

RESOLUTION NO. 2017-11-6239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AMENDING RESOLUTION NO. 2016-10-6197, APPROVING A MEMORANDUM OF UNDERSTANDING PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT BY AND BETWEEN THE CITY OF SIGNAL HILL AND THE SIGNAL HILL EMPLOYEES' ASSOCIATION

WHEREAS, it is the purpose of the Meyers-Milias-Brown Act (Government Code § 3500 through 3510, as amended) to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees and the public agencies by which they are employed; and

WHEREAS, the current Memorandum of Understanding between the City of Signal Hill and the Signal Hill Employees' Association expired on June 30, 2017; and

WHEREAS, upon request by representatives of the Signal Hill Employees' Association, representatives from City management and the aforementioned employees' association met and conferred regarding the Memorandum of Understanding; and

WHEREAS, the attached Memorandum of Understanding, which by this reference is made a part of this resolution as if set forth herein in full, has been prepared pursuant to the Meyers-Milias-Brown Act and has been approved by the Signal Hill Employees' Association.

NOW, THEREFORE, the City Council of the City of Signal Hill, California does hereby resolve as follows:

1. The attached Memorandum of Understanding complies with the purposes of the Meyers-Milias-Brown Act and is suitable for acceptance by the City of Signal Hill.

2. The Memorandum of Understanding shall be subject to all applicable laws and shall be effective to cover the period from July 1, 2017, through June 30, 2020.

3. All prior Memorandums of Understanding between the City of Signal Hill and the Signal Hill Employees' Association are hereby rescinded.

4. The Memorandum of Understanding by and between the City of Signal Hill and the Signal Hill Employees' Association is approved and shall be executed by the Mayor of the City of Signal Hill.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Signal Hill, California, this 14th day of November, 2017.

EDWARD H.J. WILSON
MAYOR

ATTEST:

KEIR JONES
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF SIGNAL HILL)

I, KEIR JONES, City Clerk of the City of Signal Hill, California, hereby certify that Resolution No. 2017-11-6239 was adopted by the City Council of the City of Signal Hill at a regular meeting held on the 14th day of November 2017, and that the same was adopted by the following vote:

AYES: MAYOR EDWARD H.J. WILSON, VICE MAYOR TINA L. HANSEN,
 COUNCIL MEMBERS ROBERT D. COPELAND, LORI Y. WOODS

NOES: NONE

ABSTAIN: COUNCIL MEMBER LARRY FORESTER

ABSENT: NONE

KEIR JONES
CITY CLERK

CITY OF SIGNAL HILL

MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE CALIFORNIA
MEYERS-MILLIAS-BROWN ACT

JULY 1, 2017 - JUNE 30, 2020

BY AND BETWEEN
THE SIGNAL HILL EMPLOYEES' ASSOCIATION
AND
THE CITY OF SIGNAL HILL

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INTRODUCTION

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

This Agreement has been developed as a result of requests of the Signal Hill Employees' 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 of July 1, 2017 through June 30, 2020, except as otherwise provided.

RECOGNITION

The City hereby recognizes the Signal Hill Employees' Association ("The Association") as the majority representative of the employee representation unit consisting of the classifications listed in Exhibit "A" and hereby agrees to the indicated salaries as set forth in Exhibit "A".

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 will prohibit any employee from appearing in his/her own behalf in his/her employment relations with the City.

MEET AND CONFER RELEASE TIME

The City shall provide paid release time for up to four (4) Association members to serve on the negotiation team for any meet and confer sessions during the course of this MOU.

The Association may have a reasonable number of additional representatives serve on the team, but those members will not be provided with City paid release time. If the Association does elect to have more than four (4) members present, and there are multiple sessions, the Association may elect to rotate which individuals receive paid release time and which members use their own accrued paid leave time.

Paid release time shall extend to one (1) negotiation team planning meeting prior to commencing negotiations or meet and confer sessions with City representatives. The City will grant one (1) hour of paid release time for up to four (4) Association members for this purpose. The City may grant additional paid release time at its discretion.

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 departments or with established safety or security requirements.

The Association and its members recognize that the City has an Electronic Mail Policy (adopted September 24, 2007) in effect. The Association may utilize the City's e-mail system to communicate scheduling matters and meeting notices. Association news and/or newsletters shall be sent to employees' own private e-mail accounts and will not be read on City time.

Association meetings may be conducted during work hours with prior approval of the City and on the employees' own time. The City shall not unreasonably withhold such approval provided the proposed Association meeting does not interfere with normal operations of the City. On-duty personnel may not attend any such meeting without prior approval from their immediate supervisor.

Upon written request at least five (5) days in advance and without charge, the Association shall be granted the right to use City facilities for lawful Association business. The conditions of such use shall be consistent with applicable law and permission shall not be unreasonably withheld.

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

1. 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.
2. Following the completion of the fifth year of full-time continuous service, every employee shall accrue a paid vacation leave at the rate of 112 hours per year.

3. 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.
4. 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.
5. 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.
6. 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.

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, but shall be credited as an eight (8) hour holiday.

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

The granting of any leave of absence without pay exceeding 15 consecutive calendar days shall cause the employee's normal rate of vacation leave accumulation to cease until he/she returns to work.

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 or direct supervisor 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 normally provide one-week notice in advance of the day(s) he/she is requesting vacation time off. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances. The Department Head should consider an employee's length of service when assigning vacation periods.

G. Vacation Cash-Out

Employees who have been employed in a full-time classified position with the City and have completed at least two (2) years of service but less than five (5) years of service may be eligible once a year to cash out a maximum of 60 hours of accrued vacation leave. Employees who have completed at least five (5) years of service but less than ten (10) years of service may be eligible once a year to cash out a maximum of 120 hours of accrued 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 160 hours of accrued vacation leave. To be eligible, employees must use at least 40 hours of vacation leave during the prior 12-month period.

Vacation Cash-Out will be paid out based on years of service and the following matrix.

Years of Service	Annual Eligible Cash-Out Maximum
2 to <5	60 Hours
5 to <10	120 Hours
10 or greater	160 Hours

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 (8) 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 shall be reduced to 960 hours 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 and except upon retirement as described in paragraph D3 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 non-job incurred 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, a dependent child or a parent 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.
4. Because of the death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather or grandchildren), employees may use up to two days of sick leave in conjunction with their approved bereavement leave.

