

MOU NO.
2020-28

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

**BEVERLY HILLS
FIREFIGHTERS' ASSOCIATION**

October 1, 2019 – May 30, 2025

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EXHIBIT "A": SALARY SCHEDULES AND MATRICES FOR TERM OF CONTRACT

EXHIBIT "B": DEFINITIONS OF "NEW MEMBER" AND "CLASSIC MEMBER" PER THE PUBLIC
EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEVERLY HILLS AND
THE BEVERLY HILLS FIREFIGHTERS'ASSOCIATION**

WHEREAS, the Beverly Hills Firefighters' Association, (hereinafter "Association") a formally recognized employee organization, representing all nonexecutive sworn safety fire personnel, and duly authorized representatives of the management of the City of Beverly Hills, have met and conferred in good faith freely exchanging information, opinions and proposals, and have reached the following understanding on matters within the scope of representation. The following classifications (which are the ranks in the Fire Department) are represented by the Association:

Firefighter
Fire Engineer
Fire Captain
Fire Battalion Chief

The classification of Firefighter Paramedic ended on June 6, 2020.

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

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

It is recognized that there exists now certain past practices, policies or procedures that are in force and effect, which affect wages, hours and working conditions. To that extent, it is agreed that such practices, policies and procedures shall remain in full force and effect during the entire term of this agreement, unless they are inconsistent with the provisions of this MOU, or unless they are changed by agreement of the parties. The parties agree that during the term of this MOU, either side may request to reopen negotiations solely on the subject of modifications to performance evaluations.

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective beginning October 1, 2019 and shall expire on May 30, 2025.

1. SALARIES

The ranks of Firefighter, Fire Engineer, Fire Captain and Fire Battalion Chief shall each be separated from the top step of one classification to the top step of the higher classification by 17.7% respectively (equal to six 2.75% increments compounded). The salary schedules and matrices for the duration of the contract, copies of which are attached hereto as Exhibit "A",

outline the base salary steps for each classification. Each salary step differential shall be the equivalent of two 2.75% increments compounded.

All employees who are in the bargaining unit on June 6, 2020, will receive a lump sum payment of one thousand seven hundred and seventy five dollars (\$1,775.00) which will be paid on the second pay day following June 6, 2020. This lump sum payment is non-pensionable as it is provided in the same fiscal year as a base salary increase.

Effective the pay period including June 16, 2020 (which is June 6, 2020 to June 19, 2020), employees will receive a base salary increase of two percent (2.0%).

Effective the pay period including October 1, 2020, employees will receive a base salary increase of two percent (2.0%).

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 the pay period including October 1, 2023, employees will receive a base salary increase of two percent (2.0%).

2. OVERPAYMENT

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

3. APPOINTMENT AND ADVANCEMENT

A. Probationary Period

The probationary period for new fire employees shall be one year from the date upon which they start the mandatory orientation training. This probationary period applies to newly hired and laterally transferred recruit Firefighters. This one-year probationary period is in addition to any time spent by recruit Firefighters attending an off-site recruit academy. Any probationary period may be extended at the discretion of the Fire Chief.

The probationary period for promoted fire employees shall be one year from the date of promotion. Benefits and leave rights shall be available to employees on probation as a result of accepting a promotion.

B. Salary Placement

The City Manager may make appointments to or advancements within the prescribed ranges of specific positions upon evaluation of employee qualifications and performance. Normally, employees shall be appointed at the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

New employees shall be appointed at the first step of the schedule prescribed for the classification unless, upon the recommendation of the Human Resources Director, the City Manager authorizes hiring at a higher step. Such authorization shall be kept to a minimum and based upon proven inability to recruit at the first step, or upon ascertained special talent and ability of the prospective employee.

C. Advancement Through Range

An employee shall be eligible for a salary step increase after the completion of one year of service, and annually thereafter (i.e., the anniversary date), provided he/she has received an overall rating of "satisfactory" on his/her performance evaluation. The effective date of the step increase shall be his/her anniversary date. Employees hired prior to the date of City Council approval of this 2019-2025 MOU, who were at Step 1 at the time of approval, shall receive a salary step increase to Step 2 after six (6) months of satisfactory service. They shall then be eligible for salary step increases to each remaining steps on their salary schedule after one (1) year of satisfactory service and each year thereafter.

All step increases are recommended by the employee's supervisor and the Fire Chief or designee and are to be approved by the Human Resources Director or designee.

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

D. Step Placement and Advancement Upon Promotion

An employee who is promoted shall be appointed to the first step of the salary schedule of the new classification, unless the first step does not result in a 5.5% increase. In such cases, the employee will be placed at the next step that provides the employee a minimum of a 5.5% increase. Assignment pays shall be calculated as part of base salary for the purpose of establishing the initial salary step of a newly promoted employee. The effective date of an employee promotion shall be the first day of a pay period. The promotion date will serve as the employee's new anniversary date. The employee's anniversary date for the position into which the employee is promoted (which determines step increases for that position) shall be the effective date of the promotion. Employees promoted prior to the date of City Council approval of this 2019-2025 MOU, who were at Step 1 at the time of approval, shall receive a salary step increase to Step 2 after six (6) months of satisfactory service. They shall then be eligible for salary

step increases to each remaining steps on their salary schedule after one (1) year of satisfactory service and each year thereafter.

Regardless of the step placement upon promotion, employees who are promoted from one position to another within the unit will be eligible for a step increase after 12 months of satisfactory service. Annually thereafter, employees will be eligible for step increases until the top step in the range is achieved.

E. Filling Position out of Classification (F.P.O.C.)

Filling Position out of Classification (F.P.O.C.) is defined as a temporary assignment of any duration to a higher classification for which an employee is qualified, but has yet to achieve a permanent promotion.

F.P.O.C. compensation shall be paid at the first step of the salary schedule of the higher classification. In the event the first step of that salary range is less than 5.5% above the current level of pay for the affected employee, he or she shall be compensated at a higher step of that salary range which is at least 5.5% above the current level of pay. However, in no event shall the employee be paid higher than the top step of the classification for which he or she is filling out of classification.

F.P.O.C. covered by Government Code section 20480 is limited to 960 hours per fiscal year.

A Firefighter who works as a Paramedic is not working F.P.O.C. because Paramedic is not a classification. Rather, such Firefighter will receive an additional 14.52% assignment pay per Article 5 of this MOU.

The parties agree that to the extent permitted by law, the compensation for F.P.O.C. is special compensation for “classic member” employees 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. Effective Date Of Increases

Approved salary step increases shall be effective on the employee's anniversary date.

G. Special Merit Advancement

The City Manager may authorize the advancement of an employee to any step within the prescribed schedule for the employee's current position, upon written recommendation of the Fire Chief or designee, as submitted to the Human Resources Director. Such salary increases shall be effective on the date of the special merit advancement. The special merit advancement date will serve as the employee's new anniversary date.

H. Superior-Subordinate Salary Relationship

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

In such a relationship, the superior shall be paid a monthly salary rate above his or her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his or her superior, the superior shall receive a special adjustment in an amount which is at least 2.75% above that received by his or her highest paid subordinate. At any time the superior's base salary (excluding this salary adjustment) exceeds the base salary of his or her subordinates, the salary adjustment granted to him/her by this section shall be eliminated.

Monthly salary is defined as the base monthly salary paid to a position. Excluded from salary computations for this provision are any special pays, shift differentials, overtime payments, or any additional payment paid to a position.

4. HOURS OF WORK, WORK PERIOD AND OVERTIME

A. Accurately Reporting Time Worked

Employees are required to accurately report all time worked and submit any changes to their scheduled hours to the hiring officer at the completion of each shift.

Hours worked will be accurately recorded in Tele-staff Unit to one-tenth (1/10) of an hour increments of time. This is illustrated by the following:

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

The parties agree that if the 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.

B. Work Schedules

Fire suppression personnel shall be regularly assigned to work either 121 or 122 shifts per year. Employees assigned to a 40 hour work week shall be assigned to a 4/10 work schedule; said schedule shall be flexible to accommodate the needs of the department relative to training. The City has adopted the 24-day FLSA work period in accordance with Section 7(k) of the FLSA. Each of the three platoon shifts will be scheduled to work eight 24-hour shifts during the 24-day work period. Although employees in the unit are scheduled either a 24 hour suppression shift or a 10 hour administrative shift, unless otherwise provided by this MOU all employees in the unit are subject to the 24 day FLSA work period in accordance with Section 207(k) of the FLSA.

C. Overtime

Employees shall be paid overtime in the following manner and as specified in the Fire Department Personnel Manual.

Employees assigned to a 24 hour suppression shift shall be entitled to overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of the duration of their daily work shift and/or in excess of 182 hours in a 24 day work period, except that they shall earn overtime for the hours between 182 and 192 at the rate of one-half times their regular rate of pay. In that regard, during each pay period, pay for an additional 2.93 hours at the straight time regular rate of pay shall be provided to each such employee.

Employees assigned to a forty hour workweek shall be entitled to premium overtime compensation at the rate of one and one-half times their regular rate of pay for all time worked or regarded as having been worked, as defined below, in excess of the duration of their regularly scheduled daily work shift or in excess of forty hours in a seven calendar day period.

Employees will have the choice of receiving the overtime compensation in pay or compensatory time off subject to the limitations set forth below.

1. Hours devoted to departmental training, industrial injury, Association leave, jury leave, holiday leave, vacation leave, sick leave, bereavement leave, subpoena/witness leave for issues involving personal matters and compensatory time or subpoena/witness leave for non-personal matters, etc. will be regarded as hours worked for purposes of determining eligibility for overtime compensation.

Light Duty work is not considered leave but a re-assignment, therefore, is considered hours worked for purposes of computing overtime.

At the end of each pay period occurring during a 24-day work period, a determination will be made as to how many hours should be paid at the time and one-half rate.

2. Emergency Recall: Off duty employees who are recalled to duty on an emergency basis shall be entitled to receive compensation for a minimum of four (4) hours at time and one-half overtime.
 3. Off duty employees who work special details outlined in City Ordinance No. 2-4.230 shall be entitled to receive compensation for a minimum of four (4) hours at time and one-half overtime.
 4. Overtime for employees assigned to an administrative assignment shall be paid at their 40-hour hourly rate. However, if such employees perform suppression duties, they shall be paid overtime at the 56-hour rate.
 5. Special details, including parties, film assignments, special events, and any event requiring employees which is permitted through the City and paid for by a third party, shall be compensated at a rate equal to one and one-half times the 40 hour hourly regular rate of pay for the applicable classification.
 - a. Employees on light duty shall not be permitted to work special detail overtime.
6. Compensatory Time

When an employee works overtime, he/she shall have the choice as to whether to receive cash at time and one-half or to accumulate compensatory time at the rate of 1.5 hours for each hour of overtime worked. When an employee works overtime and wishes to earn and accrue compensatory time, the maximum number of hours the employee will be permitted to accrue, for another employee who is off on compensatory time is 12 hours. The additional 24 hours of compensation (assuming the employee chooses to receive 12 hours of compensatory time) will be paid as cash.

