

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF BEVERLY HILLS**

**AND**

**THE BEVERLY HILLS**

**SUPERVISORS ASSOCIATION**

**OCTOBER 1, 2019 – October 6, 2023**

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**SUPERVISORS ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**CHAPTER 1 - INTRODUCTION**

The Supervisors Association of Beverly Hills (hereinafter referred to as "SUP"), a formally recognized employee organization, representing all its members within the Supervisors Association (hereinafter referred to as "Employees"), and duly authorized representatives of the management of the City of Beverly Hills (hereinafter referred to as "the City"), have met and conferred in good faith, freely exchanging information, opinions and proposals, and have reached the following agreement (hereinafter referred to as "MOU" or "agreement") on matters within the scope of representation. A list of all of the classifications represented by the SUP is attached to this MOU as Exhibit A.

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

**ARTICLE 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 exist now certain past practices or procedures which are in force and effect which affect wages, hours, and working conditions. To that extent, it is agreed that such practices, policies, and procedures shall remain in force and effect during the term of this agreement, unless they are inconsistent with provisions of this MOU, or unless changed by the meet & confer process. This MOU is subject to a determination and implementation by the City Council pursuant to Government Code Section 3505.1.

**ARTICLE 2: TERM**

Unless otherwise specified herein, this MOU shall be effective October 1, 2019 and shall expire on October 6, 2023.

During the term of the MOU, the parties can reopen negotiations to discuss appropriate reimbursement for use of cell phones by employees in the unit.

**CHAPTER 2 - COMPENSATION**

**ARTICLE 3: SALARIES**

Effective the pay period including October 1, 2019, 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%).

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

#### **ARTICLE 4: 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.

#### **ARTICLE 5: DEFERRED COMPENSATION**

##### **A. Deferred Compensation Contribution**

The City shall contribute \$100.00 per month per employee to a deferred compensation account.

In addition to the City's contribution to deferred compensation described in the first paragraph, any employee may elect to contribute to his/her own deferred compensation account from his/her regular wages up to the maximum deferrals specified by law and/or plan rules. 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 accounts under the City's retirement plans.

##### **B. Conversion of Sick Leave to Deferred Compensation**

Employees may choose to contribute part of their accumulated sick leave to deferred compensation. The converted 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. The first time an employee invokes this provision, an employee may only convert up to 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 less 500 hours.
5. Subsequently, the number of sick leave hours eligible for conversion to deferred compensation will be determined by combining the elements below.
  - The accumulated sick leave payoff percentage will be applied to new sick leave hours accrued after a conversion.
  - The incremental increase in the sick leave payoff percentage since the most recent conversion will be applied to the remaining sick leave balance after a conversion.

## **ARTICLE 6: ADDITIONAL COMPENSATION**

No compensation adjustments authorized by this article shall become effective until an official transaction form authorizing the adjustment is approved by the Human Resources Director.

### **A. Shift Pay**

1. Definitions:
  - a. Day shift means any authorized work schedules assigned except swing or night shift as defined in this article.
  - b. Swing shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each workday.
  - c. Night shift means authorized work schedules regularly assigned in which at least four (4) hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each workday.
2. Shift Pay
  - a. Employees assigned to a swing shift shall receive a shift differential of 3% of base salary just for the days when the swing shift occurs.

- b. Employees assigned to a night shift shall receive a shift differential of 6% of base salary.
- c. An employee assigned to a shift which qualifies as both a swing shift and a night shift (e.g., a shift from 8:00 p.m. to 5:30 a.m.) is considered a night shift in determining eligibility of shift pay.

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

**B. Certification Pay**

Employees are eligible for the following certification pays:

- 1. Water Utility: Any water treatment and distribution certificates achieved by employees in water classifications which are above the requirements of the job will be paid at \$50.00 per month per certificate. \$50 for the first certificate, \$100 per month for the second certificate, \$150 per month for the third certificate, etc. These certificate pays do not stack. For example, if an employee receives \$150 for the third certificate, he/she will not receive pay for the first and second certificates. This includes D1-D5 and T1-T5.

The parties agree that to the extent permitted by law, the compensation for water treatment and distribution certificates is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

- 2. Wastewater Utility: Collection System Maintenance Certification, Grade IV - \$25.00/mo.: Offered through the California Water Environment Association (CWEA)

Eligible position(s): Drainage Maintenance Supervisor

- 3. Fleet Services:
  - a. Master Automobile Technician Certificate - \$50.00/mo.: Offered through the ASE Automobile Technician Tests

Eligible position(s): Fleet Supervisor

In order to be eligible for this pay, an employee must complete all eight sections of the certification program



The parties agree that to the extent permitted by law, the compensation for Master Automobile Technician is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

- b. Master Truck Technician Certificate - \$50.00/mo.: Offered through the ASE Automobile Technician Tests

Eligible position(s): Fleet Supervisor

In order to be eligible for this pay, an employee must complete all required sections to obtain an ASE master certificate

- c. Fire Mechanic I Certificate - \$25.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

- d. Fire Mechanic II Certificate - \$25.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

- e. Master Fire Mechanic Certification, Level III - \$50.00/mo.: Offered through the California Fire Chief's Association, Fire Mechanic Section

Eligible position(s): Fleet Supervisor

For the certifications provided above, when they are part of a progressive series, the pay shall be cumulative.

Certifications which were being paid on the effective date of this MOU will continue to be paid to the employees who were receiving them.

### **C. Bi-Lingual Pay**

The City shall pay 3% above base salary to employees who are approved by their department head and the Director of Human Resources to become certified by the County of Los Angeles or other agencies approved by the City. The certification of tests for written and oral proficiency in Spanish, Farsi, Korean, Russian, Sign or any other language designated by the City. Those employees who receive a bi-lingual pay will be required to speak the alternate language in the course and scope of their employment. In addition, if receiving the pay, an employee may be asked to assist in translating even if unrelated to his/her specific job duties. The initial fees for

any testing required to obtain certification shall be borne by the City. If the employee fails to obtain the certification, subsequent attempts will be paid for by the employees.

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

#### **D. Wellness Pay**

The City agrees that effective the pay period including October 1, 2019, employees in the unit will receive one half of one percent (0.5%) of each employee's annual base pay for wellness pay. Wellness pay is provided to employees to promote wellness. This includes, but is not limited to, purchase of gym memberships, physical fitness equipment or medical exams or treatments designed to improve overall employee health. The City and the Association agree that this form of pay does not qualify as special compensation per Title 2 Section 571 or 571.1 and is therefore not pensionable.

Effective the pay period including October 1, 2020, the City agrees that employees in the unit will receive an additional one half of one percent (0.5%) (for a total of 1% of annual base pay) for wellness pay.

Effective the pay period including October 1, 2021, the City agrees that employees in the unit will receive an additional one half of one percent (0.5%) (for a total of 1.5% of annual base pay) for wellness pay. However, if the City's Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate exceeds 10.303% (the 2020-2021 rate), employees in the unit will cost share (in accordance with Government Code section 20516(f)) as follows:

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

New Members as defined by the Public Employees' Pension Reform Act of 2013: One-half (1/2) of the amount by which the Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 0.5% of pensionable compensation.

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

Effective the pay period including October 1, 2022, the City agrees that employees in the unit will receive an additional one half of one percent (0.5%) (for a total of 2.0% of annual base pay) for wellness pay. However, if the City's Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate exceeds 10.303%, (the 2020-2021 Rate) employees in the unit will cost share on an ongoing basis (in accordance with Government Code section 20516(f)) as follows:

Classic Employees: One-half (1/2) of the amount by which the Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate exceeds 10.303% up to a maximum of 1.0% of compensation earnable.

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

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

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

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

## **ARTICLE 7: APPOINTMENT AND ADVANCEMENT**

### **A. Probationary Period**

The probationary period for all positions in the bargaining unit shall be one year.

A department head has the right to extend an employee's probationary period for two reasons: 1) the employee has missed at least 15 work days during his/her probationary period;

or 2) based on an employee's work performance, the department head wants more time to determine whether the employee will be passed off probation. If the reason for the extension is days missed from work during probation, the probationary period will be extended by the number of workdays the employee has missed (for any reason), excluding approved vacation leaves during his/her probationary period. If the reason for the extension is work performance, the probationary period cannot be extended by more than an additional six (6) months. In all cases, the City will inform a probationary employee in writing that his or her probation has been extended prior to any extension and will inform such employee of the new date upon which his or her probationary period will end.

Employees on probation (including probation for a position into which an employee has promoted) shall be eligible to apply for an open recruitment and a promotion.