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 40 hours or more, 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 15 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 Roll-Over and Annual Cash-Out

Annually in June, all sick leave accumulated during the current, 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. Roll-Over - The employee may elect to roll-over the full balance of time for future use as sick time.
2. Annual Cash-Out - The Annual Cash-Out will be paid on or before June 30 of each year, and is limited to that amount accumulated during the current fiscal year. Eligible cash-out hours are determined by the non-interchangeable, tiered years of employment, provided that:
 - a. Each employee who has been continuously employed by the City for less than five (5) years, may convert to salary compensation any sick leave accumulation in excess of 48 hours accumulated during the current year at the regular base rate of pay. The cash-out will be limited to a maximum of 48 hours.
 - b. Each employee who has been continuously employed by the City for five or more years but less than ten (10) years, and who has accumulated a "bank" of at least 240 hours of sick leave at the end of the

current fiscal year, shall be entitled to convert to salary compensation any sick leave accumulation in excess of 32 hours accumulated during the current year at the regular base rate of pay. The cash-out will be limited to a maximum of 64 hours.

- c. Each employee who has been continuously employed by the City for ten (10) or more years, and who has accumulated a "bank" of at least 400 hours of sick leave at the end of the current fiscal year, shall be entitled to convert to salary compensation any sick leave accumulation in excess of 16 hours accumulated during the current year at the regular base rate of pay. The cash-out will be limited to a maximum of 80 hours.

Years of Continuous Employment	Minimum "Banked" Leave	Eligible Hours for Cash-Out
<5	48	0-48
5 to <10	240	0-64
10 or greater	400	0-80

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. Effective July 1, 2016, any employee who retires on a regular service retirement with a vested pension and less than 5 years of full-time service with the City shall be entitled to receive payment for 15% of accumulated unused sick leave days, but not, in any event, more than 15% of the 960 hours maximum accumulation. The unused sick leave shall be reported to CalPERS per Government Code Section 20965.

Effective July 1, 2016, any employee who retires on a regular service retirement with a vested pension and more than 5 years but less than 10 years of full-time service with the City shall be entitled to receive payment for 25% of accumulated unused sick leave days, but not, in any event, more than 25% of the 960 hours maximum accumulation. The unused sick leave shall be reported to CalPERS per Government Code Section 20965.

Effective July 1, 2016, any employee who retires on a regular service retirement with a vested pension and more than 10 years but less than 15 years of full-time service with the City shall be entitled to receive payment for 35% of accumulated unused sick leave days, but not, in any event, more than 35% of the 960 hours maximum accumulation. The unused sick leave shall be

reported to CalPERS per Government Code Section 20965.

Any employee who retires on a regular service retirement with a vested pension and 15 or more years of full-time service with the City shall be entitled to receive payment for 50% of accumulated unused sick leave days, but not, in any event, more than 50% of the 960 hours maximum accumulation. Effective July 1, 2005, any employee who retires with 15 or more years of full-time service with the City shall be able to convert to service credit the remaining 50% of the unused sick leave days, but not, in any event, more than 50% of the 960 hours maximum accumulation to retirement service credit. The unused sick leave shall be reported to CalPERS per Government Code Section 20965.

BEREAVEMENT LEAVE

A. General Policy

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, 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 3 regular work days. In the case of the death or critical illness of a spouse or domestic partner or if the employee must travel 500 or more miles one-way to visit a critically ill immediate family member or attend services, they shall be entitled to a leave of absence with pay for up to 5 regular work days. The total number of hours may vary depending on the employee's assigned work period. In addition, an employee may also use up to two days of sick leave in conjunction with their approved bereavement leave.

B. Authorization Procedure

The employee shall complete a Bereavement Leave Form requesting authorization of Bereavement Leave Pay. This request must be approved by the employee's Department Head or immediate supervisor and the Personnel Officer.

1. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a bereavement leave request on the grounds of the critical illness of that same relative has been granted.
2. Absences under this Section shall not be charged against sick leave.
3. 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

General Policy

Any employee who is compelled to be absent from duty on account of an on-the-job injury or illness shall be compensated in compliance with the Workers' Compensation Laws of the State of California (Labor Code § 4650), when the absence extends to 56 hours or which thereafter is compensated under Workers' Compensation Laws and shall be entitled to receive the difference between any disability compensation due him under the Workers' Compensation Laws and his salary provided that such benefits shall not be paid for longer than outlined below:

0 - 5 years of full time employment with the City -	3 months
5+ - 8 years of full time employment with the City	6 months
8+ - 12 years of full time employment with the City	9 months
12+ years of full time employment with the City	12 months

Total temporary disability (TTD) starts no more than 14 days from when the injured worker first loses time from work. There is a 3-day waiting period that does not get paid if the injured worker returns to work within the 14 days. If the injured worker is off longer than 14 days, Worker's Compensation will pay the 3-day waiting period.

1. All injuries sustained in the course of employment shall be reported at once to the Department Head, who shall in turn immediately report the same to the Personnel Office within a 24-hour period. In the event the employee is 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.
2. Sick leave shall not be charged during absence as set forth in Subdivision A of this section.
3. Neither sick leave nor vacation shall be accumulated during absence set forth in Subdivision A of this section for industrial leaves, which exceed 160 contiguous hours.
4. Any employee who is on industrial leave during the pay period in which annual personal holiday hours are credited to their leave balance, shall not be eligible for such personal holiday hours until they return to work. At the time of their return to work, the employee's personal holiday hours will be pro-rated for the remainder of the year.

5. Any employee who claims or receives Workers' Compensation benefits provided in this Section shall deposit said benefits with the Director of Finance for credit to the City. Pursuant to the General Policy above, the City will pay full salary to an employee on industrial leave in accordance with the table below:

0 - 5 years of full time City of Signal Hill employment for up to 3 months;
5+ - 8 years of full time City of Signal Hill employment for up to 6 months;
8+ - 12 years of full time City of Signal Hill employment for up to 9 months;
12+ years of full time City of Signal Hill employment for up to 12 months.

If an employee's salary continuation has been exhausted and the employee is still on industrial leave, they may supplement their Temporary Total Disability (TTD) payments with accrued compensatory time, sick leave and/or vacation hours.