An employee requesting to use accumulated compensatory time off may do so by providing reasonable notice. Such request will not be denied unless it would be unduly disruptive to the Department to grant it.

An employee may accumulate up to 480 hours of compensatory time.

Cash Out of Compensatory Time Off - Following the first pay period which ends in June of 2020, employees may request to cash out accumulated compensatory time which is accrued prior to the end of the first pay period that ends in June 2020. The leave elected for cashout will be paid during or prior to the week following the first pay period ending in July 2020 and will be paid out at the employee's current regular rate of pay (excluding any temporary pay he/she is receiving at the time he/she cashes out). At the same time as the employee

requests the cashout, the employee may also elect to carry over a maximum of 144 hours of compensatory time to the next year.

Effective in calendar year 2021, on or before December 15 (starting in 2020) of each calendar year, an employee may make an irrevocable election to cash out accrued compensatory time off which will be earned in the following calendar year. The employee can elect to receive cash which will be paid in January (starting in 2022) of the following calendar for their accrued compensatory time in a cumulative amount not to exceed the number of hours the employee irrevocably elected to cash out in the prior year. However, if the employee's compensatory time off leave balance in the last full pay period in the calendar year is less than (the balance of) the total amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. Compensatory time off shall be paid at the employee's regular rate of pay in effect at the time compensatory time off is paid.

For calendar year 2020, employees may elect to cash out all or a portion of accumulated compensatory time balances on or before December 15, 2020. Payouts of the compensatory time employees elect to cash out will be paid in January 2021. Compensatory time carried into 2021 must be used as time off and cannot be cashed out at a later date.

7. Shift Exchange/Relief:

An employee may be relieved by any other employee who is qualified to relieve him/her at any time by utilizing appropriate leave (i.e., vacation). In addition, the parties acknowledge Department of Labor regulation, 29 CFR section 553.225 which provides:

It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to (between the hours of 0600 and 0800) the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work.

5. SPECIAL AND ADDITIONAL COMPENSATION

No special salary adjustments authorized by this Article shall become effective until an official personnel transaction form authorizing the adjustment is approved by the Human Resources Director. Educational pays are included in the regular rate for purposes of calculating overtime and will be included in the rate used to pay off leaves of absence except as required by FLSA or by this agreement. Assignment pays are included in the regular rate for purposes of calculating overtime and will be included in the rate used to pay off leaves of absence. To maintain any pays provided herein, employees must remain in the assignment or maintain any applicable certification. As such, if employees do not remain in the assignment or maintain applicable certification, they will, at that time, become ineligible for the pay.

Educational and assignment pays are calculated as a percentage of base salary at each rank. Educational and assignment pays shall not compound, rather, each level of pay will be calculated at 2.75% of base salary at the employee's current step and range on the compensation matrix.

A. Assignment Pays

1. Paramedic Pay For Firefighters

Employees in the rank of firefighter that are regularly assigned as paramedics will receive 14.52% of base pay as paramedic assignment pay.

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

2. Paramedic Pay For Fire Engineers and Fire Captains

Employees in the rank of Fire Engineer or Fire Captain who are certified paramedics will receive 2.75% of base pay as paramedic pay. These employees may be assigned to act as paramedics and may augment the normally assigned firefighter paramedic position(s) on an apparatus.

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

3. Tiller Operator

Any Firefighter assigned as a Tiller Operator shall receive \$20.00 per month.

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

4. Urban Search and Rescue (USAR)

Employees who complete the prescribed department-training shall receive USAR pay of 2.75% of base salary.

For Firefighters who are assigned as paramedics per Section A 1 above, USAR pay shall be paid by using base pay plus paramedic assignment pay (14.52%) Therefore, a Firefighter earning \$41.52 per hour will have USAR pay calculated as follows: Base pay rate \$41.52 x paramedic assignment pay 14.52% = \$6.03 for a total combined base + USAR pay of \$47.55 multiplied by 2.75% = \$1.31 per hour for a total of \$48.86 for regularly scheduled (non-overtime) hours.

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

5. Fire Mechanic

Any Firefighter assigned as a Fire Mechanic shall receive pay of 5.5% of base salary.

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

6. Administrative Assignment

When employees are removed from fire suppression duties and assigned to an administrative assignment by the Fire Chief, they shall receive 16.5% of base pay.

In addition, the leave accounts of employees assigned to an administrative assignment shall be divided by 1.4 at the time of the assignment and valued at the hourly salary rate of the administrative assignment. Any such employee who has been allocated a City-owned take home vehicle by the Fire Chief shall only receive pay of 11%.

The parties agree that to the extent permitted by law, the compensation for an Administrative Assignment is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Fire Staff Premium.

a. Employees Assigned to Light Duty

Employees on a suppression assignment assigned to light duty as a result of an industrial or off-duty injury or sickness do not qualify for administrative assignment pay and may not work overtime hours. When such an employee is assigned to a light duty assignment (40-hour work week) during a 24-day FLSA work period he/she shall remain on a 24-day FLSA work period until the end of that work period. If it is unclear as to whether the employee will return to full-duty during the next 24-day FLSA work period, the employee will be placed on a seven (7) day FLSA workweek. When the employee is released to return to full duty and can be assigned back to a suppression schedule, he/she will be placed back on the ongoing 24-day FLSA work period even if in the middle of that work period.

While assigned to the 40-hour work week schedule (even if the employee is still on the remainder of the 24-day FLSA work period) employees will be subject to the conversion described in the Vacation and Sick Leave articles of this MOU. All accrued vacation, sick leave and holiday bank on the books will be divided by 1.4. Additionally, the employee will begin to accrue vacation, sick leave holiday bank hours based on a 40 hour assignment (i.e., at the rate 56 hour suppression employees accrue divided by 1.4). When the employee is released to return to full duty and is assigned back to his/her suppression schedule (56 hour work week), his/her leave accruals and rate at which his/her leave accrues will be converted back to the 56 hour rate, i.e., multiplied by 1.4.

B. **Education and Fire Service Training Pay**

1. **Fire Service Training Program**

Employees are eligible for the following Education Pay:

Firefighter and Fire Engineer: Any employee in these ranks who is certified by the Office of the State Fire Marshal as a Firefighter II is eligible for 2.75% education pay. Employees are eligible for an additional 2.75% education Pay for Fire Officer certification. Effective January 1, 2017 and thereafter, any employee in these ranks who has not already achieved a maximum of 5.5% Education Pay will be eligible for 2.75% Education Pay for an Associate's Degree.

For Firefighters who are assigned as paramedics per Section A 1 above, each eligible education pay and training pay (Firefighter II, Fire Officer, or Associate's Degree) shall be paid by using base pay plus paramedic assignment pay (14.52%) for each individual additional eligible pay. Therefore, a Firefighter earning \$41.52 per hour will have each eligible education and training pay calculated as follows: Base pay rate \$41.52 x paramedic assignment pay 14.52% = \$6.03 for a

total combined base + assignment pay of \$47.55 multiplied by 2.75% = \$1.31 per regularly scheduled (non-overtime) hour for each education pay.

Fire Captain: Any employee certified by the Office of the State Fire Marshal as a Fire Officer or Company Officer will be eligible for 2.75% education pay. Employees are eligible for an additional 2.75% education pay for a Chief Officer certificate. Effective January 1, 2017 and thereafter, any employee who has not already achieved a maximum of 5.5% education pay will be eligible for 2.75% education pay for an Associate's Degree.

Fire Battalion Chief: The parties' acknowledge that the State Fire Marshal's Office changed their certification program such that the Fire Officer and Chief Officer certifications were retired effective December 31, 2016.

Employees who were eligible for education pay as a Fire Officer and/or Chief Officer as a result of attaining such certification(s) before January 1, 2017 will continue to be eligible for 2.75% education pay for each certification.

After January 1, 2017, any employee certified by the Office of the State Fire Marshal as a Company Officer and/or Chief Fire Officer will be eligible for 2.75% education pay for each certification. Fire Battalion Chiefs will not receive any education pay for the possession of an Associate's Degree.

Prior approval for this educational training shall be granted by the Fire Chief.

No employee shall receive more than 5.5% in education pays for education and fire service training.

The parties agree that to the extent permitted by law, the education pays provided above are special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay.

6. RECLASSIFICATION & Y-RATING

A. Reclassification

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

1. The employee has held the position which was reclassified for a minimum of ninety (90) days prior to the reclassification, and
2. The employee meets the qualifications established for the position.

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

B. Y-Rating

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

C. Compensation After Upward Reclassification

An employee who is in a position, which is reclassified upward, shall be appointed to the first step of the salary schedule of the new classification, unless the first step does not result in a 5.5% increase. In such cases, the employee will be placed at the next step that provides the employee a minimum of a 5.5% increase. Assignment pay shall be calculated as part of base salary for the purpose of establishing the initial salary step of a newly reclassified employee.

7. HEALTH BENEFITS

A. Cafeteria Plan Benefits

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

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

For employees who are absent as a result of being injured on duty, the City shall pay its contribution for employees and dependents, if any, for health and welfare benefits during the continuous period of an employee's absence up to a maximum accumulated time of one year.

1. City Contribution to the Cafeteria Plan

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

optical insurance. Should the total premium cost of these three benefits decrease from one year to the next, the City will reduce its contribution for the three benefits by 80% of the net decrease and the employees will reduce their contribution for the three benefits by 20% of the net decrease.

Assuming the cost of the three benefits increase, whatever amount employees pay (if any) will be carried over to the following year. Once the 80% amount is determined each year, that will determine the maximum amount the City will pay for the cafeteria plan for that year. In order to illustrate how this is calculated, the following explains the calculation of the 2019 contribution based upon the actual premiums: The City's Cafeteria Plan contribution for 2018 was \$2,081.26. In 2018, the employee contribution was \$132.58 for a total cost of the benefits of \$2,213.84. For 2019, the cost of the three benefits increased by a total of \$109.91 to \$2,323.75. The City paid 80% of the net increase. Thus, for 2019, the City's Cafeteria Plan contribution increased from \$2,081.26 to \$2,169.19. For 2019, the employee contribution increased by 20% of the net increase of the three benefits from \$132.58 to \$154.56. For years in which the cost of the three benefits increase, the same calculation to determine increases in the contribution will apply on a year-to-year basis throughout the term of this MOU by comparing the premiums from one calendar year to the next year of the MOU. In the example above comparing 2018 to 2019, the amount paid by the employees in 2019, will also be paid by the employees in future years as well as any additional employee costs determined by future insurance cost increases.

