

MOU NO.  
2020-27

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF BEVERLY HILLS**

**AND**

**BEVERLY HILLS**

**SAFETY SUPPORT ASSOCIATION**

**October 1, 2019 - October 6, 2023**

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**BEVERLY HILLS SAFETY SUPPORT ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

The Beverly Hills Safety Support Association, a formally recognized employee organization, representing civilian safety support personnel, 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 on matters within the scope of representation. A list of all of the classifications represented by the Association 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.

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

It is recognized that there exists now certain past practices, policies or procedures that are in force and effect which affect wages, hours and working conditions. To that extent, it is agreed that such practices, policies and procedures shall remain in full force and effect during the entire term of this agreement, unless they are inconsistent with the provisions of this MOU, or unless they are changed by agreement of the parties.

2. Term. Unless otherwise specified herein, this Memorandum of Understanding shall be effective October 1, 2019 and shall expire on October 6, 2023.
3. Definition of the word "Day". The word "day" in this agreement refers to calendar days unless specifically designated as working days.

## **1. SALARIES**

All employees who are in the bargaining unit on June 6, 2020 will receive a lump sum payment of six hundred and twenty two dollars and nineteen cents (\$622.19) which will be paid on the second pay day following City Council approval of this 2019-2023 MOU. This lump sum payment is non-pensionable as it is provided in the same fiscal year as a base salary increase.

Effective the pay period including City Council approval of this 2019-2023 MOU, 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".

## **2. WELLNESS PAY**

The City agrees that effective the pay period including City Council approval of this 2019-2023 MOU, 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. The payments described herein shall be made on an ongoing basis.

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.

### **3. 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 and the Association President. The City will work with the employee to reconcile the overpayment and if overpaid will work to create a repayment schedule.

### **4. APPOINTMENT AND ADVANCEMENT**

#### **A. Probationary Period**

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

The probationary period of an employee may be extended for a period of up to six (6) months. In addition, at the discretion of the City, the initial-hire probationary period for employees in the classification of Communications Dispatcher may be extended for additional periods of up to six (6) months, for a maximum extension of twelve (12) months. All probationary employees (regardless of at what step they were hired) will be eligible to use accrued leave upon satisfactory completion of the first six (6) months of service (with the exception of personal holiday and specified sick leave usage as required by law, which may be used within the first 6 months).

Benefits and leave rights shall be available to all employees on probation as a result of accepting a promotion, if such employee has completed at least six (6) months of probationary service in City Service.

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. Placement And Advancement Through Range**

##### **1. Salary Step Placement**

Employees will be appointed to a step on the salary schedule within a prescribed range. Normally, employees shall be appointed to the first step in their allocated range. Upon the recommendation of the department head, the Human Resources Director(or City Manager as required) may approve placement at a higher step within the prescribed range based upon the employee's qualifications and performance justifying such placement or a proven inability to recruit at the first step.

2. Salary Step Advancement

Unless otherwise provided, employees shall receive step advancements in the following manner:

- a. For employees starting at Steps 1 through 4 of the salary range: After one 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 the employee's anniversary date. Employees hired or promoted 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 step increases shall be in accordance with the following procedure:
  - (1) Upon receipt of an evaluation with an overall rating of satisfactory or better, employees shall receive step increases in accordance with "a" above.
  - (2) Increases are recommended by the employee's supervisor and department head (or designee), and are approved by the Human Resources Director.
  - (3) Increases are effective on the first day of the pay period following the employee's scheduled increase date.

**C. Application Of Salary Steps To Promotions**

An employee who is promoted shall be placed at Step 1 of the new classification or at the lowest step of the new classification that provides the employee with a base salary of at least five percent (5%) more than the base pay the employee was receiving prior to being promoted. In no event shall the promoted employee be placed below the bottom step or 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.

**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. 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 thereafter be eligible for regular step increases annually on the anniversary of the special merit advancement.

**E. 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 received by his/her highest paid subordinate. Notwithstanding the foregoing, no member of this unit may receive pay pursuant to this section if he/she is supervising a Police Officer or any other sworn personnel or working on an overtime assignment.

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/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.

**F. Flex Classifications**

Records Specialist and Forensic Specialist classifications are considered "flex classifications". This means that employees can automatically move to the senior classification by satisfying certain criteria as described below. Even though these flex classifications exist, the City can still recruit and hire for the senior classification by conducting an open recruitment.

1. Records Specialist

A Records Specialist will become a Senior Records Specialist if the employee has received at least two annual performance evaluations and meets the following criteria:

a. Courses/Certifications

Records Clerk Course – up to 40 hours  
Public Records Class – up to 16 hours  
Current CLETS certification

b. Performance Evaluation Ratings

The employee received a rating which exceeds “satisfactory” on at least 50% of the performance ratings for the last two annual evaluations prior to movement to the Senior.

2. Forensic Specialist

A Forensic Specialist will become a Senior Forensic Specialist if the employee has received at least two annual performance evaluations, has courtroom experience (i.e., testimony or presented significant evidence to a court), and meets the following criteria:

a. Courses/Certifications

(i) Certifications

A current certification in one or more of the forensic disciplines.

(ii) Complete accredited courses:

120 hours in at least three (3) of the following areas of the discipline:

Alternate Light Source Training  
Arson Investigations  
Blood Pattern Analysis  
Collection & Preservation of Evidence  
Courtroom Testimony  
Crime Scene Documentation  
Crime Scene Investigations  
Crime Scene Photography  
Crime Scene Reconstruction  
Death Investigations  
Evidence Photography Footwear and Tire Tread  
Latent Print Detection  
Report Writing  
Rules of Evidence  
Traffic Accident Investigations

b. Professional Organization Membership

The employee must be a member of at least one forensic professional organization such as, International Association for Identification, California Division of International Association for Identification, or Southern California Association of Fingerprint Officers.

c. Performance Evaluation Ratings

The employee received a rating which exceeds “satisfactory” on at least 50% of the performance ratings for the last two annual evaluations prior to movement to the Senior.

The provisions in this Article 4F go into effect on the first date of the pay period including City Council approval of this 2019-2023 MOU.

**5. HOURS, WORKWEEKS AND WORK SCHEDULES**

**A. Workweek**

The workweek for all members of the unit shall be 168 regularly recurring hours. All employees are required to work a full time (i.e., forty (40) hours) work schedule unless otherwise provided by the City Manager.

**B. Work Schedules**

Work schedules refer to the particular type of schedule, not the particular hours in the day the employee is scheduled to work. That is defined below in subsection D as “shift schedules”. Work hours will be consecutive with the exception of an unpaid meal period (for those classifications not receiving a paid meal period).

For employees working the 5/40 work schedule, each employee’s designated FLSA workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) hours each (including paid breaks), followed by two consecutive days off.

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.

- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) hours each, followed by five (5) consecutive workdays four (4) consecutive days of which consist of nine (9) work hours each and one (1) day of eight (8) work hours.

