

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

**BEVERLY HILLS
POLICE OFFICERS' ASSOCIATION**

May 24, 2022 - June 30, 2025

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
A. Integration	1
B. Term	1
1. SALARIES	1
2. OVERPAYMENT	2
3. APPOINTMENT AND ADVANCEMENT	2
A. Probationary Period for Police Personnel.....	2
B. Pre-Service Police Officers	2
C. Salary Placement upon Initial Hire.....	3
D. Advancement Through Salary Range.....	3
E. Step Placement Upon Promotion	3
F. Special Merit Advancement.....	4
G. Acting Assignments.....	4
H. Y-Rating.....	4
4. SPECIAL ASSIGNMENTS	4
A. Selection of Employees for Special Assignments.....	4
B. Special Assignment Types and Pay	5
5. CERTIFICATION AND EDUCATIONAL INCENTIVE.....	8
A. Education Pay Eligibility	9
B. Certification and Education Incentive Pay Types.....	9
C. Payment for Educational Expenses.....	10
6. HEALTH BENEFITS	11
A. Cafeteria Plan and Benefits.....	11
B. Flexible Spending Accounts	13
7. RETIREE MEDICAL INSURANCE	13
A. Tier 1: Retirees Hired Prior to July 1, 2012	13
B. Tier 2: Retirees Hired On or After July 1, 2012	13
C. Retiree Medical Insurance for Employees Who Disability Retire	14
8. LIFE INSURANCE	14
A. City-Provided Life Insurance	14
B. Supplemental Term Life Insurance	14
9. DEFERRED COMPENSATION	14
A. City Contribution to Deferred Compensation.....	14
B. Employee Contribution to Deferred Compensation.....	15
C. Conversion of Sick Leave to Deferred Compensation	15
10. CALPERS RETIREMENT BENEFITS	15
A. For “Classic Member” Employees.....	16
B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA).....	16
C. Additional Optional Benefits For All Employees.....	17
11. HOLIDAYS.....	17
A. Holidays.....	17

New Member	42
Classic Member	42

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

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

2. OVERPAYMENT

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

3. APPOINTMENT AND ADVANCEMENT

A. Probationary Period for Police Personnel

The probationary period for sworn positions (Police Officer and Police Sergeant, including laterals) shall be twelve (12) months. The probationary period shall not include any time served in a non-sworn capacity (e.g., as a Pre-Service Police Officer).

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

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

B. Pre-Service Police Officers

Each newly hired Pre-Service Police Officer (excluding individuals hired as lateral Police Officers) shall serve as a non-sworn civilian employee until such time as he/she successfully graduates from the Police Academy and is sworn in as a Police Officer. These Pre-Service Police Officers shall receive similar benefits as a sworn Police Officer with the exception of retirement and workers' compensation benefits. Because Pre-Service Police Officers are not sworn, they are considered miscellaneous employees under the Public Employees' Retirement Law and are not eligible for workers' compensation benefits pursuant to Labor Code section 4850.

An employee hired as a Pre-Service Police Officer shall be an at-will employee and cannot attain permanency as a Pre-Service Police Officer. Rather, such an employee will either be sworn in and appointed as a Police Officer upon graduation from the academy, or will be separated from employment as a Pre-Service Police Officer. Time served in the classification of Pre-Service Police Officer shall not count towards departmental seniority (e.g., shift bidding and vacation requests) but will count towards total City service.

F. Special Merit Advancement

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

G. Acting Assignments

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

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

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

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

H. 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 salary paid to that employee.

4. SPECIAL ASSIGNMENTS

Police Personnel are eligible for Special Assignments as provided in this Article. Assignment Pay is included in the regular rate of pay (as described by the Fair Labor Standards Act) for purposes of calculating overtime and will be included in the rate used to cash out leaves of absence.

A. Selection of Employees for Special Assignments

It is the policy of the Beverly Hills Police Department that selection of employees for special assignments will be made by following the procedure indicated below.

The following are the available assignments and associated pays:

1. Detective Assignment

Employees assigned to the Detective Bureau shall receive assignment pay equal to 8.25% of their base salary.