### **B. Step Placement and Advancement Through Range**

Employees will be appointed into a position which is on the salary schedule with a prescribed range. Normally, employees shall be appointed to the first step (although they can ask to be appointed above the first step, if appropriate based on experience) and shall be eligible to be advanced through the five (5) basic steps in their allocated ranges as follows:

1. For employees starting at Step 1 through 4 of the salary range: After one (1) year of satisfactory service and each year annually thereafter (i.e., the anniversary date), an employee shall be eligible for a salary increase to the next step of the range up to top step of the salary range. The effective date of the step increase shall be employee's anniversary date. Employees hired prior to the date of City Council approval of this 2019-2023 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 Steps 3 through 5 after one (1) year of satisfactory service and each year thereafter.
2. An employee whose evaluation is timely given (i.e., within one calendar week of the employee's anniversary date) and whose overall performance is less than "meets standards", may have his or her merit increase withheld or delayed.
3. All increases are recommended by the employee's supervisor and the Appointing Authority (as defined throughout this MOU as each employee's department head or designee), and approved by the Human Resources Director.

### **C. Salary Placement Upon Promotion**

Every employee who is promoted shall be appointed to the first step of the salary range of the new classification or at least 5% above the step and range of his/her previous classification, whichever is higher. In no event shall the promoted employee be placed

above step 5 of the new range (even if placement at step 5 does not provide a minimum five percent (5%) base salary increase). The effective date of the promotion shall be the first day of the pay period following the promotion 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.

**D. Special Merit Step Advancement**

The City Manager may, upon the recommendation of the employee's department head and the Human Resources Director, authorize the advancement of an employee to any of the four (4) steps earlier than he/she would normally be eligible for length of service. Such increases shall be effective on the first day of the pay period following approval by the City Manager, if not otherwise specified by the Appointing Authority. Employees will then be eligible for regular step increases annually on the anniversary of the special merit advancement.

**E. Reclassification, Promotion and Y-Rating**

1. **Reclassification:** When a position in the unit is reclassified upward, the employee in the position may be appointed to the reclassified position, providing that:
  - a. The employee has held the position which was reclassified for a minimum of ninety calendar (90) days immediately prior to the reclassification; and
  - b. The employee meets the qualifications established for the reclassified position.

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

2. **Y-Rating:** The City may offer to "Y"-rate an employee whose position has been eliminated, reclassified downward or for some other reason which has caused the compensation of a position to be reduced. 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 exceeds the monthly salary paid to that employee.
3. **Compensation After Reclassification:** Every employee who is appointed to a position which is reclassified upward shall be appointed to the first step of the salary range of the new classification or at least 5% above the step and range of his/her previous classification, whichever is higher.

## **F. Request for Reclassification**

If the duties and responsibilities of a position have changed and are no longer accurately described by the job description for the classification for her/his position, the employee, SUP or a Department may make a request for reclassification to the Human Resources Director. Such requests shall be made in writing using a form specified by the Human Resources Department and a copy of which will be given to each potentially impacted employee's respective department head at the initial filing. All requests for a given fiscal year must be submitted to Human Resources no later than September 15<sup>th</sup> (however, for 2019, the last date to file a request is December 1<sup>st</sup>) for implementation in the next fiscal year. Before a request for reclassification can be submitted, the employee must have been performing duties that are not accurately described by the employee's job description for at least nine (9) months.

The Human Resources Director shall have a classification study conducted on the position and report the results of the study to the City Manager prior to City Council budget presentations. A copy of the report shall be provided to the employees affected prior to City Council budget presentations. If classification specifications are modified in such a manner as to necessitate a change in compensation level, or if an employee is reclassified as long as employees have been working in the position for at least nine months, the change shall be effective the next July 1 or the effective date of the next City budget.

The decision of the City Manager shall be final. In the event the reclassification request is denied, neither the employee nor the SUP have the right to grieve the decision.

This procedure relates only to the request of an employee or the SUP for reclassification.

## **G. Special Assignment Increase**

A special assignment increase may be granted (upon approval of the Human Resources Director) to an employee by a Department Head without following the above procedures if the Department Head believes such action is in the best interests of the respective Department provided that the employee is clearly performing specific duties above and beyond that required by his/her classification while not assigned or authorized to be filling a position out of classification. The Appointing Authority shall submit his/her recommendation and justification to the Human Resources Director for approval. The Human Resources Director will review the recommendation and determine whether it is warranted given the standards of this section. Said increase shall be 6% above the base salary paid to the employee. Annually, a review by the Human Resources Director of the special assignment shall be made to determine if it is still warranted.

## **H. Temporary Employment**

Temporary employees may be hired by the City to backfill for an employee on a leave of absence, if an incumbent leaves City employment and there is not an active eligibility list and

the City has a temporary need for an employee. Temporary employees (one or more) can be hired for 180 days maximum (cumulative total if more than one is temporary employee is hired), except a temporary employee hired to backfill for an employee who is on a medical leave of absence. The City may hire the same person to work as a temporary employee for a different vacancy or leave. If the City needs an extension of the 180 days, it may ask the Association to grant it. The Association must grant the first extension up to 90 days. After that, an additional extension requires the City show good cause and the City must meet and confer with the Association regarding the additional extension.

In addition to the previous paragraph, a person may be hired to a temporary appointment (to perform bargaining unit work) for up to a maximum of 180 days as determined by the department to satisfy a temporary need. Prior to hiring a temporary employee who is hired neither to replace an employee absent from duty or to fill a vacancy (*i.e.*, a determined short term (180 day or less) need), any such work will first be offered to bargaining unit members on an overtime basis. If such work can be done by employees, a temporary employee will not be hired. If all the work offered on an overtime basis to bargaining unit members is not accepted by employees, the City may also appoint persons on a temporary basis to perform the work not accepted by the employees on an overtime basis.

#### **I. Superior - Subordinate 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.

In such a relationship, the superior shall be paid a monthly salary rate above his/her subordinates. When a subordinate's monthly salary rate is equal to or exceeds that which is being paid to his/her superior, the superior shall receive a special adjustment of 3% above the salary received by his/her highest paid subordinate.

At any time the superior's base salary (excluding this salary adjustment) exceeds 3% above the base salary of his/her subordinates, the salary adjustment granted to him/her by this section shall be eliminated.

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

#### **J. Filling Position Out Of Classification (FPOC)**

Every employee assigned to and working in a classification with a salary range above that of the employee's regularly assigned position shall receive FPOC pay. When an employee is eligible for FPOC and is assigned and performs the duties of the higher classification, the employee shall be placed at the step of the higher classification which is at least 5% above the pay step of

his/her regular classification, provided that no rate higher than the fifth step, nor lower than the first step of the salary schedule is provided. Probationary employees are not eligible to fill a position out of classification.

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

To be eligible for compensation for filling a position out of classification, the employee has to meet the criteria for the higher classification and be capable of performing those specific tasks which he/she will be performing during this acting time and which differentiates it from the lower classification.

Employees assigned to fill positions out of classification shall not acquire status or credit for services in the higher class and may be returned to their regular position at any time. Employees receiving FPOC pay shall not receive the pay when on vacation or sick leave for three calendar weeks or longer.

The parties agree that to the extent permitted by law, the compensation for FPOC is special compensation for "classic member" employees and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

### **CHAPTER 3 - BENEFITS**

#### **ARTICLE 8: RETIREMENT**

The City contracts with CalPERS for retirement benefits. The benefits provided herein are provided per the Public Employees' Retirement Law (the "PERL") as well as the City's contract with CalPERS. The PERL and the City's contract with CalPERS shall control over any provision of this MOU which is inconsistent with the law or the City's contract with CalPERS.

##### **A. For "Classic Member" Employees**

1. An individual hired on or after January 1, 2013 who was employed by any public employer before January 1, 2013 and who does not meet the definition of "New



Member” under the PEPRRA will be designated as a “Classic Member”. “Classic Members” are defined as those individuals who are:

- a. Working for an employer providing CalPERS retirement benefits who begins employment with the City without a break in service or a break in service of six (6) months or less; or
  - b. Current member of a public retirement system or plan with reciprocity with CalPERS.
2. Retirement Formula: The City contracts with CalPERS to provide the 2.5% at 55 retirement formula set forth in California Government Code Section 21354.4.
  3. Single Highest Year: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which “classic member” employees in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.
  4. Payment of Employee/Member Contribution: Classic Members pay their 8% Member Contribution.

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

1. A “New Member” as defined by PEPRA is an employee who becomes a member of a public retirement system for the first time on or after January 1, 2013 and:
  - a. Was not a member of a public retirement system before January 1, 2013; or
  - b. Was a member of a public retirement system before January 1, 2013 that is not subject to reciprocity with CalPERS; or
  - c. Alternatively, anyone who was an active member of a retirement system, has a break in service of more than six (6) months, and returns to active membership in the same system with a new employer.
2. Retirement Formula: Unit members who are defined as “new members” under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).
3. 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).

4. 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.

In addition, new members pay an additional amount for their retirement contribution as cost sharing in accordance with Government Code section 20516(f). That amount will be the difference between the half the normal cost amount and eight percent so that their total retirement contribution will be eight percent (8%).