For employees working the 4/10 work schedule, each employee's designated FLSA workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

- A 4/10 schedule consists of a weekly work schedule of 4 consecutive workdays of 10 work hours each, followed by three consecutive days off.

For employees working the 3/12 work schedule, each employee's designated FLSA workweek 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.

- A 3/12 schedule consists of alternate weeks of three (3) consecutive workdays of 12 hours each and four consecutive days off, followed by four (4) consecutive workdays, three (3) consecutive days of which consist of 12 hours each and one day of eight (8) work hours and three consecutive days off.

For employees working the 3/12.5 work schedule, each employee's designated FLSA workweek shall begin exactly five hours after the start time of each employee's ten hour shift. As such, these employees will earn 2.5 hours of overtime (of which the straight time portion of these hours will have already been paid as part of regular monthly compensation) in each of the two workweeks in which the ten hour shift shall fall.

- A 3/12.5 schedule consists of a weekly schedule of three (3) consecutive workdays of 12.5 hours each with one additional 10 hour day every four weeks. The ten hour shift shall not be changed unless it is intended to be changed permanently. If that happens, the employee's FLSA workweek will change to begin five hours after the new start time of the ten hour shift.
- A 3/12.5 - 4/12.5 schedule consists of a weekly schedule of three (3) consecutive workdays of 12.5 hours one week followed by four (4) consecutive workdays of 12.5 hours the following week.

Employees in the bargaining unit whose work schedule is not defined in 1-6 below shall be assigned to work a 9/80 work schedule.

1. Communications Bureau and Senior Records Specialist:

Employees working in the Communications Bureau and employees in the classification of Senior Records Specialist shall work the 3/12.5 schedule.

However, the City may assign up to two employees in the classification of Communications Dispatcher and two employees in the classification of Senior Records Specialist to work the 4/10 work schedule based on an assessment of operational need to do so. If the City decides that it wants to assign one or two employees (from either or both classifications) to a 4/10 work schedule, it shall first determine if there are employees in the classification who voluntarily choose to work that shift schedule. If that is the case, selection will be made from those who volunteer for the 4/10 shift schedule. If there are more volunteers than assignments, the most senior (in class) shall decide if he/she wants the shift or not. If there are no volunteers, the least senior employees (based on time in class) will be assigned to the 4/10 shift schedule. In addition, employees in either classification may request to work a 4/10 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

Communications Dispatchers hired after approval of this 2019-2023 MOU by the City Council shall be assigned to work the 3/12.5 – 4/12.5 work schedule. These employees shall be scheduled to work 87.5 hours per pay period. The FLSA workweek for these employees shall end exactly six (6) hours and 15 minutes after the start time of the first shift in the employees work week in which he/she is scheduled to work four consecutive shifts in the workweek. As such, in each workweek of the pay period, the employee shall be scheduled to work 43 hours and 45 minutes. The parties agree that during the term of this 2019-2023 MOU, either party may request to reopen negotiations on this work schedule. However, no changes may be made to the work schedule without an agreement of the parties.

2. Identification Bureau and Records Specialist:

Employees working in the Identification Bureau and employees in the classification of Records Specialist shall work the 4/10 schedule. Employees in the classification of Records Specialist may request to work a 3/12.5 work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

3. Records Supervisor and Traffic Control Officer (including the Assignment of Lead Traffic Control Officer):

Employees in the classifications of Records Supervisor and Traffic Control Officer shall be assigned to work either the 4/10 or 3/12.5 work schedule. The assignment of Lead Traffic Control Officer shall be assigned to work a 3/12.5 work schedule. Such employees may request to work an alternative work schedule to their current work schedule, (e.g., an employee working a 3/12.5 may request to work a 4/10 and vice versa). If such request is acceptable to the

employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

4. Administrative Clerks, Administrative Coordinator, Secretaries, Detective Specialists, Property Officers, Traffic Specialists, and Fire Inspectors:

Employees in these classifications shall work the 4/10 schedule.

5. Jail Bureau:

Employees assigned to the Jail Bureau shall work either the 9/80 or 4/10 work schedule. Employees assigned to the Jail Bureau may request to work another work schedule. If such request is acceptable to the employee's manager it shall be granted. If such request is denied, such denial is not subject to being grieved.

### **C. Shift Schedules**

Shift schedules are the hours of the day an employee's shift covers. Employees in some of the classifications in the unit bid for shift assignments based on seniority (which, for purposes of this article is measured by time in classification) For those classifications, the shift bidding process shall be based as far as possible on seniority, but subject to the department head's right to plan work under his or her control.

For classifications which do not bid shifts, that classification's shift schedule(s) shall be established by the department head.

Once shift schedules are established, the department head retains the right to make de minimis changes to the shift schedule (i.e., the start and end time of an employee's work shift). However, any other changes to an employee's shift or work schedule are subject to meet and confer. The Association acknowledges that if requested to meet and confer over a schedule change, it will do so promptly.

### **D. 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.

### **E. Employees on Probation**

Employees on probation may have their work schedules and shift schedules changed by their department head at his/her discretion. Once off probation, these employees are subject to all other provisions of this article.

**F. Meal Period**

Employees in the Records Bureau, Communications Bureau, Identification Bureau (Forensics), Jail Bureau, Administrative Office and employees in the classification of Traffic Control Officer and the assignment of Lead Traffic Control Officer do not receive a formal meal period. If they take a break to eat a meal it is part of their regularly scheduled hours and is paid. That said, the City will take all reasonable efforts to provide such employees with a meal period sufficient for them to eat. All other employees in the unit receive a thirty (30) minute unpaid meal period.

**G. 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 unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

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

**H. Vehicle Use For Fire Inspectors**

Employees in the classification of Fire Inspector who are required to use a vehicle in the performance of their job duties will be provided with a City vehicle to perform those duties.

**I. 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.

## **6. OVERTIME**

### **A. Earning Overtime**

Employees shall be paid overtime compensation at the rate of 1.5 times their regular rate of pay when required to work holidays, or in excess of the employee's regularly scheduled hours per day or more than 40 hours in a workweek. All paid leave shall be regarded as hours worked for purposes of computing entitlement to overtime.

### **B. Compensatory Time Off**

Employees working overtime shall receive either pay or compensatory time off (CTO). The decision as to whether an employee will receive pay or earn CTO will be made by the employee's department head or designee. Employees can accumulate up to 160 hours of CTO. Since CTO is earned at 1.5 hours for each hour of overtime worked, 160 hours of CTO equates to 106.66 hours of overtime worked. Employees will be cashed out of any accumulated CTO at their current 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 CTO 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 MOU, reasonable notice is defined as at least one calendar week. If an employee wishes to

use CTO without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

## **7. COURT TIME, CALL BACK AND STANDBY**

### **A. Court Time**

An employee called into work from being off-duty to appear in court shall receive a minimum of four (4) hours at time and one-half. However, if the court appearance time is contiguous with an employee's shift (i.e., either directly before or after the employee's assigned shift) the employee will be paid at least one hour at time and one-half or for the actual time spent in court, whichever is greater. An employee called to court while on duty will be paid for his/her actual hours worked and shall not receive any minimum payments as provided herein.

