MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF BEVERLY HILLS

AND

THE BEVERLY HILLS CONFIDENTIAL EMPLOYEES ASSOCIATION

OCTOBER 1, 2019 – OCTOBER 6, 2023
TABLE OF CONTENTS

CHAPTER 1 - INTRODUCTION ................................................................. 1
ARTICLE 1: INTEGRATION .................................................................. 1
ARTICLE 2: RECOGNITION CLAUSE .................................................. 1
ARTICLE 3: TERM .............................................................................. 1

CHAPTER 2 - COMPENSATION ......................................................... 1
ARTICLE 4: SALARY ........................................................................... 1
ARTICLE 5: OVERPAYMENT .............................................................. 2
ARTICLE 6: APPOINTMENT AND ADVANCEMENT ............................. 2
   A. Probationary Period, Step Placement and Advancement ............ 2
   B. Employment at Other Than the First Step ................................ 3
   C. Application Of Salary Steps To Reclassifications And Promotions .. 3
   D. Special Merit Step Advancement ............................................. 3
   E. Special Assignment Increase .................................................. 4
   F. Part-Time Employment ........................................................... 4
   G. Superior-Subordinate Relationship ....................................... 4
   H. Filling Position Out Of Classification (FPOC) ......................... 4
ARTICLE 7: DEFERRED COMPENSATION ......................................... 5
ARTICLE 8: WELLNESS PAY ......................................................... 5

CHAPTER 3 - BENEFITS .................................................................. 7
ARTICLE 9: RETIREMENT ................................................................. 7
   A. For “Classic Member” Employees ........................................... 7
   B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA) .............................................. 8
   C. Additional Optional Benefits For All Employees ..................... 9
ARTICLE 10: HEALTH BENEFITS .................................................... 10
   A. Cafeteria Plan and Benefits .................................................. 10
   B. Flexible Spending Accounts (FSA) ....................................... 12
ARTICLE 11: RETIREE MEDICAL INSURANCE .................................. 13
   A. For Employees in the Unit Employed On December 31, 2009 ....... 13
   B. For Employees in the Unit Hired Between July 1, 1981 and December 31, 1999 ................................................................. 13
   C. For Employees Hired or Promoted into the Unit Between January 1, 2000 and December 31, 2009 ........................................... 13
   D. For Employees Hired On or After January 1, 2010 ................. 14
ARTICLE 12: OTHER INSURANCE .................................................... 15
   A. City -Provided Insurance ..................................................... 15
   B. Optional Additional Life Insurance ....................................... 15
ARTICLE 13: BENEFIT PAY-OFF UPON SEPARATION FROM CITY SERVICE ................. 15
A. Vacation Payment ................................................................. 15
B. Sick Leave Payment ............................................................ 15
C. Severance Payment .............................................................. 16

CHAPTER 4 - WORK HOURS .......................................................... 16
ARTICLE 14: HOURS OF WORK/WORK SCHEDULES ..................... 16
  A. Rest Periods ........................................................................... 16
  B. Meal Periods ......................................................................... 17
  C. Job Sharing .......................................................................... 17
ARTICLE 15: OVERTIME ............................................................... 17
  A. Accurately Reporting Time Worked ......................................... 17
  B. Earning Overtime and Assigning Overtime Work .................... 18
  C. Compensatory Time Off ....................................................... 18
  D. Call Back ............................................................................. 19

CHAPTER 5 - LEAVES OF ABSENCE ............................................. 19
ARTICLE 16: SICK LEAVE ............................................................ 19
ARTICLE 17: VACATION ............................................................... 20
  A. Authorization For Taking Vacation ........................................ 20
  B. Vacation Accrual ................................................................. 20
  C. Maximum Accrual of Vacation .............................................. 21
  D. Holidays During Vacations .................................................. 22
  E. Limit On Payment ............................................................... 22
ARTICLE 18: PAID TIME OFF ....................................................... 22
ARTICLE 19: HOLIDAYS ............................................................... 22
  A. Accrual and Use of Holidays ............................................... 22
  B. Personal Holiday ............................................................... 23
  C. Potential Work on a Holiday ................................................ 24
ARTICLE 20: BEREAVEMENT LEAVE ......................................... 24
ARTICLE 21: INDUSTRIAL DISABILITY LEAVE ......................... 24
ARTICLE 22: WITNESS AND JURY DUTY LEAVE ....................... 25
  A. Jury Duty ............................................................................ 25
  B. Witness Leave ................................................................. 25
ARTICLE 23: LEAVE WITHOUT PAY ........................................... 25

