

CITY OF SIGNAL HILL
MEMORANDUM OF UNDERSTANDING (MOU)
PURSUANT TO THE CALIFORNIA
MEYERS-MILIAS-BROWN ACT
COVERING THE PERIOD OF
JANUARY 1, 2004 THROUGH DECEMBER 31, 2005

BY AND BETWEEN
THE SIGNAL HILL POLICE OFFICERS' ASSOCIATION
AND
THE CITY OF SIGNAL HILL

TABLE OF CONTENTS

INTRODUCTION	4
RECOGNITION	4
ACCESS TO WORK LOCATIONS	5
VACATION	5
SICK LEAVE	8
BEREAVEMENT LEAVE	10
INDUSTRIAL LEAVE	10
TEMPORARY DISABILITY LEAVE	11
TEMPORARY MILITARY LEAVE	11
JURY DUTY	12
LEAVE OF ABSENCE WITHOUT PAY	12
FAMILY LEAVE	12
HOLIDAYS	14
HOURS OF WORK	16
ATTENDANCE	16
OVERTIME	17
WAGES	19
COURT STANDBY	19
CALL BACK DUTY	20
DETECTIVE STANDBY PAY20
ACTING PAY	21
HEALTH INSURANCE	21

VISION INSURANCE	23
DENTAL INSURANCE	23
LIFE INSURANCE	24
RETIREMENT PLAN	24
MILITARY SERVICE CREDITED AS PUBLIC SERVICE	25
UNIFORM ALLOWANCE	25
TIME OFF FOR EXAMINATIONS	26
MEDICAL AND/OR PHYSICAL EXAMINATION	26
EDUCATION INCENTIVE	26
FLEXIBLE BENEFITS PLAN	29
FAIR LABOR STANDARDS ACT	29
PEACEFUL PERFORMANCE	32
MANAGEMENT FUNCTIONS	32
CONSTRUCTION	34
FULL UNDERSTANDING, MODIFICATIONS, WAIVER	34
MAINTENANCE OF BENEFITS	35
SAVINGS CLAUSE	35

INTRODUCTION

This Memorandum of Understanding, hereinafter referred to as the "Agreement," has been prepared pursuant to Government Code § 3500 through 3510 as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of requests of the Signal Hill Police Officers' Association. The items in this Agreement are subject to the approval of the City Council of the City of Signal Hill and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period commencing on January 1, 2004 and continuing through and including December 31, 2005 unless otherwise provided.

RECOGNITION

The City hereby recognizes the Signal Hill Police Officers' Association (The "Association") as the majority representative of the employee representation unit consisting of the following classifications:

Police Officer
Police Sergeant

Nothing contained herein shall be construed to deny those employees who do not belong to the Association from being covered by the terms and conditions of this Agreement. Nothing in this section shall prohibit any employee from appearing in his/her own behalf in his/her employment relations with the City.

The following job assignments shall be considered "at will" assignments to be made by the Chief of Police (hereinafter the "Department Head") at his/her sole and unfettered discretion. Employees so assigned serve at the pleasure of the Department Head and may be reassigned by him/her at any time without any right to a hearing, including, but not limited to any so-called "Skelly" hearing. Employees performing special job assignments will receive a pay differential above their base classification rate as defined below:

<u>Special Assignment</u>	<u>Base Classification</u>	<u>Pay Differential</u>
Police Senior Officer	Police Officer	5.4%
Police Sr. Officer Detective	Police Officer	7.4%
Police Detective	Police Officer	5.4%

<u>Special Assignment</u>	<u>Base Classification</u>	<u>Pay Differential</u>
Police Canine Officer	Police Officer	5.4%
Police Motor Officer	Police Officer	5.4%
Police Detective Sgt.	Police Sergeant	5.4%
Police Administrative Sgt.	Police Sergeant	5.4%
Police Field Training Officer	Police Officer	3.5%
Police Field Training Sr. Officer	Police Officer	8.9%

*effective the first pay period following City Council approval of this Agreement

ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work locations without the consent of the City or its authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.

Association meetings may be held during work hours with the prior approval of the City. The City shall not unreasonably withhold such approval provided the proposed Association meeting does not interfere with the normal operations of the Department. On-duty personnel may not attend any such meeting without the prior approval of the appropriate Divisional Commander.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

VACATION

A. Basis of Accrual

Every probationary, regular, and interim employee shall be entitled to a paid vacation leave of 96 hours per year. Accrual of vacation begins with the first working day following appointment and thereafter accrues on a bi-weekly basis. Following the completion of the fifth year of full-time continuous service every employee shall accrue paid vacation leave at the rate of 112 hours per year. Following the completion of the tenth year of full-time continuous service, every employee shall accrue a paid vacation leave of 136

hours per year. Following the completion of the fifteenth year of full-time continuous service, every employee shall accrue a paid vacation leave of 152 hours per year. Following the completion of the twentieth year of full-time continuous service, every employee shall accrue a paid vacation leave of 168 hours per year. Following the completion of the twenty-fifth year of full-time continuous service, every employee shall accrue a paid vacation leave of 176 hours per year. For purposes of this Section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

B. Vacation Accrual

All employees shall be entitled to accrue vacation earned during two full calendar years of employment. Department Heads shall encourage the taking of accrued vacation leave. If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he/she must submit a request in writing to his/her department head listing these reasons. The Department Head and City Manager shall review and may grant such request if it is in the best interest of the City. The excess of the limit shall be determined by the Department Head and the City Manager. It is not the intent of this section to penalize an employee who is not able to utilize his/her accumulated vacation because of scheduling problems within the individual department. No employee shall be required by the Department Head to take vacation time off unless the required vacation is for a minimum of three (3) consecutive shifts at any one (1) time.

C. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays falls within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

E. Compensation for City Work During Vacation Prohibited

No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, during the time of his/her paid vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation in the event of an emergency and place him/her on regular pay status.