2. Field Training Officer (FTO)

There shall be a minimum of 6 Field Training Officers. When assigned as an FTO, a Police Officer shall receive assignment pay equal to 5.5% of his or her base salary.

3. Motor Officer Pay

Employees assigned as Motor Officers shall receive assignment pay equal to 8.25% of their base salary. In addition, police personnel assigned as Motor Officers shall receive four (4) hours of compensatory time off per month (accrued at 1.85 hours per pay period) for off-duty time spent maintaining the assigned motorcycle.

4. D.U.I. Team

Police Officers assigned to the Traffic Bureau – DUI Team shall receive assignment pay equal to 5.5% of their base salary.

5. Personnel & Training Bureau

The Sergeant(s) assigned to the Personnel & Training Bureau shall receive assignment pay equal to 5.5% of their base salary.

Police Officers assigned as Background Investigators shall receive assignment pay equal to 5.5% of their base salary. Police Officers assigned to the Personnel & Training Bureau as an Administrative Training Officer shall receive assignment pay equal to 5.5% of their base salary.

6. Office of the Chief

- a. Professional Standards Unit – The Sergeant(s) assigned to the Professional Standards Unit shall receive assignment pay equal to 8.25% of their base salary.
- b. Intelligence Unit – The Sergeant(s) and/or the Police Officer(s) assigned to the Intelligence Unit shall receive assignment pay equal to 8.25% of his/her base salary.

9. Crime Impact Team

Employees assigned to the Crime Impact Team shall receive assignment pay equal to 8.25% of their base salary.

10. Special Projects Detail

Police Officer(s) assigned to the Special Projects Detail shall receive assignment pay equal to 5.5% of base salary.

11. Community Relations

Police Sergeants and Police Officers assigned to Community Relations shall receive assignment pay equal to 5.5% of his/her base salary.

12. School Resource Officer

Police Officer(s) assigned as a School Resource Officer shall receive assignment pay equal to 8.25% of base salary.

13. Red Light Photo Enforcement Officer

Police Officers assigned as the Red Light Photo Enforcement Officer shall receive \$435.11 per month as assignment pay. This pay is not special compensation under the CalPERS regulations.

14. Range Master

The Police Officer assigned as the Range Master shall receive assignment pay equal to 8.25% of base salary.

5. CERTIFICATION AND EDUCATIONAL INCENTIVE

Certification and Education Pay is included in the regular rate of pay (as described by the Fair Labor Standards Act) for purposes of calculating overtime and will be included in the rate used to cash out leaves of absence. Certification and Education Pay shall not be paid to Pre-service Police Officers and shall not be paid to a probationary Police Officers until he/she passes probation.

The percentage an employee receives for education/certification pay outlined in this article will be calculated by taking the applicable percentage of base salary plus any special assignment bonuses he/she is receiving.

3. Bachelor's Degree: Police Personnel who have earned a Bachelor's Degree from an accredited college or university recognized by the Council for Higher Education Accreditation and/or its regional accrediting organizations, or any other college or university approved in advance by the Chief of Police and Human Resources Director shall receive pay equal to 5.5% of an amount equal to the employee's base salary plus any special assignment pay he/she is receiving.
4. Master's or Juris Doctorate or PhD Degree: Police personnel who have earned a Master's or Juris Doctorate or PhD Degree from an accredited college or university recognized by Council for Higher Education Accreditation and/or its regional accrediting organizations, or any other college or university approved in advance by the Chief of Police and Human Resources Director shall receive pay equal to 5.5% of an amount equal to the employee's base salary plus any special assignment pay he/she is receiving.
5. Continuing Education Pay: An employee eligible for Continuing Education Pay based on the criteria outlined in section "A" above shall receive 5.5% of an amount equal to the employee's base salary plus any special assignment pays he/she is receiving when either of the following conditions are met:
 - a. Following completion of eighty (80) hours of pre-approved coursework within the prior fiscal year, employees will be eligible for the Continuing Education Pay for the following fiscal year. Courses must be pre-approved and successfully completed (Grade "C" or higher) in order for the employee to qualify.
 - b. Following attainment of the Continuing Education Pay for 6 consecutive fiscal years by way of the requirements in (a), employees will be eligible to receive Continuing Education Pay on a prospective basis without needing to take additional coursework under this section.

