pay.

The scheduling of hours for Part-Time employees shall be based on seniority (defined as time in the employee's classification). The more senior employees possessing the necessary skills to perform the work within the job classification will be assigned the greater number of hours. Scheduling of hours within each job classification shall be made in the following order: Regular Part-Time, Hourly Part-Time and Seasonal Part-Time.

The scheduling of the shifts for Part-Time employees shall be based upon seniority, herein defined as time in the employee's classification. The more senior employees possessing the necessary skills to perform the work within the job classification will be given preference in the selection of shifts. Shift selections within each job classification shall be made in the following order: Regular Part-Time, Hourly Part-Time and Seasonal Part-Time.

Notwithstanding the above, management has the right to schedule employees based upon the need and the qualifications necessary to perform the specific work needed to be completed. Management retains the right to establish work schedules and hours, including making schedule changes where necessary. Supervisors and managers are encouraged to provide employees with 14 days advance notice of their assigned work schedules whenever possible.

When the preschool is on a break and/or students are not in attendance, the Pre-School teachers Head Pre School Teachers and Pre School Assistants will still be assigned to work a minimum of twenty-five (25) hours per week. However, all such work must be performed at the City (with the exception of purchasing supplies or equipment) and must be accounted for on the teachers' time sheets. The teachers, at their option, may request to use accrued leave time (i.e., universal leave) to cover all or part of the twenty-five (25) hours. Approval of such leave time will be in accordance with the leave approval practices and provisions of this MOU.

Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets and submit all time sheets by the deadline established by the Payroll Division of the Finance Department. Under no circumstances may an employee work any time in addition to their regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from their supervisor.

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

For example, if an employee whose work schedule is 7:30 a.m. to 12:30 p.m. works until 12:48 p.m. they would record 5.3 hours for the day.

The parties agree that if the City 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.

13. REST PERIODS AND MEAL TIMES

At the discretion of the City, rest periods will be provided to employees whenever possible. Such rest periods will be provided at the rate of ten (10) consecutive minutes for each four (4) (or major portion thereof) hours worked, and will occur as near as possible to the middle of the work period. Rest periods are paid as time worked and will be scheduled by the City. The City may require employees to remain on the premises during the ten (10) minute break(s).

Ten (10) minute rest periods will be provided as follows for the hours involved.

Total Hours of Work	Rest Periods Authorized Per Shift
0-3.5	0
3.5-6.0	1
6.0-10.0	2
10.0-14.0	3
14.0-18.0	4

A one-half (0.5) hour meal period will be provided for every five (5)-hour work period, unless six (6) hours of work will complete the day's work and the employee voluntarily elects to forego the meal period. As the City and the Association agree that customer service is important, those employees whose workstations necessarily come into contact with the public will not be allowed to consume food at their workstations. Such employees will, if eligible for a meal period as outlined above, be required to take their meal periods away from their respective workstation.

Meal periods will be uncompensated by the City unless agreed to by the City in advance of the individual meal period.

14. NON-DISCRIMINATION

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religious creed, color, sex, age, disability, national origin, sexual orientation, ancestry, gender, gender identity, gender expression, marital status, or any other protected status defined under anti-discrimination laws.

15. MANAGEMENT RIGHTS

Except as limited by the specific and express terms of the 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 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; suspend or discharge employees; 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 classification organizational structure and personnel by which the operations are carried out; and to establish qualifications and quality standards.

16. PERSONNEL FILES

The City shall maintain only one official personnel file for each employee. The official personnel file shall be housed in the City's Human Resources Department. Employees shall be entitled to review the contents of their official personnel file at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular hours of the Human Resources Department. Employees often receive commendations or other positive comments about their work from citizens or other employees. Employees have the right to request that any such positive written comments be placed in their personnel file and said comments will be placed in the personnel file. Comments adverse to an employee's interests shall be provided to the employee prior to such comments being placed in the employee's personnel file. An employee shall have thirty (30) calendar days in which to attach a response to an adverse comment. Any such response shall accompany the adverse comment in the employee's personnel file.