F. Scheduling Vacations

An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by his/her Department Head that such absence will not materially affect the department. Each employee must consider the needs of the department when requesting annual vacation leave. An employee shall provide one-week notice in advance of the day(s) he/she is requesting vacation time off.

Vacation scheduling shall be done according to seniority in grade by assignment (i.e. Patrol Sergeant, Detective Sergeant, Police Detective, Police Senior Officer, and Police Officer). For patrol personnel, the master vacation list sign-ups will begin in January of each year for the following July through June. Sign-up will be by seniority in grade. Employees wishing to exercise their seniority rights must sign up on the master vacation list, unless otherwise required by law. Any vacation balance an employee has may be scheduled after all other employees in patrol have exercised their scheduling rights.

The Department shall retain control of the total number of personnel allowed to be off for vacation at any one time. An employee wishing to change his/her vacation schedule, must give prior notice, as stated above, and may not, by virtue of such change, cause another employee's vacation to change.

G. Vacation Buy Back

Employees who have been employed in a full-time classified position with the City and have completed at least five (5) years of service but with less than ten (10) years of service may be eligible once a year to cash out a maximum of 40 hours of vacation leave. Employees who have completed at least ten (10) years of service in a full-time classified position with the City may be eligible once a year to cash out a maximum of 80 hours of vacation leave. To be eligible, employees must use at least 40 hours of vacation leave during the prior 12-month period.

Employees who participate in the vacation buy back program are not eligible for leave of absence without pay.

H. Terminal Vacation Pay

Any employee separating from the City service who has accrued vacation leave shall be entitled to terminal pay in lieu of such vacation at the regular rate of pay. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

SICK LEAVE

A. Accrual of Sick Leave

Every probationary, regular, and interim employee shall accrue eight hours sick leave with pay for each calendar month of actual continuous service dating from the commencement of said service, with such time to be accrued on a bi-weekly basis. Such accruals shall be cumulative. The maximum accumulated sick leave to any employee's credit at any time shall be reduced to 960 hours on June 30 of every year. An employee shall not receive payment for unused sick leave accumulated to his/her credit upon termination, whether voluntary or involuntary, except upon retirement as described in paragraph D3 and D4 of this section.

Sick leave shall not be considered a right which an employee may use at his/her discretion. Sick leave shall be allowed if:

1. Actual illness or non-job incurred disability makes it impossible for the employee to perform his/her normal work assignments;
2. A pre-scheduled doctor, dental or optometry appointment has been approved by the employee's direct supervisor;
3. Because of illness, a spouse or a dependent child requires constant care and no other care is available and/or financially feasible except that of the employee. The use of sick leave under this section shall be limited → to 48 hours per calendar year, and is not cumulative but reverts to regular sick leave on December 31 of each year.

B. Proof of Illness

In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. If the sick leave request equals five or more working days, the Department Head may also designate the licensed physician to conduct a physical examination and such examination shall be conducted at City expense. Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head the employee has abused such privileges.

C. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to cease until he/she returns to work.

D. Sick Leave Pay-off

Annually in June, all sick leave accumulated during the preceding fiscal year (based on 26 pay periods following the previous pay-off) shall be computed for each employee. Each employee has the option to:

1. Add his/her total accumulation for the current year to his prior accumulation of sick leave.
2. Provided that an employee has a minimum of 48 hours accumulated, convert to salary compensation any sick leave accumulation during the current year in excess of 48 hours at the regular rate of pay, provided however that:
 - a. Each employee who has been continuously employed by the City for more than five but less than ten years, and who has accumulated a "bank" of at least 240 hours of sick leave, shall be entitled to convert to salary compensation any sick leave accumulation during the current year in excess of 32 hours.
 - b. Each employee who has been continuously employed by the City for more than ten years, and who has accumulated a "bank" of at least 400 hours of sick leave, shall be entitled to convert to salary compensation any sick leave accumulation during the current year in excess of 16 hours.

Employees separating from the City prior to the annually scheduled pay-off shall not be entitled to option 1 or 2 as outlined above. There is no pro-ration of this benefit.

3. Any employee that retires with a vested pension shall be entitled to receive payment at retirement for 50% of accumulated unused sick leave days, but not, in any event, more than 50% of the 960 hours maximum accumulation. Provided further that any employee retiring on permanent disability arising out of and incurred in the course and scope of his/her employment with the City shall be entitled to receive payment at retirement for 50% of accumulated unused sick leave days, but, in any event, not more than 50% of the 960 hour maximum accumulation.

4. Effective June 30, 1992, the City amended its contract with P.E.R.S. to provide the benefits under Government Code Section 20862.8 for the remainder of the unused sick leave.

BEREAVEMENT LEAVE

Whenever any employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather or grandchildren) such person shall be entitled to a leave of absence with pay for up to 24 work hours. The employee shall complete a Bereavement Leave Form provided by the Personnel Office requesting authorization of Bereavement Leave Pay. This request must be approved by the employee's Department Head or immediate supervisor and the Personnel Officer. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of the critical illness of that same relative has been granted. Absences under this Section shall not be charged against sick leave. A Department Head may, under special circumstances, grant Bereavement Leave to an employee due to death or critical illness of individuals other than those immediate family members listed above.

INDUSTRIAL LEAVE

Leave with pay for employees injured or sustaining an illness in the line of duty shall be granted as follows:

Whenever a sworn police employee sustains an injury while actively engaged in law enforcement, he/she shall receive compensation as provided under the State Worker's Compensation Act.

Such officer shall be placed upon leave of absence at full pay and shall be paid by the City for so long as is required by Section 4850 and related Sections of the Labor Code. During the time the City is required to pay and actually pays, the employee shall not be entitled to receive any temporary disability payments under the Worker's Compensation Act or retirement benefits under the Public Employee's Retirement System, and the City shall be entitled to receive all payments which would otherwise be payable to such employee for such temporary disability or upon retirement.

An employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall continue to accrue both sick and annual leave credits as appropriate to the individual concerned, during the period he/she receives such indemnity.

