

Amended and Restated  
Executive Employee Compensation Plan



AMENDED AND RESTATED  
EXECUTIVE EMPLOYEE COMPENSATION PLAN

Adopted: ~~01/24/2023~~ 12/05/2023

I. CITY MANAGER RESPONSIBILITIES AND AUTHORITY

The City Manager, as chief administrative officer of the City, and with responsibility for all employees not appointed by the City Council, is responsible for the administration and implementation of this compensation plan. The City Manager is responsible for attracting and hiring the very best candidates to fill Senior Executive, Executive, Assistant Director, and Senior Management positions with the City. The City Manager may also grant alternate workweek (such as 9/80 and 4/10) and flexible schedules instead of the traditional 5/40 schedule. The City Manager shall notify the City Council when granting any schedule other than the traditional 5/40 schedule.

II. SENIOR EXECUTIVES, EXECUTIVES, ASSISTANT DIRECTORS, AND SENIOR MANAGEMENT EMPLOYEE BANDS

There shall be four bands of employees affected by this Compensation Plan. They are classified as: Senior Executives, Executives, Assistant Directors, and Senior Management. The positions within each band are as follows:

Senior Executives

Assistant City Manager  
Chief of Police  
Fire Chief

Executives

Assistant Chief of Police  
Chief Information Officer  
Deputy City Manager  
Deputy Fire Chief  
Director of Community Development  
Director of Community Services  
Director of Finance  
Director of Human Resources  
Director of Public Works

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Assistant Directors

Assistant Chief Information Officer  
Assistant Director of Community Development/Building Official  
[Assistant Director of Community Development/City Planner](#)  
Assistant Director of Community Services  
Assistant Director of Finance  
Assistant Director of Human Resources  
Assistant Director of Public Works/City Engineer  
[City Planner](#)  
Deputy Director of Public Works/Operations  
~~Deputy Director of Special Projects, Public Safety~~  
Senior Policy and Management Administrator, Public Safety  
Utilities General Manager

Senior Management

City Architect  
Deputy Director of Rent Stabilization

The City Manager may make appointments within the prescribed bands of management for any position upon evaluation of employee qualifications and job responsibilities.

III. MANAGEMENT INCENTIVE PAY

Employees covered by this compensation plan shall be entitled to Management Incentive Pay (MIP) above their base pay, at rates established by the City Council, as listed below. MIP is a means of assuring the recruitment and retention of highly capable and qualified employees. It provides eligible employees extra pay for the unique nature of their jobs and the special skills, knowledge and abilities required. The compensation is paid as earned for normally required duties performed during normal work hours. It is not compensation in lieu of overtime nor in lieu of other benefits that are excluded from consideration under the statutes and regulations of the Public Employees' Retirement System.

Senior Executives and Executives will be entitled to \$625.00 per month, Assistant Directors will be entitled to \$400.00 per month, and Senior Management Employees will be entitled to \$300.00 per month. ~~Employees receiving MIP in excess of these amounts as of December 2009 will be grandfathered at such higher level until the MIP for their level meets or exceeds their individual amount.~~ Employees moving to a lower level will receive the MIP for the lower level on the effective date of the change.

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IV. LEAVES

A. Holidays

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

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after 4th Thursday in November
Christmas Day	December 25

If the following holidays (January 1, June 19, July 4, November 11, and December 25) fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on Sunday, the following Monday shall be considered the holiday.

If the holiday falls on a day which is an off day for employees working the 9/80, 4/10 or another alternate or flexible schedule, those employees shall receive a floating holiday in lieu of the holiday. Employees shall receive the number of floating holiday hours equal to their normally scheduled hours for that particular workday. Floating holidays may be taken at the employee's discretion, subject to approval of the Department Head or designee. Floating holidays may only be used after the holiday has occurred, unless the employee requests to use the floating day contiguous to the actual holiday. If the employee does not use his/her floating holidays earned within the calendar year in which the employee has received it, he/she will not earn any additional floating holidays in subsequent years until the employee's holiday balance reaches zero. Provided, however, that those floating holidays which are earned in November or December, may be held and may be used during the year granted and for two months of the following year.

B. Personal Holiday

Employees covered by this compensation plan shall be entitled to two paid personal holidays each calendar-fiscal year. Said holidays may be taken at the employees' discretion subject to their supervisor's approval. Employees

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are encouraged to use said personal holidays during the fiscal year they are accrued. Employees may not have more than two personal holidays on the books at any time. If at the end of a calendar-fiscal year, an employee still has personal holidays on the books, for the following calendar-fiscal year, the employee will receive only that amount of personal holidays that will bring the balance to two personal holidays, ~~in accordance with California Labor Code Section 227.3.~~ Personal holidays cannot be cashed out at the end of the fiscal year. ~~Effective at the start of calendar year 2019, personal holidays will be converted to a fiscal year basis. Employees covered by this plan will receive one personal holiday at the start of calendar year 2019 or the amount of time, if any, to bring the employee to one personal holiday, whichever is less. Employees covered by this plan will receive sufficient personal holidays at the start of each fiscal year thereafter to provide two paid personal holidays.~~

C. Vacation Leave

1. Authorization for Taking Vacation

Upon approval of their supervisor, employees may take accrued vacation leave.

2. Holidays During Vacations

When a holiday falls within an employee's vacation leave, the leave time shall be extended or credited by the amount of the holiday time.

3. Vacation Accumulation

Vacation credit shall be accrued biweekly at the following rates:

FIRST YEAR OF SERVICE	BEGINNING THE 2ND YEAR OF SERVICE	AFTER 14 YEARS OF SERVICE
3.07 Hours	4.60 Hours	6.13 Hours
Bi-weekly	Bi-weekly	Bi-weekly
80 hours/yr.	120 hours/yr.	160 hours/yr.

Employees covered by this compensation plan who were hired before January 1, 2010 may accumulate accrued vacation up to a maximum of 240 hours, plus the current year's accruals.

For example, employees earning vacation leave at the rate of 120 hours per year whose vacation accumulations at the beginning of the calendar year are less than 360 hours may accumulate vacation leave which will result in their balances being above 360 hours but these employees must not have more than 360 hours at the end of the calendar year (240 + 120). Likewise,

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employees earning 160 hours per year whose vacation accumulations at the beginning of a calendar year are less than 400 hours may accumulate annual vacation which will result in their balances being above 400 hours, but these employees must not have more than 400 hours at the end of the calendar year (240 + 160). Employees in their first through fourth years, earning at the applicable rate of 80 or 120 hours per year, normally will not have the mathematical possibility of exceeding the applicable limit of either 320 hours (240 + 80) or 360 hours (240 + 120) for their level.

If an employee is above the applicable limit at the end of the calendar year (320, 360 or 400 hours), the employee will receive no additional vacation accumulation until his or her accumulation is below the applicable limit.