CHAPTER 6 - EMPLOYER-EMPLOYEE RELATIONS ......................... 26
ARTICLE 24: GRIEVANCE PROCEDURE ...................................... 26
  A. Definition of a Grievance .................................................... 26
  B. Timeliness of a Grievance ................................................... 26
  C. Grievance Procedure .......................................................... 26
ARTICLE 25: DISCIPLINE ............................................................. 28
  A. Pre-Action Due Process ...................................................... 28
CONFIDENTIAL EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

CHAPTER 1 - INTRODUCTION

The Beverly Hills Confidential Employees Association, a formally recognized employee organization, representing all its members within the Confidential Unit 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 either agreement or MOU) on matters within the scope of representation. The parties agree that all bargaining unit members are confidential employees under the law and applicable City Council resolution.

ARTICLE 1: INTEGRATION

This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code § 35051. and supersedes all prior written and verbal agreements between the parties hereto. The word “day” in this agreement refers to calendar days unless specifically designated as working days.

ARTICLE 2: RECOGNITION CLAUSE

The Association represents all employees in the City of Beverly Hills designated as Confidential. A list of all of the classifications represented by the Association is attached to this MOU as Exhibit A.

ARTICLE 3: TERM

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 4: SALARY

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%).

**ARTICLE 5: 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 then provide the employee with documentation reflecting the overpayment. The City will work with the employee to reconcile the overpayment, and if overpaid will work to create a repayment schedule.

**ARTICLE 6: APPOINTMENT AND ADVANCEMENT**

A. **Probationary Period, Step Placement and Advancement**

1. **Probationary Period:** The probationary period for all positions in the bargaining unit shall be one year.

2. **Employee Placement and Advancement:** Employees will be appointed into a position that is on the salary schedule with a prescribed range. Normally, employees shall be appointed in the first step and shall be eligible to be advanced through the five (5) basic steps in their allocated schedules as follows:

   a. **For employees starting at Steps 1 through 4 of the salary range:** After one (1) year of satisfactory service and each year annually thereafter, 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 the 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.

   b. All increases are recommended by the employee’s supervisor and the Appointing Authority (each employee’s department head or designee), and is approved by the Human Resources Director.
c. 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. Employment At Other Than The First Step

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

C. Application Of Salary Steps To Reclassifications And Promotions

When a position in the unit is reclassified upward to a class having a higher salary, the employee in the position shall be appointed to the reclassified position, providing that the employee meets the qualifications established for the reclassified position.

In the event an employee is promoted or reclassified upward, the employee shall be placed at the lowest step of the new classification that provides the employee at least five percent (5%) more than the base pay rate the employee was receiving prior to being promoted. In no event shall the promoted employee be placed above the top step of the new range. 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.

When a position is reclassified downward to a class having a lower salary or is determined by the Council to be excessively compensated, the employee in that position can be appointed to the reclassified position and the salary of the incumbent shall be “Y”-rated, which shall freeze the employee’s salary and prevent salary advancement for such position until the schedule for the reclassified position’s classification provides a step which exceeds the salary paid to the incumbent. No reduction of salary rate shall result from “Y”-rating.

Benefits and leave rights shall be available to all employees on probation as a result of accepting a promotion, if such employee has completed his/her or her initial probation or at least twelve (12) months of probationary service in City service.