Medical care and payments for permanent disabilities incurred in the course of employment shall be as prescribed by the Worker's Compensation Act.

All injuries sustained in the course of employment shall be reported at once, and under no circumstances later than 24 hours, to the Department Head, who shall in turn immediately report the same to the Personnel Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head or immediate supervisor shall complete and forward the required report to the Personnel Office within 24 hours following the injury.

Any employee who claims or receives workers' compensation benefits shall deposit said benefits with the Director of Finance for credit to the City.

TEMPORARY DISABILITY LEAVE

Upon submission of an appropriate certificate from a licensed physician, an employee may be granted temporary disability leave. The employee utilizing temporary disability leave may utilize all sick leave, vacation, comp time and/or personal days. The remainder of the absence required will be on the basis of leave without pay. If leave without pay is utilized, no accruals of leave or benefits will be credited to the employee.

The granting of any temporary disability leave without pay exceeding 15 consecutive calendar days shall cause the employee's salary anniversary date and calculation of full-time continuous service to be extended by the number of calendar days for which such temporary disability leave has been granted less the first 15 days of such leave.

Whenever the Temporary Disability Leave is due to a pregnancy of a female employee, the employee shall produce a certificate of a licensed physician which shall advise the City that she is capable of returning to the normal work assignments of the position from which she departed. Temporary disability leave because of pregnancy shall not extend beyond a maximum period of six (6) months unless the licensed physician requests an additional period of absence which may or may not be granted by the Personnel Officer. It shall be the obligation of the employee to notify the Personnel Officer as early as possible of any knowledge relating to her pregnancy so that advance arrangements may be made as necessary for the continuance of the performance of the duties of the employee during the temporary disability leave.

TEMPORARY MILITARY LEAVE

Temporary military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State. An employee entitled to temporary military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to his/her Department Head. The Department Head

shall advise the Personnel Officer of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on temporary military leave. This provision shall not be construed to grant any benefits to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

JURY DUTY

Each full-time probationary, regular and interim employee ("qualifying employee") will be entitled to compensation at his/her regular rate of pay for a maximum of ten (10) days (80 hours) of jury duty annually. When first called to jury duty, a qualifying employee, having provided at least five (5) working days advanced written notice, shall be entitled to his/her regular rate of pay provided he/she deposits his/her jury duty fees with the Director of Finance. The Department Head shall insure that proper manpower is allocated to cover the absence. A qualifying employee called for jury duty shall be assigned to the day shift, Monday through Friday, 8:00 a.m. to 5:00 p.m. Employees released early from jury duty shall report to the Department Head for assignment for the duration of the day shift. The assignment shall be, unless the shift is significantly under-staffed, an educational training session with a police detective, sergeant, or management member. Qualifying employees shall be entitled to keep mileage reimbursement paid while on jury duty. An extension to the 80-hour paid leave may be approved by the City Manager for extenuating circumstances.

LEAVE OF ABSENCE WITHOUT PAY

A. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the City Council pursuant to the recommendation of his/her Department Head and the City Manager. In case of a leave of absence without pay of sixty (60) consecutive calendar days or less, the approval of the City Council shall not be required.

A leave without pay may be granted for the following reasons:

1. Illness or disability.
2. Family and Medical Leave Act - In accordance with Chapter 462 of the Statutes of 1991 - "The Family Rights Act of 1991" - which allows for an employee to take up to twelve weeks during a twelve (12) month period for an unpaid family care leave. Family Care Leave means either: 1) leave for reason of the birth of a child; the placement of a child with an employee in connection with the adoption of the child by the employee; or the serious illness of a child of the employee; 2) leave to care for a parent or a spouse who has a serious health condition; 3) a disabling illness of the employee.

This Act applies only to full-time employees with a minimum of one (1) year of service who have worked for the employer for a total of at least twelve (12) months and worked at least 1,250 hours over the previous twelve (12) months.

3. To take a course of study which will increase the employee's usefulness on return to his/her position in the City service.
4. For personal reasons acceptable to the City Council and/or City Manager and Department Head.

The City shall guarantee the employment of the employee in the same or a comparable position upon termination of the leave.

B. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Personnel Officer and shall state specifically the reason for the request, the date when the leave is desired to begin, the probable date of return, and the agreement to reimburse the City for any benefit premiums paid for by the City during the leave of absence.

The request shall normally be initiated by the employee but may be initiated by his/her Department Head and upon written recommendation of the Department Head that it be granted, modified or denied shall be promptly transmitted to the City Manager.

The City Manager shall then make his/her recommendation in writing and transmit the request to the City Council unless the request is for a leave of sixty (60) consecutive days or less in which case the action of the City Manager shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Director of Finance.

C. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one year provided that the City Council may extend such leave for an additional period not to exceed one year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

D. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her Department Head at least fourteen (14) calendar days prior to the day he/she plans to

return. The Department Head shall promptly notify the City Manager and the Personnel Officer of the employee's intention. Upon return the employee shall be placed at the same or comparable classification and salary step as was in effect prior to the leave.

E. Leave Without Pay

An employee shall utilize all his/her compensatory time off prior to taking an authorized leave of absence without pay and shall be able to utilize accumulated vacation at his/her discretion. A prorated reduction of normal annual vacation and sick leave accruals shall be applicable to approved absence without pay. Any absence without pay constitutes a break of continuous service with the City. The granting of any leave without pay exceeding 15 consecutive calendar days shall cause the employee's salary anniversary date and calculation of full-time continuous service to be extended by the number of calendar days for which such leave has been granted less the first 15 days of such leave. An employee on leave of absence does not have all of the privileges granted regular full-time employees.

F. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his/her City insurance benefits by reimbursing the City for the costs of insurance on a monthly basis during the period of the leave or through a pay-back plan approved by the Department Head and the City Manager. Failure to reimburse the City for such benefits during the term of a leave of absence will result in the employee's coverage terminating on the first day following the month in which the last payment was received.