17. ASSOCIATION-RELATED BUSINESS

A. Stewards Program

MEA may select a total of six (6) stewards for this Unit. MEA shall give to the City's representative a written list of employees who have been selected as stewards. This list shall be kept current by MEA and submitted to the Director of Human Resources every six (6) months. The role of the steward is to provide timely MEA representation to employees seeking such assistance in the resolution of employment disputes or potential employment disputes.

Stewards, when leaving their work locations to fulfill their responsibilities as steward, shall first obtain permission from their immediate supervisor and inform them of the general nature of the business. Permission to leave shall be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly the steward shall be, if possible, informed when time may be made available.

MEA stewards shall complete a time-use slip to document MEA activity time used as part of the allocation set forth herein. This slip shall be initialed by the steward using the time and by the supervisor authorizing it. The authorization slip shall be submitted to the Human Resources Department. Steward business which is subject to release time according to this Article may be conducted only at City work locations. Employees must track their use of Steward business in the City's timekeeping system by using appropriate payroll codes so that the City can keep accurate, ongoing records of the amount of leave used for the year at any time.

Upon entering a work location, the steward shall inform the appropriate supervisor of the nature of the business. Permission to leave the job shall be granted promptly to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward shall be immediately informed, if possible, when the employee may be made available.

MEA agrees that a steward shall not log compensatory time (which is only applicable to a Steward in the full-time MEA unit) or overtime pay for the time spent performing any function of a steward. To the extent possible, due to the nature of part-time employment, the City expects some of the stewards to conduct association related business on their own time.

B. Dues Deduction

The City shall remit the dues deductions in the amount the Association sets on a periodic basis. Deduction authorizations shall remain in full force and effect until, and so long as, MEA remains the formally-recognized employee representative for this Unit.

As some Part-Time employees work a limited number of hours, the MEA does not wish for dues to constitute a financial hardship. If two percent (2%) of the employee's gross pay per pay period is less than the amount of the dues, then the payroll deduction shall be two percent (2%) of the employee's gross pay.

C. Bulletin Boards

MEA may post no more than two (2) MEA documents at any one time on City bulletin boards, provided that such documents are not of a political or discriminatory nature. The President of the MEA, or their designee, shall be the only party authorized to approve notices for placement on City bulletin boards.

D. Use of City Facilities

Representatives of MEA may use City facilities for general membership meetings with City approval and prior approval from the individuals(s) responsible for scheduling rooms in the department. The MEA may hold their Board of Stewards meetings during the lunch period or after work in the Library or other facilities, subject to City approval.

E. Association Business and Training

The City will grant up to one hundred (100) hours per contract year to MEA for the purpose of training and to conduct MEA business in this bargaining unit. The time shall be allocated by MEA as it believes appropriate. The Human Resources Department shall be notified of the use of this time and maintain records of its use as necessary. MEA representatives utilizing this time shall notify their supervisors and shall endeavor to provide as much advance notice as possible. If the time is being used for training, the employee must notify their supervisor for approval as training is known in advance. Employees must track their use of the one hundred (100) hours in the City's timekeeping system by using appropriate payroll codes so that the City can keep accurate, ongoing records of the amount of leave used for the year at any time. If an employee in the unit participates in the MEA issues meeting during work hours, it will not be deducted from the 100 hours.

F. Translation Duties

Neither Supervisors nor employees designated as Leads or Lead Workers shall direct employees to perform translation duties as part of their job.

G. Personal Vehicles

Employees in this unit are not required to use their personal vehicles for City business.

18. GRIEVANCE PROCEDURE FOR REGULAR PART-TIME EMPLOYEES

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 party. 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 a Regular Part-Time employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this MOU or any past practice.