For years when the cost of the three benefits decrease, the City will reduce its contribution by 80% of the net decrease and the employees will reduce their contribution by 20% of the net decrease. This is illustrated with the following example for 2020 as the cost of the three benefits for 2020 has decreased. For 2020, the cost of the three benefits decreased from \$2,323.75 to \$2,136.62 for a decrease of \$187.13. The City's contribution for 2020 is therefore decreased from \$2,169.19 to \$2,019.49 and the employees' contribution is decreased from \$154.56 to \$117.13. If the 2021 or 2022 cost of the benefits increase, the City and employee increases will be determined as described in the previous paragraph.

2. Medical Insurance

The City contracts with the California Public Employees' Retirement System ("PERS") for medical insurance. The City will contribute the PERS statutory minimum on behalf of each participant in the program. Eligible employees may select any of the medical insurance plans offered by CalPERS.

An employee who elects to opt out of medical coverage offered by the City must be able to provide proof of minimum essential coverage ("MEC") through another

source (other than coverage in the individual market, whether or not obtained through Covered California).

If at any time during the term of the MOU, the City is subject to penalties under the ACA, the parties agree to reopen negotiations on that provision of the cafeteria plan subjecting the City to such penalties for the limited purpose of making changes to ensure that such penalties are avoided, provided that no changes can be made without mutual agreement of the parties.

3. Dental Insurance

Employees may select a dental insurance plan available from the City's provider, Guardian. The City reserves the right to change dental insurance providers if necessary. If it does, employees will be provided with similar benefits with the new provider and, if the amount of the new monthly premium for family coverage shall exceed that due under the former plan, the City's monthly cafeteria plan contribution shall be increased by the amount of the premium increase. As with medical insurance, employees will have the options of participating in the employee category, the employee + 1 category or the employee + family category. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source in order to make that choice.

4. Optical Insurance

Employees may select an optical insurance plan available from the City's optical insurance provider, Vision Service Plan (VSP). The City reserves the right to change optical insurance providers if necessary. If it does, employees will be provided with similar benefits with the new provider and, if the amount of the new monthly premium for family coverage shall exceed that due under the former plan, the City's monthly cafeteria plan contribution shall be increased by the amount of the premium increase. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source in order to make that choice.

5. Employee Contributions for Benefit Options

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

6. The Receipt of Cash Through the Cafeteria Plan

Employees will be eligible to receive cash up to a maximum of \$475 per month (subject to taxation as wages) through the cafeteria plan if they either opt out of

receiving one of the optional benefits (for health insurance, the employee will need to show proof of coverage from any source of group health care coverage) provided through the plan or if they choose optional benefits that do not cost as much as the maximum dollar amount they receive through the plan.

B. Flexible Spending Accounts (FSA)

Employees have the opportunity to participate in both a health care and dependent care flexible spending account (each an FSA) whereby employees will be able to defer up to the maximum permitted by law to pay for any eligible out of pocket expenses related to health care or dependent care on a pre-tax basis. The provisions of both of these FSA's will be provided in a plan document. The plan document will be available to each eligible employee upon request. Before January 1 of every year, employees will be able to elect to have their compensation for the upcoming year deducted biweekly and contributed on a pre-tax basis to the FSA. During the year (and for a short grace period thereafter), an employee can receive reimbursements under the FSA for covered expenses incurred during the year, up to the amount of the employee's elected contributions for the year. The FSA deductions will be withheld from employees' regular payroll. Any amount allocated but not used within the prescribed time limits shall be forfeited.

8. FLEXIBLE BENEFITS – FIRE BATTALION CHIEFS

The City shall provide up to \$1,000.00 per fiscal year for Fire Battalion Chiefs to compensate them for unreimbursed medical related expenses. Such expenses include unreimbursed costs for an annual physical as well as unreimbursed medical, dental or optical costs. To receive the benefits of this Article, Fire Battalion Chiefs must provide a receipt demonstrating that they have incurred an unreimbursed medical expense.

All requests for reimbursement shall be submitted to the Human Resources Office on a quarterly basis. At the end of each fiscal year, any funds (of the dollar amounts described above) which a Fire Battalion Chief has not used will be paid to the Battalion Chief as wages on a separate check.

9. RETIREE MEDICAL INSURANCE

Each employee retiring from City service is eligible to continue coverage as a retiree through the group medical insurance plans offered through the California Public Employees' Retirement System (CalPERS). The City shall pay the PERS statutory minimum on behalf of each retiree.

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

For Fire Battalion Chiefs hired prior to July 1, 2012 who retire (service retirement only) from the City and who have over 15 years of active service in the City, the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under PERS medical, through age 65. For Firefighters, Fire Engineers and Fire Captains hired prior to July 1, 2012 who retire from the City,

the City shall contribute the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the two party rate of the PORAC Plan under PERS medical, through age 65.

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

All employees hired by the City on or after July 1, 2012 who retire from the City will receive the PERS statutory minimum paid by the City. In addition, for employees hired into the unit as new employees on or after July 1, 2012, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$275.00 per month (\$137.50 per pay period) for twenty-four (24) pay periods – there will be no contribution in the third pay period of any month which has three pay periods) to a retirement health account, on behalf of such employees. For employees who promote into the unit after July 1, 2012 who were City employees as of June 30, 2012, they will receive retiree medical benefits based on their years of service with the City in accordance with the benefits of this MOU as though they were a member of the bargaining unit prior to July 1, 2012.

C. Retiree Medical Insurance for Employees Who Disability Retire

An employee in Tier 1 who receives a disability retirement will be eligible for the benefits described in Section "A" above (subject to the eligibility requirements of the plan) if the employee would have received a service retirement equaling 50 percent or greater.

10. LIFE INSURANCE

A. City-Provided Life Insurance:

Employees shall be entitled to a \$100,000 (effective, August 1, 2020, the amount increases to \$150,000) City paid term life insurance policy. The premium for such policy shall be paid for by the City under the life insurance program of its choosing.

B. Supplemental Term Life Insurance:

Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. Employees cannot allocate cash contributions made to the cafeteria plan to pay the premiums for this supplemental term life insurance. However, they may, on a post-tax basis, allocate any cash back they receive from the cafeteria plan for that purpose. It must be a deduction from their paycheck.

11. DEFERRED COMPENSATION

A. City Contribution to Deferred Compensation

The City shall provide a contribution to a deferred compensation account in the amount of \$30.00 per month per employee.

In addition to the above amounts, the City shall make an additional contribution to the deferred compensation accounts of Firefighters, Fire Engineers, Fire Captains and Fire Battalion Chiefs as follows:

Effective the pay period including June 16, 2020 (which is June 6, 2020 to June 19, 2020), the City shall make a contribution to employees in each of the classifications in this bargaining unit in the amount of one and three tenths percent (1.3%) of each classification's top step (Step 5 for Firefighter and Fire Battalion Chief and Step 3 for Fire Engineer and Fire Captain).

Effective the pay period including October 1, 2020, the City shall make a contribution to employees in each of the classifications in this bargaining unit in the amount of two and three tenths percent (2.3%) (the one and three tenths percent (1.3%) initially provided with the pay period including June 16, 2020, and an additional one percent (1%) for a total of two and three tenths percent (2.3%)) of each classification's top step (Step 5 for Firefighter and Fire Battalion Chief and Step 3 for Fire Engineer and Fire Captain).

Effective the pay period including October 1, 2021, the City shall make a contribution to employees in each of the classifications in this bargaining unit in the amount of three and three tenths percent (3.3%) (the two and three tenths percent (2.3%) initially provided effective with the pay period including October 1, 2020, and an additional one percent (1%) for a total of three and three tenths percent (3.3%)) of each classification's top step (Step 5 for Firefighter and Fire Battalion Chief and Step 3 for Fire Engineer and Fire Captain).

Effective the pay period including October 1, 2022, the City shall make a contribution to employees in each of the classifications in this bargaining unit in the amount of four and three tenths percent (4.3%) (the three and three tenths percent (3.3%) initially provided effective with the pay period including October 1, 2021, and an additional one percent (1%) for a total of four and three tenths percent (4.3%)) of each classification's top step (Step 5 for Firefighter and Fire Battalion Chief and Step 3 for Fire Engineer and Fire Captain).

Effective the pay period including October 1, 2023, the City shall make a contribution to employees in each of the classifications in this bargaining unit in the amount of five and three tenths percent (5.3%) (the four and three tenths percent (4.3%) initially provided effective with the pay period including October 1, 2022, and an additional one percent

(1%) for a total of five and three tenths percent (5.3%) of each classification's top step (Step 5 for Firefighter and Fire Battalion Chief and Step 3 for Fire Engineer and Fire Captain).

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

B. Employee Contribution to Deferred Compensation

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

C. Conversion of Sick Leave to Deferred Compensation

Employees may choose to contribute accumulated sick leave to deferred compensation. The contributed sick leave may only be used to fund "catch up" contributions to deferred compensation. The following restrictions apply to this program:

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

12. CALPERS RETIREMENT BENEFITS

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

A. For “Classic Member” Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 3% at 50 retirement formula for all employees hired before July 1, 2012 as set forth in California Government Code Section 21362.2. For employees hired after July 1, 2012 who are classic members as defined, the City contracts with CalPERS to provide the 3% at 55 retirement formula as set forth in California Government Code Section 21363.1
2. Retirement Benefit Calculation Period: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for which "classic member" employees hired prior to July 1, 2012 in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS. For employees hired after July 1, 2012 who are classic members as defined, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 20037.
3. Payment of Employee/Member Contribution: Classic members pay their 9% Member Contribution. Effective in the pay period following adoption of this MOU, the City will pay and report zero percent (0%) as an Employer Paid Member Contribution (EPMC) under Government Code section 20636(c)(4) pursuant to section 20691. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as “new members” under the PEPRA, are covered by the 2.7%@ 57 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).

3. **Payment of Employee/Member Contribution:** New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

C. Additional Optional Benefits For All Employees

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

13. HOLIDAYS

A. Holidays

Employees working an administrative assignment shall be entitled to the following paid holidays if they were in paid status for the entire day the day before and the day after the holiday (i.e., either the employee worked or was absent using paid leave for the entire day on such workdays):

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11

Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Fourth Thursday in November
Christmas Day	December 25

Fire suppression personnel working a 24-hour shift received a bank of 120 hours (12 hours for each of the 10 stated holidays) at the beginning of fiscal year 2019-20 in lieu of payment for each of the foregoing holidays. Such employees received payment July 2019 for those holiday hours not used by the end of the first pay period ending in June 2019.