### **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. Pre-Retirement Option 2 Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code Section 21548 for employees in the unit.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
4. Pre-Retirement Death Benefits: The City's contract with CalPERS provides the benefit known as the pre-retirement death benefits to continue after remarriage of survivor as set forth in Government Code section 21551.
5. Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
6. Retired Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
7. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

**D. Advancement of Disability Retirement Benefits For Employees Who File For Disability Retirement**

In the event an employee who has been certified as disabled files an application for disability retirement and the City does not dispute the employee's application, the City will advance disability retirement payments to the retiree until there is a determination from CalPERS as to whether the application will be granted or not. Once that determination is made by PERS the City will be reimbursed for the advanced disability payments. If the City disputes the application for disability retirement, no advanced disability retirement payments will be provided. In the case of an employee who files for service retirement pending his/her application for disability retirement which the City disputes, the City will advance only that portion of the retiree's pension that is undisputed.

**ARTICLE 9: HEALTH BENEFITS**

**A. Cafeteria Plan and Benefits:**

1. Cafeteria Plan and Benefits

The City will provide current employees with flexible benefits through a cafeteria plan as provided below.

Any language contained in this MOU which is also contained in the cafeteria plan documents is done so for the convenience of the parties. However, the parties agree that all of the provisions of the cafeteria plan documents (whether included in this MOU or not) are applicable and binding on the parties to this MOU.

The following insurance benefits provided for in this Article will be provided through the provision of a cafeteria plan adopted in accordance with the provisions of IRS Code § 125: medical, dental, and optical.

2. The Purchase of Optional Benefits Through the Cafeteria Plan

The cafeteria plan offers employees the opportunity to purchase the following optional benefits: medical, dental and optical insurance.

Employees shall be provided with the amount of \$2,150.00 per month (inclusive of the statutory minimum) for the purchase of the optional medical, dental and optical insurance benefits.

Effective January 1, 2022, employees who are enrolled in medical insurance coverage at the employee + family level will be provided \$2,250.00 per month for the purchase of the optional medical, dental and optical insurance benefits.

The \$2,250.00 per month is inclusive of the CalPERS statutory minimum. Employees who are enrolled in medical insurance at the employee or employee + 1 level, will continue to be provided a City contribution of \$2,150.00.

Effective January 1, 2023, employees who are enrolled in health insurance coverage at the employee + family level will be provided \$2,350.00 per month for the purchase of the optional medical, dental and optical insurance benefits. The \$2,350.00 per month is inclusive of the CalPERS statutory minimum. Employees who are enrolled in medical insurance at the employee or employee + 1 level, will continue to be provided a City contribution of \$2,150.00.

3. 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.

Effective January 1, 2022, employees who opt out or who are enrolled in health insurance coverage at the employee only or employee + 1 level will continue to receive cash up to a maximum of \$475 per month. Employees enrolled in health insurance coverage at the employee + family level will be eligible to receive cash up to a maximum of \$425 per month.

Effective January 1, 2023, employees who opt out or who are enrolled in health insurance coverage at the employee only or employee + 1 level will continue to receive cash up to a maximum of \$475 per month. Employees enrolled in health insurance coverage at the employee + family level will be eligible to receive cash up to a maximum of \$375 per month.

- a. Medical Insurance: The City contracts with the Public Employees' Retirement System for medical insurance. For newly hired employees, insurance coverage is effective the first day of the next month following the employee's hire date.

The payment of premiums toward this medical insurance program will be through the administration of a flexible benefit package.

The City will contribute the PERS statutory minimum on behalf of each participant in the program.

Eligible employees may select any of the HMO or PPO medical insurance plans offered by CalPERS.

If CalPERS changes any of the medical insurance plans by either adding to or deleting the plan options described above, employees will be limited to those plan options offered by CalPERS.

For each of the plans, employees will also be able to choose the benefit for the employee, employee + 1 or employee + family. Covered employees are required to participate in CalPERS medical insurance under one of the available options. However, an employee may opt out of medical insurance if the employee provides proof that he/she has minimum essential coverage as defined by the Affordable Care Act.

If at any time during the term of the MOU, any provision of Federal law or regulation would impose greater financial cost or penalties on the City above and beyond the City's agreed upon contribution to an employee's cafeteria plan, the parties agree to reopen negotiations. The negotiations will be for the limited purpose of making changes to the cafeteria plan that would be needed to ensure that such additional cost or penalties are avoided.

- b. Dental Insurance: Employees shall also have the ability to select from two levels of dental insurance from the City's dental insurance provider, Guardian. The City reserves the right to change dental insurance providers if necessary. If it does, employees will be provided with equivalent benefits with the new provider. As with medical insurance, employees will have the options of: employee, employee + 1 or employee + family. Employees do not have to choose any dental insurance and need not provide proof of dental insurance from another source.
- c. Optical Insurance: Employees shall also have the ability to select from two levels of optical insurance 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 equivalent benefits with the new provider. As with medical insurance, employees have the options of: employee, employee + 1 or employee + family. Employees do not have to choose any optical insurance and need not provide proof of optical insurance from another source.

4. Employee Contributions for Benefit Options:

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

**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 (for both the health care FSA and dependent care FSA) 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.

**ARTICLE 10: RETIREE MEDICAL INSURANCE**

**A. Tier 1: Employees Hired Prior to January 1, 2010**

For employees hired prior to January 1, 2010, they shall be eligible (as retirees) for continued medical benefits up to \$350.00 per month (which includes the PERS statutory minimum, *i.e.*, the employee will receive an electronic funds transfer or check for the difference between \$350 and the PERS statutory minimum) unless and until the following occur:

1. The retiree reaches age 70, or
2. The retiree becomes eligible for Medicare (if the employee is eligible for Medicare, the City will pay the designated Medicare supplement rate not to exceed \$350 per month), or
3. The retiree is or becomes eligible to be a participant in another employer-paid medical plan or Veteran's Administration benefit

For eligible retirees (as described below) who are age 70 or above, the City shall pay up to \$150/month (which includes the PERS statutory minimum, *i.e.*, the employee will receive an electronic funds transfer or check for the difference between \$150 and the PERS statutory minimum) toward medical coverage under PERS. If the statutory minimum exceeds \$150, the City shall pay the statutory minimum for such employees. In this situation the employee will not get a check from the City. Eligible retirees include those full time SUP employees who:

1. Retire after July 1, 2000; and
2. Take a service retirement and are not subsequently covered under PERS with another agency; and

3. Have 20 or more years of full time service with the City of Beverly Hills prior to retirement.

For those retirees over age 70 who do not otherwise meet the eligibility criteria the City will pay the PERS statutory minimum on their behalf.

To the extent that any provisions of AB 410 (effective January 1, 2014) are contrary to those provided herein, the provisions of AB 410 shall apply.

**B. Tier 2: Employees Hired On Or After January 1, 2010**

Employees hired into the unit as new employees by the City on or after January 1, 2010 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 January 1, 2010, in lieu of additional retiree medical insurance benefits, the City shall, while the employees are working for the City, contribute the sum of \$150.00 per month, \$75.00 per pay period for twenty-four (24) pay periods – there will be no contribution in the third pay period of any month which has three pay periods to a retirement account on behalf of such employees.

For employees who enter the unit on or after January 1, 2010 who were City employees as of December 31, 2009, they will receive retiree medical benefits as though they were a member of the bargaining unit prior to January 1, 2010.

**C. Purchasing Additional Insurance If Funds Are Insufficient to Cover The Cost of Chosen Benefits**

Any retiree whose City contribution for retiree medical insurance is insufficient to cover the actual cost of such insurance for the retiree and his/her eligible dependents can purchase such insurance through CalPERS by paying the additional amount in excess of the City contributions, if any.

**ARTICLE 11: LIFE AND LONG TERM DISABILITY INSURANCE**

**A. City-Provided Insurance**

The following benefits are provided to all employees at the City's expense:

1. Term Life Insurance policy of \$75,000.
2. Disability Insurance: policy provides two thirds (2/3) of monthly salary up to a maximum of up to \$6,000.00 per month, except as may be provided under the applicable plan document. This plan has a 60-day elimination period. Employees

may use accrued leaves to supplement payments received by the disability insurance plan. However, the employee may not receive more than 100% of their regular wages.

**B. Optional Additional Life Insurance**

Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. Although employees may use cash wages they receive through the cafeteria plan (if applicable) to purchase supplemental term life insurance, they cannot defer cash wages they receive through the cafeteria plan directly into the purchase of supplemental term life insurance. It must be an after-tax deduction from their paycheck.

**ARTICLE 12: TUITION REIMBURSEMENT**

In accordance with the requirements of Administrative Regulation, Number 3A.2, the City shall reimburse an employee for attending an accredited college or university provided that the course is directly job related. If an individual is pursuing a degree, the City shall reimburse the employee for only those courses taken in the major, provided the degree objective is job related.