~~The examples above notwithstanding, a~~An employee hired or rehired on or after January 1, 2010 may not exceed the accumulation limit (320, 360 or 400 hours) at any time during the year and will not earn any additional vacation accumulation once the limit is reached and until the employee's vacation accumulation falls below the applicable limit.

The City Manager may grant a temporary written waiver of the accumulation limit where an employee is unable to take vacation because of work scheduling or where required by law. Except as authorized by the City Manager according to this paragraph, any vacation leave credited to an employee above the applicable accumulation limit has not been earned and is credited in error. The vacation leave accumulation records of an employee may be corrected to remove such time credited in error.

By December 15 of each year, employees may make an irrevocable election to cash out up to ~~eighty (80)~~ one hundred and twenty (120) hours which will be earned in the following calendar year, provided that at the time of the cash out, the employee has a minimum of 240 hours of accrued vacation leave. To be eligible to cash out in excess of eighty (80) hours (up to the maximum of 120 hours) of accrued vacation, the employee must have used at least forty (40) hours of vacation within the payroll year. Otherwise, the employee will be cashed out of eighty (80) hours of accrued vacation hours.

The employee will be paid for the vacation hours (up to a maximum of ~~eighty (80)~~ one hundred and twenty (120) hours) they irrevocably elected to cash out on the first pay day in January of the following calendar year ~~(the first year being 2023)~~. The leave shall be paid at the employee's ~~then existing rate of pay~~ rate of pay as of the last day of the calendar year for which the irrevocable election was made.

The City Manager may advance not more than 80 hours of vacation leave to new employees covered by this compensation plan as an advance of future vacation leave to be earned. An employee leaving City employment will not

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be paid for any portion of the advance that has not been earned at the time of separation. The City Manager may also advance the accumulation rate of a new employee based on years of prior service in other jurisdictions or upon prevailing market conditions.

D. Sick Leave

Employees covered by this compensation plan shall accrue eight (8) hours of sick leave per month. The City Manager may advance not more than 80 hours of sick leave to new employees covered by this compensation plan as an advance of future sick leave to be earned. Hours advanced will not be eligible for cash conversion, under the Sick Leave Incentive or otherwise, unless and until earned.

1. Job Connected Disability

Except as provided herein, no employee shall be entitled to use accumulated sick leave during any period for which he/she is entitled to receive temporary disability indemnity under Division 4 (Section 3201, et. seq.) of the California Labor Code. Any employee (except members of the Fire and Police Service entitled to the industrial leave benefits of Section 4850 of the California Labor Code) entitled to receive temporary disability indemnity may elect (for a period not to exceed twelve (12) months after he/she first makes such election) to use as much of his/her accumulated sick leave or accumulated vacation, so when added to his/her temporary disability indemnity will result in a payment to him/her of not more than full base pay or wage.

2. Sick Leave Incentive

Employees covered by this compensation plan, who use twenty-~~four~~ ~~eight~~ (284) or fewer hours of sick leave in a single payroll year (defined as the year that ends at the end of the last full pay period in December where the payday is also in December), may receive cash payment for up to 24-28 hours of such sick leave during the month of January of the next succeeding year. The sick leave shall be paid at the employee's then existing rate of pay. ~~Eligible sick leave accrued for 2021 will be paid as provided in this paragraph (which will be paid in January 2022).~~

- a. ~~Effective for sick leave accrued in calendar year 2022 and every year thereafter, if an employee wants to cash out sick leave (because he/she has used 24 hours of sick leave or less), he/she must comply with the following:—In order to receive the cash payment, b~~By December 15 (of the first year being 2021) of each year, employees may make an irrevocable election to cash out up to twenty-~~four~~ ~~eight~~ (284) hours of sick leave which will be earned in the following

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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 ~~(the first year being January 2023).~~

E. Bereavement Leave

Bereavement leave is an absence occasioned by the death of a family member of the employee.

Forty (40) hours of paid bereavement leave, per calendar year, may be used in the event of the death of a family member, herein defined as a spouse, registered domestic partner, parent, sibling, child, grandparent, in-law, or parent of registered domestic partner of the employee. These terms shall be defined by Labor Code section 245.5. 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 Department Head in consultation with the Director of Human Resources. In the event the emergency required the presence of employee, and he/she could not prospectively make a request, subsequent approval must still be obtained in writing.

In addition to the above (which allows an employee up to 40 hours of paid bereavement leave as well as the ability to use an additional 40 hours of sick leave for bereavement) there is a right to use additional bereavement leave under the law.

For employees who have- been with the City for at least thirty (30) days who have exhausted both their paid bereavement leave and the five additional days of sick leave which can be used for bereavement, they may use up to five (5) days of bereavement leave for each death of a family member as defined above. This leave under the law must be used within three (3) months from the date of death. Although this is not City-paid leave, employees may use any accrued and available leave that is otherwise available to the employee for this purpose.

F. Witness and Jury Leave

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding (except if the employee is a party to the proceeding and it is unrelated to their current or past public employment) ~~or who is required to serve as a juror,~~ shall be allowed time off

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~~without loss of pay (no need to use accrued leaves) to perform such duties~~  
serve as a witness.

If an employee attends any judicial or quasi-judicial proceeding to which they are a party that is unrelated to their current or past public employment, while the City will not provide paid time off to serve as a witness, the employee may use vacation or administrative leave for the time off to serve as a witness. If the employee attends any judicial or quasi-judicial proceeding to which they are a party that is related to their current or past public employment, they shall be allowed time off with pay (no need to use accrued leaves) to attend such a proceeding. In addition, per California Labor Code section 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 serving as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding ~~service~~ shall be paid (less transportation allowance, if any) to the City. ~~This section is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.~~

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

G. Professional Development Program

1. Employees covered by this compensation plan are eligible for this program.

A City paid leave of absence (sabbatical leave) program shall be established with the following privileges and restrictions:

The granting of sabbatical leaves shall be at the discretion of the City Manager.

2. Approval of requests for sabbatical leave shall be based on the following criteria:
  - a. Content of a leave program with a basic requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to his or her City employment.



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- 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. Coordination with departmental priorities and workload.
  - d. Employee's performance record.
3. Sabbatical leaves may allow up to Five Hundred Dollars (\$500) for expenses.
  4. Sabbatical leaves shall be restricted to one (1) leave up to ninety (90) calendar days, for each employee covered by this compensation plan each five (5) years with not more than three (3) employees participating in any one (1) year.
  5. Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing his or her activities prior to final approval of such programs.
  6. Typical Sabbatical Leave Programs might include internships, on-loan executive programs, educational programs, travel-study programs, or authorship sabbaticals.