HOLIDAYS

A. Authorized Holidays

Every employee shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

1. January 1 (New Years Day)
2. The third Monday in January (Martin Luther King Jr. Day)
3. The third Monday in February (Presidents' Day)
4. The last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. The first Monday in September (Labor Day)
7. The second Monday in September (Admission Day)
8. November 11 (Veterans Day)
9. Thanksgiving Day
10. The Friday after Thanksgiving Day
11. December 25 (Christmas Day)
12. 24 scheduled personal holiday hours to be arranged under the same conditions as described under VACATION, Section F, of this Agreement. These personal hours are not

cumulative and must be used during the calendar year, no later than the last pay period ending in the calendar year. All new employees shall receive 2 hours of personal holiday leave for each month remaining in the calendar year starting from and including the month of their hire.

13. Every day appointed by the President of the United States or the Governor of California to be a public holiday or by the City Council to be a City holiday. These do not include newly granted holidays to Federal or State employees granted by the President or the Governor, but includes "one-time" public holidays for special occasions.

The specific days that City employees will observe the holiday may be determined by the City Council.

B. Procedure if Holiday Falls on Saturday or Sunday

For those employees whose normal workweek is Monday through Friday, when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

C. Procedure if Holiday Falls on Regular Day Off

If holiday occurs on a day which is the employee's regular day off, he/she shall be entitled to holiday pay in the amount of eight hours at straight time.

D. Employees Required to Work on Holiday

Any employee whose work schedule and assignment of duties requires him/her to work on an authorized holiday shall receive eight hours of holiday pay for such work at the same rate of pay at which he/she is employed, in addition to his/her normal pay for the time worked. Alternatively, at the discretion of the supervisor or Division Commander an employee's work schedule may be altered to provide a day off in lieu of holiday pay.

E. Employees on Industrial Leave

Employees on Industrial Leave shall not be entitled to additional pay and/or additional time off for holidays which occur during the time an employee is on industrial leave.

F. Effect of Sick Leave on Holiday Pay

An employee whose work schedule and assignment of duties require him/her to work on an authorized holiday and who calls in sick on that work shift shall be paid eight (8) hours of holiday pay and shall also be charged for the appropriate use of sick leave.

HOURS OF WORK

All patrol officers shall be assigned to twelve and one-half (12.5) hour shifts, one-half (.5) hour of which shall be for the purposes of briefing and/or training and which shall be compensated as overtime pursuant to Page 13. Each employee shall be granted consecutive days off.

The Association acknowledges and agrees the City may revoke and/or modify this work schedule for any reason whatsoever. Such a decision to revoke and/or modify is not subject to the grievance process, appeal to the Civil Service Commission, appeal to the City Council, or to court action, and is acknowledged to be a management prerogative.

It is expressly agreed that the 12.5-hour shift is not considered to be a term or condition of employment and may be modified by the City Council at any time unilaterally, without meeting and conferring, and the Association waives any rights it may have under the Meyers-Milias-Brown Act.

The Association further acknowledges and agrees this 12.5-hour shift plan shall not create a vested right and/or a past practice binding upon the City in the future.

The City has implemented the 12.5-hour shift plan in an effort to improve scheduling options and to reduce the necessity for assigning overtime to sworn employees. It is understood and agreed that all sworn employees in the department affected by this change recognize and accept their responsibility to make the plan work and will cooperate by making themselves available to respond to requests or orders regarding shift adjustments, subpoenas, training, or emergency call-backs made by management.

Detectives shall work eighty (80) hours per pay period as determined by the Department Head.

All Officers must remain in communication with the Department during meal periods (not to exceed thirty minutes) and are subject to being called away for emergency services.

Hours may be changed temporarily to meet specific emergencies by the Department Head.

ATTENDANCE

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Finance in the form and on the dates he/she shall specify. Failure on the part of an employee absent without leave to return to duty within 24 hours after a due

notice to return to duty has been issued shall be cause for immediate discharge, and such employee automatically waives all rights under the personnel ordinance and these rules.

OVERTIME

A. Authorization/Definition

It is the policy of the City of Signal Hill to avoid the necessity for overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

An employee who works at any time other than when the employee is regularly scheduled to work, shall be entitled to overtime compensation at one and one-half times the employee's hourly rate, subject to the following exceptions:

1. No overtime shall be recorded or reported for less than one-half hour of work.
2. Straight Time Pay shall be paid when an employee's scheduled training hours are equivalent to the normal duty hours for which he/she was relieved. If the scheduled training hours exceed the amount of hours that employee would have worked in the same period (i.e., a scheduled 44 hour school in a one week period), the employee will be paid at a rate of time and one-half for any scheduled hours which exceed his/her normal number of hours during that period.
2. Holiday pay paid at straight time rate.

B. FLSA Overtime

For the purposes of calculating overtime under the terms of the Fair Labor Standards Act (FLSA), all sworn employees required to perform in excess of the standard work period of 171 hours in a 28 day cycle, shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following component, in addition to base salary: Education Incentive Payment Compensation (as set forth on page 21).

D. Compensatory Time

In lieu of being paid cash for accrued overtime, an employee may elect to bank compensatory time off at the rate of time and one-half for overtime worked. The total accrual of compensatory time shall not exceed one hundred four (104) hours (sixty-nine (69) hours of overtime worked calculated at time and one-half).

Any compensatory time earned in excess of the one hundred four-hour limit shall be paid off in cash at the rate of time and one-half at the applicable rate of pay.

An employee may take his/her compensatory time off at any time during the year, contingent upon determination by his/her Department Head or immediate Supervisor that such absence will not materially affect the Department and that the time will be scheduled in the same manner as prescribed for vacation time. Each employee must consider the needs of the department when requesting compensatory time off and shall provide as much notice in advance as possible of the day(s) which he/she is requesting time off. In no instance may the City require that an employee take compensatory time off.

At any time during the year, an employee may request in writing to convert hours in excess of twenty-four (24) hours of their accumulated compensatory time to salary compensation at the regular rate of pay at straight time.