TEMPORARY DISABILITY LEAVE

A. General Policy

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, vacation, compensatory time and personal days accredited to him/her and 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.

B. Effect of Temporary Disability Leave on Anniversary Date

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.

C. Temporary Disability Policy Due to Pregnancy

Whenever temporary disability leave is due to a pregnancy of a female employee, the employee shall provide a certificate from 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.

1. 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.
2. It shall be the obligation of the employee to notify the Personnel Office 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

A. General Policy

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.

1. 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 Office of such military orders immediately.
2. 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

A. General Policy

Full-time probationary, regular and interim employees ("qualifying employee") will be entitled to compensation at regular rate of pay for a maximum of 80 hours of jury duty annually.

1. Upon being advised that a qualifying employee has been summoned to jury duty, the City shall cause to be issued a letter setting forth the jury duty provision of this

Agreement, and advising the summoning court or tribunal that it would be a hardship for such qualifying employee to serve jury duty beyond 80 hours.

2. When first called to jury duty, a qualifying employee, having provided at least five (5) working days written notice, shall be entitled to his/her regular compensation provided he/she deposits his/her fees for service with the Director of Finance.

A qualifying employee (i.e., Dispatcher/Jailer) 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.

3. Such employees released early from jury duty shall report to their supervisor for assignment for the duration of the shift.
4. Such employees shall be entitled to keep mileage reimbursement paid while on jury duty.
5. 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 the case of a leave of absence without pay of 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 12 weeks during a 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.

The FMLA applies only to full-time employees who have worked for the City for a total of at least 12 months and worked at least 1,250 hours during the twelve 12 months preceding the leave. The City shall guarantee the employment of the employee in the same or a comparable position upon termination of the leave. FMLA will be subject to the City Rules and Regulations and relevant State and Federal laws.

Family Medical Leave will run concurrently with the employee's paid leave including sick leave, personal holiday hours, compensatory time, vacation hours, and any other paid leave the employee may be entitled to receive.

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.

B. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the Personnel Office 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 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 approved for a period not to exceed one (1) year. Notwithstanding the foregoing limitation, the City Council may extend such leave for an additional period not to exceed one (1) year. The provisions of this section governing leaves of absence without pay shall be applied consistent

with the mandate specified under the Family and Medical Leave Act. The 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 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 the Department Head at least 14 calendar days prior to the day he/she plans to return. The Department Head shall promptly notify the City Manager and the Personnel Office 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

1. 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.
2. A prorated reduction of normal annual vacation and sick leave accruals shall be applicable to an approved absence without pay. Any absence without pay constitutes a break of continuous service with the City.
3. 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.
4. An employee on leave of absence without pay shall not have all of the privileges granted to regular employees.

F. Leave Without Pay - Insurance Payments and Privileges

The City shall make no contributions to the health and optional benefits when an employee is on leave without pay except when the employee is receiving Total Temporary Disability Benefits for industrial illness or injury, or due to approved FMLA, CFRA and PDL leaves.

To keep health coverage during leave of absence, employees will be placed on direct pay with CalPERS. Employees will be responsible for making the monthly premium payments directly to

the health plan after completing the CalPERS Direct Pay Authorization form.

An employee may continue optional benefits while on leave without pay by submitting direct payments to the City on a monthly basis before the first day of the each month 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 eight (8) hour holidays with pay each calendar year and such other days as may be designated by action of the City Council:

1. January 1 (New Year' s 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. November 11 (Veterans' Day)
8. Thanksgiving Day
9. The Friday after Thanksgiving Day
10. December 25 (Christmas Day)
11. 36 hours of personal holiday leave 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 prior to the end of the calendar year. All new employees shall receive 3 hours of personal holiday leave for each month remaining in the calendar year starting from and including the month of their hire.
12. 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 include "one-time" public holidays for special occasions.

The specific days that City employees will observe the holiday may be determined by the City Council as discussed in the City of Signal Hill Policy and Procedure - Holiday Pay.

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. Employees Required to Work on Holidays

1. Any employee who shall be required to work on any holiday which he/she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of time and one-half for actual hours worked plus eight hours of holiday pay, or he/she may take equivalent time off as determined by his/her Department Head. All employees who are entitled to be absent on any holiday, and who in fact are absent, shall receive full compensation therefore at the straight time rate.
2. Those employees whose work schedules and assignment of duties require him/her to work on an authorized holiday shall receive eight (8) 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.
3. If a 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 (8) hours at straight time.

D. 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.

E. 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

Miscellaneous employees shall have a work period with specific hours to be worked as prescribed by the Department Head with approval of the City Manager. The City Council may change an employee's work period, week, or hours at any time to meet the requirements of the City.

Dispatcher/Jailers will work 12.5 hour shifts and will have a paid/on-duty 30 minute lunch break. They will receive overtime for their 30 minute lunch break.

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 who is absent without leave and does not return to duty within 24 hours after a due notice to return to duty has been issued, shall be cause for immediate disciplinary action, up to and including termination.

OVERTIME

A. General Policy

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.

B. Definition

Overtime work is that work performed by an employee at times other than normally required for specific employment. No overtime shall be recorded or reported for less than one half hour of work.

1. Overtime shall be accrued at a rate of one and one-half times the normal rate of pay with the following exception:
 - a. Straight time pay shall be paid when an employee is sent to a training institution/class and is relieved of normal duties during the training period.

C. Authorization

All overtime requests must have the prior written authorization of a supervisor or his/her designee prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

D. "Cuff-Time" Compensatory Time

In lieu of being paid cash for overtime, an employee required to perform work in excess of 40 hours in a standard seven day work period may elect to take "Cuff-Time"/Compensatory Time off during the same work week in which the overtime is earned. Cuff-Time may not be accrued outside of the week in which it is earned and if not taken off on an hour for hour basis will be converted to cash at the rate of one and one-half times the employee's applicable rate of pay.