B. Timeliness of a Grievance

All grievances must be filed within sixty (60) calendar days of the occurrence giving rise to the grievance or the time within which the grievant (either the Regular Part-Time 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 either an employee or Association is the grievant – Communication with the Human Resources Department: Whenever an employee or Association believes that there has been a violation, misinterpretation, or misapplication of the terms of this MOU, the employee or Association shall inform the Director of Human Resources in writing of the alleged violation, misinterpretation, or misapplication. The Director of Human Resources shall either promptly schedule a meeting with the designated employee or the Association representative to discuss the grievance, or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the Director of Human Resources shall present their determination in writing within fifteen (15) calendar days of the meeting. The response will be sent by e-mail to the designated employee or Association representative.
2. Step 2 – City Manager: If the employee or Association is not satisfied with the results of Step 1 (or the Director of Human Resources does not respond within the time limits for a response), the employee or Association may move the grievance to the City Manager. To do so the employee or Association must present, in writing, to the Director of Human Resources a document setting forth the alleged violation, misinterpretation, or misapplication of the terms of this MOU and requesting that the grievance be submitted to the City Manager. This document must be presented within ten (10) calendar days of the date the Step 1 response was e-mailed to the employee or Association representative, or within ten (10) calendar days from the last date the response was due if no response was given.
3. The City Manager or designee (who may only be the Assistant or Deputy City Manager) may hear the grievance or may choose to have a hearing officer (mutually selected by the parties from a list obtained from the Public Employment Relations Board) hear the grievance, and then issue a recommendation to the City Manager. If a hearing officer is chosen, they will make a recommendation to City Manager. The City Manager may accept, reject or modify the hearing officer's recommendation or any part thereof. The City Manager's decision shall be issued within thirty (30) days and shall be the final administrative decision on the matter, subject to appeal under CCP §1094.5.

D. Hourly Part-Time Employees

Employee complaints and concerns over working conditions may be submitted to the Director of Human Resources for review. The Director of Human Resources will evaluate the matter and determine whether the complaint or concern is or is not valid. It is an opportunity to bring forth a complaint or concern, not a right to a hearing or any other process. If the Director of Human Resources determines that the complaint or concern is valid, they will determine whether action is necessary to address the issues raised in the complaint or concern. Hourly employees are not entitled to submit MOU disputes to the Director of Human Resources for review, and are not entitled to pursue an individual grievance using the procedure above

E. Seasonal Part-Time Employees

Seasonal Part-Time employees shall have no right to review of MOU disputes, and/or complaints or concerns over working conditions by the Director of Human Resources. They shall also have no right to pursue an individual grievance using the procedure above.

19. JOB DESCRIPTIONS AND RECRUITMENT OPPORTUNITIES

The City shall provide MEA with a copy of any proposed change to any existing and/or new job description and MEA shall provide comments, if any, to the City within two (2) weeks upon receipt of the job description(s).

The City values the need and desire for all employees to be aware of new job openings and to have the ability to apply for those positions. The City agrees to notify MEA when openings occur and ensures that positions are open for at least seven (7) calendar days to give existing employees the opportunity to apply for the opening. However, in the case of operational need, the City can request of the Association to be relieved of the seven (7) day posting requirement and the Association agrees that it will respond to the request within twenty-four (24) hours.

20. SERVICE CREDIT POINTS

Service credit points shall be applicable to employees who pass the qualifying examination for a full-time position in the City. Those part-time employees who work a continuous 1,000 hours per calendar year (i.e., Regular Part-Time Employees) shall be entitled to one-half (1/2) of one service credit point for each year of service up to ten (10) service credit points. Service credit points shall be added to the examination score.

21. RETIREMENT

A. Social Security Alternative Retirement Plan

The City has adopted an Alternate Retirement Plan (ARP) through the Public Agency Retirement Services (PARS) for those unit employees who are not members of the California Public Employees' Retirement System (CalPERS) and who are otherwise subject to mandatory Social Security coverage requirements. All eligible unit employees (i.e., all employees who are not included in CalPERS) will be covered by the PARS 457 Alternative Retirement Plan. Employees will continue to participate in and will make contributions toward Medicare, as required by law. If an employee is enrolled in the ARP plan at the time of hire and subsequently works 1,000 hours in any fiscal year, they will automatically be enrolled in CalPERS and shall be removed from the ARP provided through PARS.