### **B. Call Back**

An employee called back to work while off duty during hours which do not overlap his/her regular work hours shall receive a minimum of four (4) hours straight time pay. An employee called back for more than four (4) hours shall receive pay at the rate of time and one half for each hour worked in excess of four (4). 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. Employees who are called back to work shall receive straight time for the first four hours worked on call back unless the employee's hours (by working the call back) exceed 40 hours in the defined workweek. If that occurs the employee shall receive overtime compensation for the hours above 40. 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.

### **C. Standby Pay**

Employees 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 message 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. Employees on standby shall receive three (3) hours of compensation at straight time for any period of standby for up to 14 hours in a day (e.g., an employee who works a 4/10 work schedule who is on standby for the other 14 off-duty hours in the day). If the standby period exceeds 14 hours in a 24-hour period, the employee shall be paid six (6) hours of standby pay for that 24-hour period.

## **8. WORKING OR TRAINING OUTSIDE OF CLASSIFICATION**

Employees in the unit may either perform or train for work which is not part of his/her regular classification. For this type of work, the parties agree to the provisions below to address those situations.

### **A. Special Assignment Increase**

A special assignment increase may be granted to an employee 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 department head or designee shall submit his/her recommendation and justification to the Human Resources DirectorHuman Resources Directorfor approval. The Human Resources DirectorHuman Resources Director will review the recommendation and determine whether it is warranted given the standards of this section.

An employee shall receive six percent (6%) above his/her hourly base salary for each hour assigned to the special assignment.

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

### **B. Training Assignment Increase**

When assigned to train a new employee, employees shall receive an assignment pay increase of six-percent (6%) above base pay applicable only to the hours worked in training the new employee. Once such training ends, the employee will no longer be entitled to receive it unless/until he/she begins to train another new employee. The Human Resources Directormay review any employee's receipt of such training assignment pay at any time to determine if an employee's receipt of it is still warranted. Communications Dispatchers shall receive training pay when training a Police Officer.

The parties agree that to the extent permitted by law, the compensation for Training 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) Training Premium.

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

Every regular employee 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 while so assigned at a step within the range for the higher classification. When an

employee is assigned and performs the duties of the higher classification, the employee shall be placed at the next salary step that is at least five percent (5%) above the base pay rate of his/her regular classification, provided that no employee will be placed at a rate higher than the fifth step, nor lower than the first step of the salary range for the classification the employee is filling out of classification. 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 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.

An employee assigned to fill a position out of classification shall not acquire status or credit for service in the higher class and may be returned to his/her regular position at any time. An employee receiving FPOC pay shall not receive the higher salary when on vacation or sick leave for two weeks or longer.

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.

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

**D. Lead Traffic Control Officer Assignment Pay**

There will be four (4) Lead Traffic Control Officer assignments. Assignments to Lead Traffic Control Officer will be made from employees in the classification of Traffic Control Officer (TCO). When there is a Lead assignment opening to be filled, all TCO's will have an opportunity to submit a memo of interest in order to be considered for the Lead assignment. The work

schedule of a Lead Traffic Control Officer will be as provided for in the article in this MOU on Work Schedules for a Traffic Control Officer.

The Lead Traffic Control Officer assignment will be for one (1) year. At the discretion of the Chief of Police, a Lead TCO assignment may be extended in one year increments, up to a maximum of two (2) additional years. Each one (1) year extension requires the Department to make an affirmative decision to extend the assignment for an additional year, and the approval of the Chief of Police.

Once chosen for this assignment, a Lead Traffic Control Officer can be removed at any time with or without cause.

A Traffic Control Officer assigned as a Lead shall receive assignment pay of ten percent (10%) of his/her assigned salary step on the Traffic Control Officer salary range while in the assignment. A Traffic Control Officer assigned as a Lead who is y-rated in a salary range that exceeds the Traffic Control Officer range will be paid 10% of Traffic Control Officer Step 5.

A Traffic Control Officer may not receive special assignment or training increase pay while assigned as a Lead Traffic Control Officer.

## **9. RECLASSIFICATIONS**

If an employee, the Association or the Department believe that the duties and responsibilities of a position have changed and are no longer accurately described by the job description for the classification, the employee or Association may make a request for a reclassification to the Human Resources Director if the employee has been in the position for at least nine months. The City can initiate a request for reclassification of a position at any time regardless of whether an employee in the position has been in the position for nine months. All requests for reclassification must be submitted to the Human Resources Director no later than December 1 (starting in 2020, the date is changed to September 15) for implementation in the next fiscal year.

When a position in the unit is reclassified upward, the employee in the position shall be appointed to the reclassified position provided that the

employee meets the qualifications established for the reclassified position. If the employee does not then meet the minimum requirements of the reclassified position the City will meet with Association and employee to evaluate all available options

In the event an employee is reclassified or the position occupied by an employee is reclassified to a position assigned to a higher salary schedule, and the employee in such position is eligible for appointment to this position, he/she shall be placed at Step 1 of the new classification or at a salary step that is at least equal to five percent (5%) greater than the base pay rate in the

previous classification, provided that no rate higher than the top step of the respective salary schedule shall be paid.

When a position in the unit is reclassified downward to a class having a lower salary or is determined by the Council to be excessively compensated, the salary of the employee in that position shall be "Y"-rated, which shall freeze the employee's salary at that amount received just prior to the reclassification. This action shall prevent salary advancement for such employee until the schedule for the reclassified position's classification provides a step which exceeds the salary paid to the employee. No reduction in salary rate shall result from "Y"-rating.

## **10. 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. Definition of Shifts**

- a. Day shift means any authorized work schedules assigned except swing or night shift as defined below.

Rotating shift means an authorized periodic change to the start and end times of an employee's regularly reassigned work shift during his/her defined FLSA workweek (for example, an employee whose regular schedule contains both a swing shift and a day shift within the same FLSA workweek). Rotating shift does not include changing the number of hours an employee works in a day or number of days worked per week. Effective upon on the first day of the pay period including City Council approval of this 2019-2023 MOU, rotating shift pay is eliminated.

- b. Swing shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 5:00 p.m. and 1:00 a.m. of each work day.
- c. Night shift means authorized work schedules regularly assigned in which at least 4 hours worked are between the hours of 11:00 p.m. and 8:00 a.m. of each work day.

#### **2. Shift Pay**

- a. Employees assigned to a swing shift shall receive a shift differential of 3% of base salary.

- b. Employees assigned to a night shift shall receive a shift differential of 6%.
- c. In any given workweek, an employee may only receive a maximum of a 6% shift pay even if working both night shift (for at least two workdays) and/or swing shift.
- d. 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 Section 571.1(b)(3) Shift Differential.