H. Administrative Leave

Each employee covered by this compensation plan will be granted up to 120 hours of Administrative Leave each calendar year (pro-rated for the first calendar year), -all of which is available for use starting on January 1 of each year, but which accrues (for purposes of cash-out at the time of separation from eCity employment) pro-rata during each pay period throughout the year pursuant to the following:

Administrative Leave shall be granted in recognition of overtime-the fact that Executive Employees are not eligible for overtime pay, and of work-and the nature of the work performance and expectations placed upon employees covered by this compensation plan. Administrative Leave shall be approved by the employee's supervisor noting the needs of the department and the necessity of having personnel available for the effective functioning of the department.

At the end of each calendar year, employees covered by this compensation plan will receive cash payment for up to 80 hours of administrative leave earned but not taken as time off by the end of the payroll year. for that calendar year. If the employee still has unused leave after the 80 hour

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maximum cash out, then whatever amount of leave is left will rollover to the next calendar year and the City will grant an additional number of hours to raise the employee's administrative leave balance for that calendar year up to the maximum of 120 hours, ~~per California Labor Code Section 227.3.~~

I. Miscellaneous Paid Leave

The City Manager may approve additional paid leave (including benefits) under certain conditions including: administrative investigations, ~~continuous~~ employee's continuous absence if caused by an injury on duty, employee sick leave exhaustion, certain disciplinary procedures and other situations as deemed appropriate by the City Manager in the best interests of the City.

V. INSURANCE PROGRAMS

As of January 1, 2010, the provisions of this Section V shall no longer be applicable to Senior Executives, Executives, Assistant Directors, and Senior Management Employees. To the extent this Section V is specifically made applicable to Councilmembers and the City Treasurer by the terms of the City Council and City Treasurer Compensation Plan, it shall continue to be applicable to them.

A. Medical Insurance

The City shall provide a medical insurance program to Senior Executive, Executive, Assistant Director and Senior Management employees, the cost of which shall be borne by the City. The City shall also provide a medical insurance program for City Councilmembers and City Treasurer (to the extent required by the terms of the City Council and City Treasurer Compensation Plan) during their terms of office, the cost of which shall be borne by the City. The cost of the coverage may vary, contingent upon the number of dependents claimed. Insurance coverage is effective the first day of the month following the 30-day waiting period.

In the event an employee is on leave without pay as a result of an illness or injury and has exhausted 50% of vacation leave and all sick leave credit and all City Manager granted leave per Section IV(I) of this Plan, the City shall pay the medical insurance premium of an employee and dependents coverage to the limit of one month's coverage for each full year of said employee's City services.

The City shall pay, at the rate set forth below, the premium for employees and dependents, if any, for medical benefits during the continuous periods of an employee's unpaid absence if caused by an injury or job-related illness while on duty. The payment shall be at the rate of one month's premium contribution for each year of service or major portion thereof.

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The City's present medical insurance plan is the CalPERS medical insurance plan.

The payment of benefits toward this medical insurance program will be through the administration of a flexible benefit (cafeteria plan) package. The City shall pay the minimum required under Government Code Section 22892 (b) or its successor on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant. In addition to the minimum payment required under Government Code Section 22892 (b) or its successor, flexible benefits shall be provided as follows:

1. For active Senior Executive, Executive, Assistant Director, and Senior Management employees, the City shall pay the difference between the minimum required under Government Code Section 22892 (b) or its successor and the actual cost of medical insurance premiums up to the full family coverage of the PERS Platinum Plan.
2. For employees retiring (service retirement only) from the City of Beverly Hills after July 1, 1981, with the exception of those employees hired or promoted as a Senior Executive, Executive, Assistant Director and/or a Senior Management employee or equivalent former position on or after December 2, 1997, the City shall continue to pay the difference between the minimum required under Government Code Section 22892 (b) or its successor and the actual cost of medical insurance premiums up to the two party rate of the PERS Platinum Plan under CalPERS. In the event of the death of a retired employee, the City shall continue to pay the single party coverage rate of the PERS Platinum Plan under PERS for the spouse or registered domestic partner.
3. For employees hired or promoted as a Senior Executive, Executive, Assistant Director, and/or a Senior Management employee on or after December 2, 1997, the retiree medical insurance benefit shall be as follows:
  - a. Employee must complete a minimum of 5 years of full-time employment with the City of Beverly Hills; and
  - b. Receive a service retirement from the City of Beverly Hills; and
  - c. Remain continuously retired from the City of Beverly Hills without reinstatement to active status with PERS. To remain eligible for this benefit, an employee cannot work for another PERS

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contracting agency and make contributions to PERS to enhance his/her retirement.

For retirees meeting these conditions, the City shall continue to pay the difference between the minimum required under Government Code Section 22892 (b) or its successor and the actual cost of medical insurance up to the two-party rate of the PERS Platinum plan under PERS for the employee and for the spouse or surviving spouse subject to the conditions below:

- i) A spouse includes any marriage, domestic partnership, or civil union partner eligible for coverage under the applicable plan documents, such as a spouse, husband, wife or registered domestic partner.
  - ii) An employee must elect City premium contributions above the statutory minimum for a surviving spouse upon the spouse first being eligible for coverage under the City's plan, at a cost of \$10.00 per month while the employee is employed and paid by payroll deduction based on a reduction in the City's contribution toward coverage above the statutory minimum. Typically, election will occur at initial employment in the Executive Employee Group or at the date of a subsequent marriage or domestic partnership. An employee who does not timely elect and pay the \$10 monthly charge may not later elect surviving spouse premium contributions. The employee payments are not refundable, even if an employee leaves City service without retiree medical coverage, gets divorced, terminates a domestic partnership or is otherwise unable to take advantage of surviving spouse premium contributions.
4. With the concurrence of the City Manager, if an employee is hired in the Senior Executive, Executive, Assistant Director, and Senior Management group on or after December 2, 1997, but before January 1, 2010, and has previously retired from active status from an agency served by PERS; and is within the first five years of service as a full-time permanent employee with the City of Beverly Hills; and was entitled to and receiving retiree medical benefits equal to the agency paying at least 25 percent of the premium for medical insurance for the employee; and that employee retires or separates from city service for any reason involving incapacitation or an inability to perform the duties of this employee's position (expressly excludes but is not limited to voluntary retirement prior to the employee's fifth anniversary of employment with the City of Beverly Hills and retirement in lieu of termination) then this employee shall be eligible for the benefit outlined

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in 3. Specifically, the City shall pay the cost of medical insurance premiums equal to the difference between the minimum required under Government Code Section 22892 (b) or its successor and the actual cost of medical insurance up to the two-party rate of the PERS Platinum plan under PERS.

B. Dental Insurance

The City shall provide one or more dental insurance plan(s) to active Senior Executive, Executive, Assistant Director, and Senior Management employees, the cost of which shall be borne by the City. The cost of the coverage may vary, contingent upon the number of dependents and/or spouse or domestic partner enrolled. Upon retirement, Department Director, Assistant Department Director and Senior Management employees can continue in the City's dental plan, at their own expense to the extent and subject to the terms and conditions of the then-applicable plan document. The City reserves the right to modify or discontinue retiree dental based on availability, market conditions and other factors.