The PARS 457 Alternative Retirement Plan provides that each pay period, 6.2% will be deducted from all eligible employees' salaries and deposited into their PARS 457 FICA Plan Account. In addition, each pay period, the City will contribute 1.3% of each eligible employee's salary to their PARS 457 FICA Plan Account.

The form of the ARP, including subsequent up-dates, changes, or amendment, shall be as determined solely by the City provided it meets the minimum benefit requirements for an alternate retirement system under the Internal Revenue Code. Any change in the substance of the plan must be made by agreement of the parties.

Employees with thirty (30) or more qualifying quarters in Social Security who wish to remain in Social Security for the purpose of obtaining the 40 qualifying quarters required to vest in Social Security may petition the Director of Human Resources.

B. CalPERS Retirement Benefits

Regular Part-Time employees will be enrolled in CalPERS at the time of hire and will receive the same retirement formula as other, similarly-situated, miscellaneous City employees who are enrolled in CalPERS. Should an Hourly employee at any point work in excess of 1,000 hours in any given fiscal year, they will be enrolled in CalPERS.

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.

1. For "Classic Member" Employees

- a) Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4.

- b) Single Highest Year: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which "classic member" employees in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.
 - c) Payment of Employee/Member Contribution: Classic Members pay their 8% Member Contribution. 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.
2. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)
- a) Retirement Formula: Employees 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).
 - b) Retirement Benefit Calculation Period: For employees defined as "new members" under the PEPRA, such employees' final compensation will be based on the highest annual average pensionable compensation during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
 - c) Payment of Employee/Member Contribution: 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 each year in their annual valuation, 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 an 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 current half the normal cost amount and eight percent (8%), so that their total retirement contribution will be eight percent (8%).

3. Additional Optional Benefits For All Employees in CalPERS

- a) 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. Employees pay the employee premium for this benefit.
- b) Pre-Retirement Option 2 Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for all employees covered by CalPERS.
- c) Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
- d) 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.
- e) 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.
- f) Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
- g) Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

22. SAVINGS CLAUSE

If any provision of the MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining provisions of the MOU shall remain in full force and effect. In the event of such invalidation, the parties shall replace any illegal or unenforceable benefit with another benefit or provision of equal or similar value. The City and Association shall meet and confer in good faith concerning the provision of a replacement benefit or provision of equal or similar value, including whether a replacement benefit or provision is necessary and appropriate. This section shall not require a replacement provision that will result in financial or administrative burden to the City, including the amount and timing, greater than the provision it is replacing. If the parties are unable to reach agreement, they agree to submit the matter to the procedure set forth in Article 18.

FOR THE MUNICIPAL EMPLOYEES ASSOCIATION OF BEVERLY HILLS



Steve Jaramillo, President

June 23, 2022 | 08:05 PDT

Date

Bargaining Team:



Michal Burk

June 23, 2022 | 08:08 PDT

Date



Ruth Perez

June 27, 2022 | 15:57 PDT

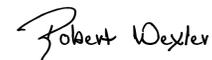
Date



Ryan Nelson

July 5, 2022 | 12:52 PDT

Date



Robert Wexler

July 7, 2022 | 12:37 PDT

Date

FOR THE CITY OF BEVERLY HILLS



Shelley Ovrom

July 7, 2022 | 12:38 PDT

Date



Kirsten Rowe

July 7, 2022 | 12:39 PDT

Date



Michael Nettles

July 12, 2022 | 10:22 PDT

Date



Peter Brown

July 12, 2022 | 10:25 PDT

Date

EXHIBIT "A"**PART-TIME UNIT HOURLY SALARY SCHEDULE
EFFECTIVE JULY 2, 2022**

RPT	Hourly	Classification	FTE	Step 1	Step 2	Step 3	Step 4	Step 5	
N/A	6201	Administrative Intern-Grad		\$18.07	\$18.98	\$19.93	\$20.92	\$21.97	
N/A	6200	Administrative Intern-Undergrad		\$15.30	\$16.07	\$16.87	\$17.71	\$18.59	
TBD	TBD	Art Handler		\$29.81	\$31.39	\$33.04	\$34.78	\$36.61	
TBD	TBD	Arts and Events Specialist		\$29.81	\$31.39	\$33.04	\$34.78	\$36.61	
N/A	5580	Assistant Market Manager		\$25.59	\$26.87	\$28.21	\$29.62	\$31.11	
TBD	TBD	Building Maintenance Attendant	G-22	\$20.51	\$21.64	\$22.83	\$24.09	\$25.41	
N/A	4575	Cable TV/Video Specialist		\$34.72	\$36.45	\$38.27	\$40.19	\$42.20	
5600	5601	Child Care Counselor		\$18.06	\$19.01	\$20.01	\$20.91	\$21.96	
5599	5598	Child Care Site Coordinator		\$24.51	\$25.73	\$27.02	\$28.38	\$29.79	
TBD	TBD	Code Enforcement Investigator		\$22.21	\$23.32	\$24.48	\$25.70	\$26.99	
5565	5566	Community Services Assistant (was Tennis Clerk)		\$15.30	\$16.07	\$16.87	\$17.71	\$18.59	
5555	5556	Community Services Facility Attendant (was Rec Leader II)		\$15.30 Flat Rate					
TBD	TBD	Crime Prevention Officer		\$24.23	\$25.44	\$26.70	\$28.04	\$29.45	
6191	6192	Customer Service Representative	G-52	\$27.65	\$29.17	\$30.77	\$32.47	\$34.25	
N/A	5581	Farmer's Market Coordinator		\$23.27	\$24.43	\$25.65	\$26.94	\$28.28	
N/A	3125	Fire Cadet		\$15.30 Flat Rate					
TBD	TBD	Food Service Specialist		\$20.26	\$21.32	\$22.44	\$23.56	\$24.74	
N/A	4025	Librarian I	G-75	\$34.76	\$36.67	\$38.69	\$40.82	\$43.06	
4022	4021	Librarian II	H-05	\$38.02	\$40.11	\$42.31	\$44.64	\$47.10	
4050	4051	Library Clerk I	G-35	\$23.35	\$24.63	\$25.98	\$27.41	\$28.92	
4046	4047	Library Clerk II	G-45	\$25.79	\$27.21	\$28.70	\$30.28	\$31.95	
N/A	4062	Library Page		\$15.30 Flat Rate					
N/A	4036	Library Technician	G-58	\$29.35	\$30.96	\$32.67	\$34.46	\$36.36	
TBD	TBD	Lifeguard		\$15.30 Flat Rate					