D. Special Merit Step Advancement

The City Manager may, upon the recommendation of the appointing authority and the Human Resources Director, authorize the advancement of an employee to any of the four (4) steps earlier than the employee would normally be eligible for length of service merit step advancement. 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. A special merit step advancement shall affect the anniversary date of an employee causing it to change to the effective date of the special increase.

E. Special Assignment Increase

A special assignment increase may be granted (upon approval of the Human Resources Director) to an employee by an Appointing Authority 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.

F. Part-Time Employment

Part-time appointment (defined as any appointment of less than a 40 hour full time assignment) to a position in any authorized classification shall be made at the first step of the appropriate salary schedule. In the event an appointment is made at other than Step I the procedure relative to regular appointments shall be followed. Part-time employees shall receive a prorated share of benefits based upon the regularly assigned work hours; said hours to be determined at the time of appointment.

G. 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, a 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 of the highest paid subordinate.

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

H. Filling Position Out Of Classification (FPOC)

Every regular employee temporarily assigned to and working in a classification with a salary range above that of the employee’s regularly assigned position as the result of
special departmental need shall be paid FPOC pay while so assigned at a step within the range for the higher classification, after serving eighty hours in any calendar year in the higher classification. When an employee meets these requirements, the employee shall receive the higher of (a) 5% above the pay rate of his/her regular classification or (b) the first step of the salary schedule for the higher classification. Under no circumstances will a rate higher than the fifth step of the higher salary schedule be paid. No position may be filled out of classification unless established departmental procedures are followed and authorization from the Department Head is obtained. Probationary employees are not eligible to fill a position out of classification.

To be eligible for compensation for filling a position out of classification, the employee has to possess the minimum qualifications 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. Before FPOC status is attained, the necessary forms shall be approved by the Department Head or designee and Human Resources Director. Employees assigned to fill positions out of classification shall not acquire status or credit for service in the higher classification and may be returned to their regularly assigned position at any time. Employees receiving FPOC pay shall not receive the pay when on vacation or sick leave for two 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.

ARTICLE 7: DEFERRED COMPENSATION

The City shall contribute $60.00 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 described in Article 10 may not be deferred to the employee’s accounts under the City’s deferred compensation plans. The employee may, however, be able to elect to increase his/her deferrals to the City’s retirement plans from his/her regular wages.

ARTICLE 8: 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 shall cost share 1.0%, the maximum amount. Rate increases will be applied to the one thousandth of a percent. If there is rounding necessary, the City will round up.

If the City’s Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate is lower than the City’s Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate, the employees will cost share, on an ongoing basis, the amount they started to cost share at the beginning of the pay period including October 1, 2021, but it will not be reduced. If the City’s Fiscal Year 2022-2023 Employer Miscellaneous Normal Cost Rate is higher than the City’s Fiscal Year 2021-2022 Employer Miscellaneous Normal Cost Rate, the employees will cost share as described above effective October 1, 2022 on an ongoing basis, but not in addition to the amount of the cost share the employees will be paying 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.

CHAPTER 3 - BENEFITS

ARTICLE 9: 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 PEPRA 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 the CalPERS provides for the “Single Highest Year” retirement benefit for miscellaneous employees of which “classic member” employees are included pursuant to 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. **Military Buy Back:** The City’s contract with the CalPERS provides for the military buy back option to a maximum of four (4) years buy back time. The entire cost of this buy back shall be borne by those employees taking advantage of this buy back option.

2. **1959 Survivor’s Benefit:** The City’s contract with CalPERS provides Level 4 coverage under the 1959 Survivor’s Benefit pursuant to Government Code section 21574.

3. **Pre-Retirement Option 2 Benefit:** The City’s contract with CalPERS provides the Pre-Retirement Optional Settlement 2 Benefit as set forth in Government Code section 21548 for employees.

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.
ARTICLE 10: 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.

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.

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.

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 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 coverage of eligible employees and retirees. Eligible new hires are covered under the program on the first day of the month following the employee’s hire date.

The City contributes the PERS statutory minimum on behalf of each employee 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 (“ACA”).