To be eligible for tuition reimbursement each employee shall (prior to each fiscal year) submit a document setting forth the following: the name of the institution at which the course(s) will be taken, the title(s) of the course(s) for which he/she is seeking reimbursement, and how the course(s) is directly related to the employee's job to his/her department head or designee, who shall forward it for approval to the Human Resources Department. Since eligibility requirements are set forth in the Administrative Regulation and require advance approval from a supervisor, department head and Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

**ARTICLE 13: TOOLS, UNIFORMS, SAFETY BOOTS, AND SAFETY GLASSES**

**A. Tool Allowance**

During January of each year, the City will pay any employee in the classification of Fleet Supervisor who is required to furnish tools an annual tool allowance of \$500. This amount may be taxable in accordance with law. The City agrees to continue to furnish the current assortment of tools. City will not require employees to provide any receipts to receive the tool allowance.



**B. Uniforms**

Supervisors shall receive five uniforms a week at City expense. The uniforms shall be the property of the City. The City shall replace damaged or worn out uniform parts, as necessary.

The parties agree that to the extent permitted by law, 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 unit members who are “Classic Members” (as described in Exhibit C to this MOU) per the Public Employees’ Pension Reform Act of 2013. “New members” as defined under the Public Employees’ Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

**C. Safety Boot Reimbursement**

The City agrees to reimburse each employee up to \$300 per fiscal year for the purchase of safety boots provided the employee’s department head determines the need to use safety boots as part of the employee’s job and the employee submits receipts for the boots purchased. Safety boots reimbursements shall be paid within a reasonable period of time from when the employee submits the receipts.

**D. Safety Glasses**

If an employee’s department head determines there is a need for an employee to use safety glasses as part of his/her job, the employee may choose: 1) to be reimbursed up to \$200 per fiscal year for the purchase of prescription safety glasses. The employee must submit a receipt (which indicates the glasses purchased are for safety), or 2) go to the City’s provider and choose a pair of prescription safety glasses (up to \$200). If the employee chooses a pair of prescription safety glasses in excess of \$200, he/she must pay the difference directly to the provider.

**ARTICLE 14: BENEFIT PAYOFF UPON SEPARATION FROM CITY SERVICE**

**A. Vacation Pay-Off**

Employees who separate from City service shall be paid for accumulated vacation.

**B. Sick Leave Pay-Off**

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.

Only employees who have ten (10) or more continuous years of City service shall be eligible for sick leave pay-off upon separation from employment with the City. Employees with less than

ten (10) years of continuous service shall not be eligible to receive any pay-off for unused sick leave.

The rate of Sick Leave pay-off shall be calculated as follows: Three percent (3%) of accumulated sick leave per full year of service. Sick leave shall be calculated at the base rate of pay received by the employee at the time of his/her separation.

Each employee eligible to receive sick leave pay-off shall receive said pay at the time of separation.

**C. Pay for Employees Subject to Layoff**

In addition to the layoff provision of the Personnel Rules, an employee who is laid off shall receive severance pay of one day of their current salary, for each full year of service with the City, up to a maximum of ten (10) days of salary.

**CHAPTER 4 - WORK HOURS**

**ARTICLE 15: HOURS, WORKWEEKS AND WORK SCHEDULES**

**A. Workweek and Work Schedule**

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a 5/40 or 4/10 work schedule, it shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

1. A 5/40 schedule consists of a weekly work schedule of 5 consecutive workdays of 8 hours each.
2. A 9/80 schedule consists of alternate weeks of 4 consecutive workdays of 9 hours each, followed by 5 consecutive workdays, four of which consist of 9 hours each and 1 day of 8 hours.
3. A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 hours each.
4. With the exception of unpaid meal breaks, all work hours will be consecutive within the workday.

The department head retains the right to make de minimis changes to the start and end times of the employee(s) work schedule (i.e., changing the start and end time of an employee's

workday by 30 minutes or less from its regularly appointed time). In addition, a department head may make a schedule change by changing the start time of the employee(s) work schedule (one hour or less) by giving the employee and Association at least three (3) months' notice. The City may elect to meet and confer with the Association prior to implementing such a schedule change in lieu of providing the three (3) months' notice.

Nothing shall prohibit an employee and a department head from agreeing to a modified work schedule.

Any other changes to an employee(s) work schedule (including, but not limited to, changing the start and end time by greater than one hour) may be made by mutual agreement of the parties. In the event a major schedule change (i.e., from a 4/10 to a 9/80 or vice versa) is proposed within a department or city wide, to which the employee(s) has objections or concerns, the Association may request to meet and confer prior to the implementation of the new schedule and the City will meet within 14 calendar days.

#### **B. Hours of Operation**

Every general office of the City, except those to which special regulations apply, shall be kept open for business on all days of the year, except Saturdays, Sundays and holidays, continuously from 7:30 a.m. until 5:30 p.m. Employees shall be assigned a minimum of forty (40) hours per week, except in those departments operating under other Council approved schedules. Schedules which differ from the one prescribed in this section shall be filed with the Human Resources Director by the department head.

#### **C. Rest Periods**

Employees shall be allowed but not required to take a rest period of fifteen (15) minutes during the first half of their shift and another rest period of fifteen (15) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. Rest periods may not be combined with meal periods to extend an employee's meal period. The City may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

#### **D. Meal Periods**

Employees are required to take a meal period of up to one (1) hour per shift.

1. Meal periods are unpaid unless an employee is required by his/her supervisor to work through his/her meal period.
2. The amount of time for a meal period and the procedure for taking a meal period shall be determined by the department director or his/her designee.

## **ARTICLE 16: OVERTIME**

### **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. Under no circumstances may an employee work any time in addition to his/her regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from his/her supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on his/her time sheet, if an employee works such time it will be recorded.

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

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

For example, if an employee whose work schedule is 7:30 a.m. to 5:30 p.m. works until 5:48 p.m. he/she would record 9.3 hours for the day.

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

## **B. Earning Overtime and Assigning Overtime Work**

Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work, a) in addition to their regular work hours on a regular workday; b) on a day which is not their regular workday; or c) for working more than forty (40) hours in a workweek. If an employee uses leave on a particular workday and then works hours beyond his/her regular shift hours at his/her supervisor's request on the same day, the employee may receive overtime for those hours or, if he/she requests to flex his/her hours for that day so as to not use his/her leave time (and it is acceptable to the employee's supervisor) no overtime will be earned.

At the beginning of each calendar year, overtime assignments will be offered based upon seniority. In an effort to equitably distribute overtime, the employee in class who has worked the least amount of overtime year to date (calendar year) shall be offered the overtime first. Then the employee with the second least amount of overtime will be offered an overtime shift and so on. If two or more employees have worked the same amount of overtime within the calendar year, overtime will be offered on the basis of seniority in class.

In the event that no one volunteers for the overtime the least senior employee in class will be required to work the overtime. At the end of each year, the amount of overtime worked will be zeroed and the first overtime assignments in the new year will be offered as reflected above.

In the event an employee has worked more than 12 consecutive hours, a determination will be made by the employee's supervisor whether or not the employee shall be allowed to continue working. If the supervisor determines that the employee cannot safely work because he/she has worked longer than 12 consecutive hours and has not had a reasonable rest period, the employee can be allowed to perform other work for the remaining portion of his/her shift and receive his/her regular rate of pay. If, at the direction of the supervisor, the employee is sent home for all or part of his or her regular work shift, he/she shall receive his/her regular pay for the hours not worked.

If it is the employee who determines that he/she cannot safely continue to work, he/she shall be permitted to leave and will be able to use vacation, compensatory time or accrued personal holiday leave for hours occurring during the employee's regular work shift.

## **C. Compensatory Time**

Employees working overtime shall receive either pay or compensatory time off (CTO) at the department head's discretion (such that a Department Head may deny an employee to earn CTO at any time due to operational need) except for premium payments for working holidays which shall be at the employee's discretion. Employees can accumulate up to 60 hours of compensatory time. Since CTO is earned at 1.5 hours for each hour of overtime worked, 60 hours of CTO equates to 40 hours of overtime worked. Once an employee has 60 hours of

accumulated CTO, he/she cannot accumulate any additional CTO until his/her bank is below 60 hours. Employees will be cashed out of any accumulated CTO at their then existing regular rate of pay when they leave employment with the City or are promoted into a bargaining unit which does not have CTO for employees in the unit (e.g. a promotion to the Management and Professional Association).

An employee wishing to use his/her accumulated compensatory time must provide reasonable notice to his/her supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the employee's department. For purposes of this agreement, reasonable notice is defined as at least one calendar week. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

#### **ARTICLE 17: STAND-BY AND CALL BACK**

##### **A. Stand-by**

Employees in the unit may be required to be on standby for many different reasons. Being on standby means that the employee is required to promptly return to work after being called and be fit for duty and able to respond. Employees are not permitted to drink alcohol while on standby.