At the beginning of July 2020, fire suppression personnel working a 24-hour shift will receive a bank of 120 hours (12 hours for each of the 10 stated holidays) in lieu of payment for each of the foregoing holidays. The parties agree that starting in 2021 they will convert the accrual of holiday hours from fiscal year to calendar year. To accomplish this, the parties agree to the following:

1. Between July 1, 2020 and December 31, 2020, fire suppression personnel working a 24-hour shift will earn 72 of the 120 hours of the bank they will receive in July 2020 to account for the six (6) holidays, which will occur during this time.
2. On December 31, 2020, for fire suppression personnel working a 24-hour shift, if they used less than 72 hours of their holiday hours, they will be paid in the month of January 2021 for the difference between 72 and the amount of holiday hours used.
 - a. The remaining 48 hours of holiday time which will be issued in July of 2020, will be carried into 2021 for use by each individual or for payout in the following calendar year.
 - b. In the event a member uses more than 72 hours of holiday leave (up to 120 hours) prior to the end of 2020, the hours used in excess of 72 hours will not carry forward into the next calendar year and that member will be left with the remaining balance (if any) to carry into calendar year 2021.
3. Prior to the pay day for the pay period, which includes January 1, 2021, fire suppression personnel working a 24-hour shift shall receive a bank of 72 hours of holiday leave. When added to the 48 hours of holiday leave (for the following four holidays in 2021 which were added to the bank in 2020 – New Year's Day, Martin Luther King Day, President's Day and Memorial Day) the employee will have received a total of 120 hours to use in 2021. Such employees shall receive payment in January 2022 for those holiday hours not used by the end of 2021. An employee who leaves employment with the City prior December 31, 2021 will only receive payment for those holidays occurring prior to his/her separation date.
4. Effective in calendar year 2022, fire suppression personnel working a 24-hour shift shall receive a bank of 120 hours (12 hours for each of the 10 stated holidays) at

the beginning of each calendar year in lieu of payment for each of the foregoing holidays. Such employees shall receive payment each January for those holiday hours not used by the end of the previous calendar year. An employee who leaves employment with the City prior to the January payout will only receive payment for those holidays occurring prior to his/her separation date.

The parties agree that to the extent permitted by law, the payment for holidays provided above is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Holiday Pay.

B. Personal Holiday

Starting at the beginning of July 2020, employees are entitled to one paid personal holiday for the fiscal year (July 1, 2020 – June 30, 2021). Suppression employees are eligible to receive one 12-hour personal holiday and employees assigned to an administrative assignment working a 9/80 or 4/10 work schedule are eligible to receive a personal holiday of the number of hours of their regularly scheduled work day. This personal holiday may be taken at the employee's discretion subject to his or her supervisor's and Fire Chief or designee's approval. The employee shall request the holiday in writing.

The parties agree that for 2021, they wish to change the time period during which employees can use their personal holiday from a fiscal year to a calendar year. To accomplish the transition from fiscal year to calendar year use of personal holidays, the parties agree that for each employee in the unit, he/she must use his/her personal holiday by December 31, 2020. If an employee does not use his/her personal holiday by December 31, 2020, he/she will be cashed out in January 2021 for one-half (1/2) of the personal holiday (six (6) hours for suppression personnel and one half of the regular work hours per day for non-suppression personnel) not used by December 31, 2020. Employees will only be able to carry over one-half (1/2) of this personal holiday of leave into 2021.

For calendar year 2021, employees shall be entitled to one-half (1/2) of one paid personal holiday. Suppression employees will receive six (6) hours personal holiday leave (one-half of one paid personal holiday) and employees assigned to an administrative assignment working a 9/80 or 4/10 work schedule will receive one half of the number of hours of their regularly scheduled work day as personal holiday leave. These personal holiday hours may be taken at the employee's discretion subject to his or her supervisor's and Fire Chief or designee's approval. The employee shall request use of the personal holiday hours in writing. These personal holiday hours may be cashed out January 2022 for those personal holiday hours not used by December 31, 2021. These Personal holiday hours cannot be carried over to 2022. Employees hired between October 1 and December 31, 2021 will not be credited with a personal holiday until 2022.

Effective in calendar year 2022 and thereafter, employees shall be entitled to one paid personal holiday each calendar year. Suppression employees will receive one 12-hour personal holiday

and employees assigned to an administrative assignment working a 9/80 or 4/10 work schedule will receive a personal holiday of the number of hours of their regularly scheduled work day. These personal holidays may be taken at the employee's discretion subject to his or her supervisor's and Fire Chief or designee's approval. The employee shall request the holiday in writing. This personal holiday may be cashed out each January for those personal holiday hours not used by the end of the calendar year. Personal holidays cannot be carried over to the next year. Employees hired between October 1 and December 31 will not be credited with a personal holiday until the following calendar year.

14. VACATION

A. Authorization For Taking Vacation

Upon completion of probation and approval of the Fire Chief or designee, employees may take accumulated vacation leave. However, if a bargaining unit member is promoted to another position within the unit, he/she may take vacation without having to wait until the end of the probationary period in the promoted into position.

An employee entitled to vacation shall make written request to use vacation in the manner and within the time directed by the Fire Chief or designee. The Fire Chief or designee shall establish a vacation schedule for each calendar year based as much as possible upon employee requests and seniority of the employees concerned. Vacation schedules are subject to the Fire Chief's right to plan work under his control. Once vacation is approved, it cannot be rescinded because an employee with more seniority (i.e., time in City employment) requests vacation during the same time period. The Fire Chief or designee shall notify an employee requesting vacation whether his/her application is approved within a reasonable time.

B. Vacation Accumulation

Vacation credit shall accrue biweekly to employees at the following rates:

<u>FIRST 4 YEARS OF SERVICE</u>	<u>AFTER 4 YEARS THROUGH 14 YEARS OF SERVICE</u>	<u>AFTER 14 YEARS OF SERVICE</u>
5.52 Hours Biweekly	8.28 Hours Biweekly	11.03 Hours Biweekly
6 shifts/yr 144 hrs/yr	9 shifts/yr 216 hrs/yr	12 shifts/yr 288 hrs/yr

The above number of hours for vacation accumulation are divided by 1.4 for employees assigned to an administrative assignment or on light duty.

Employees with more than four but not more than fourteen years of service who are assigned to a 56 hour work schedule may not accumulate more than 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation. Employees with 432 hours (308.57 hours for employees assigned to a 40 hour work schedule) of vacation on the books will not continue to accrue vacation until their balance falls below 432 hours (308.57 hours for employees assigned to a 40 hour work schedule).

Employees with more than fourteen years of service who are assigned to a 56 hour work schedule may not accumulate more than 576 hours (411.43 hours for employees assigned to a 40 hour work schedule) of vacation. Employees with 576 hours (411.43 hours for employees assigned to a 40 hour work schedule) of vacation on the books will not continue to accrue vacation until their balance falls below 576 hours (411.43 hours for employees assigned to a 40 hour work schedule).

Notwithstanding the above, employees with fourteen years of service or less who are in paid status on an approved industrial leave, and have reached the accrual cap of 432 hours, will be cashed out on a biweekly basis for all additional vacation earned. In such instances, the 432 hour cap will remain but an employee will be cashed out for accrued hours in excess of 432.

C. Conversion

In the event an employee is transferred between a suppression assignment (56 hour work week) and a non-suppression assignment (40 hour work week), accumulated vacation hours as well as prospective accumulation shall be converted, using a factor of 1.4 to maintain equivalent monetary value of said leave time. As such, the employee's vacation hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

D. Vacation Use And Payoff

Employees shall make every effort to take at least six shifts of accrued vacation each year and shall be allowed to take earned vacation leave singularly or collectively subject to manpower availability consistent with the provisions noted above.

Until December 31, 2020, upon an employee's request he/she may receive cash payment for up to six shifts vacation accumulated but not taken (60 hours for employees assigned to an administrative assignment and 144 hours if assigned to a suppression assignment) during the calendar year. The payment will be made in January. Annual vacation payouts will reduce the number hours in members' vacation accrual accounts prior to the end of the current calendar year; regardless of the actual date the funds are dispersed.

Effective for calendar year 2021 and every year thereafter: By December 15 (the first year being 2020) of each year, employees may make an irrevocable election to cash out (up to one hundred and forty four (144) hours for employees assigned to a suppression assignment and sixty (60)

hours for employees assigned to an administrative assignment) vacation which they can accrue per year which will be earned in the following calendar year. In the following year, the employee can receive the cash for the vacation they irrevocably elected to cash out.

The employee will be paid for the vacation they irrevocably elected to cash out in January (starting in 2022). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of vacation the employee has on the books at the time of the cash out.

In addition to the above, starting in calendar year 2021, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation. The amount of vacation, which may be paid off, is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited to one hundred and forty four (144) hours for employees assigned to a suppression assignment and sixty (60) hours for employees assigned to an administrative assignment. These one hundred and forty hour (144) hours (or sixty (60) hours for employees assigned to an administrative assignment) would be the same one hundred and forty four (144) hours (or sixty (60) hours) the employee elected to cash out, not an additional one hundred and forty four (144) hours (or sixty (60) hours).

15. SICK LEAVE

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

A. Accrual

Employees assigned to an average of a 56-hour week (suppression personnel) shall accrue sick leave at the rate of 5.52 hours for each complete biweekly period of employment. Employees assigned to an administrative assignment shall accrue sick leave at the rate of 3.94 hours for each complete biweekly period of employment. Payroll division records are the final authority for settling disputes regarding accrued sick leave and vacation.

B. New Employees

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

C. Use of Sick Leave

Accumulated sick leave may be used by an employee during any period of illness of the employee. In addition, an employee may use one-half of one year's annual accrued sick leave

for the sickness of a child, parent, spouse, domestic partner, sibling, parent-in-law, grandchild or grandparent. This is also authorized by Labor Code section 233 and 245.5(c).

D. Conversion

In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated sick hours as well as prospective accumulation shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such, the employee's sick leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

16. ADMINISTRATIVE LEAVE

Fire Battalion Chiefs shall be granted Administrative Leave. Administrative Leave will be granted at the discretion of the Appointing Authority, and in recognition of overtime worked, merit, needs of the employee and noting the needs of the Department and the necessity of having management personnel available for the effective functioning of the Department.