**B. Latent Print Examiner Pay**

Forensic Specialists and Senior Forensic Specialists who qualify as Certified Latent Print Examiners shall receive 5.5% of base salary per month. Proof of certification shall be filed with the Human Resources Office.

The parties agree that to the extent permitted by law, the compensation for Latent Print Examiner 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) Police Investigator Premium.

**C. Bilingual Pay**

The City shall pay 3% of base salary to employees who are certified as bilingual by the County of Los Angeles or other agencies approved by the City. The certification tests for written and oral proficiency in Spanish, Farsi, Korean, Russian, Japanese, Chinese, Tagalog, French, German, American Sign or any other language designated by the City. 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 employee.

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. Penal Code Section 832 Pay – Traffic Control Officers**

Effective upon City Council approval of this 2019-2023 MOU, there shall be eight (8) employees certified to perform the duties associated with Penal Code section 832. The parties agree that they shall continue to meet and confer over the implementation.

## **11. UNIFORM ALLOWANCE**

The City shall furnish the initial uniforms and necessary equipment to each employee required to wear a uniform. It shall be the responsibility of each employee to maintain his/her uniform in good condition, consistent with the specifications listed in each Department's manual or procedure.

The initial uniform issuance shall include three (3) pair of trousers/slacks/skirts (or a combination of), four (4) shirts/blouses, a belt, a name plate and a sweater or jacket. Depending upon assignment, other issued equipment may include foul weather gear, a hat, a tie and tie bar, and a whistle and chain. The City shall replace uniform items or issued equipment which is no longer serviceable. The employee shall complete the Uniform Replacement and Equipment Purchase Form when requesting replacement of issued uniforms or equipment. The decision to replace items will be at the discretion of the individual's supervisor.

The classifications of Forensic Specialist and Senior Forensic Specialist shall receive an annual clothing allowance in the amount of \$600.00 per year per employee. The uniform allowance, shall be paid 1/26th of the annual amount each pay period.

The City may require certain classifications to wear a uniform shoe. The City supplies shoes for the classifications of Fire Inspector, Property Officer, and Traffic Control Officer. There is a \$140.00 maximum established for the purchase of shoes. Employees desiring more expensive shoes will be responsible for the purchase of their own shoes and will be reimbursed up to the maximum above upon submitting the receipt and the Uniform Replacement and Equipment Purchase Form. Other employees will be required to wear shoes appropriate to the uniform worn. Generally, these employees will be required to have black shoes.

The parties agree that to the extent permitted by law, the value of the uniforms provided in the previous paragraph is special compensation and shall be reported as such pursuant to Title 2, CCR Section 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 employed on or before December 31, 2012. "New members" as defined under the Public Employees' Pension Reform Act of 2013 are not permitted to have the value of the uniforms reported as special compensation. If the City is permitted to do so in the future pursuant to a change in the law, it will do so.

## **12. 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 are 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

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

Effective January 1, 2022, employees who are 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 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. Insurance coverage is effective the first day of the next month following the employee's hire date.

The City will contribute 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 is able to demonstrate to the City's satisfaction that he/she has minimum essential coverage as defined by the Affordable Care Act, (through another source other than coverage in the individual market, whether or not obtained through Covered California).

If at any time during the term of the MOU, the City is subject to penalties under the ACA, the parties agree to reopen negotiations on that provision of the cafeteria plan subjecting the City to such penalties for the limited purpose of making changes to ensure that such penalties are avoided.

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**

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 the 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.

**C. Additional Benefits (Non-Cafeteria Plan benefits)**

1. City Provided Long Term Disability Insurance

The City provides disability insurance for each employee which provides two thirds (2/3) of monthly salary up to a maximum of up to \$8,000.00 per month, except as may be provided under the applicable plan document. This plan has a 30-day elimination period. This disability insurance plan is effective the beginning of the month following approval of this MOU (until the benefit is changed, employees will receive the prior plan of a \$6,000 salary cap and 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 his/her regular wages.

2. City Provided Term Life Insurance

The City provides for each employee term life insurance. The policy shall be a \$75,000.

3. Supplemental Term Life Insurance

Employees may also purchase supplemental term life insurance, if available, with deductions from their bi-weekly compensation as designated by each employee. 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.

**13. RETIREE MEDICAL INSURANCE**

**A. Tier 1: Retirees hired before January 1, 2010**

1. For retirees (service retirement only) hired by the City prior to January 1, 2010, the City shall pay the difference between the PERS statutory minimum and the actual cost of medical insurance premiums for single party coverage of the plan chosen, unless and until the following occur:
  - a. The retiree reaches age 65, or
  - b. The retiree becomes eligible for Medicare, or

- c. The retiree is, or becomes, eligible to be a participant in another employer-paid health plan or Veteran's Administration benefit.
2. For eligible retirees age 65 or above who take a service retirement on or after their 60<sup>th</sup> birthday, are not subsequently covered under CalPERS with another agency (with the exception of approved work as a retired annuitant) and have 20 or more years of full time service with the City of Beverly Hills prior to retirement, the City shall pay up to \$150 per month (inclusive of the statutory minimum) toward medical insurance coverage under CalPERS.

This provision will no longer be applicable once the CalPERS statutory minimum exceeds \$150.

3. Notwithstanding the above, the City will pay the statutory minimum for all retirees and their dependents participating in the CalPERS medical insurance program.
4. 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: Retirees Who Were Hired On Or After January 1, 2010**

Employees hired by the City on or after January 1, 2010 who retire from the City will receive the CalPERS 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 \$250.00 per month (\$125.00 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.

Employees who promote into the unit after January 1, 2010 who were City employees as of December 31, 2009 will receive retiree medical benefits as though they were a member of the bargaining unit prior to January 1, 2010 as addressed above.

**C. Provision Applicable to All Retirees**

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.

**D. Alternative Retiree Medical Program (ARMP)**

Notwithstanding any provision above, employees in the unit who have previously voluntarily chosen to participate in the Alternative Retiree Medical Program (ARMP) will not receive retiree medical benefits from the City except for the CalPERS statutory minimum. Their choice of ARMP was made in lieu of receipt of the retiree medical benefit provided above.

**14. CALPERS RETIREMENT BENEFITS**

The City contracts with CalPERS for retirement benefits. The definitions of “new member” and “classic member” are set forth in Exhibit “C”.

**A. For “Classic Member” Employees**

1. 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.
2. 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 per Government Code Section 20042. The retirement benefits are based on the highest annual compensation for the one year during the employee's membership in CalPERS.
3. Payment of Employee/Member Contribution: Classic Members pay their 8% Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

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

1. Retirement Formula Unit members who are defined as “new members” under the PEPRA, are covered by the 2% @ 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).
2. Retirement Benefit Calculation Period For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a)
3. Payment of Employee/Member Contribution New member employees are responsible for paying the employee contribution of one-half of the total normal

cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

In addition, new members will pay 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. 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 per 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.

**15. DEFERRED COMPENSATION**

**A. City Contribution to Deferred Compensation**

The City shall contribute \$60.00 per month per employee to a deferred compensation plan.