E. Regular Rate of Pay

For purposes of computing overtime under the provisions of the Fair Labor Standards Act (FLSA), all employees required to perform in excess of 40 hours during the seven day work period shall be compensated at the rate of time and one-half of his/her regular rate of pay. The regular rate of pay shall include the following components in addition to base salary:

1. Education Incentive Pay

F. Compensatory Time

1. 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 with the following exception:
 - a. The total accrual of compensatory time shall not exceed 104 hours (69 hours of overtime worked calculated at time and one-half).
2. Any compensatory time earned in excess of the 104-hour limit shall be paid off in cash at the rate of time and one-half at the applicable rate of pay. This shall occur during the last pay period ending in the calendar year.
3. An employee may take his/her compensatory time off at any time during the year, except as it relates to Section F7 below, 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.

4. In no instance may the City require that an employee take compensatory time off in lieu of overtime compensation.
5. An employee may request in writing to convert any accumulated compensatory hours to salary compensation.
6. All employees shall have converted to salary compensation those hours remaining in their account. This shall occur during the last pay period ending in the calendar year. No employee shall be allowed to carry over any compensatory hours to the next calendar year.
7. No employee will be entitled to take or convert to cash any compensatory time during the same pay period in which disciplinary action is imposed.

G. Paid Leave Exclusions

In determining an employee's eligibility for overtime compensation in a work period, some paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked.

Paid leave of absences that shall be included in the total hours worked are:

1. Vacation
2. Holiday Leave

Paid leave of absences that shall be excluded from the total hours worked include, but are not limited to the following:

1. Sick Leave
2. Administrative Leave
3. Compensatory Time Off
4. Jury Duty
5. Workers Compensation Leave
6. Bereavement Leave

7. 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. Assigned Overtime: Instances where an employee is ordered or assigned to work overtime by a Supervisor.
2. As defined elsewhere in this Agreement.

H. 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.

CALL BACK PAY

A. General Policy

Call back duty occurs when an employee is unexpectedly ordered by the department to return to duty, following the termination of his/her normal work shift, because of unanticipated work requirements. 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.

B. Compensation

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.

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

Effective July 8, 2017, an employee designated on "First Call"

will be compensated \$30.00 per weekday standby shift, \$45.00 per weekend standby shift (Dispatcher/Jailers' scheduled days off shall be considered their "weekend") and \$50.00 per holiday standby shift. Such compensation shall not be counted toward total hours worked for purposes of calculating overtime.

Effective July 9, 2016, an employee designated on "Second Call" shall be compensated \$25.00 per weekday standby shift, \$40.00 per weekend standby shift and \$45.00 per holiday standby shift. Such compensation shall not be counted toward total hours worked for purposes of calculating overtime.

STANDBY SHIFT HOURS

A. General Policy

All employees shall, during the period that they are scheduled for such duty, perform such services as may be designated by their respective superintendent, supervisor, or the City Manager, and shall be available and able at all times during the duty shifts to perform emergency work. Methods of communication with an employee performing standby duty (other than telephone) may be agreed upon by the Department Head or his designee and the employee. The City Manager or Department Head may need to change the specified hours as outlined below to accommodate an alternate work schedule.

B. Weekday Shift

A weekday standby shift is hereby established and defined as the period extending from the hours after the close of regular business to the beginning of regular business the following day.

C. Weekend Shift

A weekend standby shift is hereby established and defined as the period extending from the close of regular business on Friday to the beginning of regular business on Monday and holidays.

D. Overtime Credit

No overtime credit shall be accrued to employees working standby shifts. However, the call back duty provisions as provided in this Agreement apply when an employee on standby is actually required to return to work.

SHIFT DIFFERENTIAL PAY

Shift Differential Pay for special program assignments scheduled between the hours of 7:00 p.m. and 7:00 a.m. shall be a minimum of

five percent (5%) of the basic hourly rate and in no event shall be less than 75 cents per hour.

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 FLSA.

1. 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.
2. Travel time to and from the court shall not be considered hours worked and shall not be compensated in any manner whatsoever.
3. Payments made under this provision shall not count towards hours worked for purpose of the FLSA.

B. Court Pay

Court Pay is intended to compensate Dispatcher/Jailers for time spent in court during their off-duty hours.

1. When a Dispatcher/Jailer is physically called to court, he/she shall receive compensation at time and one-half for time actually spent in court.
2. Court Pay shall be a minimum of two (2) hours. Any pay for time spent in court over two (2) hours shall be for the actual time spent in court.

DISPATCHER/JAILER TRAINING PAY

A maximum of two Dispatcher/Jailers, during any one pay period, shall be eligible to receive 2.5% training pay differential above their base salary rate in recognition of providing formal training for probationary Dispatcher/Jailers. The duration of the formal training period will be established by Police Department management.

TRAINING PAY

Employees who, as defined by their established job descriptions are not responsible to train new employees, will be eligible to

receive 2.5% training pay differential above their base salary rate in recognition of providing formal training to a new employee. Training pay will be available, upon Department Head approval, for a maximum of six (6) months. Supervisors and lead workers are not eligible for training pay.

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.

During the term of this memorandum of understanding, should any recognized Signal Hill bargaining unit reach a signed agreement that results in a reduced number of consecutive working days required before receiving acting pay than provided to members of the SHEA, the City agrees to accordingly adjust the consecutive working days required of SHEA to an equivalent amount.

BILINGUAL PAY

Subject to the conditions of this Section, employee(s) who, in the course of their regular job duties, may be required to speak and understand Spanish or Southeast Asian languages or translate such languages to English on a regular basis, will be compensated by adding \$80.00 to their monthly base pay. Said additional compensation shall be for bilingual skills.

An employee may apply for bilingual pay at any time and will be responsible for initiating a written request to the Personnel Officer. All requests shall be subject to the approval of the employee's department head and only those classifications and assignments that are determined to reasonably utilize bilingual skills on a regular basis, shall be considered. There will be a maximum of two (2) employees at City Hall, two (2) employees in the City Yard, two (2) employees in the Police Department and one (1) employee in the Library.

The Personnel Officer shall ensure that the appropriate competency testing is performed to certify the employee as eligible for bilingual pay based on the employee's basic bilingual skills proficiency. Such certification shall be a condition to qualify for bilingual pay.

An employee who becomes certified to receive bilingual pay shall be compensated with said pay effective the beginning of the first pay period immediately following certification. The Personnel Officer shall be responsible for processing the appropriate forms for additional pay.

In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, said employee may re-apply for eligibility at least three (3) months after the testing.