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 similar 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 similar 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 total 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 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.
1. **Benefits if on an Industrial Leave:** In the event an employee is on a leave without pay as a result of an industrial injury, the City shall pay the PERS statutory minimum for that employee (assuming the employee wants medical, dental or optical coverage from the City) for the duration of the leave. In addition, outside of PEMHCA, assuming the employee wants to be covered by medical, dental or optical insurance the employee shall receive his/her additional cafeteria plan contribution (up to the maximum amount provided above) amount for one month for each year of full service up to 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 11: RETIREE MEDICAL INSURANCE**

**A. For Employees In the Unit Employed On December 31, 2009**

All employees in the unit employed on December 31, 2009, who remain employed in the bargaining unit after that date and retire from City service shall continue to be eligible to receive the same level of retiree medical benefits they were eligible to receive before January 1, 2010. For retirees participating in the CalPERS medical insurance program, the City will pay the statutory minimum. In addition, the City will provide benefits through a medical reimbursement program. In accordance with the tax rules, retirees will not be permitted to participate in the cafeteria plan.

**B. For Employees Hired Between July 1, 1981 and December 31, 1999**

For bargaining unit members hired between July 1, 1981 and December 31, 1999, and for retirees who retired (service retirement only) between July 1, 1981 and December 31, 1999, the City shall continue to pay the difference between the PERS statutory minimum and the actual cost of the medical insurance premium up to the one party rate of the PERS Care Plan. (The employee will receive a check for the difference between the one party rate of the PERS Care Plan and the PERS statutory minimum.)

**C. For Employees Hired or Promoted into the Unit Between January 1, 2000 and December 31, 2009**

To qualify for this benefit, an employee shall:

1. Complete a minimum of 5 years of full-time employment with the City of Beverly Hills; and

2. Receive a service retirement from the City of Beverly Hills; and
3. Not perform any paid work for a PERS contracting agency following retirement from the City of Beverly Hills with the exception of work below 960 hours per fiscal year.

Upon these conditions, the City shall continue to pay a part or all of the difference between the PERS statutory minimum and the actual cost of the medical insurance up to the one party rate of the PERS Care plan at the following rate:

1. The City will pay 25% of the difference;

2. The City will pay an additional 5% of the difference for each year of employee service with the City of Beverly Hills, from the sixth year through the twentieth year. Thus, for example, an employee who retires with 20 or more years of service with the City of Beverly Hills will be entitled to receive 100% of the difference.

The City will not pay more than 100% of the cost of a retiree’s medical insurance premium.

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.

D. For Employees Hired On Or After January 1, 2010

Employees hired into the unit on or after January 1, 2010, who retire from the City, will receive the PERS statutory minimum paid by the City.

In addition, 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 promote into the unit 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 as addressed above.

When such employees retire, they will be able to purchase health insurance by contributing the additional costs for PERS medical, dental and optical insurance they choose.
ARTICLE 12: OTHER 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: Disability insurance policy provides two thirds (2/3) of monthly salary up to a maximum of up to $7,500.00 per month, except as may be provided under the applicable plan document. This plan has a 30-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 a deduction from their paycheck.

ARTICLE 13: BENEFIT PAY-OFF UPON SEPARATION FROM CITY SERVICE

A. Vacation Payment

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

B. Sick Leave Payment

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

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.
Employees with at least ten (10) but less than fifteen (15) years of continuous service shall be eligible to receive payment for accumulated sick leave at the rate of three percent (3%) per full year of service. For employees with fifteen (15) or more years of continuous service, the rate for accumulated sick leave is four percent (4%). However, the maximum rate of sick leave payoff shall not exceed 100%. Sick leave shall be calculated at the rate of pay, including all bonuses, received by the employee at the time of his/her separation. For example, an employee with twelve full years of continuous City service at the time of separation would receive a pay-off for thirty-six percent (36%) (12 x 3%) of his/her accumulated sick leave, and an employee with eighteen years of continuous City service at the time of separation would receive a pay-off for seventy-two percent (72%) (18 x 4%) of his/her accumulated sick leave.