At the beginning of July 2019, Fire Battalion Chiefs working a 24-hour shift received a bank of 192 hours of administrative leave. Fire Battalion Chiefs working an administrative assignment received a bank of 137.14 hours of administrative leave. The parties agree that starting in 2021 they will convert the provision of administrative leave from fiscal year to calendar year. To accomplish this, the parties agree to the following:

1. Following the first pay period in June 2020, employees may request cash payment for up to 96 hours of Administrative Leave earned but not taken as time off. Payment for these hours will be made in July 2020, during the week following the first pay period ending in July (or before).
2. During the week following the first pay period in July 2020, Fire Battalion Chiefs working a 24 hour shift who have 96 hours or less of administrative leave in their bank, will have an additional 96 hours of administrative leave added to their bank of administrative leave. If such employees have more than 96 hours in their bank, the number of hours added to their bank will be the number which will increase their bank to 192 hours. Fire Battalion Chiefs working an administrative assignment who have 41.14 hours or less of administrative leave in their bank, will have an additional 96 hours of administrative leave added to their bank of administrative leave. If such employees have more than 41.14 hours in their bank, the number of hours added to their bank will be the number which will increase their bank to 137.14 hours.

3. By December 15, 2020, all Fire Battalion Chiefs may request cash payment for up to 48 hours of Administrative Leave earned but not taken as time off. Payment for these hours will be made in January 2021 by the end of the first full pay period in January.
4. Effective in calendar year 2021, following the first full pay period in January (i.e., after they have cashed out administrative leave they are permitted to cash out) Fire Battalion Chiefs working a 24 hour shift shall receive additional administrative leave added to their bank which, when added to their bank, shall result in 192 hours of administrative leave being in their bank. For Fire Battalion Chiefs working an administrative assignment they shall receive additional administrative leave added to their bank which, when added to their bank, shall result in 137.14 hours of administrative leave being in their bank.

Effective for calendar year 2022 and every year thereafter: By December 15 (the first year being 2021) of each year, employees may make an irrevocable election to cash out up to ninety-six (96) hours of administrative leave which they receive per year which will be earned in the following calendar year at the employee's base rate of pay. For that year (the first year being 2022), the employee can receive the cash for the administrative leave they irrevocably elected to cash out (the first year being January 2023).

The employee will be paid for the administrative leave (up to a maximum of ninety-six (96) hours) they irrevocably elected to cash out in January (starting in 2022). However, if the employee's administrative leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of administrative leave the employee has on the books at the time of the cash out.

In addition to the above, starting in calendar year 2021, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued administrative leave. The amount of administrative leave, which may be paid off, is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited to ninety six (96) hours. These ninety-six (96) hours would be the same ninety six (96) hours the employee elected to cash out, not an additional ninety six (96) hours.

Administrative Leave in excess of 192 hours (or 137.14 hours for personnel assigned to an administrative assignment) may be granted with the recommendation of the Fire Chief or designee and the approval of the City Manager.

In the event an employee is transferred between a suppression assignment (56 hour work week) to a non-suppression assignment (40 hour work week), accumulated Administrative Leave hours

shall be converted, using a factor of 1.4, to maintain equivalent monetary value of said leave time. As such, an employee's administrative leave hours will be divided by 1.4 if he or she is transferred to a non-suppression assignment from a suppression assignment and will be multiplied by 1.4 if he or she is transferred to a suppression assignment from a non-suppression assignment.

17. BEREAVEMENT LEAVE

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

Forty eight (48) hours of bereavement leave for employees assigned to a 56 hour work week, and thirty two (32) hours for employees assigned to a 40 hour work week may be used in the event of the death of a family member, herein defined as a spouse, parent, brother, sister, child, grandparent, grandchild, in-law or registered domestic partner of the employee. Employees may not use bereavement leave more than twice per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the Fire Chief and Director of Human Resources or designee. In the event the emergency required the presence of the employee, he/she could not prospectively make a request; subsequent approval must still be obtained in writing.

18. WITNESS LEAVE/JURY DUTY

A. Witness Leave

Employees required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a matter other than one to which the employee is a party, or who are required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) and (c) 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.

B. Leave For Jury Duty

The current practice of not requiring employees to return to work during their term of jury duty shall be maintained, and said persons shall not be subject to callbacks except in the case of a declared emergency.

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

Employees who receive a jury summons shall be on paid leave for the day of the summons. In the event the employee's county of residence requires the individual to call the courthouse to

verify a reporting time each evening, he or she shall receive paid leave for each day preceding the possible day he or she is required to report. The exception to this rule shall be that when an individual calls on Friday and is informed he or she is not being required to report on Monday, he or she will not receive paid leave on that Sunday and will be required to report to work if scheduled.

In the event an employee is required to report on the first day of a scheduled segment and subsequently released, it is the responsibility of the employee to notify the hiring Captain, or dispatch if unable to reach the hiring Captain, that he or she has been released from jury duty and will report to work on his or her next scheduled regular shift. The employee that is scheduled to work in place of the employee that was required to serve jury duty will be notified as early as reasonably possible that he or she is no longer required to report to work on that day.

19. LEAVE PAYOFFS UPON SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

1. Firefighters, Fire Engineers and Fire Captains

All accumulated sick leave at the date of separation from City service shall be the basis for determining the amount to be paid to each employee who qualifies to receive sick leave pay-off.

a. Employees separating with 10 or more years of City Service:

Employees who have ten (10) or more continuous years of service shall be eligible for sick leave pay-off upon separation from employment with the City at the rate of three percent (3%) of accumulated, sick leave per full year of service. Sick leave shall be calculated at the rate of pay, including all pays received by the employee at the time of his or her separation.

b. Employees separating with 20 or more years of City service:

Employees who have 20 or more years of continuous years of service shall be eligible for sick leave pay-off upon separation from employment with the City at the rate of four percent (4%) of accumulated sick leave per full year of service. Sick leave shall be calculated at the rate of pay, including all pays received by the employee at the time of his or her separation.

Each employee eligible to receive sick leave pay shall receive said pay at the time of termination. At no time can the percentage of sick leave payoff exceed 100%.

Employees who cash out sick leave in accordance with this article (i.e., only at the time of separation from City service) may defer any sick leave for which they can

cash out into a tax deferred account such as a IRS Code section 457 or 401(k) account up to the maximum employee deferral (i.e., the maximum amount an employee may defer) permitted by law. Employees who have either a 457 or 401(k) account or who wish to open the type of account which they do not currently have (e.g., if an employee has a 457 and wishes to open a 401(k) and vice versa) to take advantage of the tax deferred savings provided for in this provision may do so. The deferral must be in accordance with the City's Finance Department's policies and procedures.

2. **Fire Battalion Chiefs**

Sick leave pay off for Fire Battalion Chiefs shall be calculated in the same manner and subject to the same limitations as for Firefighters, Fire Engineers and Fire Captains except as follows:

- a. Employees who have seven (7) or more continuous years of service at the time of their separation shall be eligible for sick leave pay off upon separation of employment with the City.
- b. The rate of sick leave pay off shall be calculated as follows: For the first 7 full years of service 21% of accumulated sick leave. For each year thereafter five percent (5%) of accumulated sick leave per full year of service on or after July 1, 1990 to a maximum of 79%. The maximum rate of sick leave payoff is 100% of accumulated sick leave.

B. **Vacation Pay-Off**

An employee who separates from City service shall receive an amount equal to accumulated vacation at the time of separation. The rate of pay-off shall be calculated at the rate of pay, including all education and assignment pay, received by the employee at the time of his or her separation.

20. FIRE BATTALION CHIEF PROFESSIONAL DEVELOPMENT PROGRAM

A City-paid professional development leave of absence (sabbatical leave) program (available to Fire Battalion Chiefs) provides the following privileges and restrictions.

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

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

1. Content of 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.

2. 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.
3. Coordination with departmental priorities and workload.
4. Employee's performance record.
 - a. Sabbatical leaves may allow up to Five Hundred Dollars (\$500.00) for expenses.

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

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

21. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the Fire Chief or designee and shall be used only if all appropriate accrued leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits, except as required by law. Employees will receive a COBRA notice to pay for health insurance if they wish while on such leave.

22. UNIFORM ALLOWANCE

Employees shall receive an annual uniform allowance of \$30.77 each pay period effective immediately on hire date. In calendar years in which there are 27 pay periods, employees shall not receive the uniform allowance payment for the 27th pay period.

The parties agree that to the extent permitted by law, this 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 a unit member employed on or before December 31, 2012. As of the drafting of this MOU, "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. If the City is permitted to do so in the future pursuant to a change in the law, it will do so.

23. CONSTANT STAFFING

There shall be at least 25 (effective upon Council approval of this 2019-2025 MOU, this number increases to 27) employees on duty per shift of which nine (9) shall be certified paramedics. Vehicles which require one or more paramedics will be staffed with Firefighters assigned as paramedics unless that employee is off duty on a leave of absence. In the event of the absence of a Firefighter assigned as a paramedic, the City will first attempt to hire back another Firefighter who is assigned as a paramedic. If one is not available (prior to force hire), and there is an on-duty Fire Engineer or Fire Captain currently receiving paramedic pay as a certified paramedic, he/she will be the paramedic on the vehicle (if it is their normally assigned apparatus) and be included as one of the nine (9) paramedics. The City will also backfill the spot occupied by a Firefighter assigned as a paramedic per its regular backfill process (per rank). This spot can then be filled by a non-paramedic Firefighter.

The Association and the City agree that the Constant Staffing program of a 25 persons per shift (effective upon Council approval of this 2019-2025 MOU, this number increases to 27) minimum staffing level shall be maintained except that the City, in anticipation of vacancies, may hire 3 additional employees to fill anticipated vacancies for a period not to exceed four months prior to such vacancy actually occurring unless such time limit is specifically waived by the Association.

Personnel called back will be selected from a rotation assignment list for each classification maintained by the Chief; names on said rotation lists may be substituted. Every member whose name stands at the top of any rotation or force hire list shall be responsible for reporting for duty on call or securing a substitute in the same manner as for regular platoon duty.

24. PARAMEDIC TRAINING

Paramedic personnel shall meet all qualifications for certification as set forth by the State of California and/or Los Angeles County Health Services. These include, but are not limited to, continuing education and successful passing of re-certification exams.

Paramedic personnel shall make every effort to obtain required continuing education training during on-duty hours. Attendance at continuing education sessions not obtainable during on-duty hours, as well as medical consultations, depositions, or briefings, which may occur during off-duty hours and result from a duty assignment, shall be compensated at time and one half at the appropriate rate of pay.

Travel expense or per diem to attend paramedic school will not be reimbursed unless and to the extent such expenses are reimbursed to the City. Applications for reimbursement shall be submitted and processed in accordance with the City's Administrative Regulation. Transportation

expenses incurred for other off-duty paramedic-related continuing education will be paid in accordance with the current mileage rate as stated in the Administrative Regulations (ARs).