In order to qualify as continuing Education Pay, courses must be pre-approved and taken at an accredited college or university recognized by the Council for Higher Education Accreditation and/or its regional accrediting organizations or any other college or university approved in advance by the Chief of Police and Human Resources Director.

C. Payment for Educational Expenses

Travel expense or per diem will not be reimbursed for educational courses taken by an employee where that employee will subsequently receive an education bonus for such education, Applications for reimbursement shall be submitted and processed in accordance with the Education and Training Administrative Regulation 3A.2.

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

3. Dental Insurance

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

4. Optical Insurance

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

5. Employee Contributions for Benefit Options

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

6. The Receipt of Cash Through the Cafeteria Plan

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

C. Retiree Medical Insurance for Employees Who Disability Retire

An employee in Tier 1 (as described in paragraph A) who receives a disability retirement from the City is eligible for the benefits described in paragraph A above if the employee has 20 years of service with the Beverly Hills Police Department (which can include both sworn and non-sworn service in the Department) or is over 45 years of age at the time of his or her retirement.

8. LIFE INSURANCE

A. City-Provided Life Insurance

Employees shall be entitled to a \$50,000 term life insurance policy. The full premium for such policy shall be paid for by the City under a life insurance program of its choosing.

B. Supplemental Term Life Insurance

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

9. DEFERRED COMPENSATION

A. City Contribution to Deferred Compensation

The City shall contribute \$320.00 per month on behalf of each Police Officer to a deferred compensation account.

The City shall contribute \$475.00 per month on behalf of each Police Sergeant to a deferred compensation account.

In addition to the above amounts, the City shall pay make an additional contribution to the deferred compensation accounts of Police Officers and Police Sergeants as follows:

The City shall make a contribution to employees in the classification of Police Officer in the amount of three percent (3%) of step 5 for the classification of Police Officer.

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

A. For “Classic Member” Employees

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

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

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

Pre-Service Police Officers assigned to a 5/40 work schedule will generally receive 8 hours off from attendance at the academy for any of the holidays for non-patrol employees as described below. If a Pre-Service Police Officer is required to work a holiday, he/she will receive 8 hours of holiday pay in lieu of receiving the holiday off.

PATROL or on a 3/12.5 Work Schedule

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

NON-PATROL or on a 4/10 Work Schedule

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

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

B. Personal Holiday

Employees shall be entitled to one personal paid holiday each fiscal year; for employees assigned to patrol or otherwise on a 3/12.5 schedule this shall be a 12.5 hour holiday, for all employees on a 4/10 schedule it shall be a 10 hour holiday. This holiday may be taken at the employee's discretion subject to his/her supervisor's and the Chief of Police or designee's approval. The employee shall request this holiday in writing. This holiday is non-accruable from one year to the next and shall not be paid for if not taken. Employees hired between April 1 and June 30 will not be credited with a personal holiday until the following fiscal year.

D. Vacation Cash-Out

By December 15 of each year, employees may make an irrevocable election to cash out up to forty (40) hours of vacation leave which will be earned in the following calendar year, provided that at the time of the cash out, the employee has minimum of 240 hours of accrued vacation leave.

The employee will be paid for the vacation hours (up to a maximum of forty (40) hours) they irrevocably elected to cash out on the first pay day in January.

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

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

E. Briefing Preparation Time

Sergeants receive briefing preparation time of 50 hours per calendar year which shall accrue as 1.92 hours of compensatory time off each pay period. The accrual of this compensatory time off is intended to compensate the Sergeants in accordance with the Fair Labor Standards Act. The parties acknowledge that keeping track of pre-briefing hours is difficult and this agreement to pay for briefing preparation time is intended to comply with 29 CFR section 785.23 of the Department of Labor regulations implementing the FLSA. An employee who is at the maximum accrual for compensatory time as provided by this MOU during any pay period shall receive pay for the 1.92 hours for pre-briefing time.