C. Severance Payment

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

CHAPTER 4 - WORK HOURS

ARTICLE 14: HOURS OF WORK/WORK SCHEDULES

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working the 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. Every employee is required to work a forty (40) hour workweek, unless otherwise provided by the City Manager.

A. 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 ordinarily shall not 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.

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

C. Job Sharing

Job sharing is where two employees work the equivalent of one full-time position with the regular work schedule for the position and receive pro-rata benefits. Requests for job sharing will be evaluated on a case-by-case basis subject to an agreement between the City and the Association.

ARTICLE 15: OVERTIME

A. Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. Employees shall submit all timesheets by the deadline established by the Payroll Division of the Finance Department. If an employee worked time that was not captured in the initial time sheet, the employee shall report the change to their supervisor. 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

All employees in this unit will be eligible to earn overtime for hours worked in excess of forty (40) in his/her workweek. Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work more than forty (40) hours in a workweek. All paid leave shall be regarded as hours worked for purposes of calculating overtime.

C. Compensatory Time Off

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). Employees can accumulate up to 40 hours of compensatory time. Since CTO is earned at 1.5 hours for each hour of overtime worked, 40 hours of CTO equates to 26.66 hours of overtime worked. Once an employee has 40 hours of accumulated CTO, he/she cannot accumulate any additional CTO until his/her bank is below 40 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.
D. Call Back

An employee who is called back to work while off duty shall receive a minimum of two hours of pay as long as the hours which are worked are not adjacent to the employee’s regular hours. For hours worked before the shift where the employee continues to work into their regular shift, this is not a call back. Rather, the employee will be paid for the actual hours worked. For hours worked after an employee’s regular shift ends, the minimum call back pay shall apply if the call back occurs fifteen (15) minutes or more after the employee’s shift has ended.

For example, if an employee normally works from 8:00 a.m. to 6:00 p.m. Monday through Thursday and 8:00 a.m. to 5:00 p.m. every other Friday, and the employee is called back to work at 7:00 p.m. on any evening, he/she will receive a minimum of two hours of pay. Alternatively, if an employee with the same schedule is called back to work at 7:00 a.m. on any day between Monday through Thursday or on his/her working Friday, he/she would not receive call back pay, rather, would receive pay for the actual time worked.

CHAPTER 5 - LEAVES OF ABSENCE

ARTICLE 16: SICK LEAVE

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

1. **Accrual:** Each employee shall accrue 96 hours of 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 27th pay date. Payroll division records are the final authority for settling disputes regarding accrued and accumulated sick leave.

2. **Eligibility for Use:** 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), 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. **Sick Leave Usage:** Sick leave may be used by the employee when he/she is ill or during a period illness by a child, step child, parent, step parent, spouse 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 year of service, employees who use twenty-eight (28) 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 convert up to 28 hours of the accumulated unused sick leave to cash during the month of January of the following year. Days not paid for or taken may be used in the future, or paid at separation in accordance with the sick leave buy-back program as referenced in Article 13 of this MOU. 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-eight (28) 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-eight (28) 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 17: VACATION**

A. **Authorization For Taking Vacation**

With the exception of employees who change positions within the unit by promotion, transfer or for some other reason (or promotes from another full-time unit), no employee may take accrued vacation until the employee completes six months of service. All vacation use must be approved by the employee’s Appointing Authority. Employees who change positions within the unit by promotion, transfer or for some other reason are eligible to take vacation during their probationary period.

An employee entitled to vacation shall make written application in the manner and within the time directed by the Appointing Authority. Every Appointing Authority shall establish a vacation schedule for each calendar year based as far as possible upon applications 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 but subject to his/her right to plan work under his/her control and to allow vacations when employees can be spared. He/she shall notify every employee as soon as possible whether his/her application is approved, and if not, of the period which is substituted.

B. **Vacation Accrual**

Vacation accrual shall be calculated on the basis of hours. Vacation credit shall accrue biweekly to every member of the bargaining unit at the rates indicated below:
C. Maximum Accrual of Vacation

Employees with fourteen years of service or less may not accumulate more than 480 hours of vacation. Employees with 480 hours of vacation on the books will not continue to accrue vacation until their balance falls below 480 hours.