**B. Employee Contribution to Deferred Compensation**

In addition to the City's contribution to deferred compensation described in Section A, 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 deferred compensation plans.

**C. Contribution of Sick Leave and Vacation to Deferred Compensation**

At the employee's option, sick leave and vacation that may otherwise be cashed out per the terms of this agreement may be contributed to their deferred compensation accounts. The contributed sick leave and vacation may only be used to fund contributions to the employee's deferred compensation 457, 401k and/or Health Savings Account of applicable value.

**D. Contribution of Sick Leave to Deferred Compensation "Catch-Up" Provision Option**

Employees may contribute accumulated sick leave to deferred compensation. The contributed sick leave may only be used to fund "catch-up" contributions to deferred compensation.

The following restrictions apply to this program:

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

**16. HOLIDAYS**

**A. Holidays**

Employees shall be entitled to the following paid holidays if they were in paid status for the entire dayperiod the day before and the day after the holiday (i.e., either the employee

worked, or was absent using paid leave for the entire day on such workdays). Employees shall receive ten (10) holidays, the hours of which will correspond to the schedule noted below:

|                        |                                       |
|------------------------|---------------------------------------|
| 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                           |

Every employee whose regular work schedule is a 9/80, 4/10, 3/12 and 3/12.5 schedule, Monday through Friday, will observe holidays as follows:

1. If the holiday falls Monday through Friday, one day off is granted on the day on which the holiday falls.
2. If the holiday falls Monday through Friday, and the employee is required to work, the employee is paid for the holiday, plus paid 1.5 times the regular rate for hours actually worked on the holiday, or allowed to accrue compensatory time off at 1.5 times the hours actually worked.
  - a. 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 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 the holiday. 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. The parties encourage employees in the unit to use their floating holidays. Department heads or designees will not act unreasonably in granting requests to use floating holidays. Effective the pay period including City Council approval of this 2019-2023 MOU, 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.

Employees whose work schedule is different from the Monday through Friday schedule shall receive holiday benefits in the following manner:

1. If the holiday falls on one of his/her work days, he/she shall be given that day off, if possible.
2. If the holiday falls on one of his/her days off, he/she shall be given one floating holiday or receive compensation for one additional day's pay.
3. If employee is required to work on the holiday, he/she shall be compensated at 1.5 times the hours worked in addition to his/her regular base compensation rate for the holiday.
4. Whether an employee shall be compensated with additional pay for holiday work or by a floating holiday shall be at the department head's discretion.

**B. Personal Holiday**

Unit employees shall be entitled to two (2) personal holidays each fiscal year. Effective the pay period including City Council approval of this 2019-2023 MOU, 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 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.

These holidays may be taken at the employee's discretion subject to the supervisors and department head approval. Employees shall request said holiday in writing. Department heads or designees will not act unreasonably in granting requests to use personal holidays.

For personal holidays, employees receive the number of hours that correspond with their regular work schedule (8 hours for 5/40, 9 hours for 9/80, 10 hours for 4/10, 12 hours for 3/12 and 12.5 hours for 3/12.5).

Notwithstanding the foregoing provisions of this article, each department shall require such employees as may be necessary for efficient operation to work on any holiday.

## 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, upon completion of six months of service, every employee may request to use accumulated vacation subject to approval by the employee's department head.

An employee entitled to vacation shall make a written request to use vacation in the manner and within the time directed by the department head or designee. Every department head or designee shall establish a vacation schedule for each calendar year based on employee requests. Vacation schedules are subject to the department head's right to plan work under his/her control and will allow vacations when employees can be spared. He/she shall notify employees as soon as possible whether their request is approved, and if not, the employee may then request alternate vacation days.

### B. 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<br>OF SERVICE | AFTER 4 YEARS<br>THROUGH 14 YEARS<br>OF SERVICE | AFTER 14 YEARS<br>OF SERVICE |
|-----------------------------|---|------------------------------|
| 3.08 Hours                  | 4.62 Hours                                      | 6.15 Hours                   |
| Bi-weekly                   | Bi-weekly                                       | Bi-weekly                    |
| 80 hrs/yr                   | 120 hrs/yr                                      | 160 hrs/yr                   |

### C. Accumulation

Employees who have completed fourteen 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, 2020, an employee with 240 hours or more of accumulated vacation can request by December 15, 2020 to receive a cash payment for up to 80 vacation hours earned but not taken during the last payroll year (defined as the last full pay period in December that

also has a pay date in December). The payment will be made in January 2021 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 2021 and every year thereafter: By December 15 (the first year being 2020) of each year, employees may make an irrevocable election to cash out up to 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 2022).

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.

## **18. SICK LEAVE**

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

1. Accrual - Each employee shall accrue 96 hours of sick leave 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 accrued shall not be available for use until an employee completes his/her six months of satisfactory employment. 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, step-parent, spouse or registered domestic partner. Up to one half of the employee's annual accrual (48 hours), sick leave may also be used to care for a sibling, parent-in-law, grandchild or grandparent.

4. Sick Leave Incentive - After completion of one full year of service, employees who use twenty four (24) hours or less (25 hours in 2021) 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 24 hours (25 hours in 2021) 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 22B Sick Leave Payoff. Eligible sick leave for 2020 will be paid as provided in this paragraph (which will be paid in January 2021).

Effective for sick leave accrued in calendar year 2021 and every year thereafter, If an employee wants to cash out sick leave (because he/she has used twenty-five (25) hours of sick leave or less), he/she must comply with the following: By December 15 (the first year being 2020) of each year, employees may make an irrevocable election to cash out up twenty-five (25) 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.

## **19. 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 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 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 Police Chief or designee.

## **20. INDUSTRIAL DISABILITY LEAVE**

### **A. Salary Continuance for Industrial Disability Leave**

All definitions 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.*

In the event of an accepted work-related injury claim by an employee, the City shall pay the gross salary, less legally required deductions, to the injured employees for a period not to

exceed ten (10) working days. Effective the pay period including City Council approval of this 2019-2023 MOU, this amount is increased to fifteen (15) 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, (which is increased to fifteen (15) working days following City Council approval of this 2019-2023 MOU), payment under this program will cease. An employee eligible to receive temporary disability indemnity may then utilize accumulated sick, compensatory time off and vacation, which when added to his 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.

An employee seeking these benefits may be required to be examined by City authorized physicians at the discretion of the Risk Management and the Human Resources Director for the purpose of determining eligibility for this program.

**B. Benefits Continuation**

In the event 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 and/or optical insurance, the employee shall receive the 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.

**21. MEDICAL DISABILITY SEPARATION**

In the event an employee in the classified service, is physically/mentally incapacitated from performing his/her job, and the employee is not eligible to receive a disability retirement from PERS, the City may separate the employee for medical reasons. The separation would be considered "in good standing" which would enable the employee to be eligible for reinstatement pursuant to the Rules and Regulations section governing separation.