On November 30, of each year, any employee who has accumulated more than 24 hours of compensatory time after conversion at time and one-half shall have converted to salary compensation those hours in excess of 24 at the regular rate of pay at straight time.

No employee will be entitled to convert to cash any compensatory time during the same pay period in which disciplinary action is imposed.

E. Paid Leave Time Exclusions

In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absences include, but are not limited to, the following:

1. Vacation
2. Holiday Leave
3. Sick Leave
4. Administrative Leave
5. Compensatory Leave
6. Workers Compensation Leave
7. 4850 Time
8. Jury Duty
9. Bereavement Leave
10. Military Leave

Notwithstanding the provisions of Section E above, the following types of overtime shall be compensated at time and one-half irrespective of any paid leave exclusions and irrespective of the total number of hours otherwise worked in a work period:

1. Court Pay: As defined elsewhere in this Memorandum of Understanding.
2. Assigned Overtime: Instances where an employee is ordered or assigned to work overtime by a Supervisor.

F. Out of Classification Overtime

Employees working out of classification as a management exempt employee shall not receive overtime compensation for duties performed as an exempt employee.

WAGES

The City agrees to pay the following wage increases to all employee classifications recognized in this Agreement; such increases to become effective on the dates indicated and according to the qualifying criteria (where applicable) below:

<u>Effective Date</u>	<u>% Increase</u>
3-06-04	3% Salary Police Officer and Police Sergeant
1-08-05 (First pay period in January 2005)	2% Salary Police Officer and Police Sergeant

COURT STANDBY

A. Court Alert Pay

An employee who, while off duty, is on court standby status may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked under the FLSA. However, in recognition of the City's past practice, an employee on court standby shall receive two (2) hours of compensation at time and one-half for awaiting a call to court between 8:00 a.m. and 12:00 noon, and two (2) hours of compensation at time and one-half for awaiting a call to court after 1:01 p.m. Travel time to and from the court shall not be considered hours worked and shall not be compensated in any manner whatsoever. Payments made under this provision shall not count towards hours worked for purposes of the FLSA.

B. Court Pay

Court Pay is intended to compensate officers for time spent in court during their off-duty hours. When an officer is physically called to court, he/she shall receive compensation at time and one-half for time actually spent in court. Court Pay shall be a minimum of two hours.

CALL BACK DUTY

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift, or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of two- (2) hours compensation at the overtime rate commencing when he/she reports for duty. Any hours worked in excess of two (2) hours shall be compensated at the overtime rate for actual time worked. This provision is to be distinguished from "Court Standby Pay," as described above, which is to be used when an employee is called back to court. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

An employee who is called back to work and has one and one-half (1.5) hours or less between the end of his/her call back assignment and the commencement of his/her next work shift or has one and one-half (1.5) hours or less between the end of his/her work shift and the commencement of the call back assignment, shall be compensated for such actual interim time at the overtime rate. The Department shall require that the employee work during this interim time. An employee who has an interim time greater than one and one-half (1.5) hours shall receive no additional compensation for such actual interim time.

DETECTIVE STANDBY PAY

A. General Policy

When an employee is required to be available for immediate emergency call back at times when the employee is not otherwise on duty, the employee may leave a telephone number where he/she may be reached while on standby. Such time is not considered hours worked under the FLSA.

B. Compensation

Pursuant to this Agreement, and effective the first pay period following City Council approval of this Agreement, a detective will be compensated a maximum of \$100 per weekend standby shift, and \$100 per holiday shift, for all holidays defined within this Agreement, excluding personal holidays. A maximum of two detectives shall be eligible to receive such compensation, to be determined by the Chief of Police. Such compensation shall not be counted toward total hours worked for purposes of calculating overtime. A weekend shift is hereby established and defined as the entire period of time extending from the close of regular business on Friday to the beginning of regular business on Monday. To qualify for the weekend and/or holiday shift compensation, the employee must be on standby for the entire period as defined.

ACTING PAY

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that which the employee currently holds, the employee shall be compensated for that acting role after serving 15 consecutive working days in the higher classification.

HEALTH INSURANCE

Effective the first of the month following City Council approval, the City will contribute seven hundred fifty (\$750) per month on behalf of each full time probationary, regular and interim employee ("qualifying employee") and qualifying retiree hired prior to January 1, 2004, toward a health benefit plan as outlined below. Effective January 1, 2005, the City contribution will increase to seven hundred seventy-five (\$775) per month.

1. A qualifying employee and retiree may select health insurance coverage from among those plans offered by the City.
2. Should the City contribution be insufficient to pay the monthly premium, the deficit shall be paid through employee contributions made by payroll deductions from the next payroll. For retirees, the City will notify PERS to deduct from the monthly check of each qualifying retiree the same amount as deducted from an employee in the same benefit category.
3. A qualifying employee may utilize fifty percent (50%) of the balance between the cost of a health plan premium and the City contribution for "other benefits" offered in a partial cafeteria plan as determined by the City. The remaining fifty percent (50%) will go back to the City's general fund. Under no circumstances may an employee receive cash. Should the employee portion of the balance be insufficient to pay one hundred percent (100%) of the cost of selected "other benefits", the deficit shall be paid through employee contributions made by payroll deductions.
4. A qualifying retiree may not participate in the partial cafeteria plan. The balance between the cost of a health plan and the City contribution will go back to the City's general fund.
5. The City agrees to permit an employee to withdraw from the City health insurance coverage as follows:
 - a. The employee must provide written proof to the Personnel Department on a semi-annual basis that the employee is covered by another health plan.