Employees on standby shall receive a cell phone from the City and will be required to respond to the call or text as quickly as possible. Upon responding, the employee will be instructed as to whether he or she is required to return to work and will be informed of the location to which he or she must respond. Response time will generally be the employee's normal commute time and any additional minimal time necessary to get ready to return to work. Standby lists shall be created monthly, at least one week in advance of any standby shift by volunteers first. If there are not enough volunteers to create a list, employees will then be added to the list by inverse order of seniority, which, for standby, is defined as time in classification. Employees will be permitted to trade stand-by shifts with their colleagues.

Employees required to be on standby, shall receive three (3) hours of pay per day of standby at straight-time. An employee who calls in sick for a day while on standby shall not receive standby pay for the day as he/she is unable to respond to a call for service.

##### **B. Call Back**

An employee called to work while off duty during hours which do not overlap his/her regular work hours shall receive a minimum of four (4) hours pay at time and one-half (1.5 times) the employee's regular rate of pay. However, if the hours when the employee is called back overlap his/her regular work hours, he/she shall receive his/her regular pay for those hours and only receive one and one half (1.5) times the regular rate of pay for the time which is not overlapping his/her regular work hours. If an employee is only required to communicate

electronically and not report to work, he/she will be paid for his/her actual time worked if not de minimis. An employee called back (outside his/her regular work hours) for more than four (4) hours shall receive pay at the rate of 1.5 times his/her regular rate of pay for each hour worked in excess of four (4).

## **CHAPTER 5 - LEAVES OF ABSENCE**

### **ARTICLE 18: SICK LEAVE**

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

1. **Accrual:** Each employee shall accrue 96 hours of sick leave for each completed year of employment. Employees shall accrue sick leave at the rate of approximately 3.69 hours for each complete biweekly period of employment. During years in which there are 27 pay dates, there will be no sick leave accrual on the 27<sup>th</sup> pay date. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.
2. **New Employment:** With the exception of employees who change positions within the unit by promotion, transfer or for some other reason (or promote from another full-time unit), sick leave accumulated shall not be available for use until an employee completes six months of service. During the first six (6) months of employment, an 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.
3. **Use of Sick Leave:** Accumulated sick leave may be used by an employee during a period of illness of the employee, child, step-child, parent, spouse, sibling or registered domestic partner. Up to half of the employee's annual accrual (48 hours) may also be used to care for a parent-in-law, grandchild or grandparent.
4. **Sick Leave Incentive:** After completion of one full year of service, employees who use twenty-seven (27) hours or less of sick leave each payroll year (defined as the year that ends at the end of the last full pay period in December where the pay day is also in December) may receive cash payment for up to 28 hours of the accumulated unused sick leave during the month of January of the following year. The sick leave shall be paid at the employees then existing rate of pay. Days not paid for or taken may be used in the future, or paid at separation in accordance with article 14B of this Agreement. Eligible sick leave for 2019 will be paid as provided in this paragraph (which will be paid in January 2020).

Effective for sick leave accrued in calendar year 2020 and every year thereafter, if an employee wants to cash out sick leave (because he/she has used twenty-seven (27) hours of sick leave or less), he/she must comply with the following: By December 15 (the first year being 2019) of

each year, employees may make an irrevocable election to cash out up twenty-seven (27) hours of sick leave which will be earned in the following calendar year. If the irrevocable election is not made, the employee will not have any of his/her sick leave cashed out in January of the year after it was accrued.

## **ARTICLE 19: VACATION**

### **A. Authorization For Taking Vacation**

With the exception of employees who change positions within the unit by promotion, transfers or for some other reason, or promotes from another full-time unit, vacation accumulated shall not be available for use until an employee completes six months of service. Upon completion of six months of service, every employee may take accumulated vacation if approved by the employee's department head or designee.

### **B. Accumulation**

Employees with fourteen (14) years of service or less may not accumulate more than 480 hours of vacation at any time.

Employees with more than fourteen (14) years of service may not accumulate more than 520 hours of vacation at any time.

Employees who reach his/her maximum vacation accumulation will stop accruing vacation until his/her balance falls below his/her maximum vacation accumulation.

Until December 31, 2019, upon the employee's request, an employee with 240 hours or more of accumulated vacation can request to receive a cash payment for up to 20 vacation hours earned but not taken during the payroll year. The payment will be made in January 2020 at which time the employee's vacation accrual will be reduced by the number of hours requested to be paid.

Effective for calendar year 2020 and every year thereafter: By December 15 (the first year being 2019) of each year, employees may make an irrevocable election to cash out up to twenty (20) hours 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 twenty (20) hours) they irrevocably elected to cash out on the first pay day in January of the following calendar year (the first year being 2021).

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.

**C. Request To Use Vacation**

An employee entitled to vacation shall make written request in the manner and within the time directed by the Appointing Authority. Every department head or designee shall establish a vacation schedule for each calendar year. The vacation schedule will generally be based on employee requests and seniority (which for purposes of use of vacation refers to the employee’s overall cumulative full-time service within the City) of the employees concerned. Vacation schedules are subject to the department head’s right to plan work under his/her control and to allow vacations when employees can be spared. Each year between November 1 and December 15 employees shall submit vacation requests for the next calendar year. The determination of which requests shall be granted shall be made by seniority with the City. Thereafter, requests shall be submitted throughout the year and the determination as to whether a request is granted or denied shall be made on a first come, first served basis. Seniority is only a factor when two or more employees request vacation at the same time. An employee with greater seniority cannot bump the vacation of a less senior employee whose vacation has already been approved. Employees shall be notified as soon as possible whether his/her request is approved, and if not, the employee may request alternate vacation days. Any request submitted shall be deemed “approved” unless denied in writing within 14 calendar days of its submission.

**D. Vacation Allowances**

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to employees at the rates indicated below:

FIRST 4 YEARS OF SERVICE <u>OF SERVICE</u>	AFTER 4 YEARS THROUGH 14 YEARS <u>OF SERVICE</u>	AFTER 14 YEARS <u>OF SERVICE</u>
3.07 Hours Bi-weekly 80 Hours/Yr	4.60 Hours Bi-weekly 120 Hours/Yr	6.13 Hours Bi-weekly 160 Hours/Yr

**ARTICLE 20: HOLIDAYS**

**A. Holidays**

Employees 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 and using paid leave for the entire day on such workdays):

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st 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

1. Every employee whose regular work schedule is Monday through Friday will observe holidays as follows:
  - a. If the holiday falls Monday through Friday, the employee will be granted a paid day off on the day on which the holiday falls.
  - b. If an employee is required to work on a holiday, the employee will be paid for the holiday, plus paid either 1½ times his or her regular rate of pay for the hours actually worked on the holiday or compensatory time at 1½ times the hours actually worked, at the employee's discretion subject to the maximum cap on accrual of compensatory time of 40 hours.
  - c. If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules, the employee shall receive a floating holiday in lieu of holiday pay. Floating holidays may be taken at each employee's discretion, subject to approval of the department head or designee. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. Department heads or designees will not act unreasonably in granting requests to use floating holidays. Employees may accrue up to four (4) floating holidays. If an employee has four (4) floating holidays on the books, he/she will not accrue a floating holiday per this paragraph unless he/she reduces the number of floating holidays by using floating holiday leave to reduce the number of floating holidays below four (4). Per Labor Code section 227.3, floating holiday hours cannot be cashed out.

2. If the January 1, July 4, November 11 and December 25 holidays fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on a Sunday, the following Monday shall be considered the holiday. Employees whose work schedule is different from the Monday through Friday schedule, shall receive holiday benefits in the following manner:
  - a. If the holiday falls on one of his/her workdays, he/she shall be given that day off with pay, if possible.
  - b. If the holiday falls on one of his/her days off, he/she shall be given one day off during the same pay period or receive compensation for one additional day's pay at the following rates: 5/40 = eight hours, 9/80 = 9 hours and 4/10 = 10 hours.
  - c. If a holiday falls on a day on which the employee is required to work, he/she will be paid for the holiday, plus either 1½ times his or her regular rate of pay for the hours actually worked on the holiday or compensatory time off at 1½ times the hours actually worked, at the department head's (or designee's) discretion.
3. All employees shall receive holiday pay for the number of hours that corresponds to their regular work day. (i.e., if the holiday falls on the employee's 8, 9 or 10 hour day, the employee shall receive 8, 9 or 10 hours of holiday pay, respectively).
4. For employees of the Library, on any other day on which the Library closes which are not listed on the holiday schedule, the employee may use vacation or compensatory time off to get paid for the day or, if approved by the employee's supervisor, come to work and perform duties approved by the employee's supervisor. An employee who has been employed for six months or less (who is not otherwise entitled to use vacation) will have the right to access vacation which has been earned (but which is not yet available for use) to be paid for all or part of the day when the Library is closed and they are unable to work.

## **B. Personal Holidays**

Upon hire, employees shall be credited with two personal holidays, which may be used within their first six months of employment. Employees shall be entitled to two additional paid holidays each fiscal year. Employees hired between July 1 and December 31 shall be entitled to two personal holidays for use that fiscal year. Employees hired between January 1 and March 31 shall be credited with one personal holiday for use by June 30 of the same year. Employees hired between April 1 and June 30 will not be credited with any personal holidays until the following fiscal year.