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, an employee with 240 hours or more of accumulated vacation can request to receive a cash payment for up to 80 vacation hours earned but not taken during the payroll year (defined as the last pay period in December with a pay day also occurring in December). The payment will be made in January of 2020; at the same 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 eighty (80) 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 eighty (80) 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.
D. Holidays During Vacations

When a holiday falls within an employee’s vacation, the day will count as a holiday, not vacation.

E. Limit On Payment

No employee shall be paid any more for his/her vacation period than he/she would have received if he/she had worked.

ARTICLE 18: PAID TIME OFF

Each employee will be granted 27 hours of additional Paid Time Off (PTO) at the beginning of each calendar year.

Employees will accrue a pro-rata amount of PTO each pay period during the year. However, during the year, an employee may use PTO that he/she has already accrued or will accrue for the remainder of the year. If an employee leaves the City’s employ in the middle of the year, he/she will only be able to cash out the amount of PTO he/she has accrued up to the date of his/her separation from City service. Employees will receive cash payment for the PTO hours not taken as time off during the calendar year. Payment will be made in January of the following year.

ARTICLE 19: HOLIDAYS

A. Accrual and Use of Holidays

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
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<tr>
<td>Martin Luther King Day</td>
<td>3rd Monday in January</td>
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<tr>
<td>Presidents’ Day</td>
<td>3rd Monday in February</td>
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<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
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<tr>
<td>Independence Day</td>
<td>July 4</td>
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<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
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<tr>
<td>Veterans’ Day</td>
<td>November 11</td>
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<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
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<td>Day after Thanksgiving</td>
<td>Day after the 4th Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
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</table>
1. Every employee whose regular work schedule is a five (5) day per week or a 9/80 or 4/10 schedule, Monday through Friday, will observe holidays as follows:

   a. If the holiday falls Monday through Friday, one work day off is granted with pay on the day on which the holiday falls.

   b. If the following holidays (January 1, July 4, November 11, and December 25) fall on a Saturday, the preceding Friday shall be considered the holiday; if the holiday falls on Sunday, the following Monday shall be considered the holiday. If any holiday falls on a day which is an off work day for employees working an alternate work schedule, the employee shall receive a floating holiday in lieu of the holiday. Floating holidays may be taken at each employee’s discretion, subject to approval of the Appointing Authority 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. Appointing Authorities or designees will not act unreasonably in granting requests to use floating holidays. Employees may accrue up to five (5) floating holidays. If an employee has five (5) 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 five (5). Per Labor Code section 227.3, floating holiday hours cannot be cashed out.

B. Personal Holiday

All unit 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.

The hours of personal holidays will be based on the number of hours the employee is scheduled to work based upon his/her regular work schedule. 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 18 hours for employees working a 9/80 work schedule and 20 hours for employees working a 4/10 work schedule).

Department heads or designees will not act unreasonably in granting requests to use personal holidays. 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.

C. Potential Work on a Holiday

Because of operational need employees may be required to work on a holiday. An employee who is required to work on a holiday by his/her supervisor will be paid his/her holiday pay for the day. In addition, the employee will receive straight time pay for any hours he/she works on the holiday.

ARTICLE 20: 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 or registered domestic partner of the employee.

Up to a maximum of forty (40) hours of bereavement leave, per calendar year, (regardless of the number of family member deaths) may be used in the event of the death of a family member. In the event an employee needs additional time off for this purpose, 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 21: INDUSTRIAL DISABILITY LEAVE

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

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 ten (10) working days. Employees covered under this program shall not receive a monetary amount greater than they would receive if they had been working under normal conditions.

Should an injured employee’s period of absence exceed ten (10) working days, payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick and vacation which when added to his/her temporary disability indemnity payments will add up to full salary. An employee who elects not to utilize accrued leave while receiving temporary disability indemnity payments must notify the Human Resources Office.
An employee seeking these benefits may be required to be examined by city authorized physicians at the discretion of the Human Resources Director and Risk Management Division of Administrative Services for the purpose of determining eligibility for this program.