C. Life Insurance

Senior Executive, Executive, Assistant Department, Director and Senior Management employees shall be entitled to a three hundred thousand dollar (\$300,000) term life insurance policy under the City's life insurance program. The full premium for such policy shall be paid for by the City under the life insurance program of its choosing. Each such employee shall have the option to purchase additional life insurance at the City's unit cost, if available.

D. Disability Insurance

The City shall provide, at employees' taxable expense, long-term disability insurance for Senior Executive, Executive, Assistant Director, and Senior Management employees. This benefit shall be mandatory for each Senior Executive, Executive, Assistant Director, and Senior Management employee. The disability plan will pay two thirds (66%) of the employee's base pay, up to a maximum of \$10,000 per month with a 90-day disability wait period.

E. Disability Leave - Extended Disability Base Pay and Benefits Continuance

The City shall provide to each Senior Executive, Executive, Assistant Director, and Senior Management employee extended disability base pay and benefits (less legally required deductions) continuance in the event that an eligible employee sustains an injury or illness causing long term disability. This continuance shall be up to 90 days, as approved by the City Manager at his/her sole discretion, upon recommendation from the Director of Human Resources.

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After this period, or upon the commencement of disability benefits from insurance provided pursuant to subsection D above, whichever occurs first, the City's Extended Disability Base Pay and Benefits Continuance shall stop. To qualify for this pay and benefits continuance, an employee must notify the Risk Management Division in writing immediately upon becoming aware that an injury or illness may result in a long term disability. Risk Management Division, in consultation with the Human Resources Division, will contact the employee's physicians and medical treatment centers as may be appropriate to determine the severity and scope of injury/illness and probable length of absence of the employee. The employee must also make himself or herself available for examination by a City appointed physician (at City expense). The employee must file for disability insurance within the prescribed insurance required time-lines and provide the City with a written statement from a physician, satisfactory to the Risk Manager, detailing the employee's injury or illness and recommending disability leave.

No Extended Disability Base Pay and Benefits Continuance shall be granted for employees if they do not follow the procedures as set forth in this section or do not qualify for disability insurance.

Employees covered under this program shall not receive a monetary amount greater than they would normally receive if they had been working under normal conditions. Any disability indemnity received by the employee from the State of California for the purpose of insuring a weekly or monthly income as the result of the same work incurred injury for which the employee is receiving Extended Disability Base Pay and Benefits Continuance from the City shall be paid to the City.

F. Optical Insurance

The City shall provide one or more optical insurance plan(s) to active Senior Executive, Executive, Assistant Director, and Senior Management employees, the cost of which shall be borne by the City. The cost of the coverage may vary, contingent upon the number of dependents and/or spouse or domestic partner enrolled. Upon retirement, Senior Executive, Executive, Assistant Director and Senior Management employees can continue in the City's optical plan, at their own expense to the extent and subject to the terms and conditions of the then-applicable plan document. The City reserves the right to modify or discontinue the retiree optical plan based on availability, market conditions and other factors.

VI. MEDICAL INSURANCE BENEFIT AND FLEXIBLE BENEFITS (CAFETERIA) PLAN

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As of January 1, 2010, the provisions of this Section VI shall be applicable to Senior Executive, Executive, Assistant Directors, and Senior Management Employees.

The City shall contribute the PERS statutory minimum toward the cost of providing medical insurance on behalf of each participant in this program. A participant is defined as 1) any current employee and dependents, 2) an enrolled retiree and dependents, and 3) a surviving annuitant.

~~In addition, in order to enhance the City's Flexible Benefits (Cafeteria) Plan, as of January 1, 2010, the City shall provide a monthly benefit contribution (in addition to the PERS statutory minimum contribution to medical insurance for all participants) to each current Senior Executive, Executive, Assistant Director and Senior Management employee to use to pay for employee selected I.R.S. qualified benefits as detailed in this Section. The amount of the monthly benefit will be equal to the combined cost of the PERS Platinum family medical (minus statutory minimum contribution being made by the City), the enhanced family dental and the enhanced family vision plans as of January 1, 2010 and on each January 1 thereafter through calendar year 2015 (ending December 31, 2015). (Where more than one plan is offered in a particular category of coverage, "enhanced" designates the plan with the greatest premium.) Effective January 1, 2023 through December 31, 2023, the monthly benefit, including the PERS Statutory minimum, will be \$2,250.00 for the purchase of the eligible medical, dental and optical insurance benefits. If employees subject to the Management and Professional Employees Association MOU receive any future increase to the monthly benefit contribution, employees covered by this compensation plan shall receive the same increase, subject to the following exceptions: (1) such increase shall not affect the amount employees are permitted to receive as a taxable cash payment (referred to in the next paragraph); and (2) such increase shall not affect the amount employees receive for family coverage.~~

As of January 2024, effective January 1 of each year through calendar year 2026, the monthly City contribution for the purchase of the optional medical, dental and optical insurance benefits that is inclusive of the CalPERS statutory minimum shall be as follows:

<u>COVERAGE LEVEL</u>	<u>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2024</u>	<u>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2025</u>	<u>TOTAL CITY CONTRIBUTION EFFECTIVE JANUARY 1, 2026</u>
<u>Employee Only:</u>	<u>\$2,250</u>	<u>\$2,250</u>	<u>\$2,250</u>
<u>Employee Plus One Dependent:</u>	<u>\$2,300</u>	<u>\$2,350</u>	<u>\$2,400</u>
<u>Employee Plus Family:</u>	<u>\$2,550</u>	<u>\$2,650</u>	<u>\$2,750</u>

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If employee opts out of health insurance, or after selection of the various I.R.S. qualified benefits as detailed in this section, an employee has benefit contribution left over, the employee shall receive, in a taxable cash payment added to his or her bi-weekly payroll, that amount as determined by the difference between the employee's selected benefits and the monthly benefit amount, ~~subject to a maximum limit of \$600. Employees who opt out or who are enrolled in health insurance coverage at the employee only or employee + 1 level will be eligible to receive cash up to a maximum of \$600 per month, and employees enrolled in health insurance coverage at the employee + family level will be eligible to receive cash up to a maximum of \$500 per month. However, any employee who made elections prior to January 1, 2010 for the 2010 plan year resulting in a taxable cash payment in excess of the maximum limit of \$600 may continue the receipt of cash in excess of \$600 until the earlier of (1) the end of the 2010 plan year or (2) any change in, revocation of or making of a new election under this benefit.~~ If an employee "spends" more than what is allocated by the City in the Flexible Benefits (Cafeteria) Plan monthly allotment, the difference shall be deducted from that employee's pay on a bi-monthly basis. Terms will be as specified in the applicable plan document(s) and any conflict will be resolved in favor of the plan document.