- b. The employee must notify the City during the open enrollment period.
 - c. An employee who is qualified to withdraw from the medical plan may utilize fifty percent (50%) of the City contribution for "other benefits" offered in the partial cafeteria plan. Under no circumstances may an employee receive cash.
6. Employees hired after January 1, 2004, who have a minimum of 5 years of service credit with the City, shall receive retiree health benefits in an amount equal to the City paid monthly premium for retirees, based on the following schedule:
- a. Employees with less than 5 years service with the City, but who are otherwise vested with PERS, would be eligible to receive the minimum monthly premium mandated by PERS.
 - b. Employees with 5-10 years of service (combined City service plus 50% credit for service with another PERS agency), shall be eligible to receive 50% of the monthly benefit) applicable towards the employee only.
 - c. Employees with 11-15 years of service (combined City service plus 50% credit for service with another PERS agency) shall be eligible to receive 75% of the monthly benefit, applicable towards the employee only.
 - d. Employees with 16 or more years of service (combined City service plus 50% credit for service with another PERS agency) shall be eligible to receive 100% of the monthly benefit, applicable towards the employee and one dependent.
 - e. An employee who has qualified for a job-related PERS disability retirement may petition, on a case-by-case basis within 60 days of disability retirement decision, for an upgrade to their retiree health benefit (which in no case shall exceed 100% of the retiree health insurance benefit in place at the time of the petition) to a committee comprised of the City Manager, Finance Director, Chief of Police, and president of the POA. The committee's recommendation shall be subject to approval by the City Council.

VISION INSURANCE

Effective the first of the month following City Council approval, the City shall pay the monthly premium for a vision plan for each eligible full-time, probationary, regular and interim safety employee ("qualifying employee"), including the Chief of Police and Police Captains. The vision plan is not available to retirees. If an employee chooses to enroll their legal dependants in the vision plan they will be responsible to pay the monthly premium costs for those dependents either through payroll deductions or by utilizing any or all of fifty (50%) of the balance between the cost of the health plan premium and the City contribution.

DENTAL INSURANCE

The City shall contribute forty-eight dollars (\$48.00) per month on behalf of each full-time probationary, regular or interim safety employee ("qualifying employee") including the Chief of Police, Police Captains, Police Lieutenant, and Police Lieutenant/Project Manager to a dental insurance pool ("pool").

Funds in the pool shall be used to pay the monthly premiums of the qualifying employees for dental insurance coverage for themselves and their lawful dependents. At the end of each month, following payment of that month's premium, any funds remaining in the pool shall revert to the City's General Fund.

Should the pool be insufficient in any month to pay that month's premium, the deficit shall be eliminated through qualifying employee contributions made by payroll deductions from the next payroll.

Contributions to the pool deficit shall be calculated as follows:

1. Each qualifying employee (the "employee") will have \$48 (the "1st Credit") credited toward the cost of their medical premium which credits shall constitute the Dental Insurance Pool (the "Pool").
2. It is the purpose of the formula contained herein to make funds available from those employees whose premiums are less than \$48 for those employees whose premiums exceed \$48.
3. Where an employee's premium is less than \$48, the difference between the premium and \$48 (the "Excess Funds") shall remain available in the Pool to be credited to those employees whose premiums exceed \$48. The portion of the Excess Funds credited to each employee shall be determined by dividing the aggregate Excess Funds by the total number of employees whose premiums exceed \$48 (the "2nd Credit").

4. Where an employee's premium exceeds the 1st Credit but is less than the sum of the 1st and 2nd Credits, the difference between the premium and the 1st and 2nd Credits (the "Excess Funds") shall remain available in the Pool to be credited to those employees whose premiums exceed the sum of the 1st and 2nd Credits. The portion of the Excess Funds credited to each employee shall be determined by dividing the aggregate Excess Funds by the total number of employees whose premiums exceed the sum of the 1st and 2nd Credits.
5. This process shall be repeated until all Excess Funds in the Pool have been credited to the employees. Employees whose premiums exceed the aggregate credits they receive under this formula will be responsible for paying all premiums in excess of such aggregate credits.

During the term of this Agreement, the City may explore alternative sources of dental insurance coverage, with the intent being to reduce the cost of insurance or increase benefits for employees.

LIFE INSURANCE

The City will provide, at the City's expense, the following insurance policies for every full-time probationary, regular and interim employee: 1) a "basic" Term Life Insurance policy in the amount of fifty thousand dollars (\$50,000), and 2) Accidental Death and Dismemberment Insurance policy in the amount of fifty thousand dollars (\$50,000).

The City will provide the opportunity for an employee to elect to purchase additional life insurance by making payroll contributions for the cost of premiums in excess of the amount the City pays for the "basic" policy described above.

RETIREMENT PLAN

Every employee in the competitive service shall participate in the Public Employees' Retirement System retirement plan as adopted by the City Council. Participation shall begin immediately upon employment. Such participation in the retirement plan continues until the employee terminates employment with the City for any reason, and shall then cease under the terms of said plan.

The City will pay nine percent (9%) of the employee's personal retirement contribution in addition to the normal employer contribution.

Effective June 30, 2002, the City amended its contract with the Public Employees' Retirement System to provide the 3% at 50 retirement formula, Government Code § 21362.2.

MILITARY SERVICE CREDITED AS PUBLIC SERVICE

Effective June 30, 1992, the City amended its contract with P.E.R.S. to provide the provisions under Government Code § 20930.3.

UNIFORM ALLOWANCE

The uniform allowance provided herein is to be used for the purchase, repair, maintenance and upkeep of all necessary uniform items.

The amount of the annual uniform allowance for the period commencing on 1\1\04 and continuing through 12\31\05 shall be:

Patrol Sergeants	\$900
Officers	\$900
Motor Officer	\$900
Detective Sgts.	\$650
Detectives	\$650
Canine Officer	\$1050

Officers given "special assignments" shall receive the uniform allowance designated for the special assignment position (i.e. a Senior Officer assigned Detective would receive \$650 uniform allowance per 2004 allowance).

Payment of the uniform allowance shall be made semi-annually in two equal installments: one-half (1/2) of the allowance shall be paid during January for the previous six (6) months, and the remaining one-half (1/2) shall be paid during June of each applicable year. In recognition of the high initial cost of uniforms and equipment, it shall be policy of the City to, when necessary and as approved by the Department Head, advance funds to new police officers, in the form of credit at local uniform shops, to enable them to obtain basic uniform items for their use on the job (the "Uniform Credit").