25. ASSOCIATION TIME

Association Board members or designees, subject to the approval of the Fire Chief or his/her designee, shall be allowed 692 hours per calendar year for the purpose of conducting Association business, which would include conferences, training, events etc. This will be known as Association Leave (A/L). Association Leave must be submitted to the Hiring Captain by the President of the Association or his or her designee. Such time must be reasonably related to each Board member or designee's participation in the Association. The Association board members, or designees, are required to track their time used for association business and submit it to the Fire Chief upon request. The Board of Directors must also track their use of the six hundred and ninety two (692) hours in the City's timekeeping system by using appropriate payroll codes so that the City's payroll staff can keep accurate, ongoing records of the amount of leave used for the year at any time.

The allowable hours shall be in addition to time used to address or attend to any Association/Department related business, including, but not limited to, contract negotiations, policy changes, constant staffing issues, representing employees in disciplinary matters, member representation, general meetings, and Department related issues or events, all of which time shall be provided without any loss of compensation.

26. CITY VEHICLE USE

The City shall make available two vehicles for use by employees when transportation to a training site requiring an overnight stay is needed. Individuals will pick up the vehicles at Headquarters Fire Station. Drivers of the vehicle will have to sign a statement acknowledging that the use of the City vehicle will be for commuting purposes and reasonable travel associated with the training and that the use of alcoholic beverages is prohibited while using the vehicle. Employees driving into the City to pick up the vehicle will not be paid mileage.

27. TRANSFER RIGHTS

Employees shall be permitted to request, in writing, a lateral transfer to fill a position(s) within the Fire Department. In evaluating this transfer request, Fire Management shall consider the experience and overall tenure of the applicable employee(s) along with all other relevant considerations. Employees who do not receive the requested transfer shall receive a written response from the Fire Chief or his or her designee within 30 days. The Association agrees that Fire Management has complete discretion in making staffing decisions and that this section confers no additional rights to the Association and that such decisions are not subject to the grievance procedure.

28. MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees; the right to layoff, hire, promote, demote, transfer, assign, schedule; suspend or discharge employees for just and proper cause; to maintain and improve the efficiency of governmental operations; to relieve employees from duties because of lack of work or funds; to take action as may be necessary to carry out the City's mission and services in emergencies; to determine the methods, means and appropriate job classifications, organizational structure and personnel by which the operations are to be carried out; and to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards.

29. EMPLOYEE RIGHTS

Except as limited by the specific and express terms of this MOU, the employees represented by the Association hereby retain and reserve onto themselves all rights, powers, authority, duty and responsibilities confirmed on and vested in them by the laws and the constitution of the State of California and/or the United States of America. Nothing in this MOU is intended to circumscribe or modify the existing rights of the employees represented by the Association, except as limited by the specific and express terms of this MOU, that exist by virtue of the laws and the constitution of the State of California and/or the United States of America.

The City shall maintain the payroll for employees on a bi-weekly basis and said payroll records are available for review by any employee.

30. ADMINISTRATIVE APPEAL PROCESS

A. Firefighters Procedural Bill of Rights Act

The administrative appeal process provided for in this Article is established pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act. This administrative appeal process shall apply to all fire personnel in the unit.

1. Definitions

- a. The term "fire personnel" means an employee who is considered a firefighter under Government Code § 3251(a) as well as any fire personnel who are peace officers pursuant to Penal Code § 830.37.

- b. The term “punitive action” means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.” A layoff is not punitive action subject to a disciplinary appeal.
2. Notice of Appeal

In accordance with California Government Code Section 11506(a), within fifteen (15) calendar days following receipt of notification of punitive action, the employee shall notify the Human Resources Director in writing of the employee’s intent to appeal the punitive action.

B. Appeal Procedures Informal Process – For Written Reprimands

The Informal Hearing Procedure, as opposed to the formal procedures, will be used for written reprimands.

1. Appeal to the City Manager or His/Her Designee
 - a. A unit member who receives a written reprimand shall be entitled to appeal the action to the City Manager or his/her designee. The appeal is an opportunity for the member to present written material and arguments why a written reprimand should not be issued or offer alternatives to the action.
 - b. Notice of Appeal: Within seven (7) calendar days of receipt by the unit member of a written reprimand, he/she shall notify the City Manager in writing that he/she intends to appeal the written reprimand.
 - c. Hearing Officer: The City Manager or his/her designee shall act as the hearing officer. If the City Manager or his/her designee cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, another designee of the City Manager without such bias shall serve as the hearing officer. The hearing shall take place within thirty (30) calendar days of the date the written reprimand was issued or such other time as may be agreeable by the parties.
2. Burden of Proof: The City shall bear the burden of proof at the hearing.

- a. The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the written reprimand. The City shall also bear the burden of proving that the level of penalty was reasonable under the circumstances.

3. Conduct of Hearing

- a. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude evidence, which is incompetent, not relevant or cumulative, or the presentation of which will otherwise consume undue time. The rules of privilege shall be observed.
- b. The parties may present arguments through documents and statements.
- c. The parties will not be entitled to confront and cross-examine witnesses.
- d. Following the presentation of written material and statements, the involved parties may submit closing arguments orally or in writing for consideration by the hearing officer.
- e. Representation: The member may be represented by a representative of his or her choice.

4. Decision

After the hearing, a decision will be submitted in writing. The decision shall be provided to the member to ensure receipt as well as his/her attorney or representative, and shall advise the member of the time within which judicial review of the decision may be sought per Code of Civil Procedure § 1094.5.

C. Appeal Procedures – For Suspension, Demotion and Termination

Employees who are suspended, demoted, reduced in pay or terminated shall be entitled to an appeal hearing before an administrative law judge which shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

1. Notice of Discipline as Accusation: The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, *et seq.*
 - a. Pursuant to Government Code section 3254(f), the discipline shall not be effective sooner than 48 hours following issuance of the final notice of

- discipline and the notice shall be given in writing within 30 days of the decision to impose discipline.
- b. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, *et seq.* A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the employee concurrently with the notice of discipline.
 2. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the administrative law judge, the hearing shall be conducted at City Hall at a time to be determined by the administrative law judge.
 3. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
 4. The employee shall be entitled to all discovery rights set forth in California Government Code Section 11507.6.
 5. The burden of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.
 6. The proposed decision of the administrative law judge shall be in writing. Copies of the proposed decision shall be delivered to the parties personally or sent to them by registered mail and accompanied by a proof of service.
 7. Following receipt of the proposed decision, the City Council, or any designee (e.g., the City Manager) to the extent authorized by law, may take any of the actions set forth in Government Code Section 11517(c)(2) A through E.

31. NON-DISCRIMINATION

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

32. SAVINGS CLAUSE

If any benefit or provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining benefits or provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the City and the Association shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

33. GRIEVANCE PROCEDURE

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

A. Definition of a Grievance:

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

B. Timeliness of a Grievance:

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

C. Grievance Procedure:

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

1. **Step 1 – If the Association is the grievant** – Communication with the Human Resources Department: Whenever the Association believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice(s) of the City and/or Department the Association shall inform the Human Resources Director in writing of the alleged violation, misinterpretation or misapplication. The Human Resources Director shall either promptly schedule a meeting with the designated Association representative to discuss the grievance or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the Human Resources Director shall present his/her determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the designated Association representative.

2. **Step 1 – If an employee is the grievant** - Communication with department head or Designee: The employee must present, in writing, to the employee's department head (or the department head's designee if one is established) a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this

MOU, rules and regulations, policies and/or any past practice(s) of the City and/or Department. The department head or designee shall either promptly schedule a meeting with the grievant (the employee (who may be represented if he/she wishes)) to discuss the grievance or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the department head or designee shall present his/her determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the employee or designated Association representative.

3. **Step 2 –Advisory Arbitration:** If the employee or the Association is not satisfied with the results of Step 1 the employee or the Association may move the grievance to advisory arbitration. To do so, the employee or the Association must present, in writing, to the Human Resources Director a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice(s) of the City and/or Department and requesting that the grievance be submitted to advisory arbitration. This document must be presented within ten (10) calendar days of the date the Step 1 response was e-mailed to the employee or the Association representative or within ten (10) calendar days of the date the Step 1 response was emailed to the employee or Association representative.

If the Human Resources Director or department head does not respond within the time limits for a response, the matter shall automatically be submitted to advisory arbitration.

4. Once moved to advisory arbitration, the Human Resources Director shall promptly send a letter to the grievant (either the employee or the Association) advising the grievant as to who the City's representative will be. The grievant shall then contact the City's representative for the purpose of determining whether the parties can agree on an arbitrator to hear the grievance. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Director or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.
5. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator, a court reporter (if the parties agree on the use of a court reporter) shall be split between the City and the grievant. If the employee is pursuing a grievance without the support of the Association, the employee shall be responsible for one-half of the costs of the arbitration.

6. Once the arbitrator issues his/her advisory recommendation, it will be submitted to the City Manager.
7. The arbitrator shall provide copies of his/her recommendation to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, the Association (or the employee if proceeding on his/her own) and the applicable department head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty (30) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Department. The Human Resources Department shall provide copies of the decision to the grievant and the applicable department head. If the City Manager fails to accept, reject or modify the arbitrator's opinion and award within thirty-five (35) calendar days of receipt by the City Manager, it shall be considered accepted.
8. The City Manager may accept, reject or modify the advisory arbitrator's opinion or any part thereof. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statements (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

This Memorandum is signed on this _____ day of _____, 2020.

FOR THE BEVERLY HILLS FIREFIGHTERS' ASSOCIATION



Ettore Berardinelli

September 24, 2020 | 11:31 PDT

Date



Victor Gutierrez

September 24, 2020 | 12:18 PDT

Date



Dustin Andrews

September 24, 2020 | 16:03 PDT

Date



Geoffrey Ertel

September 24, 2020 | 21:29 PDT

Date



Richard Sandeman

September 25, 2020 | 09:30 PDT

Date

FOR THE CITY OF BEVERLY HILLS



Shelley Ovrom

September 25, 2020 | 10:20 PDT

Date



Kirsten Rowe

September 25, 2020 | 10:09 PDT

Date



Peter Brown

September 25, 2020 | 09:41 PDT

Date

This Memorandum is signed on this 25th day of September, 2020.