The various I.R.S. qualified benefits offered by the City are as follows:

A. Medical Insurance

The City shall provide a medical insurance program to employees covered by this compensation plan. The cost of the coverage may vary, contingent upon the number of dependents claimed. Eligible new hires are covered under the program on the first day of the month following the employee's hire date.

In the event an employee covered by this compensation plan is on leave without pay as a result of an illness or injury, or job related illness or injury, and has exhausted ~~50% of vacation leave and all sick leave credit and~~ all City Manager granted leave per Section IV(l) of this Plan, the City shall pay the employee's applicable cafeteria plan contribution amount for one month for each full year of said employee's City service or major portion thereof, except where a greater contribution is required by law. During such leave period employees are not eligible to receive taxable cash back as defined in Section VI.

~~The City shall pay the applicable cafeteria plan contribution amount for employees covered by this compensation plan and dependents, if any, during the continuous periods of an employee's unpaid absence if caused by an injury or job related illness while on duty. The payment shall be at the rate of~~



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~~one month's applicable cafeteria plan contribution for each full year of said employee's City service or major portion thereof.~~

The City's present medical insurance plan is the CalPERS medical insurance plan.

B. Dental Insurance

The City shall provide a choice of one or more dental insurance plans to employees covered by this compensation plan. The cost of the coverage may vary, contingent upon the number of dependents and/or spouse or domestic partner enrolled and the level of plan services.

C. Optical Insurance

The City shall provide one or more optical insurance plans to employees covered by this compensation plan. The cost of the coverage may vary, contingent upon the number of dependents and/or spouse or domestic partner enrolled.

VII. OTHER BENEFITS

As of January 1, 2010, the provisions of this Section VII shall be applicable to Senior Executive, Executive, Assistant Department Directors, and Senior Management Employees.

A. Life Insurance

Employees covered by this section shall be entitled to a three hundred thousand dollar (\$300,000) term life insurance policy under the City's life insurance program. The premium for such policy shall be paid for by the City under the life insurance program of its choosing. Each such employee shall have the option to purchase additional life insurance at the City's unit cost, if available.

B. Disability Insurance

The City shall contract for a long-term disability insurance plan for employees covered by this section. Each employee covered by this section shall be required to participate in the long-term disability insurance plan at his or her own expense. The disability plan will pay two thirds (66%) of the employee's base pay, up to a maximum of \$15,000 per month with a thirty (30) day disability wait period.

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C. Disability Leave - Extended Disability Base Pay and Benefits Continuance

The City may provide to each employee covered by this compensation plan employee base pay and benefits (less legally required deductions) during a thirty-day period after the employee sustains an injury or illness causing long term disability, but before the employee receives benefits from any long term disability insurance policy. The decision whether to provide base pay and benefits during this thirty-day period shall be made by the City Manager, at the City Manager's sole discretion, based upon medical information certified by a competent physician. To qualify for this base pay and benefits, the employee must notify the City Manager or the City Manager's designee, in writing, immediately upon becoming aware that an injury or illness may result in a long-term disability and the employee must apply for disability insurance benefits as required by the disability insurance plan referenced in paragraph B above. Additionally, upon request by the City Manager or the City Manager's designee, the employee shall provide the City with a written statement from a physician, satisfactory to the City Manager or the City Manager's designee, detailing the employee's injury or illness and recommending disability leave. Upon authorization from the employee, the City Manager or the City Manager's designee may request additional information from the employee's physicians and medical treatment providers, as may be appropriate, to determine the severity and scope of injury/illness and probable length of absence of the employee. The employee must also make himself or herself available for examination by a City-appointed physician at City expense.

No base pay or benefits shall be provided to the employee pursuant to this Paragraph C except in accordance with the procedures set forth in this Paragraph C. Nor shall any benefits be provided pursuant to this Paragraph C unless the employee qualifies for benefits under the long-term disability insurance plan referenced in Paragraph B above.

Nothing in this Paragraph C shall entitle the employee to total compensation that exceeds the base pay and benefits provided to the employee in the absence of a disability. Any disability indemnity received by the employee from the State of California intended to cover the period for which the employee has received base pay and benefits pursuant to this Paragraph C, shall be paid to the City.

D. Retirement Medical Benefit

1. For employees retiring (service retirement only) from the City of Beverly Hills after July 1, 1981, ~~with the exception of those employees hired as a Senior Executive, Executive, Assistant Department Director, and/or a Senior Management employee on or after December 2, 1997 and with the exception of those employees who promote into the Executive Employee~~

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~~group on or after December 2, 1997~~, the City shall continue to pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums up to the two-party rate of the PERS Platinum Plan under PERS, with the exception of those employees hired and/or promoted as a Senior Executive, Executive, Assistant Department Director, and/or a Senior Management employee on or after December 2, 1997. In the event of the death of a retired employee, the City shall continue to pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums up to the one-party rate of the PERS Platinum Plan under PERS for the spouse or registered domestic partner.

2. For employees hired and/or promoted as a Senior Executive, Executive, Assistant Department Director and/or a Senior Management employee on or after December 2, 1997, ~~or who promote into the Executive Employee group on or after December 2, 1997~~, but on or before December 31, 2009, the retiree medical insurance benefit shall be as follows:
  - a) Employee must complete a minimum of 5 years of full-time employment with the City of Beverly Hills; and
  - b) Receive a service retirement from the City of Beverly Hills; and
  - c) Remain continuously retired from the City of Beverly Hills without reinstatement to active status with PERS.

For retirees meeting these conditions, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance up to the two-party rate of the PERS Platinum plan under PERS:

- i) A spouse includes any marriage, domestic partnership or civil union partner eligible for coverage under the applicable plan documents, such as a spouse, husband, wife or registered domestic partner.
- ii) An employee must elect City premium contributions above the statutory minimum for a surviving spouse upon the spouse first being eligible for coverage under the City's plan, at a cost of \$10.00 per month while employed and paid by payroll deduction based on a reduction in the City's contribution toward coverage above the statutory minimum. Typically, election will occur at initial employment in the Executive Employee Group or at the date of a subsequent marriage or domestic partnership. An employee who does not timely elect and pay the \$10 monthly charge may not later elect surviving spouse premium contributions. The

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employee payments are not refundable, even if an employee leaves City service without retiree medical coverage, gets divorced, terminates a domestic partnership or is otherwise unable to take advantage of surviving spouse premium contributions.