The City shall be reimbursed for the Uniform Credit through a payroll deduction program in mutually agreed upon increments. In no event, however, shall the Uniform Credit exceed the annual uniform allowance for the year in which the Uniform Credit is approved, nor shall the payroll deduction program to reimburse the City exceed one (1) year.

Any employee who is afforded the Uniform Credit under this section and whose employment terminates with the City prior to completing his/her reimbursement obligation, shall have the balance of any unreimbursed Uniform Credit due or owing to the City deducted from his/her final paycheck.

TIME OFF FOR EXAMINATIONS

All persons in the competitive service shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

MEDICAL AND/OR PHYSICAL EXAMINATION

Any employee may be required to take and pass a medical, physical, and/or psychological examination whenever in the judgment of the City Manager it would be in the best interest of the City to make such a requirement. Employees, who in the medical examination are physically or psychologically incapable of meeting the normal requirements of their positions, may be assigned to a class for which they are suitable. All examinations required by the City shall be conducted at City expense. The City agrees to comply with the Americans with Disabilities Act with regard to medical examinations.

EDUCATION INCENTIVE & TUITION REIMBURSEMENT PROGRAMS

A. Purposes of Programs

The City shall provide an Education Incentive Program ("EIP") and a Tuition Reimbursement Program ("TRP"). In providing these programs, the City acknowledges the benefits of continuing education for its employees and the value of that academic experience to the City. The City and the Association also acknowledge that, as the educational level of an employee increases beyond that required for a particular position the benefit of such additional education begins to shift towards the individual employee, affording personal satisfaction, professional development, and other intangible rewards.

B. Educational Incentive Program & Eligibility

Any full-time regular employee, who has successfully completed probation, shall be eligible to receive EIP compensation for a degree(s) earned prior to, or during the course of, employment with the City provided such degree(s) meets the following criteria:

1. The degree(s) held is/are not required by the employee's current job classification; and
2. The degree(s) held is/are related to the employee's current job classification even if not required by such classification; and
3. The degree(s) held is/are related to the employee's eligibility for promotion from one job classification to another.

The determination of any employee's eligibility to receive EIP compensation shall be made by the City's Personnel Officer, in his/her sole and unfettered discretion. The Association acknowledges and agrees that the decision to approve or disapprove EIP compensation is not subject to the grievance process, appeal to the Civil Service Commission, appeal to the City Council, or to court action.

Effective January 1, 2003 any qualifying employee shall receive his/her EIP compensation monthly for the following degrees and in the following amounts:

<u>Degree</u>	<u>EIP Compensation</u>
AA/AS	\$175 per month
BA/BS	\$225 per month
MA/MS	\$275 per month

EIP compensation shall be paid in lieu of and not in addition to the TRP reimbursement set forth below. A qualifying employee may be eligible to receive either EIP compensation or TRP reimbursement but in no event may an employee be eligible to receive both.

Employees must submit verification of their educational achievement within 6 months of the completion of their degree to receive EIP compensation retroactive to the date of graduation. If the verification is received later than 6 months after the achievement/date of graduation, the EIP compensation will begin with the next pay period and there will be no retroactive EIP compensation.

In the event an employee receiving EIP compensation is promoted and/or reclassified into a job classification which requires the degree(s) held by the employee, such employee shall therefore cease to be eligible for EIP compensation but may be eligible to receive TRP reimbursement as set forth below.

C. Tuition Reimbursement Program & Eligibility

Any full-time regular employee, who has successfully completed probation, and who is not already receiving EIP compensation, shall be eligible to receive TRP reimbursement for the actual costs of tuition, books, and any required lab or other fees (not including fees for parking or such fees as are required for university or college enrollment generally) for post-high school college, vocational, technical, or other educational courses or classes (simply "educational units") provided such educational units meet the following criteria:

1. The educational units are related to the employee's job classification; or

2. The educational units are related to the employee's eligibility for promotion from one job classification to another; or
3. The educational units are related to the employee's pursuit of a college or university degree, technical certification, or professional license, or to any continuing educational requirement of such degree, certificate, or license.

The determination of any employee's eligibility to receive TRP reimbursement shall be made by the City's Personnel Officer, in his/her sole and unfettered discretion. The Association acknowledges and agrees that the decision to approve or disapprove TRP reimbursement is not subject to the grievance process, appeal to the Civil Service Commission, appeal to the City Council, or court action.

A qualifying employee shall be paid TRP reimbursement upon satisfaction of each of the following reimbursement conditions:

1. The employee shall have successfully completed the educational unit. An employee shall be deemed to have successfully completed an educational unit by receiving a letter grade of "C" or better for all educational units for which a letter grade is afforded, by receiving "Pass" for all educational units for which a "Pass/Fail" grade is afforded, or by receiving "Credit" for all educational units for which a "Credit/No Credit" grade is afforded; and
2. The employee shall have provided to the Personnel Officer a copy of the official transcript or report card of the educational unit completed; and
3. The employee shall have provided to the Personnel Officer verification, to the satisfaction to the Personnel Officer, of enrollment in and payment of the registration or other reimbursable fee(s) for the educational unit, including the actual cost of tuition, books, and any reimbursable fees associated therewith; and
4. The Personnel Officer has independently verified the employee's enrollment and successful completion of the educational unit for which reimbursement is sought.

The maximum TRP reimbursement for any educational unit successfully completed shall be in an amount equal to the actual costs of tuition, books, and reimbursable fees that would be charged for similar educational units within the California State University system. To the extent that an employee chooses to obtain an educational unit from a private college or university, or some from other private provider of reimbursable educational units, TRP reimbursement for such educational unit shall not exceed the amount

that would be charged for such similar unit within the California State University system.

TRP reimbursement shall be paid to any qualifying employee within thirty (30) calendar days of such employee's satisfaction of all conditions precedent to TRP reimbursement. It shall be the employee's sole and entire obligation to complete all conditions precedent to the City's payment of TRP reimbursement.