FOR THE BEVERLY HILLS FIREFIGHTERS' ASSOCIATION



Ettore Berardinelli

September 24, 2020 | 11:31 PDT

Date



Victor Gutierrez

September 24, 2020 | 12:18 PDT

Date



Dustin Andrews

September 24, 2020 | 16:03 PDT

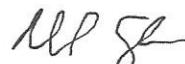
Date



Geoff Ertel

September 24, 2020 | 21:29 PDT

Date

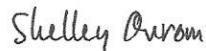


Richard Sandeman

September 25, 2020 | 09:30 PDT

Date

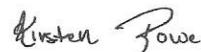
FOR THE CITY OF BEVERLY HILLS



Shelley Ovrom

September 25, 2020 | 10:20 PDT

Date



Kirsten Rowe

September 25, 2020 | 10:09 PDT

Date



Peter Brown

September 25, 2020 | 09:41 PDT

Date

EXHIBIT A
Salary Schedules

Effective 06/06/2020

FIREFIGHTER 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
F-35	1	\$ 34.09	\$ 3,817.75	\$ 8,271.80	\$ 99,261.63
F-35	2	\$ 35.99	\$ 4,030.63	\$ 8,733.04	\$ 104,796.46
F-35	3	\$ 37.99	\$ 4,255.38	\$ 9,219.99	\$ 110,639.93
F-35	4	\$ 40.11	\$ 4,492.66	\$ 9,734.10	\$ 116,809.21
F-35	5	\$ 42.35	\$ 4,743.17	\$ 10,276.88	\$ 123,322.50

FIREFIGHTER 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
G-35	1	\$ 47.72	\$ 3,817.75	\$ 8,271.80	\$ 99,261.63
G-35	2	\$ 50.38	\$ 4,030.63	\$ 8,733.04	\$ 104,796.46
G-35	3	\$ 53.19	\$ 4,255.38	\$ 9,219.99	\$ 110,639.93
G-35	4	\$ 56.16	\$ 4,492.66	\$ 9,734.10	\$ 116,809.21
G-35	5	\$ 59.29	\$ 4,743.17	\$ 10,276.88	\$ 123,322.50

FIRE ENGINEER SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
S-47	1	\$ 44.72	\$ 5,008.58	\$ 10,851.93	\$ 130,223.19
S-47	2	\$ 47.21	\$ 5,287.86	\$ 11,457.04	\$ 137,484.43
S-47	3	\$ 49.85	\$ 5,582.71	\$ 12,095.88	\$ 145,150.56

FIRE CAPTAIN 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
A-53	1	\$ 52.63	\$ 5,895.10	\$ 12,772.73	\$ 153,272.71
A-53	2	\$ 55.57	\$ 6,223.82	\$ 13,484.93	\$ 161,819.20
A-53	3	\$ 58.67	\$ 6,570.85	\$ 14,236.85	\$ 170,842.23

FIRE CAPTAIN 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
B-53	1	\$ 73.69	\$ 5,895.10	\$ 12,772.73	\$ 153,272.71
B-53	2	\$ 77.80	\$ 6,223.82	\$ 13,484.93	\$ 161,819.20
B-53	3	\$ 82.14	\$ 6,570.85	\$ 14,236.85	\$ 170,842.23

FIRE BATTALION CHIEF 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
K-55	1	\$ 55.58	\$ 6,224.97	\$ 13,487.44	\$ 161,849.32
K-55	2	\$ 58.68	\$ 6,572.08	\$ 14,239.50	\$ 170,874.01
K-55	3	\$ 61.95	\$ 6,938.54	\$ 15,033.50	\$ 180,401.95
K-55	4	\$ 65.41	\$ 7,325.43	\$ 15,871.76	\$ 190,461.16
K-55	5	\$ 69.05	\$ 7,733.90	\$ 16,756.77	\$ 201,081.28

FIRE BATTALION CHIEF 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
I-55	1	\$ 77.81	\$ 6,224.97	\$ 13,487.44	\$ 161,849.32
I-55	2	\$ 82.15	\$ 6,572.08	\$ 14,239.50	\$ 170,874.01
I-55	3	\$ 86.73	\$ 6,938.54	\$ 15,033.50	\$ 180,401.95
I-55	4	\$ 91.57	\$ 7,325.43	\$ 15,871.76	\$ 190,461.16
I-55	5	\$ 96.67	\$ 7,733.90	\$ 16,756.77	\$ 201,081.28

Effective 09/26/2020

FIREFIGHTER 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
F-35	1	\$ 34.77	\$ 3,894.11	\$ 8,437.24	\$ 101,246.86
F-35	2	\$ 36.71	\$ 4,111.25	\$ 8,907.70	\$ 106,892.39
F-35	3	\$ 38.75	\$ 4,340.49	\$ 9,404.39	\$ 112,852.73
F-35	4	\$ 40.92	\$ 4,582.52	\$ 9,928.78	\$ 119,145.39
F-35	5	\$ 43.20	\$ 4,838.04	\$ 10,482.41	\$ 125,788.95

FIREFIGHTER 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
G-35	1	\$ 48.68	\$ 3,894.11	\$ 8,437.24	\$ 101,246.86
G-35	2	\$ 51.39	\$ 4,111.25	\$ 8,907.70	\$ 106,892.39
G-35	3	\$ 54.26	\$ 4,340.49	\$ 9,404.39	\$ 112,852.73
G-35	4	\$ 57.28	\$ 4,582.52	\$ 9,928.78	\$ 119,145.39
G-35	5	\$ 60.48	\$ 4,838.04	\$ 10,482.41	\$ 125,788.95

FIRE ENGINEER SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
S-47	1	\$ 45.61	\$ 5,108.76	\$ 11,068.97	\$ 132,827.65
S-47	2	\$ 48.16	\$ 5,393.62	\$ 11,686.18	\$ 140,234.12
S-47	3	\$ 50.84	\$ 5,694.37	\$ 12,337.80	\$ 148,053.57

FIRE CAPTAIN 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
A-53	1	\$ 53.69	\$ 6,013.01	\$ 13,028.18	\$ 156,338.16
A-53	2	\$ 56.68	\$ 6,348.29	\$ 13,754.63	\$ 165,055.58
A-53	3	\$ 59.84	\$ 6,702.27	\$ 14,521.59	\$ 174,259.07

FIRE CAPTAIN 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
B-53	1	\$ 75.16	\$ 6,013.01	\$ 13,028.18	\$ 156,338.16
B-53	2	\$ 79.35	\$ 6,348.29	\$ 13,754.63	\$ 165,055.58
B-53	3	\$ 83.78	\$ 6,702.27	\$ 14,521.59	\$ 174,259.07

FIRE BATTALION CHIEF 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
K-55	1	\$ 56.69	\$ 6,349.47	\$ 13,757.19	\$ 165,086.31
K-55	2	\$ 59.85	\$ 6,703.52	\$ 14,524.29	\$ 174,291.49
K-55	3	\$ 63.19	\$ 7,077.31	\$ 15,334.17	\$ 184,009.99
K-55	4	\$ 66.71	\$ 7,471.94	\$ 16,189.20	\$ 194,270.38
K-55	5	\$ 70.43	\$ 7,888.57	\$ 17,091.91	\$ 205,102.91

FIRE BATTALION CHIEF 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
I-55	1	\$ 79.37	\$ 6,349.47	\$ 13,757.19	\$ 165,086.31
I-55	2	\$ 83.79	\$ 6,703.52	\$ 14,524.29	\$ 174,291.49
I-55	3	\$ 88.47	\$ 7,077.31	\$ 15,334.17	\$ 184,009.99
I-55	4	\$ 93.40	\$ 7,471.94	\$ 16,189.20	\$ 194,270.38
I-55	5	\$ 98.61	\$ 7,888.57	\$ 17,091.91	\$ 205,102.91

Effective 09/25/2021

FIREFIGHTER 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
F-35	1	\$ 35.46	\$ 3,971.99	\$ 8,605.98	\$ 103,271.80
F-35	2	\$ 37.44	\$ 4,193.47	\$ 9,085.85	\$ 109,030.24
F-35	3	\$ 39.53	\$ 4,427.30	\$ 9,592.48	\$ 115,109.78
F-35	4	\$ 41.73	\$ 4,674.17	\$ 10,127.36	\$ 121,528.30
F-35	5	\$ 44.06	\$ 4,934.80	\$ 10,692.06	\$ 128,304.73

FIREFIGHTER 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
G-35	1	\$ 49.65	\$ 3,971.99	\$ 8,605.98	\$ 103,271.80
G-35	2	\$ 52.42	\$ 4,193.47	\$ 9,085.85	\$ 109,030.24
G-35	3	\$ 55.34	\$ 4,427.30	\$ 9,592.48	\$ 115,109.78
G-35	4	\$ 58.43	\$ 4,674.17	\$ 10,127.36	\$ 121,528.30
G-35	5	\$ 61.69	\$ 4,934.80	\$ 10,692.06	\$ 128,304.73

FIRE ENGINEER SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
S-47	1	\$ 46.53	\$ 5,210.93	\$ 11,290.35	\$ 135,484.20
S-47	2	\$ 49.12	\$ 5,501.49	\$ 11,919.90	\$ 143,038.80
S-47	3	\$ 51.86	\$ 5,808.26	\$ 12,584.55	\$ 151,014.64

FIRE CAPTAIN 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
A-53	1	\$ 54.76	\$ 6,133.27	\$ 13,288.74	\$ 159,464.92
A-53	2	\$ 57.81	\$ 6,475.26	\$ 14,029.72	\$ 168,356.69
A-53	3	\$ 61.04	\$ 6,836.32	\$ 14,812.02	\$ 177,744.25

FIRE CAPTAIN 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
B-53	1	\$ 76.67	\$ 6,133.27	\$ 13,288.74	\$ 159,464.92
B-53	2	\$ 80.94	\$ 6,475.26	\$ 14,029.72	\$ 168,356.69
B-53	3	\$ 85.45	\$ 6,836.32	\$ 14,812.02	\$ 177,744.25

FIRE BATTALION CHIEF 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
K-55	1	\$ 57.83	\$ 6,476.46	\$ 14,032.34	\$ 168,388.04
K-55	2	\$ 61.05	\$ 6,837.59	\$ 14,814.78	\$ 177,777.32
K-55	3	\$ 64.45	\$ 7,218.85	\$ 15,640.85	\$ 187,690.19
K-55	4	\$ 68.05	\$ 7,621.38	\$ 16,512.98	\$ 198,155.79
K-55	5	\$ 71.84	\$ 8,046.34	\$ 17,433.75	\$ 209,204.97

FIRE BATTALION CHIEF 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
I-55	1	\$ 80.96	\$ 6,476.46	\$ 14,032.34	\$ 168,388.04
I-55	2	\$ 85.47	\$ 6,837.59	\$ 14,814.78	\$ 177,777.32
I-55	3	\$ 90.24	\$ 7,218.85	\$ 15,640.85	\$ 187,690.19
I-55	4	\$ 95.27	\$ 7,621.38	\$ 16,512.98	\$ 198,155.79
I-55	5	\$ 100.58	\$ 8,046.34	\$ 17,433.75	\$ 209,204.97