If it is determined that the employee is no longer utilizing bilingual skills on a regular basis due to disability (more than one month), extended leave of absence, or other similar circumstance prohibiting utilization of such bilingual skills, bilingual pay will cease at the beginning of the payroll period immediately following said date. Such determinations shall be made by the Personnel Officer in conjunction with the employee's department head.

WAGES

Effective July 1, 2017, the salary freeze shall be lifted and annual step increases based upon satisfactory performance evaluations shall be reinstated.

Effective July 8, 2017, the following job classifications will receive an equity adjustment based upon the 2017 Salary Survey. Impacted employees will be kept at grade (i.e., if they are currently a C-step, they will remain a C-step in the new range.)

Account Specialist II
Accountant
City Librarian
Community Services Supervisor
Dispatcher/Jailer
Equipment Mechanic
Fleet Services Supervisor
Lead Equipment Mechanic
Librarian
Maintenance Worker
Police Records Clerk
Police Records Supervisor
Public Works Inspector
Public Works Maintenance Supervisor
Recreation Specialist
Recreation Supervisor
Senior Account Specialist
Senior Building Inspector
Senior Maintenance Worker
Water Maintenance Worker I
Water Systems Superintendent

Effective July 7, 2018, all employees will receive a one percent (1.0%) COLA adjustment to base salary only. If the July 2017 to July 2018 Los Angeles-Riverside-Orange County CPI-U annual percent

change (not seasonally adjusted) as reported by the U.S. Bureau of Labor Statistics (https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm) is greater than one percent (1.0%), the COLA adjustment will equal the CPI up to a maximum of two percent (2.0%). If the City's net sales tax revenue for Fiscal Year 2017-2018 is equal to or greater than \$16,000,000, the COLA adjustment will equal the CPI up to a maximum of two and one-half percent (2.5%).

Effective July 7, 2019, all employees will receive a one percent (1.0%) COLA adjustment to base salary only. If the July 2018 to July 2019 Los Angeles-Riverside-Orange County CPI-U annual percent change (not seasonally adjusted) as reported by the U.S. Bureau of Labor Statistics (https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm) is greater than one percent (1.0%), the COLA adjustment will equal the CPI up to a maximum of two percent (2.0%). If the City's net sales tax revenue for Fiscal Year 2018-2019 is equal to or greater than \$17,000,000, the COLA adjustment will equal the CPI up to a maximum of two and one-half percent (2.5%).

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 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.

Effective July 1, 1998, the City provides one-year (1) final compensation to determine the average monthly pay rate when calculating retirement benefits.

Effective January 1, 2001, the City amended its contract with the Public Employees' Retirement System (PERS) to provide the 2%@55 retirement formula.

Effective June 19, 2010, the City's contract with the Public Employees Retirement System was amended to provide the 2%@60 retirement formula to all new employees. All employees hired after June 19, 2010 and prior to January 1, 2012, will qualify for the 2%@60 retirement formula. In addition, employees hired after January 1, 2012 who are designated by the California Public Employees Retirement System (CalPERS) as "classic" employees will be enrolled in the 2%@60 retirement formula.

Effective upon adoption of the California Public Employees' Retirement System (CalPERS) employee personal retirement contribution resolution, the City will pay zero percent (0%) of

the employee's personal retirement contribution in addition to the normal employer contribution for those employees enrolled in the 2%@55 retirement formula and those employees hired before January 1, 2012 and enrolled in the 2%@60 retirement formula. The employee will pay the full seven percentage points (7%) of the employee's personal retirement contribution.

Employees enrolled in the 2%@55 retirement formula will contribute four percent (4%) of the total seven percent (7%) via a pre-tax payroll deduction. For the remaining three percent (3%) contribution, the employee may elect to take any one or a combination of the following payment options that result in an equivalent contribution of three percent (3%) of their salary: a pre-tax payroll deduction, vacation accrual reduction and/or unpaid leave/furlough equivalent to a maximum of one percent (1%) of their salary, i.e. a maximum of 20 hours.

Employees hired on or after June 19, 2010 and enrolled in the 2%@60 retirement formula will contribute three percent (3%) of the total seven percent (7%) via a pre-tax payroll deduction. For the remaining 4% contribution, the employee may elect to take any one or a combination of the following payment options that result in an equivalent contribution of four percent (4%) of their salary: a pre-tax payroll deduction, vacation accrual reduction, and/or unpaid leave/furlough equivalent to a maximum of one percent (1%) of their salary, i.e., a maximum of 20 hours.

The employee will be able to select one option before the beginning of the next calendar year. This election will be in effect for the entire calendar year.

Effective January 1, 2016, the furlough payment option will be eliminated. All payments which are not currently designated as a required pre-tax payroll deduction will be made via the employee's choice of a pre-tax payroll deduction or vacation accrual reduction.

Effective upon adoption of the CalPERS employee personal retirement contribution resolution, the City will pay zero percent (0%) of the employee's personal retirement contribution in addition to the normal employer contribution for those employees hired on or after January 1, 2012 and enrolled in the 2%@60 retirement formula. The employee will pay seven percentage points (7%) of the employee's personal retirement contribution. The total contribution shall be a pre-tax payroll deduction.

Effective January 1, 2013, the City's contract with the Public Employees' Retirement System was amended pursuant to the Public Employees' Pension Reform Act (PEPRA) to provide the 2%@62 retirement formula to all new City employees who had not previously been members of the CalPERS system or whose employment with a

CalPERS agency had been more than 180 days prior to their date of hire with the City. Employees under the 2%@62 retirement formula will pay one half of the normal cost of the retirement benefit. The employee's share of the normal cost for FY 16-17 is 6.237%. The normal cost will be provided annually by CalPERS and is subject to change. The employee half of the normal cost is not to exceed 8%. The total employee contribution will be a pre-tax payroll deduction.

All pension benefits and criteria established by PEPRA will apply to those employees hired under the 2%@62 retirement formula.

HEALTH INSURANCE - ACTIVE EMPLOYEES

Effective January 1, 2018, the City shall contribute one hundred and thirty-three dollars and zero cents (\$133.00), the minimum monthly contribution required by CalPERS per month on behalf of each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee toward the health benefit plan as outlined below. Each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee shall receive an additional \$817 for a total of \$950 per month. If a qualifying employee's, elected official's or management employee's medical, dental, vision or PERS Long Term Care premiums exceed \$950, they will receive up to an additional \$400, for a total of \$1,350 per month, the maximum City contribution. If they do not need the additional \$400 for medical, dental, vision or PERS Long Term Care premiums, they will not receive it. 25% of the additional \$400 will not be available for deferred compensation or to purchase optional benefits.