Employees shall earn personal holidays as follows: 5/40 = 16 hours, 9/80 = 18 hours, and 4/10 = 20 hours. At the beginning of each fiscal year, employees will be credited with additional personal holiday hours sufficient to bring the employee up to the cap of two personal holidays (maximum of 20 hours). Said holiday leave may be taken at the employees' discretion subject to supervisor and department head (or designee) approval. Employee shall request such holiday leave in writing. Department heads or designees will not act unreasonably in granting requests to use personal holiday leave.

Employees are encouraged to use personal holidays during the year they are earned. Employees may not have more than two personal holidays on the books at any time. If at the end of a fiscal year, an employee still has personal holidays on the books, for the following fiscal year, the employee will receive only that amount of personal holidays that will bring the balance to two personal holidays, in accordance with California Labor Code Section 227.3. Personal holidays cannot be cashed out at the end of the year.

#### **ARTICLE 21: BEREAVEMENT LEAVE**

Bereavement leave is an absence occasioned by the death of a family member, herein defined as a spouse, parent, grandchild, brother, sister, child, step-child, grandparent, in-law relations (father-in-law, brother-in-law, daughter-in-law, etc.) or registered domestic partner of the employee.

Up to a maximum of forty (40) hours of bereavement leave, per calendar year may be used in the event of the death of a family member. In the event an employee needs additional time off for this leave, he/she may use up to 40 hours of sick leave per calendar year.

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

#### **ARTICLE 22: INDUSTRIAL DISABILITY LEAVE**

##### **A. Salary Continuance**

All terms contained in this article and the determination thereof, shall be as defined by the provisions of Division 4 of the California Labor Code, Sections 3201 *et. seq.*

1. In the event of an accepted work-related injury claim, the City shall pay the gross salary, less legally required deductions, to the injured employee for a period not to exceed fourteen (14) calendar days. Employees shall not receive a monetary amount greater than they would receive if they had been working under normal conditions.

2. Should an injured employee's period of absence exceed fourteen (14) calendar days, payment under this article will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick leave, vacation leave and compensatory time, which when added to his/her temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accumulated leave while receiving temporary disability indemnity payments must notify the Human Resources Office.
3. An employee seeking these benefits may be required to be examined by City authorized physicians at the discretion of Risk Management and the Human Resources Director for the purpose of determining eligibility for this program.

#### **B. Benefits Continuation**

If an employee is on a leave without pay as a result of an industrial injury (meaning the employee is not using or does not have available accrued leaves to supplement TTD payments while on industrial leave), the City shall pay the CalPERS statutory minimum for that employee for the duration of the leave. Assuming the employee wants to be covered by medical, dental or optical insurance, the employee shall receive the cafeteria plan contribution and or cash back (described in Article 9) for one month for each full year of service up to a maximum of one year. If an employee chooses to opt out of insurance and receive cash as described above, he/she will be eligible to receive that cash for one month for each year of full service up to one year.

### **ARTICLE 23: JURY DUTY & WITNESS LEAVE**

#### **A. Jury Duty**

1. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.
2. If a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a phone message the night before if the employee finds out via a phone recording that he/she must report the next day.
3. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.

4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
5. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to change his/her work hours in order to report to jury service under the same provisions of 1-3 above.
6. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of 10 hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of their shift, an employee will be able to delay his/her usual start time to ensure a 10 hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

#### **B. Witness Leave**

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner other than one to which the employee is a party, or who is required to serve as a juror, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) 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. All fees to which the employee is entitled by law for such services 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.

#### **ARTICLE 24: LEAVE WITHOUT PAY**

Requests for leaves of absence without pay must be submitted to each employee's supervisor and approved by the employee's department head or designee and shall be used only if all appropriate accumulated 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 health benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department. Approval of leave for the Professional Development Program of article 25 is an exception to this article.

## **ARTICLE 25: PROFESSIONAL DEVELOPMENT PROGRAM - SABBATICAL LEAVE**

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

The granting of sabbatical leaves shall be at the sole discretion of the City Manager and not subject to a challenge, appeal or grievance if denied.

A Professional Development leave shall be at the employee's expense. Employees may elect to use paid accrued leave (with the exception of sick leave) at their option to receive compensation while on a leave of absence under this article. If no leave is used, the leave will be without pay. In addition, if this leave is granted, the employee shall be responsible for paying for all expenses associated with the leave.

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

1. Content of a leave program with a basic requirement that the program be designed to professionally develop the employee in a manner potentially beneficial to his/her city employment.
2. A plan for maintaining work continuity of the employee's duties and responsibilities during his/her absence, with emphasis placed on development of subordinates through training assignments.
3. Coordination with departmental priorities and workload.
4. Employee's performance record.

Sabbatical leaves shall be restricted to one (1) leave, up to ninety (90) calendar days, for each employee each five (5) years, with not more than five (5) employees in the unit participating in any one (1) year.

Each participant in Sabbatical Leave Programs shall submit to the City Manager reports summarizing his/her activities prior to final approval of such programs.

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

## **CHAPTER 6 - EMPLOYER-EMPLOYEE RELATIONS**

### **ARTICLE 26: 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.

### **ARTICLE 27: 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 the United States of America.

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

### **ARTICLE 28: CONTRACTING OUT**

#### **A. Bargaining Obligation and RFP's**

The City may wish to contract out work which is currently performed by bargaining unit members. If the City believes that existing members of the bargaining unit cannot perform work it needs completed due to the volume of such work or the timing in which it needs to be completed and therefore it needs to contract out for the performance of such work, it may request that the Association meet and confer as follows:

The Association agrees to meet and confer with the City within ten days of being requested to do so. The parties may mutually agree to a date beyond ten days. The purposes of the meeting(s) will be to determine if existing employees can perform any or all of the work for which the City needs in order to determine an accurate scope of the work for which it needs to contract out.



Following such meetings, if the City intends to contract out any work currently performed by bargaining unit members, the City agrees to inform the Association of its intention in writing.

Whether or not the City requests that the Association participate in meeting(s) as described above, if the City determines that it needs to proceed with the contracting out of bargaining unit work, it will provide the President of the Association with any Request for Proposal (RFP) submissions (if an RFP was sought) or responses from contractors showing the scope of work they will perform and the cost. The documents will be provided to the President of the Association within one calendar week of the last day to provide responses for the bidding of the work. The Association agrees that it has ten (10) calendar days (until 5:00 p.m. on the 10<sup>th</sup> calendar day) from receipt of the documents to advise the City (by email) that it wishes to meet and confer over the City's intended action. The parties also agree that the meet and confer process will begin within fifteen (15) calendar days from the date the City provides the Association with the written responses from the potential contractors.

**B. Emergency Contracting Out Not Requiring Meet and Confer**

An emergency permitting the City to contract out bargaining unit work without meeting and conferring with the Association can be declared only by the City Manager or if he/she is absent, the person authorized to act on his/her behalf. An emergency occurs when bargaining unit work cannot be provided by existing employees without endangering public health and/or the fiscal viability of the City. If work during a period of declared emergency can be provided by existing employees on an overtime basis in a manner that doesn't endanger public health or the fiscal viability of the City, it shall be performed by such existing employees on an overtime basis. An emergency can also be declared when due to a sudden, unexpected event that is beyond the City's control the short-term workload of bargaining unit work cannot be performed by existing employees. In such event an emergency can be called, but is limited to a period of 120 days.

**ARTICLE 29: ASSOCIATION RELATED BUSINESS**

**A. Association Representatives**

The Association shall submit a current list of Association representatives (Board members and alternates) to the Human Resources Director ("Director") or designee. Any changes to this list shall be submitted within ten (10) working days following such changes.

**B. Association Business Time Off**

The City shall allow the Association's Board, or a representative of their choice, reasonable time off without loss of compensation or other benefits while formally meeting and conferring with representatives of the City on matters within the scope of representation. This may

include, but is not limited to, attendance at Grievance Procedure meetings, to represent an employee in a disciplinary matter, and to attend Board meetings and training.

In addition, members of the bargaining team, prior to and during negotiations for a successor MOU, shall be granted reasonable release time. This includes reasonable release time to meet and confer with the Association's representative prior to a formal request to negotiate, in order to discuss contract enhancements and/or to craft a bargaining proposal package.

Employees must track their use of Association Business Time Off in the City's timekeeping system by using appropriate payroll codes so that the City can keep accurate, ongoing records of the amount of leave used for the year at any time.

**C. Use of City Facilities**

Representatives of the Association may use City facilities for general membership or Board meetings with the City as long as approval and prior clearance from the director or designee are obtained. The Association may hold meetings during the noon hour in facilities that are available, subject to the approval of the director or designee.