13. SICK LEAVE

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

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the Chief of Police or designee and the Human Resources Director or designee.

15. WITNESS LEAVE

Employees who are required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a matter other than one to which the employee is a party, or who are required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the City. This Article is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

16. LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted through the chain of command and approved by the Chief of Police or designee and shall be used only if all appropriate accrued leaves have been exhausted. Employees on leaves of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any fringe benefits. Decisions whether to grant such a leave will be made based on operational needs of the Department.

17. LEAVE PAYOFFS UPON SEPARATION FROM CITY SERVICE

A. Sick Leave Pay-Off

All accrued, unused 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 qualified to receive sick leave pay off.

1. Employees who have achieved ten (10) or more continuous years of service shall be eligible for sick leave pay upon separation of employment with the City at the rate of three percent (3%) of accrued, unused sick leave per full year of service. Sick leave shall be calculated at the rate of pay, including all education and assignment pays, received by the employee at the time of his/her separation.
2. Police personnel who have achieved twenty (20) or more continuous years of service shall be eligible for sick leave pay upon separation of employment with the City at the rate of four percent (4%) of accrued, unused sick leave per full year of service. Sick leave shall be calculated at the rate of pay, including all education and assignment pays, received by the employee at the time of his/her separation.

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

A. Accurately Reporting Time Worked

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

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

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

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

B. Court Time

Employees called to appear in court shall receive a minimum of four (4) hours of overtime compensation (as defined above); except, that if the court appearance time is contiguous, either before or after, to the employee's assigned shift, the employee will be paid overtime for a minimum of one (1) hour or for the actual time spent in court, whichever is greater. If the court time occurs during the employee's regular shift, he/she will receive his/her regular wages.

C. Call Back

Employees who are called back to work shall receive a minimum of four hours paid at the employee's base rate of pay even if the call back is less than four hours. Employees called back for more than four hours will be paid at time and one half for all hours worked beyond four hours.

Notwithstanding the above, the parties agree if an employee is assigned to provide police services related to a heavy haul or escort, that work is not a special job. Heavy haul escorts will be performed as part of a regularly scheduled shift at the employee's base rate of pay. Employees working heavy hauls or escorts on non-regularly scheduled shifts, shall receive pay for a minimum of four (4) hours or the actual hours worked (whichever is greater) at time and one half of their regular rate of pay.

An employee on modified duty is not permitted to work a special job.

F. Shift Trading

The parties agree the provisions below are compliant with the Fair Labor Standards Act. Unit members have the right to trade shifts with their colleagues within the same classification subject to the following conditions:

- a. Both employees agree to the shift trade voluntarily.
- b. The employees trading the shifts shall request supervisor approval prior to the first affected shift. Supervisors will not unreasonably deny a trade.
- c. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
- d. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. However, the parties agree shift trades will be accomplished by the employees who trade within the same pay period. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
- e. If an employee who agrees to work a shift trade calls in sick, that employee's sick leave will be reduced, not the employee who was regularly assigned the shift.

G. Rest and Recovery

When employees' work hours in addition to those of their regular work schedule, and are scheduled to work the next day, the possibility exists that the employee will not have at least eight (8) hours off between shifts. If that occurs, an employee is permitted to either 1) utilize accrued leave (except for sick leave) to ensure at least eight hours off between the end of their work shift and the start time of their next shift, or 2) start their next shift eight (8) hours after the end of their work on the prior shift. If this option is chosen, employees will start working after the regularly scheduled start time and work the same number of hours as their regularly scheduled shift so that they will not need to use accrued leave. Regardless of which of these two options is chosen, employees shall let their supervisor know which of these two options will be used to ensure eight hours off (i.e., appropriate rest and recovery) between shifts.