Effective January 1, 2019, the City shall contribute the minimum monthly contribution required by CalPERS (specific dollar amount not available at date of MOU implementation) per month on behalf of each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee toward the health benefit plan as outlined below. Each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee shall receive an additional amount for a total of \$1,100 per month. If a qualifying employee's, elected official's or management employee's medical, dental, vision or PERS Long Term Care premiums exceed \$1,100, they will receive up to an additional \$400, for a total of \$1,500 per month, the maximum City contribution. If they do not need the additional \$400 for medical, dental, vision or PERS Long Term Care premiums, they will not receive it. 25% of the additional \$400 will not be available for deferred compensation or to purchase optional benefits.

Effective January 1, 2020, the City shall contribute the minimum

monthly contribution required by CalPERS (specific dollar amount not available at date of MOU implementation) per month on behalf of each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee toward the health benefit plan as outlined below. Each full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee shall receive an additional amount for a total of \$1,100 per month. If a qualifying employee's, elected official's or management employee's medical, dental, vision or PERS Long Term Care premiums exceed \$1,100, they will receive up to an additional \$400, for a total of \$1,500 per month, the maximum City contribution. If they do not need the additional \$400 for medical, dental, vision or PERS Long Term Care premiums, they will not receive it. 25% of the additional \$400 will not be available for deferred compensation or to purchase optional benefits.

If the CalPERS medical premiums for calendar year 2020 exceed the CalPERS medical premiums for calendar year 2019, the City and SHEA will reopen the MOU to allow for discussion specifically related to health insurance.

During the term of this memorandum of understanding, should any recognized Signal Hill bargaining unit reach a signed agreement that results in a higher City health contribution than provided to members of the SHEA, the City agrees to adjust the City health contribution provided to SHEA to an equivalent amount.

1. A qualifying employee 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.
3. A qualifying employee may utilize seventy-five percent (75%) 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 twenty-five percent (25%) 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. 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 seventy-five percent (75%) of the City contribution for "other benefits" offered in the partial cafeteria plan. All such benefits are administered by an outside third party administrator or trustee as set forth in the plan or benefit documents. The City may offer retirement, old age, life, accident, or health insurance or similar benefits as "other benefits." Under no circumstances may an employee receive cash.
5. Employees hired after January 1, 2006, who have a minimum of 5 years of service credit with the City, and retire on a service retirement, 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 of 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 provided that employee plus one dependent coverage was in effect upon the date of retirement.
 - e. Employees hired on or after January 1, 2006, who

retire on a PERS disability retirement with a minimum of 5 years of full-time service with the City of Signal Hill shall be eligible to receive 50% of the then current monthly benefit for employee only. After 15 years of service, the employee shall be eligible to receive 75% of the then current monthly benefit for employee only.

- f. Under no circumstances shall an employee receive cash in lieu of benefits.
6. Employees hired after April 6, 2010, who have a minimum of 5 years of service credit with the City, and retire on a service retirement, 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 of service with the City, and no prior service in another CalPERS agency, shall not be eligible to receive a City contribution and/or participate in the retiree health program.
 - b. Employees with less than 5 years of service with the City who are otherwise vested with PERS, shall be eligible to receive the PERS minimum contribution, applicable towards the employee only.
 - c. Employees with 5-10 years of service with the City shall be eligible to receive the PERS minimum contribution, applicable towards the employee only.
 - c. Employees with 11-15 years of service with the City shall be eligible to receive 25% of the monthly benefit, applicable towards the employee only.
 - d. Employees with 16 - 19 years of service with the City shall be eligible to receive 50% of the monthly benefit, applicable towards the employee only.
 - e. Employees with 20 or more years of service with the City shall be eligible to receive 75% of the monthly benefit, applicable towards the employee and one dependent provided that employee plus one dependent coverage was in effect upon the date of retirement.

RETIREE HEALTH INSURANCE/OPEB CONTRIBUTION

Effective April 24, 2010, all miscellaneous classified employees will be required to contribute an amount equivalent to 1% of the annual salary towards the City's retiree health obligation/Other Post-Employment Benefits (OPEB) obligation. The employee may elect to take a payroll deduction equivalent to one percent (1%) of their salary or elect to reduce their vacation accrual by an amount equivalent to one percent (1%) of their salary. Employees hired on or after January 1, 2012, may elect to take unpaid leave/furlough equivalent to one-half of one percent (0.5%) of their salary. i.e. 10 hours. The employee will be able to select one option before the beginning of the next calendar year. This election will be in effect for the entire calendar year.

The furlough payment option will be eliminated effective January 1, 2016. All payments will be made via a pre-tax payroll deduction or vacation accrual reduction.

Employee contributions to OPEB are not portable or refundable upon the employee's separation from the City.

RETIREE HEALTH INSURANCE

Effective January 1, 2018, the City shall contribute one hundred thirty-three dollars and zero cents (\$133.00), the minimum contribution required by CalPERS, per month on behalf of each qualifying retiree toward a health benefit plan as outlined below. The CalPERS minimum is paid directly through CalPERS. Each qualifying retiree shall receive a maximum additional reimbursement from the City of seven hundred and fifty-two dollars and zero cents (\$752.00), a total of \$885 per month for health insurance premiums provided through the Public Employees Medical Health Care Act (PEMHCA).

Effective January 1, 2019, the City shall contribute the minimum contribution required by CalPERS, per month on behalf of each qualifying retiree toward a health benefit plan as outlined below. The CalPERS minimum is paid directly through CalPERS. Each qualifying retiree shall receive a maximum additional reimbursement from the City that will result in a total of \$885 per month for health insurance premiums provided through the Public Employees Medical Health Care Act (PEMHCA).

Effective January 1, 2020, the City shall contribute the minimum contribution required by CalPERS, per month on behalf of each qualifying retiree toward a health benefit plan as outlined below. The CalPERS minimum is paid directly through CalPERS. Each qualifying retiree shall receive a maximum additional reimbursement from the City that will result in a total of \$885

per month for health insurance premiums provided through the Public Employees Medical Health Care Act (PEMHCA).