3. ~~With the concurrence of the City Manager, if an employee is hired as a Senior Executive, Executive, Assistant Director, or Senior Management employee on or after December 2, 1997 but on or before December 31, 2009 before January 1, 2010, and has previously retired from active status from an agency served by PERS; and is within the first five years of service as a full-time permanent employee with the City of Beverly Hills; and was entitled to and receiving retiree medical benefits from another agency equal to the agency paying at least 25 percent of the premium for medical insurance for the employee; and that employee retires or separates from city City service for any reason involving incapacitation or an inability to perform the duties of this employee's position (expressly excludes but is not limited to voluntary retirement prior to the employee's fifth anniversary of employment with the City of Beverly Hills and retirement in lieu of termination) then this employee shall be eligible for the benefit outlined in Subsection 2, above. Specifically, the City shall pay the difference between the minimum required under Government Code Section 22892 (b) or its successor and the actual cost of medical insurance up to the two-party rate of the PERS Platinum plan.~~

4. Employees Hired on or after January 1, 2010:

As provided above in Section VI, effective January 1, 2010, the City will contribute, based on a qualifying retirement, the PERS statutory minimum on behalf of each participant in the program who has retired from City service.

In addition, for employees hired as a Senior Executive, Executive, Assistant Department Director, and/or a Senior Management employee on or after January 1, 2010, ~~in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, the City shall~~ contribute \$1,375.00 per month, or such amount as the City Council may establish from time-to-time, into a tax deferred IRS allowed account on behalf of such employees. These contributions are made while the employees are working for the City and in lieu of additional retiree medical insurance benefits. The assets in the tax deferred account will be vested after one year of service. This plan will be portable at the time the employee separates

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from City service. Terms of the plan will be determined by the plan document adopted by the City Council.

Employees who promote into the Executive Employee group on or after January 1, 2010, who were City employees as of December 31, 2009, will receive retiree medical benefits (based on their years of service with the City) in accordance with the benefits and plan under which they were covered immediately prior to the promotion.

An employee promoted to Fire Chief or Deputy Fire Chief from the sworn fire group after December 29, 2012, who is a "Member" of the Beverly Hills Firemen's Association Post-Retirement Medical Benefit Plan and Trust ("Association Plan"), as defined in the Association Plan, on the date of promotion and who would be eligible for post-retirement benefits under the Association Plan as a "Participant," as defined in the Association Plan, except for the fact that the employee will no longer be a Member solely as a result of the promotion, will receive a substitute benefit consisting of the same benefit under the same terms as provided to other employees promoted to the Executive Employee group between December 2, 1997 and December 31, 2009, as provided in Section VII, Paragraph D, Sub-Paragraph 2, above. The benefit applicable to the Fire Chief and Deputy Fire Chief under this paragraph is operative until December 31, 2033 and will sunset after that date, if not sooner modified or terminated.

~~Employees hired before January 1, 2010 may choose an Alternative Retiree Medical Program instead of their current retiree medical benefit plan. This choice will include a lump sum payment (value of payment to be determined by the City Council following receipt and review of an actuarial study). If the employee chooses the Alternative Retiree Medical Program, the employee will not be able to request reinstatement to the former (pre-2010) benefit plan. Any additional terms involved in making the choice will be determined by the City Council. Terms of the plan will be determined by the plan document adopted by the City Council.~~

5. ~~The provisions of this Paragraph D shall not apply to those employees who have voluntarily elected to participate in the City's Alternative Retirement Medical Plan ("ARMP"). Instead, retirement medical benefits will be governed by the ARMP. The provisions of Section D.4 shall not apply to those employees (hired before January 1, 2010) who voluntarily elected to participate in the City's Alternative Retirement Medical Plan ("ARMP"). Instead, retirement medical benefits will be governed by ARMP. If the employee elected the Alternative Retiree Medical Program, the employee is not able to request reinstatement~~

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to the former (pre-2010) benefit plan. Employees who promote into the group are not eligible for a new actuarial of their ARMP benefit. If an employee elected the ARMP, leaves City employment, and is rehired, they will not be eligible for the retiree health contribution of \$1375/month, but will still be governed by the terms of the ARMP. Additional terms may apply, as determined by the City Council, and established by the plan document adopted by the City Council.

E. Retirement Dental Benefit

Upon retirement, Employees covered by this compensation plan can continue in the City's dental plans, at their own expense to the extent and subject to the terms and conditions of the then-applicable plan document. The City reserves the right to modify or discontinue retiree dental based on availability, market conditions and other factors.

F. Retirement Optical Benefit

Upon retirement, Employees covered by this compensation plan can continue in the City's optical plan, at their own expense to the extent and subject to the terms and conditions of the then-applicable plan document. The City reserves the right to modify or discontinue retiree optical based on availability, market conditions and other factors.

G. Mileage Reimbursement

~~Since Executive Employees are not provided auto allowances, executive Executive employees Employees will be allowed a mileage reimbursement benefit, as was effective October 1, 2007. This benefit is for city City related travel in an employee's private vehicle at the prevailing rate as set by the Finance Department. Mileage reimbursement will begin after the employee has traveled 25 miles or more in a single day. This 25 mile exemption rule will be waived for overnight training or conference travel. For example, if an employee drives 35 miles in a day on City business- that employee would be eligible for mileage reimbursement of 10 miles (35-25=10). If an employee travels to San Diego for a training session or conference and stays over night, and the employee's total mileage is 250 miles, the employee would get a mileage reimbursement of 250 miles. All executive employees must submit City approved forms for reimbursement. All reimbursements must be submitted no later than 3 months after the final day of travel. The Director of Finance shall be responsible for administering and interpreting this benefit.~~

VIII. SALARIES AND ANNUAL SALARY INCREASES

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The City's policy is to maintain a competitive pay structure that enables attraction and retention of highly experienced and effective Senior Executive, Executive, Assistant Directors, and Senior Managers.

The salary schedule for classifications represented in this Compensation Plan consists of four bands. Each band has a minimum and maximum salary with a forty-five percent (45%) differential from the minimum to the maximum, except for the Senior Management band which has a fifty-two (52%) differential between the minimum and maximum salary. The differential between each range is twenty-two percent (22%) applied to the maximum salary. Individuals in classifications covered under this Compensation Plan will be compensated at a base rate of pay equal or above the minimum of the approved salary range, and not at a base rate of pay that would exceed the maximum of the approved salary range. The Salary Schedule is identified in Appendix A.

~~Effective the pay period including October 1, 2021, 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 two percent (2.0%).~~

Effective October 7, 2023 employees will receive a base salary increase of four and one half percent (4.5%).

Effective the pay period including October 1, 2024, employees will receive a base salary increase of four and one half percent (4.5%).

Effective the pay period including October 1, 2025, employees will receive a base salary increase of four and one half percent (4.5%).

A. Salary Schedule Modifications

The salary schedule may be modified upon approval of the City Council. Considerations for salary schedule modification may include one or more of the following:

- Increasing the salary structure based on a cost of living adjustment using the Consumer Price index data provided by the Bureau of Labor Statistics. Data will be reviewed using a 12 month average;

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- Increasing the salary structure to correspond to any negotiated increases of the City's Management and Professional Employees Association;
- Increasing or decreasing the salary range differentials and/or the differential between ranges.