**D. Dues Deduction**

The City will deduct dues and assessments once each pay period, provided there is not more than one deduction per pay period, in an amount certified to be current and correct by the SUP President, from the pay of those employees who individually provide written authorization for dues and other such deductions. The City shall remit the deductions on a bi-weekly basis, when feasible. The total of all such deductions shall be remitted by the City to the SUP. This authorization shall remain in full force and effect until and so long as the SUP remains a formally recognized employee organization in the City.

**E. Bulletin Boards**

SUP may post no more than two (2) SUP documents at any one time on City bulletin boards, provided that such documents are not of a political or controversial nature, or anything reflecting adversely upon the City, its employees, or any labor organization representing any employees of the City as determined by the City Manager.

**ARTICLE 30: GRIEVANCE PROCEDURE**

The City and SUP 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 SUP that there has been a violation, misinterpretation or misapplication of the terms of this MOU or any past practice.

**B. Timeliness of a Grievance**

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

**C. Grievance Procedure**

The parties acknowledge that a grievance procedure is beneficial to resolve MOU disputes. It includes the following steps:

1. Step 1– Communication with the Human Resources Department: Whenever an employee or SUP believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, the employee or SUP 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 employee or the SUP representative to discuss the grievance or may respond in writing within fifteen (15) calendar days. If a meeting is scheduled, the Human Resources Director shall present his/her determination in writing within fifteen (15) calendar days of the meeting. The response will be sent by e-mail to the designated employee or SUP representative.
2. Step 2 –Advisory Arbitration: If the employee or SUP is not satisfied with the results of Step 1 (or the Human Resources Director does not respond within the time limits for a response), the employee or SUP may move the grievance to advisory arbitration. To do so, the employee or SUP 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 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 SUP representative or within ten (10) calendar days from the last date the response was due if no response is given.
3. Once received, the Human Resources Director shall, within thirty (30) calendar days, send a letter to the grievant (either the employee or SUP) 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.

4. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator and a court reporter (if the parties agree on the use of a court reporter) shall be split equally between the City and the grievant. If the employee is pursuing a grievance without the support of the SUP, the employee shall be responsible for one-half of the costs of the arbitration.
5. Once the arbitrator issues his/her advisory recommendation, it will be submitted to the City Manager.
6. The arbitrator shall provide copies of his/her recommendation to both parties' representatives. Within ten (10) calendar days from the receipt of the arbitrator's advisory recommendation, SUP (or the employee is 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 arbitrator's advisory recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the arbitrator's advisory 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.
7. The City Manager may accept, reject or modify the 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 arbitrator's recommendation, the brief statements (if any) on the arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the arbitrator.

### **ARTICLE 31: DISCIPLINE**

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes his/her probationary period, he/she shall only be subjected to discipline

(defined as termination, demotion, suspension, and reduction in pay) if the City can support its position by a preponderance of the evidence. Written reprimands, counseling memos and written warnings are not subject to this process. Although employees may be subject to such action, there is no right of appeal from such action. However, an employee may submit written comments thereon which shall be attached to the counseling (or other such document) in the employee's personnel file. The City acknowledges that discipline is intended to be corrective and not punitive in nature and will follow progressive discipline in order to address any misconduct.

#### **A. Pre-Action Due Process**

Prior to being subject to any discipline that results in the loss of pay an employee will first be served with a notice of intent to discipline by their manager or department head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence the City has relied upon in proposing the discipline. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.

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

At the *Skelly* meeting (assuming the employee wants to respond orally) the employee has the right to be represented. The *Skelly* meeting is not a hearing. It is an opportunity for the employee and/or his/her representative to respond to the notice of intent to discipline. The employee may be represented at the *Skelly* meeting by one on-duty SUP representative as well as by an attorney or professional representative if he/she chooses. Under no circumstances may the employee be represented by more than one SUP member at the *Skelly* meeting.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still discipline imposed which is covered by this procedure, the City representative shall issue a Notice of Discipline. Like the

notice of intent, the Notice of Discipline shall set forth the grounds, and facts and evidence supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The Notice of Discipline will also set forth the employee's appeal rights advising the employee that if he/she wishes to appeal the discipline, he/she must do so in writing by serving a Notice of Appeal to the Human Resources Director within seven (7) calendar days.

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

## **B. Disciplinary Appeals**

If an employee desires to appeal a disciplinary action, he/she (or the representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or his/her identified representative within ten (10) calendar days of receipt of the Notice of Appeal for the purpose of determining whether the parties can agree on an advisory arbitrator to hear the appeal. 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.

During the hearing the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator him/herself, and the court reporter shall be split equally between the City and the SUP unless SUP is not financially supporting the appeal by providing representation for the employee. In that case, the City will pay for the arbitration costs. Once the arbitrator issues his/her advisory recommendation he/she will submit it to the City Manager as well as both parties' representatives.

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the arbitrator's recommendation, both parties' representatives may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the arbitrator's recommendation, the City Manager shall issue and send his/her final written decision to the parties.

The City Manager may accept, reject or modify the arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the department head. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the arbitrator's recommendation, the brief statement (if any) on the arbitrator's recommendation submitted by the parties to the City

Manager, and the evidence, both documentary and testimonial, and arguments presented to the arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 which provides a 90-day statute of limitations.

### **ARTICLE 32: PERSONNEL FILES**

The City shall maintain only one personnel file for each employee. The personnel file shall be located in the City's Human Resources Office.

Employees shall be entitled to review the content of their personnel file (with the exception of background investigation material or any other document received in the hiring process that the City does not wish to provide the employee access to) at reasonable intervals provided that the employee schedules an appointment, at least twenty-four (24) hours in advance, during the regular hours of the Human Resources Office. No comments adverse to the interest of an employee, including but not limited to counseling, discipline, evaluation or performance documentation shall be placed in an employee's official personnel file without having first been shown to the employee, who shall be provided with a copy of said document upon request. An employee may prepare a written response to any such material and such response shall be filed with the original material.

### **ARTICLE 33: JOB DESCRIPTIONS**

The parties acknowledge that there is an occasional need to modify job descriptions or create new job descriptions for new or existing jobs to reflect current duties and changing ways of doing business. To that end, the City shall provide SUP with copies of proposed job descriptions or changes to existing job descriptions at least twelve (12) calendar days in advance of actually changing the job description or implementing a new job description. Within that 12 day period SUP will have the right to provide input in writing regarding the City's proposed changes. SUP's written response will include the specific changes it desires to the proposed job description and must be received within twelve (12) calendar days of receiving the proposed job description from the City. In addition to providing the written response, the Association may also request that the City meet and confer over the title of the classifications (if it is changing or is new) as well as the compensation, hours and other terms and conditions of employment. The Association must articulate its desire to meet and confer over the title, compensation, hours or other terms and conditions of employment within the same 12 day period from which it receives the proposed new or modified job description.

If the Association does request to meet and confer over title, compensation and other terms and conditions of employment it shall make itself reasonably available to do so. SUP must make itself available to meet within seven (7) calendar days. If SUP does not make itself available to meet or does not wish to meet within seven (7) calendar days, the City will implement its proposed changes to the job description.

The City values the need and desire for all employees to be aware of new job openings and to have the ability to apply for those positions. The City agrees to notify SUP when openings occur.

**ARTICLE 34: ADMINISTRATIVE CODE & PERSONNEL RULES AND REGULATIONS**

The parties agree that if the City wishes to modify any provision of the Administrative Code and/or Personnel Rules and Regulations which is within the scope of bargaining, SUP agrees to promptly come to the table to meet and confer over proposed changes.

**ARTICLE 35: 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 SUP shall meet and confer in good faith concerning such invalidation including whether a replacement benefit or provision is necessary and appropriate.

**FOR THE SUPERVISORS ASSOCIATION OF BEVERLY HILLS**

\_\_\_\_\_  
David Garrard

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Hillyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Octavio Morales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Bartizal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harry Kalindjian

\_\_\_\_\_  
Date



**FOR THE CITY OF BEVERLY HILLS**

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Shelley Ovrom

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Date

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Kirsten Rowe

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Date

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Michael Nettles

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Date

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Peter Brown

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Date

## EXHIBIT "A"

### LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION

- Central Storeroom Supervisor
- Customer Services Supervisor
- Drainage System Supervisor
- Electrical Communications Supervisor
- Special Events and Filming Coordinator
- Facilities Maintenance Supervisor
- Fleet Supervisor
- Field Supervisor
- General Park Maintenance Supervisor
- Market Manager
- Park Ranger Supervisor
- Park Services Supervisor
- Parking Supervisor
- Parking Technician Supervisor
- Recreation Supervisor
- Reprographics Supervisor
- Senior Recreation Supervisor
- Solid Waste and Storm Water Operations Supervisor
- Street Maintenance Supervisor
- Supervising Public Works Inspector
- Water System Production/Operations Supervisor
- Water System Supervisor