<u>RPT</u>	<u>Hourly</u>	<u>Classification</u>	<u>FTE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
TBD	TBD	Mechanic Helper		\$18.82	\$19.77	\$20.75	\$21.79	\$22.88	
6195	6196	Office Clerk (was Data Entry Specialist)		\$18.82	\$19.77	\$20.75	\$21.79	\$22.88	
TBD	TBD	Park Maintenance Worker		\$17.97	\$18.87	\$19.82	\$20.81	\$21.85	
3765	3766	Park Ranger		\$21.09	\$22.15	\$23.26	\$24.42	\$25.64	
3615	3616	Parking Attendant		\$15.30	\$16.07	\$16.87	\$17.71	\$18.59	
3617	N/A	Parking Specialist		\$21.85	\$22.94	\$24.09	\$25.30	\$26.56	
3610	3611	Permit Parking Assistant		\$15.30	\$16.07	\$16.87	\$17.71	\$18.59	
3115	3116	Personnel & Training Specialist		\$25.11	\$26.37	\$27.69	\$29.07	\$30.53	
N/A	3130	Police Cadet		\$17.57	\$18.45	\$19.38	\$20.35	\$21.36	
5595	N/A	Preschool Teaching Assistant (was Preschool Assistant)		\$18.06	\$19.01	\$20.01	\$20.91	\$21.96	
5585	N/A	Preschool Head Teacher		\$33.10	\$34.76	\$36.50	\$38.31	\$40.23	
5590	N/A	Preschool Teacher		\$24.51	\$25.73	\$27.02	\$28.38	\$29.79	
5518	5519	Program Operations Specialist		\$27.60	\$28.98	\$30.43	\$31.95	\$33.55	
N/A	5560	Recreation Aide (was Recreation Leader I)		\$15.30 Flat Rate					
5550	5551	Recreation Leader		\$17.40	\$18.32	\$19.29	\$20.30	\$21.37	
5545	5546	Recreation Specialist - Seasonal		\$25.50 Flat Rate					
5545	5546	Recreation Specialist (Hourly and RPT)		\$15.30	\$16.07	\$16.87	\$17.71	\$18.59	
4041	N/A	Senior Library Clerk	G-55	\$28.49	\$30.05	\$31.71	\$33.45	\$35.29	
4056	N/A	Senior Library Page	F-16	\$15.00	\$15.00	\$15.00	\$15.46	\$16.31	
N/A	4546	Senior Support Specialist	H-05	\$38.02	\$40.11	\$42.31	\$44.64	\$47.10	
TBD	TBD	Sr. Arts and Events Specialist		\$32.80	\$34.53	\$36.34	\$38.26	\$40.27	
4573	N/A	Sr. Video Production Specialist		\$29.29	\$30.83	\$32.46	\$34.17	\$36.00	
TBD	TBD	Tree Maintenance Worker		\$18.90	\$19.84	\$20.84	\$21.88	\$22.97	
5542	N/A	Venue Coordinator	G-71	\$33.40	\$35.24	\$37.18	\$39.22	\$41.38	
4572	N/A	Video Producer/Editor (was Cable TV/Video Associate I)	G-75	\$34.76	\$36.67	\$38.69	\$40.82	\$43.06	
N/A	4581	Video Production Specialist (was Cable TV/Video Asst.)		\$25.60	\$26.95	\$28.37	\$29.78	\$31.27	
TBD	TBD	Volunteer Coordinator		\$21.53	\$22.61	\$23.74	\$24.93	\$26.17	