21. ASSOCIATION TIME - BOARD MEMBERS

Beverly Hills Police Officers' Association Board members, subject to the approval of the Chief of Police or designee, shall be allowed a reasonable period of time without loss of compensation for the sole and exclusive purpose of conducting transactions of the Beverly Hills Police Officers' Association. The amount of time shall not exceed one (1) hour per day for each Board member and an aggregate not to exceed five hundred (500) hours per calendar year for all such Board members provided every reasonable effort is made to conduct Association meetings and/or business on nonduty time. Permission to attend Association meetings on duty must be obtained 48 hours in advance from Chief of Police or designee. Permission to conduct Association business on duty must be obtained in advance from the Chief of Police or designee. Approval to conduct Association business or attend Association meetings is conditioned upon field and/or assignment conditions.

As part of the five hundred (500) hours per year paid release time for Association Board members, up to a total maximum of six (6) days may be used to attend police related conferences, seminars or conventions. Permission to attend such conferences or conventions must be obtained two (2) weeks in advance from the Chief of Police or designee. Employees must track their use of the five hundred (500) 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 Association must notify the Human Resources Director in writing of changes in its Association Board.

22. DISCIPLINE

This Article applies to sworn police personnel only and is not applicable to pre-service Police Officers, who do not attain permanency and are not covered under the Peace Officers' Procedural Bill of Rights Act. Where the term "employee" appears in this article it is referring to sworn police personnel – a Police Officer or Police Sergeant.

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

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

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

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

b. Hearing Officer's Authority

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

2. Notice of Appeal

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

3. Hearing Officer

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

4. Burden of Proof/Persuasion

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

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

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

8. Decision

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

23. 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.

24. 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.

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

2. Step 1 – If an employee is the grievant - Communication with department head or Designee: The employee must present, in writing, to the employee's department head (or the department head's designee if one is established) a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU, rules and regulations, policies and/or any past practice of the City or the Department. The department head or designee shall either promptly schedule a meeting with the grievant (the employee (who may be represented if 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 the Association representative.

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

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

FOR THE CITY OF BEVERLY HILLS

George Chavez

June 24, 2022 | 11:08 PDT

George Chavez

Date

FOR THE BEVERLY HILLS POLICE OFFICERS' ASSOCIATION

Joshua Cudworth

June 19, 2022 | 07:12 PDT

Joshua Cudworth

Date

David Leber

June 14, 2022 | 20:32 PDT

David Leber

Date

APPROVED AS TO FORM

Peter Brown

June 14, 2022 | 15:54 PDT

Peter J. Brown

Date

City Council Approval Date: May 24, 2022

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

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-39	1	\$ 48.79	\$ 3,903.22	\$ 8,456.97	\$ 101,483.59
P-39	2	\$ 51.51	\$ 4,120.86	\$ 8,928.53	\$ 107,142.32
P-39	3	\$ 54.38	\$ 4,350.64	\$ 9,426.38	\$ 113,116.58
P-39	4	\$ 57.42	\$ 4,593.23	\$ 9,952.00	\$ 119,423.97
P-39	5	\$ 60.62	\$ 4,849.35	\$ 10,506.92	\$ 126,083.04

POLICE SERGEANT SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-46	1	\$ 58.99	\$ 4,719.49	\$ 10,225.57	\$ 122,706.78
P-46	2	\$ 62.28	\$ 4,982.65	\$ 10,795.74	\$ 129,548.91
P-46	3	\$ 65.76	\$ 5,260.48	\$ 11,397.72	\$ 136,772.59
P-46	4	\$ 69.42	\$ 5,553.81	\$ 12,033.25	\$ 144,399.02
P-46	5	\$ 73.29	\$ 5,863.49	\$ 12,704.23	\$152,450.72
P-46	6	\$ 77.38	\$ 6,190.44	\$ 13,412.61	\$ 160,951.36

PRE-SERVICE POLICE OFFICER SALARY RATES

HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
\$ 45.97	\$ 3,677.42	\$ 7,967.75	\$ 95,613.05