FLEXIBLE BENEFITS PLAN

The City agrees to participate in an IRS Section 125 Flexible Benefits Plan on a City-wide basis. Under the plan, the City agrees to provide payroll deductions for those employees participating in the program, and make appropriate disbursements to the plan administrators. The City may terminate its participation at the end of any benefit year, but agrees to provide 6 months notice of such termination to the Association.

It is expressly agreed that the provision of a Flexible Benefits Plan is not considered to be a term or condition of employment and may be modified by the City Council at any time unilaterally, without meeting and conferring and the Association waives any rights it may have under the Meyers-Milias-Brown Act. The City may modify or amend said plan at any time and agrees to notify the Association of any impending modification or amendment prior to its effective date.

Notwithstanding the foregoing, the City shall take any actions necessary, with or without the notifications listed above, in situations where required to do so by the Internal Revenue Service.

FAIR LABOR STANDARDS ACT

A. 7K Exemption

The City has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 28 days in length, commencing on Friday, April 11, 1986 at 10:30 a.m.

B. Training Time

Attendance at training schools/facilities which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the regularly scheduled department approved training time. Any time spent in excess of the regularly scheduled department approved training time, will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits, are not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department and/or POST is compensable for actual time spent in training.

C. Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and "paybacks" shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

D. Early Relief Policy

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

E. Firearms Qualifications

All members of the department are required to qualify at the range quarterly. Quarterly qualifications will be performed on duty, if feasible, and if not feasible, performed off duty with the prior approval of a supervisory employee. An employee shooting off duty at a required shoot shall be credited for the actual hours spent

shooting, or in accordance with the call-back provisions of this Agreement.

F. Clothes Changing

Employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work, as long as the badge and insignia are covered by a non-police issue garment, such as windbreaker. Employees choosing to wear their uniforms covered to and/or from work should not wear their "Sam Browne" belt.

G. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.

H. City Motorcycle Use

Employees assigned to motor duty may, at their option, use their City assigned motorcycle to travel to and from work. Such travel time will not be compensated in any manner whatsoever [even when the employee is required to leave the radio on and monitor the radio]. Any work the employee performs on the motorcycle while away from the police facility will not be considered hours worked and will not be compensated in any manner whatsoever.

I. Canine Assignment

Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle. The City provides a pay differential of 5.4% to compensate canine officers for additional duties spent while at home. Officers shall not be compensated in any manner whatsoever for off-duty time spent in the care, feeding, grooming, exercise, informal training, and companionship of their assigned dog except as provided by the pay differential of 5.4%.

J. Field Training Officer Assignment

Employees assigned as Field Training Officer shall receive a pay differential of 3.5% for those hours spent while actively training Officer and Reserve Officer trainees, effective the first pay period following City Council approval of this Agreement.

K. Gym Facility

The City provides a gym facility for the voluntary use by employees during their off duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slowdown, speedup, sick out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever, either with the Association or with any other person or organization. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this Article in this contract shall in no way be deemed to estop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this Agreement.

MANAGEMENT FUNCTIONS

All management rights and functions except those which are clearly and expressly limited in this Agreement shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.

5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine financial policy including accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials, and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.

26. Determine duties to be included in any job classification.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the City is not subject to the Grievance provision unless such dispute is otherwise grievable under another Article of this Agreement.

CONSTRUCTION

Nothing contained in this Agreement, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and

executed in writing by all parties hereto, and if required, approved and implemented by the City Council.


The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

MAINTENANCE OF BENEFITS


It is agreed that no member of the Association by virtue of the adoption of this Agreement shall suffer a reduction in wages, hours and/or working conditions, except as specifically provided for and mutually agreed to in this Agreement. All existing ordinances, resolutions and policies of the City pertaining to employment relationship, shall remain in full force and effect, except that where City Policy is modified by this Agreement, this agreement shall take precedence.

SAVINGS CLAUSE

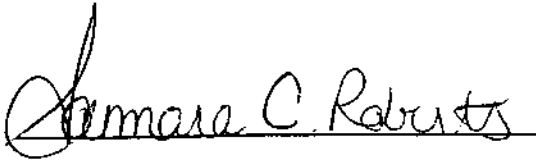
This Agreement is subject to all applicable Federal, State and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City's Civil Service Commission. If any part or provision of this Agreement in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Agreement shall not be affected thereby.



GREG PEBOY
PRESIDENT
SIGNAL HILL POLICE
OFFICERS' ASSOCIATION



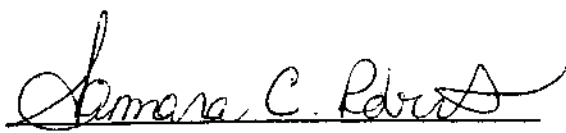
KENNETH C. FARFSING
CITY MANAGER
CITY OF SIGNAL HILL




Samarra C. Roberts
VICE PRESIDENT



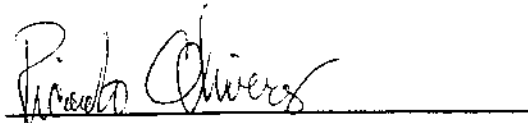
SECRETARY



Samarra C. Roberts
TREASURER

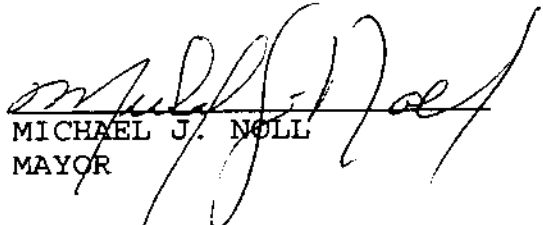


BOARD MEMBER




BOARD MEMBER

Ratified by the City Council on the 9 day of March , 2004.



MICHAEL J. NOLL
MAYOR

ATTEST:



KATHLEEN PACHECO
CITY CLERK
CITY OF SIGNAL HILL