**EXHIBIT "B"**

**SUPERVISORS ASSOCIATION SALARY SCHEDULE  
Effective October 1, 2019**

<b>PAC #</b>	<b>CLASSIFICATION</b>	<b>SALARY SCHEDULE</b>	<b>SALARY RANGE</b>		
3575	Central Storeroom Supervisor	G-75	\$ 5,805	-	\$ 7,191
6175	Customer Services Supervisor	H-01	\$ 6,101	-	\$ 7,558
3650	Drainage System Supervisor	H-15	\$ 7,013	-	\$ 8,688
3657	Electrical Communication Systems Supervisor	H-27	\$ 7,903	-	\$ 9,790
5570	Special Events and Filming Coordinator	H-15	\$ 7,013	-	\$ 8,688
3707	Facilities Maintenance Supervisor	H-15	\$ 7,013	-	\$ 8,688
3655	Field Supervisor	H-15	\$ 7,013	-	\$ 8,688
3560	Fleet Supervisor	H-18	\$ 7,226	-	\$ 8,951
3735	General Park Maintenance Supervisor	H-36	\$ 8,643	-	\$ 10,707
5575	Market Manager	H-04	\$ 6,286	-	\$ 7,787
3745	Park Ranger Supervisor	H-07	\$ 6,477	-	\$ 8,023
3740	Park Services Supervisor	H-20	\$ 7,371	-	\$ 9,131
3590	Parking Supervisor	G-75	\$ 5,805	-	\$ 7,191
3595	Parking Technician Supervisor	H-19	\$ 7,298	-	\$ 9,041
5535	Recreation Supervisor	H-2	\$ 6,162	-	\$ 7,634
4600	Reprographics Supervisor	G-77	\$ 5,922	-	\$ 7,336
5530	Senior Recreation Supervisor	H-20	\$ 7,371	-	\$ 9,131
3625	Solid Waste and Stormwater Operations Supervisor	H-15	\$ 7,013	-	\$ 8,688
3645	Street Maintenance Supervisor	H-17	\$ 7,154	-	\$ 8,863
5130	Supervising Public Works Inspector	H-38	\$ 8,817	-	\$ 10,922
3510	Water System Production/Operations Supervisor	H-31	\$ 8,223	-	\$ 10,187
3503	Water System Supervisor	H-36	\$ 8,643	-	\$ 10,707

**SUPERVISORS ASSOCIATION SALARY SCHEDULE**  
**Effective October 1, 2020**

<b>PAC #</b>	<b>CLASSIFICATION</b>	<b>SALARY SCHEDULE</b>	<b>SALARY RANGE</b>		
3575	Central Storeroom Supervisor	G-75	\$ 5,921	-	\$ 7,335
6175	Customer Services Supervisor	H-01	\$ 6,223	-	\$ 7,709
3650	Drainage System Supervisor	H-15	\$ 7,153	-	\$ 8,862
3657	Electrical Communication Systems Supervisor	H-27	\$ 8,061	-	\$ 9,986
5570	Special Events and Filming Coordinator	H-15	\$ 7,153	-	\$ 8,862
3707	Facilities Maintenance Supervisor	H-15	\$ 7,153	-	\$ 8,862
3655	Field Supervisor	H-15	\$ 7,153	-	\$ 8,862
3560	Fleet Supervisor	H-18	\$ 7,370	-	\$ 9,130
3735	General Park Maintenance Supervisor	H-36	\$ 8,816	-	\$ 10,921
5575	Market Manager	H-04	\$ 6,412	-	\$ 7,943
3745	Park Ranger Supervisor	H-07	\$ 6,606	-	\$ 8,814
3740	Park Services Supervisor	H-20	\$ 7,518	-	\$ 9,314
3590	Parking Supervisor	G-75	\$ 5,921	-	\$ 7,335
3595	Parking Technician Supervisor	H-19	\$ 7,444	-	\$ 9,222
5535	Recreation Supervisor	H-2	\$ 6,285	-	\$ 7,786
4600	Reprographics Supervisor	G-77	\$ 6,040	-	\$ 7,483
5530	Senior Recreation Supervisor	H-20	\$ 7,518	-	\$ 9,314
3625	Solid Waste and Stormwater Operations Supervisor	H-15	\$ 7,153	-	\$ 8,862
3645	Street Maintenance Supervisor	H-17	\$ 7,297	-	\$ 9,040
5130	Supervising Public Works Inspector	H-38	\$ 8,993	-	\$ 11,141
3510	Water System Production/Operations Supervisor	H-31	\$ 8,388	-	\$ 10,391
3503	Water System Supervisor	H-36	\$ 8,816	-	\$ 10,921

**SUPERVISORS ASSOCIATION SALARY SCHEDULE**  
**Effective October 1, 2021**

<b>PAC #</b>	<b>CLASSIFICATION</b>	<b>SALARY SCHEDULE</b>	<b>SALARY RANGE</b>		
3575	Central Storeroom Supervisor	G-75	\$ 6,040	-	\$ 7,482
6175	Customer Services Supervisor	H-01	\$ 6,348	-	\$ 7,864
3650	Drainage System Supervisor	H-15	\$ 7,296	-	\$ 9,039
3657	Electrical Communication Systems Supervisor	H-27	\$ 8,061	-	\$ 9,986
5570	Special Events and Filming Coordinator	H-15	\$ 7,296	-	\$ 9,039
3707	Facilities Maintenance Supervisor	H-15	\$ 7,296	-	\$ 9,039
3655	Field Supervisor	H-15	\$ 7,296	-	\$ 9,039
3560	Fleet Supervisor	H-18	\$ 7,518	-	\$ 9,313
3735	General Park Maintenance Supervisor	H-36	\$ 8,992	-	\$ 11,140
5575	Market Manager	H-04	\$ 6,540	-	\$ 8,102
3745	Park Ranger Supervisor	H-07	\$ 6,738	-	\$ 8,347
3740	Park Services Supervisor	H-20	\$ 7,669	-	\$ 9,500
3590	Parking Supervisor	G-75	\$ 6,040	-	\$ 7,482
3595	Parking Technician Supervisor	H-19	\$ 7,593	-	\$ 9,406
5535	Recreation Supervisor	H-2	\$ 6,411	-	\$ 7,942
4600	Reprographics Supervisor	G-77	\$ 6,161	-	\$ 7,632
5530	Senior Recreation Supervisor	H-20	\$ 7,669	-	\$ 9,500
3625	Solid Waste and Stormwater Operations Supervisor	H-15	\$ 7,296	-	\$ 9,039
3645	Street Maintenance Supervisor	H-17	\$ 7,443	-	\$ 9,221
5130	Supervising Public Works Inspector	H-38	\$ 9,173	-	\$ 11,363
3510	Water System Production/Operations Supervisor	H-31	\$ 8,556	-	\$ 10,599
3503	Water System Supervisor	H-36	\$ 8,992	-	\$ 11,140

**SUPERVISORS ASSOCIATION SALARY SCHEDULE**  
**Effective October 1, 2022**

<b>PAC #</b>	<b>CLASSIFICATION</b>	<b>SALARY SCHEDULE</b>	<b>SALARY RANGE</b>		
3575	Central Storeroom Supervisor	G-75	\$ 6,160	-	\$ 7,631
6175	Customer Services Supervisor	H-01	\$ 6,475	-	\$ 8,021
3650	Drainage System Supervisor	H-15	\$ 7,442	-	\$ 9,220
3657	Electrical Communication Systems Supervisor	H-27	\$ 8,386	-	\$ 10,389
5570	Special Events and Filming Coordinator	H-15	\$ 7,442	-	\$ 9,220
3707	Facilities Maintenance Supervisor	H-15	\$ 7,442	-	\$ 9,220
3655	Field Supervisor	H-15	\$ 7,442	-	\$ 9,220
3560	Fleet Supervisor	H-18	\$ 7,668	-	\$ 9,499
3735	General Park Maintenance Supervisor	H-36	\$ 9,172	-	\$ 11,362
5575	Market Manager	H-04	\$ 6,671	-	\$ 8,264
3745	Park Ranger Supervisor	H-07	\$ 6,873	-	\$ 8,514
3740	Park Services Supervisor	H-20	\$ 7,822	-	\$ 9,690
3590	Parking Supervisor	G-75	\$ 6,160	-	\$ 7,631
3595	Parking Technician Supervisor	H-19	\$ 7,745	-	\$ 9,594
5535	Recreation Supervisor	H-2	\$ 6,539	-	\$ 8,101
4600	Reprographics Supervisor	G-77	\$ 6,284	-	\$ 7,785
5530	Senior Recreation Supervisor	H-20	\$ 7,822	-	\$ 9,690
3625	Solid Waste and Stormwater Operations Supervisor	H-15	\$ 7,442	-	\$ 9,220
3645	Street Maintenance Supervisor	H-17	\$ 7,592	-	\$ 9,405
5130	Supervising Public Works Inspector	H-38	\$ 9,356	-	\$ 11,591
3510	Water System Production/Operations Supervisor	H-31	\$ 8,727	-	\$ 10,811
3503	Water System Supervisor	H-36	\$ 9,172	-	\$ 11,362