ARTICLE 22: WITNESS AND JURY DUTY 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 or more 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.

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, shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) an employee shall be allowed time off, but with loss of pay, if the employee is a party to the matter for reasons other than actions within the scope of the employee’s current or past public employment. This section is not applicable to those employees participating in judicial or quasi-judicial proceedings that are within the scope of their employment.

ARTICLE 23: LEAVE WITHOUT PAY

Requests for leaves of absence without pay must be submitted to each employee’s supervisor and approved by the employee’s Appointing Authority or designee and shall be used only if all
appropriate accrued leaves (e.g., sick leave may not be exhausted if the leave is not for a medical purpose) have been exhausted. Employees on leave of absence without pay shall not accrue vacation, leave rights, nor shall the City pay for any benefits, except as required by law. Decisions whether to grant such a leave will be made based on operational needs of the Department.

CHAPTER 6 - EMPLOYER-EMPLOYEE RELATIONS

ARTICLE 24: GRIEVANCE PROCEDURE

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

A. Definition of a Grievance

An allegation by an employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this MOU 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 Association) knew or should have known of the occurrence.

C. Grievance Procedure

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

1. Step 1 - Communication with the Human Resources Department:
   Whenever an employee or Association believes that there has been a violation, misinterpretation or misapplication of the terms of this MOU, the employee or Association shall inform the 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 Association representative to discuss the grievance or may respond in writing within thirty (30) calendar days. If a meeting is scheduled, the Human Resources Director shall present his/her determination in writing within thirty (30) calendar days of the meeting. The response will be sent by e-mail to the designated employee or Association representative.
Following receipt of the response at Step 1 of the grievance procedure, the Association may request that the City agree to submit the grievance to mediation. If the City agrees, then a mediator will be requested by either party from the State Mediation and Conciliation Service. Following completion of the mediation, if the grievance is not resolved, the Association shall have ten (10) calendar days to submit the grievance to Step 2 as described below.

2. **Step 2 – Advisory Arbitration:** If the employee or Association 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 Association may move the grievance to advisory arbitration. To do so, the employee or Association must present, in writing, to the Human Resources Director a document setting forth the alleged violation, misinterpretation or misapplication of the terms of this MOU 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 Association 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) days send a letter to the grievant (either the employee or Association) advising the grievant as to who the City’s representative will be. The grievant shall then contact the City’s representative for the purpose of determining whether the parties can agree on an arbitrator to hear the grievance. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Director or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

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 equally split between the City and the grievant. If the employee is pursuing a grievance without the support of the Association, the employee shall be responsible for one-half of the costs of the arbitration.

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, the Association (or the employee, if proceeding on his/her own) and the applicable department head may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the arbitrator’s advisory recommendation is correct or not and why.

7. 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 City Manager may accept, reject or modify the arbitrator’s advisory recommendation 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 advisory recommendation, the brief statements (if any) submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the arbitrator. The Human Resources Department shall provide copies of the City Manager’s decision to the grievant and the applicable department head within the same thirty-five (35) calendar days. 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.

ARTICLE 25: 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, which shall occur in a reasonable time.

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 Association 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 Association 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, facts and evidence supporting the discipline as well as any prior discipline relied upon 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 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 equally split between the City and the Association unless the Association 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.

Within ten (10) calendar days from the receipt of the arbitrator’s advisory 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 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 and send his/her final written decision to the parties.

The City Manager may accept, reject or modify the arbitrator's advisory 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 advisory recommendation, the brief statement (if any) submitted by the parties to the City Manager, and the evidence, both documentary and testimonial from the arbitration including any 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 26: ASSOCIATION RELATED BUSINESS

A. Association Representatives

The Association has previously submitted a current list of Association representatives (Board Members and alternates) to the Human Resources Director ("Director"). Any changes to this list shall be submitted to the Director or designee within ten (10) working days following such changes.
B. Association Time-Off

The City shall allow three Association employee representatives 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 or as may be required by the Grievance Procedure or to represent an employee in a disciplinary matter.