**PART-TIME UNIT HOURLY SALARY SCHEDULE
EFFECTIVE SEPTEMBER 24, 2022**

<u>RPT</u>	<u>Hourly</u>	<u>Classification</u>	<u>FTE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
N/A	6201	Administrative Intern-Grad		\$18.43	\$19.36	\$20.33	\$21.34	\$22.41
N/A	6200	Administrative Intern-Undergrad		\$15.61	\$16.39	\$17.21	\$18.06	\$18.96
TBD	TBD	Art Handler		\$30.41	\$32.02	\$33.70	\$35.48	\$37.34
TBD	TBD	Arts and Events Specialist		\$30.41	\$32.02	\$33.70	\$35.48	\$37.34
N/A	5580	Assistant Market Manager		\$26.10	\$27.41	\$28.77	\$30.21	\$31.73
TBD	TBD	Building Maintenance Attendant	G-22	\$20.92	\$22.07	\$23.29	\$24.57	\$25.92
N/A	4575	Cable TV/Video Specialist		\$35.41	\$37.18	\$39.04	\$40.99	\$43.04
5600	5601	Child Care Counselor		\$18.42	\$19.39	\$20.41	\$21.33	\$22.40
5599	5598	Child Care Site Coordinator		\$25.00	\$26.24	\$27.56	\$28.95	\$30.39
TBD	TBD	Code Enforcement Investigator		\$22.65	\$23.79	\$24.97	\$26.21	\$27.53
5565	5566	Community Services Assistant (was Tennis Clerk)		\$15.61	\$16.39	\$17.21	\$18.06	\$18.96
5555	5556	Community Services Facility Attendant (was Rec Leader II)		\$15.61 Flat Rate				
TBD	TBD	Crime Prevention Officer		\$24.71	\$25.95	\$27.23	\$28.60	\$30.04
6191	6192	Customer Service Representative	G-52	\$28.20	\$29.75	\$31.39	\$33.12	\$34.94
N/A	5581	Farmer's Market Coordinator		\$23.74	\$24.92	\$26.16	\$27.48	\$28.85
N/A	3125	Fire Cadet		\$15.61 Flat Rate				
TBD	TBD	Food Service Specialist		\$20.67	\$21.75	\$22.89	\$24.03	\$25.23
N/A	4025	Librarian I	G-75	\$35.45	\$37.40	\$39.46	\$41.63	\$43.92
4022	4021	Librarian II	H-05	\$38.78	\$40.91	\$43.16	\$45.53	\$48.04
4050	4051	Library Clerk I	G-35	\$23.81	\$25.12	\$26.50	\$27.96	\$29.50
4046	4047	Library Clerk II	G-45	\$26.30	\$27.75	\$29.28	\$30.89	\$32.59
N/A	4062	Library Page		\$15.61 Flat Rate				
N/A	4036	Library Technician	G-58	\$29.94	\$31.58	\$33.32	\$35.15	\$37.09
TBD	TBD	Lifeguard		\$15.61 Flat Rate				
TBD	TBD	Mechanic Helper		\$19.20	\$20.17	\$21.17	\$22.23	\$23.34
6195	6196	Office Clerk (was Data Entry Specialist)		\$19.20	\$20.17	\$21.17	\$22.23	\$23.34
TBD	TBD	Park Maintenance Worker		\$18.33	\$19.25	\$20.22	\$21.23	\$22.29
3765	3766	Park Ranger		\$21.51	\$22.59	\$23.73	\$24.91	\$26.15

<u>RPT</u>	<u>Hourly</u>	<u>Classification</u>	<u>FTE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
3615	3616	Parking Attendant		\$15.61	\$16.39	\$17.21	\$18.06	\$18.96
3617	N/A	Parking Specialist		\$22.29	\$23.40	\$24.57	\$25.81	\$27.09
3610	3611	Permit Parking Assistant		\$15.61	\$16.39	\$17.21	\$18.06	\$18.96
3115	3116	Personnel & Training Specialist		\$25.61	\$26.90	\$28.24	\$29.65	\$31.14
N/A	3130	Police Cadet		\$17.92	\$18.82	\$19.77	\$20.76	\$21.79
5595	N/A	Preschool Teaching Assistant (was Preschool Assistant)		\$18.42	\$19.39	\$20.41	\$21.33	\$22.40
5585	N/A	Preschool Head Teacher		\$33.76	\$35.46	\$37.23	\$39.08	\$41.03
5590	N/A	Preschool Teacher		\$25.00	\$26.24	\$27.56	\$28.95	\$30.39
5518	5519	Program Operations Specialist		\$28.15	\$29.56	\$31.04	\$32.59	\$34.22
N/A	5560	Recreation Aide (was Recreation Leader I)		\$15.61 Flat Rate				
5550	5551	Recreation Leader		\$17.75	\$18.69	\$19.68	\$20.71	\$21.80
5545	5546	Recreation Specialist - Seasonal		\$26.01 Flat Rate				
5545	5546	Recreation Specialist (Hourly and RPT)		\$15.61	\$16.39	\$17.21	\$18.06	\$18.96
4041	N/A	Senior Library Clerk	G-55	\$29.06	\$30.65	\$32.34	\$34.12	\$35.99
4056	N/A	Senior Library Page	F-16	\$15.30	\$15.30	\$15.30	\$15.77	\$16.63
N/A	4546	Senior Support Specialist	H-05	\$38.78	\$40.91	\$43.16	\$45.53	\$48.04
TBD	TBD	Sr. Arts and Events Specialist		\$33.46	35.22	\$37.07	\$39.03	\$41.08
4573	N/A	Sr. Video Production Specialist		\$29.88	31.45	\$33.11	\$34.85	\$36.72
TBD	TBD	Tree Maintenance Worker		\$19.28	\$20.24	\$21.26	\$22.32	\$23.43
5542	N/A	Venue Coordinator	G-71	\$34.07	\$35.94	\$37.92	\$40.00	\$42.21
4572	N/A	Video Producer/Editor (was Cable TV/Video Associate I)	G-75	\$35.45	\$37.40	\$39.46	\$41.63	\$43.92
N/A	4581	Video Production Specialist (was Cable TV/Video Asst.)		\$26.11	27.49	\$28.94	\$30.38	\$31.90
TBD	TBD	Volunteer Coordinator		\$21.96	\$23.06	\$24.21	\$25.43	\$26.69