Nothing in this article will preclude the employee from exercising his/her right under the Americans with Disabilities Act or any other appropriate law.

**22. JURY DUTY AND 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**

An employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a matter other than one to which the employee is a party shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time

off without pay to appear at a matter outside the scope of his/her employment in which the employee is a party. An employee who is participating in a judicial or quasi-judicial proceeding that is within the scope of his/her employment shall be paid as part of work hours.

### **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 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.

### **24. LEAVE PAY-OFFS AND LAYOFF PAY UPON SEPARATION FROM CITY SERVICE**

#### **A. Vacation Payment**

Employees who separate from City service shall be paid for accumulated vacation. If, at the time of separation, the employee owes the City money, the vacation accumulated pay-off will be reduced by the amount owed.

#### **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 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 twenty (20) 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 twenty (20) 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 eighteen full years of continuous City service at the time of separation would receive a pay-off for fifty-four percent (54%) of his/her accumulated sick leave.

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

In addition to the layoff provision of the Personnel Rules, any 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.

**25. TUITION REIMBURSEMENT**

In accordance with the requirements of Administrative Regulation, Number 3A.2, an employee can be reimbursed for attending an accredited college or university for the purpose of pursuing a degree or enhancing his/her promotional opportunities. Since eligibility requirements are set forth in the policy and require advance approval from a supervisor, department head or Human Resources prior to the commencement of education, employees wishing to receive tuition reimbursement are encouraged to review the policy.

**26. ASSOCIATION TIME OFF**

The Association shall have a maximum of 10 hours per month available for use in conducting Association business. In the event the entire 10 hours is not used in one month, the remaining hours (and any additional hours previously carried over which have not been used) can be carried over to the next month. Employees must track their use of the 10 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.

**27. GRIEVANCE PROCEDURE**

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

**A. Definition of a Grievance**

An allegation by an employee or the Association that there has been a violation, misinterpretation or misapplication of the terms of this MOU or any past practice.

**B. Timeliness of a Grievance**

All grievances must be filed within sixty (60) 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.

1. Step 1 – If either an employee or Association is the grievant – Communication with the Human Resources Department: The Grievant 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 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 Association representative.
2. Step 2 –Advisory Arbitration - If the grievant 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 fifteen (15) calendar days of the date the Step 1 response.
3. Once received, the Human Resources Director shall promptly send a letter to the grievant (either the employee or Association) advising the grievant as to who the City's representative will be. The Human Resources Director or designee will also send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators within fourteen (14) calendar days. 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. Nothing herein precludes the parties from mutually agreeing upon an arbitrator.
4. During the hearing, the formal rules of evidence do not apply. The cost of the arbitrator, a court reporter (if the parties agree on the use of a court reporter) shall be split between the City and the grievant. If the employee is pursuing a grievance without the support of the Association, the employee shall be responsible for one-half of the costs of the arbitration.

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 advisory arbitration's recommendation, Association (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 advisory arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue a written decision and send such decision to the Human Resources Department and the grievant. 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 advisory arbitrator's opinion or any part thereof. The City Manager's decision shall be final and binding. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statements (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

## **28. 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.

### **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 to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a

meeting. The employee will be provided with 15 calendar days notice to contact the Department Head to schedule a meeting if desired. 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 fifteen (15) 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 fifteen (15) 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 and the employee will agree upon a date when the meeting (known as a *Skelly* meeting) will take place. The meeting shall occur within fifteen (15) days of the request for a meeting, unless otherwise agreed by the parties.

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 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, and facts 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 fifteen (15) 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 Public Employment Relations Board (PERB) 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 and the arbitrator him/herself, shall be split between the City and the Association unless Association is not financially supporting the appeal by providing representation for the employee. 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 advisory arbitration'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 advisory arbitrator's recommendation is correct or not and why. Within thirty five (35) calendar days of receipt of the advisory 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 advisory 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 advisory arbitrator's recommendation, the brief statement (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.5.

## **29. 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.

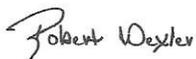
**FOR THE BEVERLY HILLS SAFETY SUPPORT ASSOCIATION**



\_\_\_\_\_  
Melissa Sutton

August 8, 2020 | 23:29 PDT

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Date



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Robert Wexler

September 22, 2020 | 08:46 PDT

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Date

**FOR THE CITY OF BEVERLY HILLS**



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Shelley Ovrom

September 22, 2020 | 09:41 PDT

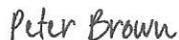
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Kirsten Rowe

September 22, 2020 | 08:57 PDT

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Date



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Peter Brown

September 22, 2020 | 08:51 PDT

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Date

**EXHIBIT "A"**

**LIST OF CLASSIFICATIONS REPRESENTED BY THE ASSOCIATION**

- Administrative Assistant
- Administrative Clerk I
- Administrative Clerk II
- Communications Dispatcher
- Communications Supervisor
- Community Service Officer
- Deputy Fire Marshal
- Police Digital Media Technician
- Fire Inspector
- Forensic Specialist
- Jail Supervisor
- Parking Enforcement Dispatcher
- Plan Check Inspector
- Police Services Assistant
- Police Services Specialist
- Property Officer
- Records Specialist
- Records Supervisor
- Senior Forensic Specialist
- Senior Police Services Specialist
- Senior Records Specialist
- Traffic Control Officer

**EXHIBIT "B"****SALARY SCHEDULES****SAFETY SUPPORT SALARY SCHEDULE**

Effective 06/06/2020

| PAC# | TITLE                             | SALARY<br>SCHEDULE | MONTHLY<br>SALARY RANGE |   |           |
|------|-----------------------------------|--------------------|-------------------------|---|-----------|
| 6172 | Administrative Assistant SS       | W-35               | \$ 4,923                | - | \$ 6,022  |
|      | Administrative Clerk I SS         | W-07               | \$ 3,805                | - | \$ 4,636  |
| 6170 | Administrative Clerk II SS        | W-19               | \$ 4,247                | - | \$ 5,183  |
| 3030 | Communications Dispatcher         | W-50               | \$ 5,664                | - | \$ 6,939  |
| 3035 | Communications Supervisor         | W-70               | \$ 6,840                | - | \$ 8,396  |
| 3072 | Community Service Officer         | W-45               | \$ 5,405                | - | \$ 6,618  |
| 3055 | Deputy Fire Marshal               | W-99               | \$ 8,989                | - | \$ 11,057 |
| 3060 | Fire Inspector                    | W-64               | \$ 6,462                | - | \$ 7,928  |
| 3105 | Forensic Specialist               | W-60               | \$ 6,223                | - | \$ 7,631  |
| 3005 | Jail Supervisor                   | W-61               | \$ 6,282                | - | \$ 7,704  |
| 3095 | Parking Enforcement Dispatcher    | W-19               | \$ 4,247                | - | \$ 5,183  |
| 3050 | Plan Check Inspector              | W-87               | \$ 8,040                | - | \$ 9,878  |
| 3140 | Police Digital Media Technician   | W-60               | \$ 6,223                | - | \$ 7,631  |
| 3111 | Police Services Assistant         | W-19               | \$ 4,247                | - | \$ 5,183  |
| 3112 | Police Services Specialist        | W-38               | \$ 5,063                | - | \$ 6,195  |
| 3040 | Property Officer                  | W-36               | \$ 4,969                | - | \$ 6,079  |
| 3020 | Records Specialist                | W-21               | \$ 4,325                | - | \$ 5,281  |
| 3010 | Records Supervisor                | W-46               | \$ 5,456                | - | \$ 6,681  |
| 3100 | Senior Forensic Specialist        | W-79               | \$ 7,450                | - | \$ 9,152  |
| 3113 | Senior Police Services Specialist | W-48               | \$ 5,559                | - | \$ 6,809  |
| 3015 | Senior Records Specialist         | W-31               | \$ 4,744                | - | \$ 5,800  |
| 3070 | Traffic Control Officer           | W-45               | \$ 5,405                | - | \$ 6,618  |