Effective 09/24/2022

FIREFIGHTER 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
F-35	1	\$ 36.17	\$ 4,051.43	\$ 8,778.10	\$ 105,337.24
F-35	2	\$ 38.19	\$ 4,277.34	\$ 9,267.57	\$ 111,210.84
F-35	3	\$ 40.32	\$ 4,515.85	\$ 9,784.33	\$ 117,411.98
F-35	4	\$ 42.57	\$ 4,767.65	\$ 10,329.91	\$ 123,958.87
F-35	5	\$ 44.94	\$ 5,033.49	\$ 10,905.90	\$ 130,870.82

FIREFIGHTER 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
G-35	1	\$ 50.64	\$ 4,051.43	\$ 8,778.10	\$ 105,337.24
G-35	2	\$ 53.47	\$ 4,277.34	\$ 9,267.57	\$ 111,210.84
G-35	3	\$ 56.45	\$ 4,515.85	\$ 9,784.33	\$ 117,411.98
G-35	4	\$ 59.60	\$ 4,767.65	\$ 10,329.91	\$ 123,958.87
G-35	5	\$ 62.92	\$ 5,033.49	\$ 10,905.90	\$ 130,870.82

FIRE ENGINEER SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
S-47	1	\$ 47.46	\$ 5,315.15	\$ 11,516.16	\$ 138,193.88
S-47	2	\$ 50.10	\$ 5,611.52	\$ 12,158.30	\$ 145,899.58
S-47	3	\$ 52.90	\$ 5,924.42	\$ 12,836.24	\$ 154,034.93

FIRE CAPTAIN 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
A-53	1	\$ 55.86	\$ 6,255.93	\$ 13,554.52	\$ 162,654.22
A-53	2	\$ 58.97	\$ 6,604.76	\$ 14,310.32	\$ 171,723.82

A-53	3	\$ 62.26	\$ 6,973.04	\$ 15,108.26	\$ 181,299.14
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FIRE CAPTAIN 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
B-53	1	\$ 78.20	\$ 6,255.93	\$ 13,554.52	\$ 162,654.22
B-53	2	\$ 82.56	\$ 6,604.76	\$ 14,310.32	\$ 171,723.82
B-53	3	\$ 87.16	\$ 6,973.04	\$ 15,108.26	\$ 181,299.14

FIRE BATTALION CHIEF 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
K-55	1	\$ 58.98	\$ 6,605.99	\$ 14,312.98	\$ 171,755.80
K-55	2	\$ 62.27	\$ 6,974.34	\$ 15,111.07	\$ 181,332.87
K-55	3	\$ 65.74	\$ 7,363.23	\$ 15,953.67	\$ 191,443.99
K-55	4	\$ 69.41	\$ 7,773.80	\$ 16,843.24	\$ 202,118.91
K-55	5	\$ 73.28	\$ 8,207.27	\$ 17,782.42	\$ 213,389.07

FIRE BATTALION CHIEF 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
I-55	1	\$ 82.57	\$ 6,605.99	\$ 14,312.98	\$ 171,755.80
I-55	2	\$ 87.18	\$ 6,974.34	\$ 15,111.07	\$ 181,332.87
I-55	3	\$ 92.04	\$ 7,363.23	\$ 15,953.67	\$ 191,443.99
I-55	4	\$ 97.17	\$ 7,773.80	\$ 16,843.24	\$ 202,118.91
I-55	5	\$ 102.59	\$ 8,207.27	\$ 17,782.42	\$ 213,389.07

Effective 09/23/2023

FIREFIGHTER 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
F-35	1	\$ 36.90	\$ 4,132.46	\$ 8,953.67	\$ 107,443.98
F-35	2	\$ 38.95	\$ 4,362.89	\$ 9,452.92	\$ 113,435.06
F-35	3	\$ 41.13	\$ 4,606.16	\$ 9,980.02	\$ 119,760.22
F-35	4	\$ 43.42	\$ 4,863.00	\$ 10,536.50	\$ 126,438.05
F-35	5	\$ 45.84	\$ 5,134.16	\$ 11,124.02	\$ 133,488.24

FIREFIGHTER 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
G-35	1	\$ 51.66	\$ 4,132.46	\$ 8,953.67	\$ 107,443.98
G-35	2	\$ 54.54	\$ 4,362.89	\$ 9,452.92	\$ 113,435.06
G-35	3	\$ 57.58	\$ 4,606.16	\$ 9,980.02	\$ 119,760.22
G-35	4	\$ 60.79	\$ 4,863.00	\$ 10,536.50	\$ 126,438.05
G-35	5	\$ 64.18	\$ 5,134.16	\$ 11,124.02	\$ 133,488.24

FIRE ENGINEER SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
S-47	1	\$ 48.41	\$ 5,421.45	\$ 11,746.48	\$ 140,957.76
S-47	2	\$ 51.10	\$ 5,723.75	\$ 12,401.46	\$ 148,817.57
S-47	3	\$ 53.95	\$ 6,042.91	\$ 13,092.97	\$ 157,115.63

FIRE CAPTAIN 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
A-53	1	\$ 56.97	\$ 6,381.05	\$ 13,825.61	\$ 165,907.30

A-53	2	\$ 60.15	\$ 6,736.86	\$ 14,596.53	\$ 175,158.30
A-53	3	\$ 63.50	\$ 7,112.50	\$ 15,410.43	\$ 184,925.12

FIRE CAPTAIN 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
B-53	1	\$ 79.76	\$ 6,381.05	\$ 13,825.61	\$ 165,907.30
B-53	2	\$ 84.21	\$ 6,736.86	\$ 14,596.53	\$ 175,158.30
B-53	3	\$ 88.91	\$ 7,112.50	\$ 15,410.43	\$ 184,925.12

FIRE BATTALION CHIEF 112 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
K-55	1	\$ 60.16	\$ 6,738.11	\$ 14,599.24	\$ 175,190.92
K-55	2	\$ 63.52	\$ 7,113.83	\$ 15,413.29	\$ 184,959.53
K-55	3	\$ 67.06	\$ 7,510.49	\$ 16,272.74	\$ 195,272.87
K-55	4	\$ 70.80	\$ 7,929.28	\$ 17,180.11	\$ 206,161.29
K-55	5	\$ 74.74	\$ 8,371.42	\$ 18,138.07	\$ 217,656.85

FIRE BATTALION CHIEF 80 SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
I-55	1	\$ 84.23	\$ 6,738.11	\$ 14,599.24	\$ 175,190.92
I-55	2	\$ 88.92	\$ 7,113.83	\$ 15,413.29	\$ 184,959.53
I-55	3	\$ 93.88	\$ 7,510.49	\$ 16,272.74	\$ 195,272.87
I-55	4	\$ 99.12	\$ 7,929.28	\$ 17,180.11	\$ 206,161.29
I-55	5	\$ 104.64	\$ 8,371.42	\$ 18,138.07	\$ 217,656.85

EXHIBIT B

DEFINITIONS OF “NEW MEMBER” AND “CLASSIC MEMBER” PER THE PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013 (PEPRA)

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

New Member

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

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

Classic Member

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

Certificate Of Completion

Envelope Id: E292C996FCFF45E2AC0BF81770D89915
 Status: Completed
 Subject: Please DocuSign: Agreement Between City and BHFA - FINAL June 1 2020.pdf
 Source Envelope:
 Document Pages: 57 Signatures: 8
 Certificate Pages: 3 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)
 Envelope Originator:
 Joe Evans
 455 N. Rexford Drive
 Beverly Hills, CA 90210
 jevans@beverlyhills.org
 IP Address: 23.242.222.10

Record Tracking

Status: Original	Holder: Joe Evans	Location: DocuSign
9/14/2020 9:17:32 AM	jevans@beverlyhills.org	

Signer Events	Signature	Timestamp
Ettore Berardinelli eberardinelli@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 198.245.188.140	Sent: 9/14/2020 9:27:41 AM Viewed: 9/14/2020 9:24:38 PM Signed: 9/24/2020 11:31:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Victor Gutierrez vgutierrez@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 107.77.231.203 Signed using mobile	Sent: 9/24/2020 11:31:07 AM Viewed: 9/24/2020 12:16:12 PM Signed: 9/24/2020 12:18:26 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dustin Andrews dkandrews@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.245.188.140	Sent: 9/24/2020 12:18:32 PM Viewed: 9/24/2020 3:45:22 PM Signed: 9/24/2020 4:03:05 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Geoffrey Ertel gertel@beverlyhills.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.91.229.67	Sent: 9/24/2020 4:03:11 PM Viewed: 9/24/2020 9:29:02 PM Signed: 9/24/2020 9:29:56 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Richard Sandeman rsandeman@beverlyhills.org Security Level: Email, Account Authentication (None)</p>		<p>Sent: 9/24/2020 9:30:02 PM Viewed: 9/25/2020 9:29:15 AM Signed: 9/25/2020 9:30:05 AM</p>
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
<p>Peter Brown pbrown@lcwlegal.com Security Level: Email, Account Authentication (None)</p>		<p>Sent: 9/25/2020 9:30:11 AM Viewed: 9/25/2020 9:40:20 AM Signed: 9/25/2020 9:41:02 AM</p>
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
<p>Kirsten Rowe krowe@beverlyhills.org Security Level: Email, Account Authentication (None)</p>		<p>Sent: 9/25/2020 9:41:07 AM Viewed: 9/25/2020 10:08:42 AM Signed: 9/25/2020 10:09:18 AM</p>
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
<p>Shelley Ovrom sovrom@beverlyhills.org Director of Human Resources Security Level: Email, Account Authentication (None)</p>		<p>Sent: 9/25/2020 10:09:24 AM Viewed: 9/25/2020 10:20:26 AM Signed: 9/25/2020 10:20:36 AM</p>
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
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
<p>Michael Dunn mdunn@beverlyhills.org Records and Archives Manager City of Beverly Hills Security Level: Email, Account Authentication (None)</p>		<p>Sent: 9/25/2020 10:20:41 AM Viewed: 9/26/2020 9:55:38 AM</p>
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jason Lawrence jlawrence@beverlyhills.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/25/2020 10:20:42 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Lourdes Sy-Rodriguez lsyrodriguez@beverlyhills.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/25/2020 10:20:43 AM
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2020 10:20:43 AM
Certified Delivered	Security Checked	9/25/2020 10:20:43 AM
Signing Complete	Security Checked	9/25/2020 10:20:43 AM
Completed	Security Checked	9/25/2020 10:20:43 AM
Payment Events	Status	Timestamps