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:

- (a) "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

Envelope Id: CE003F44811E484E9E171EC41342DCA1	Status: Completed
Subject: Please DocuSign: City of Beverly Hills and Part-Time MEA - 2021-2023 MOU - FINAL June 21 2022.DOCX	
Source Envelope:	
Document Pages: 32	Signatures: 9
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kirsten Rowe
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	455 N. Rexford Drive
	Beverly Hills, CA 90210
	krowe@beverlyhills.org
	IP Address: 198.245.189.166

Record Tracking

Status: Original	Holder: Kirsten Rowe	Location: DocuSign
6/22/2022 1:17:14 PM	krowe@beverlyhills.org	

Signer Events

Signer Events	Signature	Timestamp
Steven Jaramillo sjaramillo@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 107.119.57.50 Signed using mobile	Sent: 6/22/2022 1:25:07 PM Viewed: 6/23/2022 8:04:55 AM Signed: 6/23/2022 8:05:46 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michal Burk mburk@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.157	Sent: 6/23/2022 8:05:49 AM Viewed: 6/23/2022 8:06:54 AM Signed: 6/23/2022 8:08:44 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ruth Perez rperez@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	Sent: 6/23/2022 8:08:47 AM Viewed: 6/27/2022 3:56:50 PM Signed: 6/27/2022 3:57:04 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ryan Nelson rnelson@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.177	Sent: 6/27/2022 3:57:08 PM Viewed: 7/5/2022 12:51:53 PM Signed: 7/5/2022 12:52:25 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Robert Wexler rwexler@rlslawyers.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 98.153.172.82	<p>Sent: 7/5/2022 12:52:29 PM Viewed: 7/7/2022 12:37:06 PM Signed: 7/7/2022 12:37:23 PM</p>
<p>Shelley Ovrom sovrom@beverlyhills.org Director of Human Resources Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	<p>Sent: 7/7/2022 12:37:28 PM Viewed: 7/7/2022 12:38:07 PM Signed: 7/7/2022 12:38:29 PM</p>
<p>Kirsten Rowe krowe@beverlyhills.org Asst Director of Human Resources City of Beverly Hills Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.189.166	<p>Sent: 7/7/2022 12:38:32 PM Viewed: 7/7/2022 12:39:08 PM Signed: 7/7/2022 12:39:19 PM</p>
<p>Michael Nettles mnettles@beverlyhills.org Human Resources Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 107.127.56.46 Signed using mobile	<p>Sent: 7/7/2022 12:39:23 PM Viewed: 7/12/2022 10:21:43 AM Signed: 7/12/2022 10:22:13 AM</p>
<p>Peter Brown pbrown@lcwlegal.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 128.177.30.34	<p>Sent: 7/12/2022 10:22:18 AM Viewed: 7/12/2022 10:24:57 AM Signed: 7/12/2022 10:25:18 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/22/2022 1:25:07 PM
Certified Delivered	Security Checked	7/12/2022 10:24:57 AM
Signing Complete	Security Checked	7/12/2022 10:25:18 AM
Completed	Security Checked	7/12/2022 10:25:18 AM

Payment Events	Status	Timestamps
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