B. Placement of Classifications within the Salary Structure

- Classifications are placed within the salary structure as identified in Appendix A.
- Modifications to classification placement require City Manager recommendation and City Council approval.
- Modifications to the placement of classifications within the Salary Structure may be based on any one of the following or a combination of the following:
  - Difficulty in ~~Recruitment~~recruitment of highly experienced individuals with qualifications exceeding minimum standards for the classification;
  - Market data of comparable agencies. The City Manager shall determine the procedures used to conduct a market survey. Market surveys are conducted to provide salary and total compensation data that will be evaluated against the City of Beverly Hills salary and total compensation data which may support modifications to the salary structure.

C. Salary Placement for Individuals Upon Hire or Promotion

Salary placement will be at least the minimum of the established salary range ~~for of~~ the classification. Placement above the minimum may be made at the discretion of the City Manager. Placement above the minimum or movement within the salary range shall be considered when the individual appointed or promoted: exceeds the minimum qualification and/or experience of the position; the individual holds specialized certifications, licenses, skills, and/or abilities that would be beneficial to the City; and/or any other job-related factor that the City Manager deems relevant to the position and to the service of the City. In no case may an individual be compensated at a base salary above the approved maximum salary on the salary schedule.

D. Salary Adjustments to Individuals



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The City Manager may authorize a salary adjustment to any individual during their service to the City. This salary adjustment is authorized at the sole discretion of the City Manager and is effective at the beginning of a pay period as identified by the City Manager. Consideration for an annual salary adjustment is generally made in conjunction with an annual performance evaluation although the City Manager may approve a salary adjustment at any time. For Assistant Directors and Senior Managers, a Senior Executive or Executive may submit a recommendation to the City Manager for consideration of the authorization for a salary adjustment. The salary adjustment may not result in an individual exceeding the maximum salary of the established salary range for his/her classification.

IX. WELLNESS PAY

~~Effective the pay period including October 1, 2021, the City agrees that employees will receive one and one-half percent (1.52.0%) of each employee's annual base pay for wellness pay. However, if the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate exceeds 10.303% (the 2020-2021 rate), employees covered by this compensation plan will cost share (in accordance with Government Code section 20516(f)) as follows:~~

~~Classic Employees: One-half (1/2) of the amount by which the Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 0.5% 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 2021-2022 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 0.5% of pensionable compensation.~~

~~This cost share would be effective the first day of the pay period including October 1, 2021. For example, if the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate increases to 10.903% (a 0.6% increase), employees will cost share 0.3%. If the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate increases to 12% (which is more than 1% above the 2020-2021 rate), the employees shall cost share 0.5%, 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.~~

~~Effective the pay period including October 1, 2022, the City agrees that employees 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 covered by this compensation~~

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~~plan 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.~~

~~If the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate is lower than the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate, the employees will cost share, on an ongoing basis, the amount they started to cost share at the beginning of the pay period including October 1, 2021, but it will not be reduced. If the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate is higher than the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate, the employees will cost share as described above effective October 1, 2022 on an ongoing basis, but not in addition to the amount of the cost share the employees will be pay beginning with the pay period including October 1, 2021. The maximum cost share an employee can pay effective October 1, 2022 is one percent (1.0%).~~

X. PAY FOR PERFORMANCE PROGRAM

Individuals covered under the Compensation Plan are expected to strive to meet and exceed the established goals and objectives set by the City Council. A Pay for Performance Program, as set forth in this section, has been established fFor those individuals with superior performance who who exceed the expectations set by the City Council and/or City Manager and meet the following criteria: (1) meet the annual goals and objectives established in their annual performance evaluation and (2) receives an overall superior rating of their performance on their annual performance evaluation, a Pay for

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~~Performance Program has been established. The rules, regulations and eligibility criteria related to the Pay for Performance program may be further detailed in an Administrative Regulation approved by the City Manager. The Human Resources Department will assist the City Manager in the administration of this program. The City Manager is authorized to allot a Pay for Performance amounts budget that totals no more than five percent (5%) of the combined annual base salary for all job classifications covered and budgeted by this compensation plan as of June 30th of each fiscal year. Pay for Performance awards are paid subsequent to each fiscal year following receipt by Human Resources of the employee's performance evaluation and approval of the City Manager.~~

~~The Pay for Performance payment is separate from and in addition to base salary. The performance of each eEmployee will be evaluated at the completion of each fiscal year based on their performance and may only be considered as part of the Employee's annual performance evaluation. Employees and those that are eligible and meet the criteria above are eligible for a lump sum payment up to ten percent (10%) of their base salary. The City Manager is authorized to allot Pay for Performance amounts that total no more than five percent (5%) of the combined annual base salary for all employees covered by this compensation plan as of June 30th of the immediately preceding fiscal year. The Pay for Performance payment is separate from and addition to base salary. The Pay for Performance payment to an individual will be a lump sum amount determined by the City Manager based on the performance in the prior twelve months and may only be considered as part of the employees' annual performance evaluation. Employees are eligible for a lump sum payment up to ten percent (10%) of their base salary. Pay for performance awards are provided with the first full pay period following receipt by Human Resources of the employee's performance evaluation and approval of the City Manager.~~

XI. UNIFORM ALLOWANCES

The Chief of Police, Fire Chief, Assistant Chief of Police and Deputy Fire Chief shall receive ~~an \$600.00~~\$800.00 annual uniform allowances. The uniform allowance, which shall begin to be paid in the first pay period upon being hired, shall be paid as \$30.77 each pay period. In calendar years in which there are 27 pay periods, employees shall not receive the uniform allowance payment for the 27<sup>th</sup> pay period.

XII. RETIREMENT

- A. For "Classic Members" as Defined by PERS and the Public Employees' Pension Reform Act of 2013 (PEPRA)

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The City's Retirement contract with PERS is at the 2.5% at 55 rate for miscellaneous employees and 3% at 50 for local safety employees hired on or before June 30, 2012.

The City amended its contract with PERS for local safety employees hired by the City after June 30, 2012 to provide a 3% at 55 rate and to use three year average final compensation as set forth in Government Code Section 20037.

Classic members will pay their 8% (miscellaneous) or 9% (safety) member contributions effective on the first day of the first full pay period following February 1, 2015.

B. For "New Members" as Defined by PERS and PEPRA

The PEPRA retirement formula 2% at 62 for miscellaneous employees and 2.7% at 57 for safety employees ~~is the miscellaneous reform plan of 2% @ 62 and the applicable safety reform plan~~ with final compensation based on the highest annual average compensation earnable over three consecutive years, as provided in the retirement law.