C. Use of City Facilities

Representatives of the Association may use City facilities for general membership 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 approval by the Director or designee.

D. Association Business and Training

The Association shall have a bank of 150 hours per contract year for use in conducting Association business. These hours cannot be carried over into the next contract year. The President of the Association may be asked to provide a record of the time used by the Director at any time and shall produce such record in a reasonable period of time. Association representatives utilizing this time shall notify their supervisors and shall endeavor to provide as much advance notice as possible. Employees must track their use of the one hundred and fifty (150) hours in the City’s timekeeping system by using appropriate payroll codes so that the City’s payroll staff can keep accurate, ongoing records of the amount of leave used for the year at any time.

E. Dues Deduction

The City will deduct dues once each pay period in an amount certified to be current and correct by the Association President from the pay of those employees who individually provide written authorization for dues to the Association. 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 Association. This authorization shall remain in full force and effect until and so long as the Association remains a formally recognized employee organization in the City.
ARTICLE 27: 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 the MOU shall remain in full force and effect. In the event of such invalidation the City and Association shall meet and confer in good faith concerning the invalidation of the provision, including whether a replacement benefit or provision is appropriate.

ARTICLE 28: MANAGEMENT RIGHTS

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

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this MOU is intended to circumscribe or modify the existing rights of the City including but not limited to the direction of the work of its employees. This includes the right to determine the methods, means, and the number and kinds of personnel by which services are to be provided; to implement rules, regulations, and directives consistent with law and the specific provisions of this MOU and to determine whether goods or services shall be made or provided by the City or shall be purchased or contracted for; and to contract out bargaining unit work.

The City also has the following rights: to hire, promote, demote, transfer, assign, schedule and retain employees in positions within the City; subject to the rules and regulations of the City; to reprimand, suspend, reduce in pay withhold salary increases 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 (including content); to direct employees, including scheduling and assigning of work and work hours; to determine the organizational structure and personnel by which the operations are to be carried out; to establish reasonable performance standards for personnel, including but not limited to qualifications and quantity standards; and to establish employee performance standards and to require compliance therewith. In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

ARTICLE 29: 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 30: TUITION REIMBURSEMENT

Employees in the unit shall be eligible for tuition reimbursement in accordance with the requirements of Administrative Regulation, Number 3A.2.

FOR THE BEVERLY HILLS CONFIDENTIAL EMPLOYEES ASSOCIATION

Karen Myron

Ilene Knebel

Date: 12/19/19

FOR THE CITY OF BEVERLY HILLS

Shelley Ovrom

Kirsten Rowe

Michael Nettles

Peter Brown

Date: 1/14/2020

Date: 1/9/2020

Date: 1/9/2020

City Council Approval Date: December 10, 2019
EXHIBIT “A”

LIST OF CLASSIFICATIONS REPRESENTED BY THE CONFIDENTIAL EMPLOYEES ASSOCIATION

• Administrative Assistant
• City Clerk Assistant
• City Clerk Specialist
• Community Development Commission Specialist
• Executive Assistant
• Executive Assistant I
• Executive Assistant to the City Council
• Human Resources Assistant
• Human Resources Associate I
• Human Resources Associate II
• Human Resources Associate III
• Human Resources Specialist
• Management Assistant
• Office Assistant I
• Office Assistant II
• Risk Management Coordinator
• Staff Assistant
## EXHIBIT “B”

### CONFIDENTIAL EMPLOYEES ASSOCIATION SALARY SCHEDULE

**Effective October 1, 2019**

<table>
<thead>
<tr>
<th>PAC #</th>
<th>Classification</th>
<th>Salary Schedule</th>
<th>Salary Schedule Range</th>
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<tr>
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# Confidential Employees Association Salary Schedule

**Effective October 1, 2022**

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<th>Classification</th>
<th>Salary Schedule</th>
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