During the term of this MOU, the City will hire an actuary to conduct a study on the costs related to offering an alternative Retirement Health Savings Program/Alternative Retiree Medical Plan to replace the existing Retiree Health Insurance benefit for new employees and those that choose to opt-in. Once the study is completed, the City and the Signal Hill Employees' Association will meet and confer regarding alternatives.

During the term of this memorandum of understanding, should any recognized Signal Hill bargaining unit reach a signed agreement that results in a higher City retiree health contribution than provided to retired members of the SHEA, the City agrees to adjust the City retiree health contribution provided to SHEA to an equivalent amount.

The specific level of benefit for each retiree shall be based on their date of hire and years of service as set forth in "Health Insurance" (pgs. 26 - 28), Section 5 a-e and Section 6 a-e.

1. A qualifying retiree may select health insurance coverage from among those plans offered by the City through PEMCHA.
2. Should the City contribution be insufficient to pay the monthly premium, the deficit shall be paid through a deduction from the retiree's PERS monthly pension check.
3. 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.

VISION INSURANCE

The City shall pay the monthly premium for a vision plan for each eligible full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official and management employee. If an employee chooses to enroll their legal dependents 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 seventy-five (75%) of the balance between the cost of the health plan premium and the City contribution.

The City will contract with its vision insurance provider to allow those employees who retire on or after January 1, 2013 to purchase vision insurance. The retiree will be responsible for 100% of the vision insurance premium. There will be no City contribution. The

retiree will be required to pay for the coverage in three month increments and will be solely responsible to ensure payment is received in a timely manner. Failure to pay the premium will result in cancellation of the coverage. Retirees may enroll upon retirement and during the City's annual open enrollment which generally takes place in September/October.

DENTAL INSURANCE

Effective January 1, 2006, the City shall contribute \$70.00 per month on behalf of each eligible full-time, probationary, regular and interim miscellaneous employee ("qualifying employee"), elected official, and management employee, excluding the Chief of Police, Police Captain(s) and Police Lieutenant, toward their monthly dental insurance premium. The contribution shall be used to pay the monthly premiums of the qualifying employee and their lawful dependents. Should the City contribution be insufficient to pay the monthly premium, the deficit shall be paid either through employee contributions made by payroll deductions from the next payroll or the employee may utilize any or all of the fifty percent (50%) balance between the cost of the health plan premium and the City's health insurance contribution. If the employee's monthly premium is less than \$70.00 per month, 100% of the remaining dental funds will be applied to the employee's 75% balance between the cost of the health plan premium and the City's health insurance contribution and may be used for "other benefits" offered by the City. Under no circumstances shall an employee receive cash in lieu of benefits.

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.

The City will contract with its dental insurance provider to allow those employees who retire on or after January 1, 2013 to purchase the Delta Care/PMI dental insurance. The retiree will be responsible for 100% of the dental insurance premium. There will be no City contribution. The retiree will be required to pay for the coverage in three month increments and will be solely responsible to ensure payment is received in a timely manner. Failure to pay the premium will result in cancellation of the coverage. Retirees may enroll upon retirement and during the City's annual open enrollment which generally takes place in September/October.

LIFE INSURANCE

Effective September 1, 2013, the City will provide, at the City's expense, the following insurance policies for every full-time employee eligible under this Agreement:

1. A "basic" Term Life Insurance policy in the amount of \$50,000.
2. Accidental Death and Dismemberment Insurance policy in the amount of \$50,000.

EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide an Employee Assistance Program (EAP) for employees which includes up to six (6) face to face counseling sessions per issue for each employee and each dependent family member and spouse.

EDUCATION INCENTIVE & TUITION REIMBURSEMENT PROGRAMS

Purpose of Programs

In providing an Education Incentive Program ("EIP") and Tuition Reimbursement Program ("TRP"), the City acknowledges the benefits of continuing education for employees and the value of that academic experience to the City. The City and Association also agree that as the education level of employees increases beyond that required for a position the benefit of the additional education begins to shift towards the individual employee, affording personal satisfaction, professional development, and other intangible rewards. Based upon these premises, the following Education Incentive and Tuition Reimbursement Programs shall be provided by the City.

A. Education Incentive Program

The EIP program shall be applicable only to full-time regular employees who, as of December 1, 1994, were already enrolled and participating in and receiving compensation pursuant to the EIP existing as of that date (the "participant").

1. Current Education Incentive Program Compensation to Continue for Specified Participants

Effective upon the signing of this Agreement, and subject to the maintenance requirements as set forth herein, participant compensation in the EIP shall be fixed at compensation levels being paid as of July 1, 1995 and shall remain fixed for the entire term of this Agreement as follows:

2. "Maintenance Free" Eligibility

The term "Maintenance Free" shall mean that an EIP participant has no obligation to comply with the maintenance provisions set forth above, either because such participant has already earned an AA/AS, BA/BS, MA or MS Degree as of the effective date of this Agreement, or because such participant earns an AA/AS, BA/BS, or MA/MS Degree during the term of this Agreement.

- a. The determination of any participant'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.
- b. EIP compensation shall be paid in lieu of any participant's eligibility for TRP reimbursement and not in addition to the TRP reimbursement set forth below. A participant may be eligible to receive either EIP compensation or TRP reimbursement but in no event may such participant be eligible to receive both.
- c. In the event a participant receiving EIP compensation is promoted and/or reclassified into a job classification which requires the degree(s) held, such participant shall thereafter cease to be eligible for EIP compensation but may be eligible to receive TRP reimbursement as set forth below.

B. Tuition Reimbursement Program

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 job-related college or university degree, technical certification, or professional license, or to any continuing educational requirement of such degree, certificate, or license. This includes general education courses necessary to complete degree requirements for a job-related Associate's, Bachelor's or Master's degree.

C. Eligibility

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:

- a. 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
- b. The employee shall, within 60 days of completing the coursework, have provided to the Personnel Officer a copy of the official transcript or report card of the educational unit completed; and
- c. The employee shall, within 60 days of completing the coursework, 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
- d. 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 \$1,500 per calendar year. This shall include the actual costs of tuition, books, and reimbursable fees.