~~New Members are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS. This amount is determined and may be changed by CalPERS from time to time.~~

~~In addition, N~~new members will pay an additional amount for their retirement contribution as cost sharing in accordance with Government Code section 20516. ~~That amount will be the difference between half the normal cost amount and either 8% for miscellaneous members (so that their total retirement contribution will be 8%) or 9% for safety members (so their total retirement contribution will be 9%). This cost sharing will be effective on the first day of the first full pay period following February 1, 2015. New members employees are responsible for paying the employe contribution of one-half of the normal cost of the plan, as defined by CalPERS, through 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~~. The cost sharing provision above does not change this responsibility for paying one-half the normal cost, which is defined in the annual actuarial valuation report provided by CalPERS.

C. Optional Benefits for Non-Sworn Employees

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1. 1959 Survivor's Benefit: The City is under contract with CalPERS which provides level 4 coverage under the 1959 Survivor's Benefit, per Government Code section 21574.
2. Pre-Retirement Option 2 Benefit: The City's contract with CalPERS provides the Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code § 21548 for Employees.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
4. Pre-Retirement Death Benefits: The City's contract with CalPERS provides the benefit known as the pre-retirement death benefits to continue after remarriage of survivor as set forth in Government Code section 21551.
5. Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
6. Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
7. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.  
~~1959 Survivor Benefit~~

~~The City's contract with the Public Employees Retirement System provides for Level 4 coverage under the 1959 Survivor Benefit.~~

~~D. The City's contract with the Public Employees Retirement System provides for Pre-Retirement Optional Settlement 2W Death Benefit as set forth in Government Code Section 21548.~~

D. Optional Benefits for Sworn 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.

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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.

E. All PERS benefits shall be provided in accord with the requirements of the Public Employees' Retirement Law, commencing at Government Code §20000, and all applicable regulations and procedures of PERS, which shall prevail in the event of conflict with the provisions of this compensation plan.

XIII. SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

All accrued, unused sick leave earned and credited to each employee shall be the basis for determining the amount to be paid to each employee who qualifies to receive sick leave pay-off.

Employees covered by this compensation plan who have achieved seven (7) or more years of continuous service and are listed on the City's active payroll ~~on or after July 1, 1982,~~ shall be eligible for sick leave pay-off upon termination of employment with the City, in accordance with the following.

The rate of sick leave pay-off shall be calculated as follows:

- For the first 7 years of City service - 4% of accrued, unused sick leave per full year of service.
- For each year of City service thereafter - 6% of accrued, unused sick leave per full year of service to a maximum of 100%.
- Sick leave pay-off shall be calculated at the rate of base pay received by the employee at the time of termination. Each employee eligible to receive sick leave pay-off shall receive said pay-off at the time of termination.

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B. Vacation and Administrative Leave Pay-Off

An employee who terminates from City service shall receive an amount equal to accrued, unused vacation at the time of termination. The rate of pay off shall be based on the rate of base pay received by the employee at the time of termination. An employee does not have the option of utilizing accrued, unused vacation in lieu of vacation pay-off at time of termination.

~~An employee who terminates from City service shall receive an amount equal to accrued, unused Administrative Leave at the time of termination.—~~ An employee who separates from City service shall be paid for the pro-rata share of administrative leave they have earned based on the number of completed weeks worked for the year.

If at the time of separation in the calendar year, an employee has used more administrative leave than they have earned (since it is available for use at the beginning of a calendar year but earned proportionally. i.e., 1/26 per pay period throughout the year) the additional hours will be deducted from leave cash outs available to the employee.

C. Notice of Termination/Severance

If the City determines to terminate an employee without cause (cause shall mean termination for conviction of a felony, or for malfeasance in office) after one full year of Executive Employee service, the City shall provide a Senior Executive or Executive employee with four (4) to twelve (12) months prior notice of the termination date; and shall provide an Assistant Director or a Senior Management employee with three (3) to eight (8) months prior notice of the termination date. The amount of notice within the applicable range shall be in the City Manager's discretion. In lieu of providing the required notice above, the City Manager in his/her discretion may pay the eligible employee severance (severance shall include salary and benefits) at the rate of four (4) to twelve (12) months' severance for a Senior Executive or Executive employee; and three (3) to eight (8) months' severance for an Assistant Director or a Senior Management employee, subject to the limitations set forth in Government Code section 53260, where applicable. The minimum amount of severance may be granted within the City Manager's discretion. The City Manager may grant severance above the minimum within the specified range only with City Council concurrence.

XIV. DEFERRED COMPENSATION

A. City Contribution

Effective October 2021, the City shall contribute at least \$50.00 per month per Senior Executive, Executive, Assistant Director, and Senior Management

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employee to the City's deferred compensation program. If the employees covered by the Management and Professional Employees Association MOU receive an increase to the City's monthly contribution to the deferred compensation program, employees covered by this compensation plan shall receive the same increase.

B. Conversion of Sick Leave to Deferred Compensation

Employees covered by this compensation plan may convert accumulated sick leave to base pay. Per IRS regulations, converted sick leave may only be used to fund "catch up" contributions to deferred compensation, therefore, an employee must first contribute the maximum to their respective deferred compensation account before they are permitted to use their sick leave to make "catch up" contributions. ~~The extra pay may only be used to fund "catch up" contributions to deferred compensation.~~ The following restrictions apply to this program.

- 1) The employee shall have a minimum of 7 years of service with the City of Beverly Hills.
- 2) The individual's sick leave accrual cannot be reduced below 240 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) A conversion of no more than the amount which will bring the annual deferral to the maximum permitted by law is allowed.
- 5) The conversion will be at the then existing sick leave payoff percentage.



Amended and Restated  
Executive Employee Compensation Plan

**EXECUTIVE AND SENIOR MANAGEMENT COMPENSATION PLAN**  
**Salary Bands Effective 09/24/2022**

Salary Band	Band Name	Classification	Monthly	
			Band Minimum	Band Maximum
A	Senior Management	City Architect Deputy Director of Rent Stabilization	\$11,381.98	\$17,292.49
B	Assistant Directors	Assistant Chief Information Officer Assistant Director of Community Development/Building Official <a href="#">Assistant Director of Community Development/City Planner</a> Assistant Director of Community Services Assistant Director of Finance Assistant Director of Human Resources Assistant Director of Public Works/City Engineer <a href="#">City Planner</a> Deputy Director of Public Works/Operations <del><a href="#">Deputy Director of Special Projects, Public Safety</a></del> Senior Policy and Management Administrator, Public Safety Utilities General Manager	\$14,526.07	\$21,019.20
C	Executives	Assistant Chief of Police Chief Information Officer Deputy City Manager Deputy Fire Chief Director of Community Development Director of Community Services Director of Finance Director of Human Resources Director of Public Works	\$17,656.63	\$25,549.10
D	Senior Executives	Assistant City Manager Chief of Police Fire Chief	\$21,461.37	\$31,055.94