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

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-39	1	\$ 50.25	\$ 4,020.31	\$ 8,710.68	\$ 104,528.10
P-39	2	\$ 53.06	\$ 4,244.48	\$ 9,196.38	\$ 110,356.59
P-39	3	\$ 56.01	\$ 4,481.16	\$ 9,709.17	\$ 116,510.08
P-39	4	\$ 59.14	\$ 4,731.03	\$ 10,250.56	\$ 123,006.69
P-39	5	\$ 62.44	\$ 4,994.83	\$ 10,822.13	\$ 129,865.53

POLICE SERGEANT SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-46	1	\$ 60.76	\$ 4,861.08	\$ 10,532.33	\$ 126,387.98
P-46	2	\$ 64.15	\$ 5,132.13	\$ 11,119.62	\$ 133,435.38
P-46	3	\$ 67.73	\$ 5,418.30	\$ 11,739.65	\$ 140,875.77
P-46	4	\$ 71.51	\$ 5,720.42	\$ 12,394.25	\$ 148,730.99
P-46	5	\$ 75.49	\$ 6,039.39	\$ 13,085.35	\$ 157,024.24
P-46	6	\$ 79.70	\$ 6,376.15	\$ 13,814.99	\$ 165,779.90

PRE-SERVICE POLICE OFFICER SALARY RATES

HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
\$ 47.35	\$ 3,787.75	\$ 8,206.79	\$ 98,481.44

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

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-39	1	\$ 51.76	\$ 4,140.92	\$ 8,972.00	\$ 107,663.94
P-39	2	\$ 54.65	\$ 4,371.82	\$ 9,472.27	\$ 113,667.29
P-39	3	\$ 57.69	\$ 4,615.59	\$ 10,000.45	\$ 120,005.38
P-39	4	\$ 60.91	\$ 4,872.96	\$ 10,558.07	\$ 126,696.89
P-39	5	\$ 64.31	\$ 5,144.67	\$ 11,146.79	\$ 133,761.50

POLICE SERGEANT SALARY RATES

GRADE	STEP	HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
P-46	1	\$ 62.59	\$ 5,006.91	\$ 10,848.30	\$ 130,179.62
P-46	2	\$ 66.08	\$ 5,286.09	\$ 11,453.20	\$ 137,438.44
P-46	3	\$ 69.76	\$ 5,580.85	\$ 12,091.84	\$ 145,102.04
P-46	4	\$ 73.65	\$ 5,892.04	\$ 12,766.08	\$ 153,192.92
P-46	5	\$ 77.76	\$ 6,220.58	\$ 13,477.91	\$ 161,734.97
P-46	6	\$ 82.09	\$ 6,567.43	\$ 14,229.44	\$ 170,753.30

PRE-SERVICE POLICE OFFICER SALARY RATES

HOURLY RATE	BIWEEKLY	MONTHLY SALARY	ANNUAL SALARY
\$ 48.77	\$ 3,901.38	\$ 8,452.99	\$ 101,435.88

EXHIBIT B

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

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

New Member

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

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

Classic Member

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

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: BHPOA 2022-2025 MOU Final - May 10, 2022.pdf

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Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Joe Evans

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455 N. Rexford Drive

Envelopeld Stamping: Enabled

Beverly Hills, CA 90210

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jevans@beverlyhills.org

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Peter Brown

pbrown@lcwlegal.com

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(None)*Peter Brown*

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David Leber

dleber@beverlyhills.org

Security Level: Email, Account Authentication
(None)*David Leber*

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Signature Adoption: Pre-selected Style

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Not Offered via DocuSign

Joshua Cudworth

jcudworth@beverlyhills.org

Security Level: Email, Account Authentication
(None)*Joshua Cudworth*

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Viewed: 6/19/2022 6:44:08 AM

Signed: 6/19/2022 7:12:23 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

George Chavez

gchavez@beverlyhills.org

City Manager

Security Level: Email, Account Authentication
(None)*George Chavez*

Sent: 6/19/2022 7:12:27 AM

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Signed: 6/24/2022 11:08:27 AM

Signature Adoption: Pre-selected Style

Signed by link sent to gchavez@beverlyhills.org

Using IP Address: 76.95.192.176

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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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps