



## STAFF REPORT

DATE: MARCH 1, 2011  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ROD FOSTER, CITY MANAGER  
PREPARED BY: BONNIE J. JOHNSON, MANAGEMENT SERVICES DIRECTOR  
SUBJECT: COLTON LABOR AGREEMENTS AND COMPENSATION AND BENEFITS RESOLUTIONS AND ORDINANCE

### RECOMMENDED ACTION

It is recommended that the City Council approve the following:

1. Memorandum of Understanding between the City of Colton and the Colton Police Officers' Association (CPOA)
2. Memorandum of Understanding between the City of Colton and the Colton Police Management Association (CPMA)
3. Memorandum of Understanding between the City of Colton and the San Bernardino County Public Employees' Association Mid-Manager Employees Unit (Mid-Manager Unit)
4. Memorandum of Understanding between the City of Colton and the San Bernardino County Public Employees' Association General Employees Unit (General Unit)
5. Resolution R-10-11 Governing Compensation and Benefits of Non-Represented Executive Group Employees (Executive Group)
6. Resolution R-11-11 Governing Compensation and Benefits of Non-Represented Confidential Group Employees (Confidential Group)
7. Resolution R-20-11 Resolution Governing Compensation and Benefits of Elected Officials
8. Waive First Reading and Introduce by Title Only Ordinance No. O-01-11, an Ordinance of the City Council of the City of Colton Amending Sections 2.12.030 and 2.12.050 of the Colton Municipal Code to Memorialize a Reduced Auto Allowance for City Council Members and the Mayor
9. Resolution No. R-14-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the Colton Police Officers' Association
10. Resolution No. R-15-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the Colton Police Management Association

11. Resolution No. R-16-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the San Bernardino County Public Employees' Association Mid-Manager Employees Unit
12. Resolution No. R-17-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the San Bernardino County Public Employees' Association General Employees Unit
13. Resolution No. R-18-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the Executive Group
14. Resolution No. R-19-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the Confidential Group
15. Resolution No. R-23-11 Approving a Change in the Paying and Reporting of the Value of Employer Paid Member Contributions for the Elected Officials

## **GOAL STATEMENT**

The proposed action will support the City's goal of meeting its ongoing fiscal obligations.

## **BACKGROUND**

The City of Colton has eight (8) employee bargaining units, each under separate contract. Four (4) of these contracts (known as MOU's) expired on June 30, 2010. The remaining four (4) expire June 30, 2011. Given the City's fiscal condition, renegotiating MOU's has been a time consuming and challenging process for both the City and the respective bargaining units. All bargaining units, even units with unexpired contracts, have been participating in meetings with the City.

In addition, the City's "executive group" resolution governs its executive group employees (e.g. department-head level employees), its confidential group employees (e.g. employees who perform "confidential" functions as defined by Government Code Sections 3513 and 3562), and its elected officials. The purpose of tonight's action is to also separate these three groups into their own resolutions (since their compensation and benefits differ in some respects), to include concessions agreed to by the executive and confidential groups, to adopt similar concessions for the elected officials, and to specifically memorialize a reduced auto allowance for the Mayor and Council Members within Chapter 2.12 of the Colton Municipal Code, rather than by resolution.

## **ISSUES/ANALYSIS**

Thus far, the City has reached agreement with four (4) of the bargaining units that have expired contracts (CPOA, CPMA, Mid-Manager Unit and General Unit), and has outlined agreed upon concessions with the Executive Group and Confidential Group as well.

The significant agreed upon amendments related to those MOU's and the Executive Group, Confidential Group and Elected Officials Resolutions and Ordinance are as follows:

**Colton Police Officers' Association and Colton Police Management Association:**

- Term – 42 Months, expiring 12-31-13.
- Salary Reduction – There shall be a base salary reduction of 2% in July of 2012 and another 2% reduction in July of 2013. If at the time of the each required salary reduction, based on a survey of the agreed upon survey cities, the median base salary is more than 2% higher than Colton's current base salary, the decrease will not take place.
- PERS Contribution – Employees, upon adoption of this MOU, shall begin paying their full 9% Employee Contribution currently being paid by the City. If before July 1, 2012 the City approves or adopts a memorandum of understanding with any bargaining unit of the City that does not include a requirement that each employee pay its full employee contribution to PERS (e.g. 8% for "miscellaneous" members or 9% for "safety" members), the City shall immediately, on a prospective basis, begin paying the aforementioned 9% on the employee's behalf. (resolution attached)
- PERS Two – Tier Retirement Formula – Effective upon completing the plan amendment process with PERS, newly hired "safety" employees shall be under the 3% at 55 PERS pension formula. In the event a former employee who was in the 3% at 50 plan returns to Colton within 18 months of leaving, he or she shall be returned on the 3% at 50 formula to the extent allowable by PERS.
- Grievance/Arbitration Language – Modified to be mutually agreeable to both parties.
- Furlough Repayment – Eliminate Side Letter requiring repayment for past furlough time and forgive any repayment owed by the City.

**San Bernardino Public Employees' Association Mid-Manager Employees Unit and San Bernardino Public Employees' Association General Employees Unit:**

- Term - 42 Months, expiring 12-31-13
- PERS Contribution – Employees, upon adoption of this MOU, shall begin paying their full 8% Employee Contribution (4% currently being paid by the City). If before July 1, 2012 the City approves or adopts a memorandum of understanding with any bargaining unit of the City that does not include a requirement that each employee pay its full employee contribution to PERS (e.g. 8% for "miscellaneous" members or 9% for "safety" members), the City shall immediately, on a prospective basis, begin paying the aforementioned 4% on the employee's behalf. (resolution attached)
- PERS Two – Tier Retirement Formula – Effective upon completing the plan amendment process with PERS (and agreement with all Miscellaneous bargaining units), newly hired "miscellaneous" employees shall be under the 2.5% at 55 PERS pension formula. In the event a former employee who was in the 2.7% at 55 plan returns to Colton within 18 months of leaving, he or she shall be returned on the 2.7% at 55 formula to the extent allowable by PERS. The plan amendment process with PERS may be subject to good faith completion of the meet and confer process with those bargaining units whose contracts are set to expire on June 30, 2011.
- Modified Work Schedule: All unit members shall work a modified schedule effective July 1, 2011. This change will shorten each workday by 30 minutes.

- Time Off Bank: Each unit member shall be credited with a 20 hour time bank on the first pay period of the fiscal year. These hours must be used within the fiscal year credited, otherwise the employee's time bank the next fiscal year will be credited only with enough hours to reach the 20 hours maximum again. These hours may not be cashed out or carried over from year to year.
- Grievance/Arbitration Language – City and Association to reach agreement on language by March 31, 2011.
- Side Letters: Eliminate all side letters. Language regarding these items reverts back to existing MOU language. This includes furlough repayment and increased sick leave cash outs. Amend the Mid-Manager MOU to update language on floating holiday.

#### **Non-Represented Executive Group of Employees**

- Salary Reduction – There shall be a base salary reduction of 5% effective July 1, 2011 for all Directors other than the Police Chief who will receive a 1% salary reduction and further reductions in accordance with other police officers.
- PERS Contribution – Employees, upon adoption of the Resolution, shall begin paying their full Employee Contribution (8% for “miscellaneous” members and 9% for “safety” members). The City currently pays 4% of the “miscellaneous” members’ contributions and all 9% of the “safety” members contributions. If before July 1, 2012 the City approves or adopts a memorandum of understanding with any bargaining unit of the City that does not include a requirement that each employee pay its full employee contribution to PERS (e.g. 8% for “miscellaneous” members or 9% for “safety” members), the City shall immediately, on a prospective basis, begin paying the aforementioned 4% and 9% respectively on the employees’ behalves.
- PERS Two – Tier Retirement Formula – Effective upon completing the plan amendment process with PERS, newly hired “miscellaneous” members shall be under the 2.5% at 55 PERS pension formula and “safety” employees shall be under the 3% at 55 PERS pension formula. The plan amendment process with PERS may be subject to good faith completion of the meet and confer process with those bargaining units whose contracts are set to expire on June 30, 2011.
- Auto Allowance – Clarified with respect to City policy for documenting mileage reimbursements and City-owned vehicles for Chiefs and the Public Works and Utilities Services Director.
- Clarifications - Additional “clean-up” revisions to the Resolution were made, including clarifying that the Executive Group is an unrepresented group of employees; the City retains all management rights with at-will employees; there is no longer certification, educational incentive, acting or incentive pay; and city automobiles are to be provided only to the Police Chief, Fire Chief and Public Works and Utilities Services Director at the discretion of the City Manager; and clarified positions and title changes for positions included within the Group.

### **Non-Represented Confidential Group of Employees**

- **PERS Contribution** – Employees, upon adoption of the Resolution, shall begin paying their full Employee Contribution (8% for “miscellaneous” members). The City currently pays 4% of the “miscellaneous” members’ contributions. If before July 1, 2012 the City approves or adopts a memorandum of understanding with any bargaining unit of the City that does not include a requirement that each employee pay its full employee contribution to PERS (e.g. 8% for “miscellaneous” members or 9% for “safety” members), the City shall immediately, on a prospective basis, begin paying the aforementioned 4% on the employees’ behalves.
- **PERS Two – Tier Retirement Formula** – Effective upon completing the plan amendment process with PERS, newly hired “miscellaneous” members shall be under the 2.5% at 55 PERS pension formula. The plan amendment process with PERS may be subject to good faith completion of the meet and confer process with those bargaining units whose contracts are set to expire on June 30, 2011.
- **Modified Work Schedule:** All unit members shall work a modified schedule effective July 1, 2011. This change will shorten each workday by 30 minutes.
- **Time Off Bank:** Each unit member shall be credited with a 20 hour time bank on the first pay period of the fiscal year. These hours must be used within the fiscal year credited, otherwise the employee’s time bank the next fiscal year will be credited only with enough hours to reach the 20 hours maximum again. These hours may not be cashed out or carried over from year to year.
- **Clarifications** - Additional “clean-up” revisions to the Resolution were made, including clarifying that the Confidential Group is an unrepresented group of employees; the City retains all management rights with at-will employees; as previously indicated by Council action on August 7, 2007 and Resolution R-114-07, the Executive Assistant to the City Council will be paid at minimum of ten percent (10%) above the other Executive Assistants in the Confidential Group; and clarified positions and title changes for positions included within the Group.

### **Elected Officials**

- **PERS Contribution** – Elected Officials, upon adoption of the Resolutions, shall begin paying their full Employee Contribution (8% for “miscellaneous” members). The City currently pays 4% of the “miscellaneous” members’ contributions.
- **PERS Two – Tier Retirement Formula** – Effective upon completing the plan amendment process with PERS, newly elected members shall be under the 2.5% at 55 PERS pension formula. The plan amendment process with PERS may be subject to good faith completion of the meet and confer process with those bargaining units whose contracts are set to expire on June 30, 2011.
- **Reduced Auto Allowance:** The adopted auto allowances for the Elected Officials shall be reduced to \$220 (from \$500 for the Mayor and Council Members and \$400 for the City Treasurer and City Clerk). Though the City Clerk and City Treasurer were entitled to an auto allowance pursuant to Resolution R-63-97, there was a conflicting statement in the prior executive group resolution and the City Clerk had not been receiving one. This

represents a reduction for the Mayor and Council Members of about 30% from their taxable benefits.

## **FISCAL IMPACTS**

Approval of the recommended MOU's and resolutions will result in an estimated annual savings of \$1,222,995, of which approximately \$865,660 will go to the General Fund. In addition, immediate implementation of the PERS contribution portion of the respective agreements is estimated to save approximately \$250,450 overall and \$196,537 to the General Fund in the current fiscal year.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. MOU between the City and the CPOA
2. MOU between the City and the CPMA
3. MOU between the City and the Mid-Manager Unit
4. MOU between the City and the General Unit
5. Resolution R-10-11 - Governing Executive Group Employees
6. Resolution R-11-11 - Governing Confidential Group Employees
7. Resolution R-20-11 - Governing Elected Officials
8. Ordinance No. O-01-11 - Reduced Auto Allowance for Council & Mayor
9. Resolution No. R-14-11 - PERS EPMC for CPOA
10. Resolution No. R-15-11 - PERS EPMC for CPMA
11. Resolution No. R-16-11 - PERS EPMC for Mid-Manager Unit
12. Resolution No. R-17-11 - PERS EPMC for General Unit
13. Resolution No. R-18-11 - PERS EPMC for Executive Group
14. Resolution No. R-19-11 - PERS EPMC for Confidential Group
15. Resolution No. R-23-11 - PERS EPMC for Elected Officials

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COLTON  
AND  
THE POLICE RANK & FILE ASSOCIATION**

**TABLE OF CONTENTS**

<b>EMPLOYER-EMPLOYEE RELATIONS.....</b>	<b>3</b>
SECTION 1: RECOGNITION .....	3
SECTION 2: TERM OF AGREEMENT: .....	3
SECTION 3: GRIEVANCE PROCEDURE:.....	3
A. <u>STATEMENT OF PURPOSE</u> .....	3
B. <u>DEFINITIONS</u> .....	4
C. <u>INFORMAL RESOLUTION STEPS</u> .....	5
D. <u>FORMAL RESOLUTION STEPS</u> .....	5
E. <u>ARBITRATION</u> .....	6
F. <u>REPRESENTATION</u> .....	9
G. <u>TIME LIMITS</u> .....	9
H. <u>WITHDRAWAL</u> .....	9
I. <u>FREEDOM FROM REPRISAL</u> .....	9
J. <u>MINOR DISCIPLINARY ACTION APPEAL PROCESS</u> .....	10
<b>COMPENSATION.....</b>	<b>10</b>
SECTION 1: SALARY .....	10
SECTION 2: LONGEVITY PAY .....	11
SECTION 3: BILINGUAL PAY .....	11
SECTION 4: RETIREMENT.....	11
SECTION 5: OVERTIME .....	12
A. Work Period.....	12
B. Overtime Pay.....	12
C. School Resource Officer .....	13
D. Compensatory Time Off.....	13
E. Overtime Authorization.....	14
F. Clothes Changing.....	14
G. Shift Trades .....	14
H. Early Relief.....	15
I. Firearms Qualifications .....	15
J. Training Time.....	15
K. City Vehicle Use.....	16
L. Call Back Pay .....	16
M. Court Pay.....	16
N. Court Standby Pay .....	16
O. Detective Standby .....	17
SECTION 6: ACTING PAY .....	17
SECTION 7: POST CERTIFICATES.....	17
SECTION 8: CORPORAL/DETECTIVE INCENTIVE .....	18
SECTION 9: FIELD TRAINING OFFICER / ID OFFICER INCENTIVES .....	18
<b>FRINGE BENEFITS.....</b>	<b>18</b>

SECTION 1: HEALTH INSURANCE .....	18
SECTION 2: RETIREES' HEALTH INSURANCE PARTICIPATION:.....	18
SECTION 3: LIFE INSURANCE .....	19
SECTION 4: LONG TERM DISABILITY .....	19
SECTION 5: UNIFORM MAINTENANCE ALLOWANCE.....	19
SECTION 6: POLICE OFFICER TRAINEES .....	19
SECTION 7: EDUCATIONAL INCENTIVE (COLLEGE DEGREE).....	19
SECTION 8: SOCIAL SECURITY .....	20
SECTION 9: MEDICARE .....	20
<b>LEAVES .....</b>	<b>20</b>
SECTION 1: VACATION .....	20
A. Accrual.....	20
B. Use .....	21
C. Buy-Back.....	21
D. Accumulated Hours at Termination of Employment .....	21
SECTION 2: HOLIDAYS .....	21
SECTION 3: SICK LEAVE.....	22
A. Accrual.....	22
B. Sick Leave Reports .....	22
C. Family Attendance.....	22
D. Accumulated Hours at Termination.....	23
E. Buy Back Program.....	24
SECTION 4: BEREAVEMENT LEAVE.....	24
SECTION 5: LEAVE USAGE.....	24
<b>GENERAL PROVISIONS.....</b>	<b>25</b>
SECTION 1: PROMOTIONAL PROCEDURE.....	25
SECTION 2: PROCEDURE FOR SELECTION OF CORPORAL/DETECTIVE.....	25
SECTION 3: WORK SCHEDULE .....	26
SECTION 4: NEPOTISM.....	26
SECTION 5: MAINTENANCE OF TERMS & CONDITIONS OF EMPLOYMENT .....	27
SECTION 6: SAVINGS CLAUSE.....	27
SECTION 7: REOPENER .....	27
SECTION 8: COUNCIL ACTION .....	27

## ARTICLE I

### EMPLOYER-EMPLOYEE RELATIONS

#### Section 1: Recognition

The City hereby recognizes the Colton Police Officers Association (Rank and File Unit) as the representative of employees in the following classifications:

ANIMAL CONTROL OFFICER \*  
POLICE CORPORAL/DETECTIVE  
POLICE OFFICER  
POLICE OFFICER TRAINEE \*  
POLICE SERGEANT

\* Non-Sworn

#### Section 2: Term of Agreement:

The term of this agreement is 42 months beginning July 1, 2010 and ending midnight December 31, 2013.

This agreement may be extended by mutual consent of both parties.

#### Section 3: Grievance Procedure:

##### A. STATEMENT OF PURPOSE

The purpose and objectives of the grievance procedure are to:

1. Assure fair and equitable treatment of all employees and to promote harmonious relations among employees and their supervisors.
2. Afford employees a simple means of obtaining consideration of their grievance by informal means at supervisory level and review of the supervisor's decisions.
3. Resolve grievances as quickly as possible and to correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

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 shall be made to find an acceptable solution at the lowest level of supervision.

B. DEFINITIONS

For purposes of this procedure, the following definitions shall apply:

1. Day – A work day, except where otherwise stated. A work day is a day on which City Hall is open for business for its full normal working hours.
2. Grievant – A current or former member of the bargaining unit employed full time by the City, except those persons elected by popular vote. An Association may file a grievance on behalf of itself or its members.
3. Grievance – An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, the City of Colton's personnel rules and regulations, departmental rules and regulations, and other policies and practices.

Except as provided for in Section J, only the following major disciplinary actions taken against permanent employees are appealable under this grievance procedure:

- a. Suspensions in excess of 3 days;
- b. Disciplinary salary reductions;
- c. Demotions; and,
- d. Discharges.

Any appeal of the above disciplinary actions shall be initiated Grievance Step Four.

4. Representative – A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.
5. Immediate Supervisor – The person having evaluation responsibility for the grievant.
6. Association – The legal entity elected to be the exclusive representative of the employee group.
7. Class Grievance – A grievance involving more than one employee.
  - a. Each employee must submit his or her grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the City.
  - b. Resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in circumstances or

7. Time for Arbitrator to Render Decision

The arbitrator shall render a decision, in writing, within 30 calendar days of the close of the hearing or of the arbitrator's receipt of closing briefs, whichever is later.

8. Findings of Fact and Remedies for Disciplinary Appeals

An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:

- a. For any type of disciplinary arbitration: If the arbitrator finds that a disciplinary action was taken for reasonable cause, he or she shall sustain the action.
- b. For appeals of suspensions and reductions in class or salary: If the disciplinary action is modified or rescinded by the arbitrator, the grievant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. For discharges:
  - i. If the arbitrator finds that the order of discharge should be modified to another form of discipline, the grievant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the grievant was removed from duty, as determined by the arbitrator.
  - ii. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the grievant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
- d. Restrictions on remedies:
  - i. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the grievant was reduced or removed from duty which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings or from any unreasonable delay in the issuance of the arbitrator's award
  - ii. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since the date of discharge which grievant would not likely have earned but for the discharge shall also be deducted.

9. Arbitration Final and Binding

The decision by the arbitrator shall be final and binding and not subject to any administrative or judicial appeal or review of any kind except pursuant to California Code of Civil Procedure Section 1286.2.

F. REPRESENTATION

1. An employee may request representation of his or her choice and at his or her expense at any stage of the grievance procedure.
2. The grievant and his or her designated representative, if any, shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
3. Only the grievant and one other person from the bargaining unit may be on paid status while engaging in tasks related to the representation. Representation shall not unduly interfere with the normal course of City business.

G. TIME LIMITS

1. Failure by a grievant to meet any deadline set in this procedure shall terminate the grievance. The grievant shall not have a right to refile on the same set of facts, unless good cause is shown for the delay or the City notifies the grievant in writing that it will waive the deadline.
2. Failure by the City to meet a deadline set forth in this procedure shall give the grievant the right to proceed to the next Step.
3. Time limits in this procedure may be extended by mutual written agreement between the parties.
4. The grievant and his or her representative, if any, will be given at least 10 days written notice of any meeting scheduled pursuant to any Formal Resolution Step. This provision may be waived by mutual written agreement between the parties.

H. WITHDRAWAL

Any grievance may be withdrawn by the grievant at any time. Withdrawal of a grievance will be with prejudice and shall remove the right of the grievant to refile on the same set of facts.

I. FREEDOM FROM REPRISAL

No grievant shall be subject to coercion, discrimination, reprisal, or disciplinary action for discussing a complaint or grievance with his or her immediate supervisor, or for the good faith filing of a grievance.

J. MINOR DISCIPLINARY ACTION APPEAL PROCESS

1. For purposes of this procedure, a "minor disciplinary action" means a suspension of 3 days or less, a written warning or written reprimand, or any other minor "punitive action" subject to administrative appeal within the meaning of the Public Safety Officers Procedural Bill of Rights Act. Only employees covered by the Act may initiate an appeal of minor disciplinary action.
2. Any permanent, full-time employee who is subjected to a minor disciplinary action may appeal such action to the head of the employee's department or his or her designee within 10 days of the date written notification of the action was rendered. Such appeal shall be submitted in writing, stating the reason(s) that the employee believes the disciplinary action should be modified or rescinded.
3. Within 15 days of receiving such an appeal, the head of the department or his or her designee shall schedule a meeting with the employee and the employee's representative, if any.
4. Within 15 days after the meeting, the head of the department or his or her designee shall issue a written determination. Such determination shall be final and binding, and shall not be subject to further appeal or grievance procedure of any kind whatsoever.

**ARTICLE II  
COMPENSATION**

**Section 1: Salary**

All employees in the above-represented classifications shall receive a base salary as set forth in the Pay and Classification Plan for the City of Colton.

- Effective July 1, 2012 there shall be a salary reduction of 2%
- Effective July 1, 2013 there shall be a salary reduction of 2%

Prior to each of these scheduled reductions the City and the CPOA will jointly complete a salary survey for each represented classification among comparable classifications from the nine (9) cities listed below. The salary survey shall obtain the appropriate figures for each survey city based on the amounts that will be effective July 1, 2012 and July 1, 2013 respectively.

The survey cities are: Barstow, Chino, Fontana, Montclair, Ontario, Redlands, Rialto, San Bernardino and Upland. No cities shall be added to or removed from this list during the term of the MOU.

If at the time of each required salary reduction the median salary for the cities surveyed is more than 2% higher than the comparable CPOA salary, the decrease shall not be implemented.

### **Section 2: Longevity Pay**

Effective January 1, 2007, 2% longevity pay was converted to a 2% flat increase to POST Certificate Pay see Section 7, infra for all eligible members.

### **Section 3: Bilingual Pay**

Effective July 1, 2004 the City agrees to increase the bilingual pay to \$100 per month for employees who must perform bilingual translation as part of their job function and regular duties, who successfully complete a bilingual examination, and who pass the annual tests. Bilingual pay will be for employees, who speak Spanish, perform sign language, or who speak any other language designated by the Chief of Police.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Department Director shall terminate the bilingual compensation by written notice to the Management Services Director or designee. The Management Services Director or designee may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Department Director. In either case, the Department Director shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

### **Section 4: Retirement**

#### **A. Sworn Employees**

- 1) Each employee shall pay the full 9% employee/member portion of the required retirement contributions effective the first full pay period following Council adoption of this MOU.
- 2) Upon agreement with or imposition through impasse on other City bargaining units representing sworn members, the City will amend its contract with the Public Employees Retirement System (PERS) to implement a 3% at 55 retirement formula as part of a two-tier system.

All sworn employees hired after the effective date of this amended contract with PERS will be subject to the 3% at 55 formula. Sworn employees hired prior to the effective date of this amended contract with PERS will continue to enjoy the 3% at 50 retirement formula

To the extent permitted by the Public Employees Retirement System, any current sworn employee who leaves employment with the City and is reinstated within 18 months of leaving shall return at the 3% at 50 retirement plan.

**B. Non Sworn Employees**

- 1) Each employee shall pay the full 8% employee/member portion of the retirement contribution.
- 2) Upon agreement with or imposition through impasse on other City bargaining units representing miscellaneous members, the City will amend its contract with the Public Employees Retirement System (PERS) to implement a 2.5% at 55 retirement formula as part of a two-tier system.

All non-sworn employees hired after the effective date of this amended contract with PERS will be subject to the 2.5% at 55 formula. Non-sworn employees hired prior to the effective date of this amended contract with PERS will continue to enjoy the 2.7% at 50 retirement formula,

If before July 1, 2012 the City approves or adopts a MOU with any bargaining unit of the City that does not include the requirement that each employee pay its full employee contribution to PERS (e.g. 8% for miscellaneous members; 9% for safety members), the City shall immediately, on a prospective basis, begin paying the employee's share.

All employee contributions shall be deposited in the members' retirement account. Other benefits provided include:

- a. 3% at age 50 formula (sworn) – prior to 7/1/10
- b. 2.7% at age 55 formula (non-sworn) – prior to 7/1/10
- c. 3% at age 55 formula (sworn) – after 7/1/10
- d. 2.5% at age 55 formula (non-sworn) after 7/1/10
- e. One year final compensation
- f. Military buyback
- g. Post-Retirement Survivor Allowance (sworn)
- h. 1959 Survivor Benefit/4<sup>th</sup> Level

**Section 5: Overtime**

**A. Work Period**

The work period of sworn employees shall be 28 days in length and of non-sworn employees 7 days in length commencing the date the new work schedules described below are implemented.

**B. Overtime Pay**

All sworn employees required to work in excess of their regularly scheduled shift or of 160 hours per work period, and all non-sworn employees required to work in excess of their regularly scheduled shift or of 40 hours per work period shall receive

compensation at the rate of time and one-half the regular rate of pay. The regular rate of pay shall include (if applicable) educational incentive and special assignment pay in addition to base salary.

In determining an employee's eligibility for overtime at the regular rate of pay, paid leaves of absence shall be included in calculating the total hours worked.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or work period on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Overtime shall be recorded and paid in minimum increments of 15 minutes.

C. School Resource Officer

The parties agree that if an SRO leaves the program at a time other than the beginning of the school year, the compensatory time accrued as a result of the nine (9) hour workday should be handled in the following manner:

Retirement or Resignation from CPD: Employee will be cashed out as with any other accrued compensatory time.

Voluntary Transfer or End of Assignment: Employee will be provided a reasonable time to schedule time off to reduce the accrued compensatory time.

Involuntary Transfer: Employee may elect to cash out, bank, or schedule time off to reduce the accrued compensatory time.

D. Compensatory Time Off

Each represented employee shall, at the employee's discretion, be entitled to payment of overtime compensation in the form of cash or compensatory time off. If the employee chooses to receive overtime compensation in the form of compensatory time off, then such compensatory time off shall be earned at the same rate (one and one-half times the employee's hourly rate) as in the case of overtime earned.

The maximum number of compensatory time off hours which may be accumulated (after conversion at time and one-half) by a represented employee is 480 (320 hours worked times time-and-one-half). Once an employee has accumulated 480 hours, then all future overtime shall be paid in cash.

The number of compensatory time off hours which the employee has accumulated during any time period, shall carry over from year to year and month to month, and under no circumstance, shall be deleted unless such action is in accord with this section of the MOU.

No employee shall be involuntarily required to utilize all or part of his/her compensatory time off. Any employee desiring to utilize all or part of his/her accumulated compensatory time off shall make application to a supervisor vested with the authority to grant such application. If, as a result of the needs of the organization, the responsible supervisor, in his/her discretion is unable to grant the use of such compensatory time off, then the application shall be denied.

During the first payroll period of November and May of any calendar year, any represented employee having accumulated compensatory time off, may, at the employee's discretion, mandate that the City provide the employee with a cash disbursement at the hourly rate existing at the time of disbursement and with reference to the number of hours designated by the employee. The City shall comply with such direction from the employee. Upon the employee's separation from City service, for any reason, the City shall disburse to the employee, at the hourly rate existing at the time of disbursement, the value, in cash, of all accumulated compensatory time off. Any disbursements made pursuant to this section shall be included and designated on the employee's paycheck as earned salary.

**E. Overtime Authorization**

All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior approval may result in the denial of the overtime request.

**F. Clothes Changing**

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

Nothing herein prevents an employee from wearing his/her uniform to and/or from his/her residence to work.

Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

**G. Shift Trades**

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. An employee must have supervisory approval prior to being allowed to trade shifts. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased

as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

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

If one individual fails to appear for the other (regardless of the reason), the person who "traded in" will be listed as absent without leave and may be subject to disciplinary action.

H. Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. An employee must have the approval of the watch commander prior to being allowed early relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

I. Firearms Qualifications

Employees required to shoot at the firing range while off duty shall receive credit for actual time spent at the range (a minimum of one hour shall be paid). Travel time to and from the range is not considered hours worked and shall not be compensated in any manner.

Employees who shoot at the range at times other than the required qualifications dates will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

J. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 553.226, et. seq. When feasible, the department will adjust the employee's work schedule to minimize the impact of travel and training time.

An employee attending mandatory training or called in to mandatory training shall receive credit for a minimum of one hour.

K. 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.

L. Call Back Pay

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or asked to come in immediately prior to his/her regularly scheduled shift. An employee called back to duty shall be credited for actual hours worked. The employee shall receive a minimum compensation of two (2) hours call back pay. This provision is subject to all the current provisions in the MOU and will only apply to meetings if there is not 72 hours advance notice. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

M. Court Pay

When an employee is physically called to court, while off duty, he/she shall be credited on an hour-for-hour basis for the time actually spent in court. An employee shall be credited with a minimum of four (4) hours of the court appearance. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

N. Court Standby Pay

An employee may leave a telephone number or wear an electronic pager so that he/she may be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated except as set forth below.

Alternatively, an employee on court standby may, with the permission of the department, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on an hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

In recognition of the City's established practice, the City shall continue to compensate employees at the rate of four hours pay at time and one-half when placed on standby by the District Attorney's Office. This payment is being made pursuant to the MOU, not pursuant to FLSA. Time compensated in the above manner shall not constitute hours worked for purposes of FLSA.

O. Detective Standby

An employee may leave a telephone number or wear an electronic pager so that he/she may be reached while on detective standby. Such time is not considered hours worked under FLSA and will not be compensated except as set forth below.

Stand-by time is defined as being from the end of the work day on Friday to the end of the work day the following Friday (a period not to exceed seven days). Each detective on standby shall receive ten (10) hours at time and one-half per seven-day cycle. Said payment shall be made in cash or accrual of compensatory time, at the option of the employee.

**Section 6: Acting Pay**

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of more than eighty (80) continuous working hours, the employee shall receive the salary rate of the higher class in which he/she is performing the required duties. In such cases, the employee shall be paid at the appropriate step of the salary schedule of the higher classification which will assure an increase of not less than 5% greater than the salary of his/her current position, but in no case shall such salary exceed the top salary step of the higher classification. The higher salary rate payable shall commence after completion of eighty (80) working hours following the temporary reassignment to the performance of duties of the higher classification. The requirement for the performance of duties of higher classification shall be placed in writing to the City Manager following recommendation by the affected appointing authority. No employee shall be required to perform any of the duties of a higher classification unless that employee is deemed to possess the minimum qualifications of the higher classification by the City Manager as recommended by the affected appointing authority and agrees to perform those acting duties.

This provision shall not apply to Police Officers working as Police Corporals.

**Section 7: POST Certificates**

Each affected employee shall receive the following monthly amounts if he/she possesses the requisite POST Certificates. An employee possessing one of the certificates listed below who is receiving acting pay shall be compensated for the certificate pay listed for the classification in which he or she is acting. FLSA overtime will include POST Certificate pay.

Intermediate	7%
Advanced	8%
Supervisory	9%

\* Incremental amount – total percentage paid for all certificates will be the combined total.

**Section 8: Corporal/Detective Incentive**

To correct the compaction issue, the position of Corporal/Detective shall maintain a 10% salary increase/differential from the salary range of Police Officer.

The position of Corporal/Detective shall maintain a 10% salary benchmark from the top step salary range of Police Officer.

**Section 9: Field Training Officer / ID Officer Incentives**

Effective July 1, 2005 the City will pay any Police Officer or non-sworn employee who is assigned to train another employee an incentive of \$200 per month, or pro-rata portion thereof, while training.

Effective upon approval of this MOU by the City Council, any Police Officer assigned to ID Officer shall receive 5% special assignment pay over the salary range of Police Officer.

**ARTICLE III  
FRINGE BENEFITS**

**Section 1: Health Insurance**

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$990 per month from which employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

Each employee is required to maintain a minimum coverage for him/herself in a plan of their choice. In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said dollar amounts shall be provided in the form of a bi-weekly cash disbursement.

The CPOA will receive the same increase to the Health Insurance provided to any other bargaining group.

**Section 2: Retirees' Health Insurance Participation:**

Members of this unit who retire (service or disability) from the City employ may, at the retiree's discretion, enroll in the City-provided health insurance plan of the employee's choice.

Employees who retire after having served a minimum of 20 years with the City shall have their and their spouse's HMO premiums paid for by the City up to Medicare age. After

the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and their spouse's, premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees and their spouses, all premiums required by their participation in such health insurance plan shall be paid by the employee. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide reimbursement to retirees who move out of an area where the city's health insurance carriers do not provide coverage. The city will reimburse the retiree monthly up to their previous HMO premium rate. Eligible retirees must show proof of insurance and of payment of monthly premiums.

**Section 5: Life Insurance**

The City shall provide each unit member with term life insurance coverage in the amount of \$50,000.

**Section 6: Long Term Disability**

The City shall provide to each employee in the classification of Animal Control Officer a long term disability program with a minimum waiting period of 30 days or upon the expiration of sick leave, whichever is the greater period of time.

**Section 7: Uniform Maintenance Allowance**

The City agrees to pay the uniform maintenance allowance of \$70.00 per month per fiscal year. Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

**Section 8: Police Officer Trainees**

Persons serving in the classification of Police Officer Trainee are designated as non-sworn employees for purposes of retirement and fringe benefits. Police Officer Trainees shall receive all benefits accorded other non-sworn employees of the bargaining unit with the exception of long term disability.

**Section 9: Educational Incentive (College Degree)**

Effective January 1, 2007 the City will offer the following educational incentive pay:

AA Degree	1%
BA Degree	3%
MA Degree	5%

Employees shall receive the highest pay for which they are eligible, and may not combine or "stack" education pay. (For example, an employee with an AA and a BA would only receive 3%; an employee with two BA's would only get 3%).

**Section 10: Social Security**

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

**Section 11: Medicare**

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

**ARTICLE IV  
LEAVES**

**Section 1: Vacation**

**A. Accrual**

All employees shall accrue vacation time in accordance with the following:

<u>During Years of Continuous Service</u>	<u>Hours of Accrual Per Month of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual Accumulation</u>
1-5	6-2/3	80	160
6-10	10	120	240
11	10-2/3	128	256
12	11-1/3	136	272
13	12	144	288
14	12-2/3	152	304
15+	13-1/3	160	320

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual affected upon the employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon the written request of the affected employee and approval of the City Manager. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the City Manager.