**SAFETY SUPPORT SALARY SCHEDULE**

Effective 09/26/2020

| PAC# | TITLE                             | SALARY<br>SCHEDULE | MONTHLY<br>SALARY RANGE |   |           |
|------|-----------------------------------|--------------------|-------------------------|---|-----------|
| 6172 | Administrative Assistant SS       | W-35               | \$ 5,022                | - | \$ 6,142  |
|      | Administrative Clerk I SS         | W-07               | \$ 3,881                | - | \$ 4,729  |
| 6170 | Administrative Clerk II SS        | W-19               | \$ 4,332                | - | \$ 5,287  |
| 3030 | Communications Dispatcher         | W-50               | \$ 5,777                | - | \$ 7,078  |
| 3035 | Communications Supervisor         | W-70               | \$ 6,977                | - | \$ 8,564  |
| 3072 | Community Service Officer         | W-45               | \$ 5,513                | - | \$ 6,750  |
| 3055 | Deputy Fire Marshal               | W-99               | \$ 9,169                | - | \$ 11,278 |
| 3060 | Fire Inspector                    | W-64               | \$ 6,591                | - | \$ 8,086  |
| 3105 | Forensic Specialist               | W-60               | \$ 6,347                | - | \$ 7,784  |
| 3005 | Jail Supervisor                   | W-61               | \$ 6,407                | - | \$ 7,858  |
| 3095 | Parking Enforcement Dispatcher    | W-19               | \$ 4,332                | - | \$ 5,287  |
| 3050 | Plan Check Inspector              | W-87               | \$ 8,201                | - | \$ 10,076 |
| 3140 | Police Digital Media Technician   | W-60               | \$ 6,347                | - | \$ 7,784  |
| 3111 | Police Services Assistant         | W-19               | \$ 4,332                | - | \$ 5,287  |
| 3112 | Police Services Specialist        | W-38               | \$ 5,164                | - | \$ 6,319  |
| 3040 | Property Officer                  | W-36               | \$ 5,069                | - | \$ 6,201  |
| 3020 | Records Specialist                | W-21               | \$ 4,412                | - | \$ 5,387  |
| 3010 | Records Supervisor                | W-46               | \$ 5,565                | - | \$ 6,815  |
| 3100 | Senior Forensic Specialist        | W-79               | \$ 7,599                | - | \$ 9,335  |
| 3113 | Senior Police Services Specialist | W-48               | \$ 5,670                | - | \$ 6,945  |
| 3015 | Senior Records Specialist         | W-31               | \$ 4,839                | - | \$ 5,916  |
| 3070 | Traffic Control Officer           | W-45               | \$ 5,513                | - | \$ 6,750  |

**SAFETY SUPPORT SALARY SCHEDULE**

Effective 09/25/2021

| PAC# | TITLE                             | SALARY<br>SCHEDULE | MONTHLY<br>SALARY RANGE |   |           |
|------|-----------------------------------|--------------------|-------------------------|---|-----------|
| 6172 | Administrative Assistant SS       | W-35               | \$ 5,122                | - | \$ 6,265  |
|      | Administrative Clerk I SS         | W-07               | \$ 3,959                | - | \$ 4,824  |
| 6170 | Administrative Clerk II SS        | W-19               | \$ 4,418                | - | \$ 5,393  |
| 3030 | Communications Dispatcher         | W-50               | \$ 5,893                | - | \$ 7,220  |
| 3035 | Communications Supervisor         | W-70               | \$ 7,116                | - | \$ 8,735  |
| 3072 | Community Service Officer         | W-45               | \$ 5,623                | - | \$ 6,886  |
| 3055 | Deputy Fire Marshal               | W-99               | \$ 9,352                | - | \$ 11,504 |
| 3060 | Fire Inspector                    | W-64               | \$ 6,723                | - | \$ 8,248  |
| 3105 | Forensic Specialist               | W-60               | \$ 6,474                | - | \$ 7,940  |
| 3005 | Jail Supervisor                   | W-61               | \$ 6,535                | - | \$ 8,016  |
| 3095 | Parking Enforcement Dispatcher    | W-19               | \$ 4,418                | - | \$ 5,393  |
| 3050 | Plan Check Inspector              | W-87               | \$ 8,365                | - | \$ 10,277 |
| 3140 | Police Digital Media Technician   | W-60               | \$ 6,474                | - | \$ 7,940  |
| 3111 | Police Services Assistant         | W-19               | \$ 4,418                | - | \$ 5,393  |
| 3112 | Police Services Specialist        | W-38               | \$ 5,267                | - | \$ 6,445  |
| 3040 | Property Officer                  | W-36               | \$ 5,170                | - | \$ 6,325  |
| 3020 | Records Specialist                | W-21               | \$ 4,500                | - | \$ 5,494  |
| 3010 | Records Supervisor                | W-46               | \$ 5,676                | - | \$ 6,951  |
| 3100 | Senior Forensic Specialist        | W-79               | \$ 7,751                | - | \$ 9,522  |
| 3113 | Senior Police Services Specialist | W-48               | \$ 5,783                | - | \$ 7,084  |
| 3015 | Senior Records Specialist         | W-31               | \$ 4,936                | - | \$ 6,034  |
| 3070 | Traffic Control Officer           | W-45               | \$ 5,623                | - | \$ 6,886  |

**SAFETY SUPPORT SALARY SCHEDULE**

Effective 09/24/2022

| PAC# | TITLE                             | SALARY<br>SCHEDULE | MONTHLY<br>SALARY RANGE |   |           |
|------|-----------------------------------|--------------------|-------------------------|---|-----------|
| 6172 | Administrative Assistant SS       | W-35               | \$ 5,225                | - | \$ 6,391  |
|      | Administrative Clerk I SS         | W-07               | \$ 4,038                | - | \$ 4,920  |
| 6170 | Administrative Clerk II SS        | W-19               | \$ 4,507                | - | \$ 5,501  |
| 3030 | Communications Dispatcher         | W-50               | \$ 6,010                | - | \$ 7,364  |
| 3035 | Communications Supervisor         | W-70               | \$ 7,258                | - | \$ 8,910  |
| 3072 | Community Service Officer         | W-45               | \$ 5,736                | - | \$ 7,023  |
| 3055 | Deputy Fire Marshal               | W-99               | \$ 9,540                | - | \$ 11,734 |
| 3060 | Fire Inspector                    | W-64               | \$ 6,858                | - | \$ 8,413  |
| 3105 | Forensic Specialist               | W-60               | \$ 6,603                | - | \$ 8,098  |
| 3005 | Jail Supervisor                   | W-61               | \$ 6,666                | - | \$ 8,176  |
| 3095 | Parking Enforcement Dispatcher    | W-19               | \$ 4,507                | - | \$ 5,501  |
| 3050 | Plan Check Inspector              | W-87               | \$ 8,533                | - | \$ 10,483 |
| 3140 | Police Digital Media Technician   | W-60               | \$ 6,603                | - | \$ 8,098  |
| 3111 | Police Services Assistant         | W-19               | \$ 4,507                | - | \$ 5,501  |
| 3112 | Police Services Specialist        | W-38               | \$ 5,373                | - | \$ 6,574  |
| 3040 | Property Officer                  | W-36               | \$ 5,274                | - | \$ 6,451  |
| 3020 | Records Specialist                | W-21               | \$ 4,590                | - | \$ 5,604  |
| 3010 | Records Supervisor                | W-46               | \$ 5,789                | - | \$ 7,090  |
| 3100 | Senior Forensic Specialist        | W-79               | \$ 7,906                | - | \$ 9,712  |
| 3113 | Senior Police Services Specialist | W-48               | \$ 5,899                | - | \$ 7,226  |
| 3015 | Senior Records Specialist         | W-31               | \$ 5,034                | - | \$ 6,155  |
| 3070 | Traffic Control Officer           | W-45               | \$ 5,736                | - | \$ 7,023  |

**EXHIBIT "C"**

**DEFINITIONS OF "NEW MEMBER" AND "CLASSIC MEMBER" PER THE PUBLIC EMPLOYEES'  
PENSION REFORM ACT OF 2013 – PEPRA.**

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

**New Member**

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

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

**Classic Member**

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

## Certificate Of Completion

|  |                           |
|--|---------------------------|
| Envelope Id: CF7CFAD9272B42CF843BA16255AB76AF                        | Status: Completed         |
| Subject: Please DocuSign: Final Safety Support MOU - June 1 2020.pdf |                           |
| Source Envelope:   |                           |
| Document Pages: 52   | Signatures: 5             |
| Certificate Pages: 2   | Initials: 0               |
| AutoNav: Enabled   | Envelope Originator:      |
| Envelopeld Stamping: Enabled   | Joe Evans                 |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                    | 455 N. Rexford Drive      |
|  | Beverly Hills, CA 90210   |
|  | jevans@beverlyhills.org   |
|  | IP Address: 23.242.222.10 |

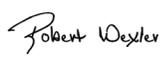
## Record Tracking

|                     |                         |                    |
|---------------------|-------------------------|--------------------|
| Status: Original    | Holder: Joe Evans       | Location: DocuSign |
| 8/3/2020 8:03:37 AM | jevans@beverlyhills.org |                    |

## Signer Events

| Signer Events  | Signature  | Timestamp   |
|--|--|---|
| Melissa Sutton<br>msutton@beverlyhills.org<br>Security Level: Email, Account Authentication (None) |               | Sent: 8/3/2020 8:07:59 AM<br>Viewed: 8/8/2020 11:23:20 PM<br>Signed: 8/8/2020 11:29:13 PM |
|  | Signature Adoption: Drawn on Device<br>Using IP Address: 172.251.52.242<br>Signed using mobile |   |

**Electronic Record and Signature Disclosure:**  
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|   |  |  |
|---|--|--|
| Robert Wexler<br>rwexler@rlslawyers.com<br>Security Level: Email, Account Authentication (None) |  | Sent: 8/8/2020 11:29:17 PM<br>Resent: 9/21/2020 7:17:41 AM<br>Viewed: 9/22/2020 8:44:49 AM<br>Signed: 9/22/2020 8:46:54 AM |
|   | Signature Adoption: Pre-selected Style<br>Using IP Address: 98.153.172.82          |  |

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

|  |   |  |
|--|---|--|
| Peter Brown<br>pbrown@lcwlegal.com<br>Security Level: Email, Account Authentication (None) |  | Sent: 9/22/2020 8:46:59 AM<br>Viewed: 9/22/2020 8:50:31 AM<br>Signed: 9/22/2020 8:51:06 AM |
|  | Signature Adoption: Pre-selected Style<br>Using IP Address: 128.177.30.34           |  |

**Electronic Record and Signature Disclosure:**  
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|  |   |  |
|--|---|--|
| Kirsten Rowe<br>krowe@beverlyhills.org<br>Security Level: Email, Account Authentication (None) |  | Sent: 9/22/2020 8:51:11 AM<br>Viewed: 9/22/2020 8:56:33 AM<br>Signed: 9/22/2020 8:57:23 AM |
|  | Signature Adoption: Pre-selected Style<br>Using IP Address: 172.91.170.240          |  |

**Electronic Record and Signature Disclosure:**  
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| Signer Events   | Signature   | Timestamp  |
|---|---|--|
| Shelley Ovrom<br>sovrom@beverlyhills.org<br>Director of Human Resources<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 47.232.161.217 | Sent: 9/22/2020 8:57:29 AM<br>Viewed: 9/22/2020 9:41:10 AM<br>Signed: 9/22/2020 9:41:26 AM |

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| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
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| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
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| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|   |   |  |
|---|---|--|
| Michael Dunn<br>mdunn@beverlyhills.org<br>Records and Archives Manager<br>City of Beverly Hills<br>Security Level: Email, Account Authentication (None) | <div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | Sent: 9/22/2020 9:41:31 AM<br>Viewed: 9/25/2020 4:35:07 PM |
|---|---|--|

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|  |   |                            |
|--|---|----------------------------|
| Jason Lawrence<br>jlawrence@beverlyhills.org<br>Security Level: Email, Account Authentication (None) | <div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | Sent: 9/22/2020 9:41:32 AM |
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|---|---|----------------------------|
| Lourdes Sy-Rodriguez<br>lsyrodriquez@beverlyhills.org<br>Security Level: Email, Account Authentication (None) | <div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div> | Sent: 9/22/2020 9:41:33 AM |
|---|---|----------------------------|

**Electronic Record and Signature Disclosure:**  
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| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent       | Hashed/Encrypted | 9/22/2020 9:41:33 AM |
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| Signing Complete    | Security Checked | 9/22/2020 9:41:33 AM |
| Completed           | Security Checked | 9/22/2020 9:41:33 AM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|