TRP reimbursement shall be paid to any qualifying employee within 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.

In order to be reimbursed for books, a sales receipt must be furnished for the purchased books. Reimbursement for books will not be permitted until proof of successful completion of the course has been furnished.

If an employee leaves the City within 12 months of receiving tuition reimbursement, the employee shall reimburse the City for all monies received in the past 12 months. This amount will be deducted from the employee's final paycheck.

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 six (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 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.

MILITARY SERVICE CREDITED AS PUBLIC SERVICE

Effective June 30, 1992, the City amended its contract with the Public Employees' Retirement System (P.E.R.S.) to provide the provisions under Government Code Section 20930.3.

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 complies with the Americans with Disabilities Act with regard to medical examinations.

DISPATCHER/JAILER UNIFORMS

To the point that the position of full-time Dispatcher\Jailer is prescribed to wear a uniform, effective January 1, 1999, every full-time Dispatcher\Jailer shall be provided with two(2) new uniforms consisting of a shirt and pants of wash and wear material. These uniforms are in addition to what is provided administratively which is not a part of this MOU.

DISPATCHER/JAILER PROBATIONARY PERIOD

Dispatcher/Jailers hired on or after January 1, 2012 will serve an eighteen (18) month probationary period.

DISABILITY INSURANCE

A. Short-Term Disability

The City provides Short-Term Disability Insurance for all employees covered under this Agreement. The City reserves the right to select the insurance carrier, and at a minimum, to provide the following coverage:

1. Benefit payable at 67% of the disabled employee's weekly earnings to a maximum benefit of \$500
2. Waiting period of 30 days from date of disability to

benefit payment.

3. Maximum benefit payment period is four weeks.

B. Long-Term Disability

The City provides Long-Term Disability Insurance for all employees covered under this Agreement. The insurance benefit provided shall be as set forth in the summary plan description issued by the insurer. The City reserves exclusive right to determine the insurance carrier and extent of coverage and benefits.

CONFIDENTIAL EMPLOYEES

Broadly defined, a confidential employee is someone who is privy to information leading to discussions of management that affect employee relations. Because of the sensitive nature of information available to them in their positions, and because of the necessity of a higher expectation of discretion in the performance of their duties, the following classifications are designated as "Confidential" and incumbents are precluded from representing SHEA in negotiations:

1. Administrative Assistant - one position, assigned to Personnel Office

Incumbents of the above classifications do, however, enjoy all other rights and privileges as contained within this Agreement.

EXEMPT NON-MANAGEMENT CLASSIFICATION

The sole exempt classification covered under the terms and conditions of this Agreement is the classification of Executive Assistant/Deputy City Clerk who, pursuant to Resolution No. 86-02-3762, is considered an at-will employee whose appointment is made by the City Manager with the concurrence of the City Council. The classification of Secretary to the City Manager is also designated as "confidential" as described above.

FAIR LABOR STANDARDS ACT

A. Non-Sworn Employees

The City of Signal Hill hereby acknowledges that the work period is forty hours in a seven-day period.

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 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 the employees normal work shift is not compensable hours of work. Mandatory training as required by the department is compensable for actual time spent in training.

C. 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. City vehicles may be assigned or revoked at any time by the City Council, City Manager or Department Head as outlined in Management Functions #19.

D. Clothes Changing

Uniformed employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on duty. Each uniformed 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 City insignia is covered by a non-City issued garment such as a windbreaker.

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 Agreement 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. Utilize its absolute and sole right to implement furloughs.
16. Determine the allocation and assignment of work to employees.
17. Determine policy affecting the selection of new employees.
18. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
19. Determine administration of discipline.
20. Determine control and use of City property, materials, and equipment.
21. Schedule work periods and determine the number and duration of work periods.
22. Establish, modify, eliminate or enforce rules and regulations.
23. Place work with outside firms.
24. Determine the kinds and numbers of personnel necessary.
25. Determine the methods and means by which such operations are to be conducted.
26. Require employees, where necessary, to take in-service training courses during working hours.
27. Determine duties to be included in any job classification.
28. Determine the necessity of overtime and the amount of overtime required.
29. Take any necessary action to carry out the mission of the City in cases of an emergency.

30. Prescribe a uniform 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 Agreement, 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.

GRIEVANCE PROCEDURE

A. Matters Subject to Grievance Procedure

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation, or misapplication of the specific provisions of the Agreement and/or provisions of Chapter 2.80 of the Municipal Code, known as the Civil Service System. To challenge or change the policies of the City as set forth in the rules and regulations, procedures must be undertaken under separate legal processes. Other matters for which a special method of review is provided by law, ordinance, resolution or by administrative regulations and procedures of this City, are not within the scope of this procedure.

B. Grievance Procedure

1. Informal Resolution. Within ten (10) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances be settled quietly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance.

Every effort should be made to find an acceptable solution at the lowest level of supervision.

2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance.
3. If the division head and employee cannot reach a solution

to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division head, request in writing and be granted an interview with the department head.

4. The department head shall render his/her decision in writing within 15 calendar days of receiving the appeal. If the department head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the department head, submit a written appeal to the City Manager.
 5. The City Manager shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be final.
- g. If the time limit at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Employees shall be assured freedom from reprisal for using the grievance procedures.

APPEAL HEARING TRANSCRIPTS

If an employee appeals a disciplinary action before the Civil Service Commission, the City shall provide the services of a court reporter to transcribe the hearing. Either party may request that written transcripts of the hearing be prepared. The requesting party will be responsible for the cost of the written transcripts.

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 is 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.

CHARLIE HONEYCUTT
CITY MANAGER

HANNAH SHIN-HEYDORN
DEPUTY CITY MANAGER

SCOTT WILLIAMS
ACTING DIRECTOR OF FINANCE

CARLY FISHER
SHEA VICE PRESIDENT

WENDY O' KELLY
SHEA TREASURER

MELISSA MONTIEL
SHEA SECRETARY

JOSH BEARD
SHEA TRUSTEE

CHAD ANEMA
SHEA TRUSTEE

Ratified by the Signal Hill City Council on the XXth day of
November, 2017.

EDWARD H.J. WILSON
MAYOR

ATTEST:

KEIR JONES
CITY CLERK