B. Use

It is the intent that vacation time be used in time increments sufficiently long enough to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the department director. The City Manager may authorize an eligible employee to incur a negative vacation balance of up to 40 hours. Vacation shall not be taken during the first six months of service.

Vacations shall be taken at times determined by the department director with due regard for the wishes of the employee and for the needs of the service.

In the event, one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

No person shall be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager.

C. Buy-Back

Each employee shall be allowed to buy back up to 40 hours of vacation one time each fiscal year provided a minimum of 100 hours is retained after cash-out. The CPOA President will submit the requests the first payroll period in December.

D. Accumulated Hours at Termination of Employment

No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof. An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.

**Section 2: Holidays**

Each unit member shall receive the following 10 hour holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans' Day (To be observed as the second Monday in November)  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

If an employee is scheduled to work or be off on a regularly scheduled day off on one of the above fixed holidays, the Police Chief shall assign the employee another day off within the same work period contiguous to his/her regularly scheduled days off unless the employee and Police Chief mutually agree to another day off during that work period.

In lieu of the existing holiday accrual language in this Section, effective every July all employees covered by the MOU shall accrue ten hours of holiday leave each month during the pay period which includes their anniversary date. Any balance of accrued hours on the books each July 1 from the prior fiscal year may be paid off on July 1 at the employee's option. The Association agrees to provide that employees may carry over from fiscal year to fiscal year (July 1 – June 30) no more than 240 hours of accrued by unused holiday leave. Any balance on June 30 that exceeds the 240-hour cap shall be paid to the employee in cash at the employee's regular rate of pay. Employees who wish to exercise their option to sell back holiday hours on June 30 must process a written request to Finance no later than June 15 of that fiscal year.

### **Section 3: Sick Leave**

#### **A. Accrual**

Sick leave with pay shall be granted by the appointing authority at the rate of eight hours for each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours a year. There shall be no limit on the amount which can be accumulated.

#### **B. Sick Leave Reports**

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the City Manager prior to or within four hours after the time set for beginning his/her daily duties, or as may be specified by the Department Director. When absence is for more than three work days, the employee shall file a physician's certificate or a personal affidavit with the City Manager, stating the cause of the absence.

#### **C. Family Attendance**

Employees shall have the option of using sick leave for attendance to family members, or the employee may request to take leave without pay for attendance to family members.

Family members include employee's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, grandparent, or grandchild.

D. Accumulated Hours at Termination

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular salaried employees for more than five years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. An employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily earnings (including certification and education pay) at the time of termination, multiplied by a percentage as follows:

If employed more than five years, but less than ten	10%
If employed ten years, but less than fifteen	25%
If employed fifteen years or more	50%

Sworn personnel, who, by state law are entitled to up to one year of salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick leave to defer their retirement for disability. Such personnel are not entitled to use sick leave for job-incurred injuries. With regard to such personnel, they shall be retired as soon as it is determined that they are permanently disabled from performing the duties of their position. Upon it being determined that such a person is permanently so disabled, if he/she immediately applies for and consents to his/her retirement, then and only then shall he/she be entitled to payment for accumulated sick leave. Such payment shall be computed as described above.

A regular salaried employee who has worked for the City at least five years and has accumulated sick leave who terminates his/her employment for any reason shall be paid as full compensation for such sick leave as computed above.

The City shall provide members of the unit who are granted a service retirement (rather than disability retirement), a sum equal to the cash value of 75% of the employee's accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

#### E. Buy Back Program

Each represented employee shall be allowed to buy back up to 96 hours of sick leave per fiscal year. The requirements for the buy back are as follows:

1. Employee must have a minimum of 1,000 hours to participate in the program; and
2. A minimum of 10 years service; and
3. Employee can only buy back the amount of unused hours accumulated in any one fiscal year; and
4. The employee shall be compensated at their current salary at the time of request; and
5. This item shall be considered on a fiscal year basis.
6. One time each fiscal year, second payroll period in November, the buy-back requests will be submitted by the CPOA President to payroll.

#### Section 4: Bereavement Leave

Up to 40 hours per occurrence, two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, sister, wife, husband, domestic partner, child, step child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

#### Section 5: Leave Usage

- A. An employee, who is granted paid leave time off, other than sick leave, may choose which leave bank to take such leave from, namely vacation, holiday or compensatory time. Paid leave shall be scheduled off in accordance with procedures established by the Police Chief.
- B. School Resource Officer (SRO)
  - Generally shall schedule to be off during the year while school is not in session. This typically will include Winter Holidays (two weeks), Spring Break (one week), Summer Break (two weeks).
  - Additionally, SRO's shall schedule to be off during school recognized holidays and "In Service" days when students are not attending school (approximately 15 days) unless previously arranged with their Supervisor for specialized training or other needs beneficial to the City.
  - It is agreed that compensation for the days off outlined in this section shall be compensated via the use of compensatory time accrued as a result of the nine-hour workdays or their Holiday Leave bank.
    - School Resource Officer's acknowledge that additional vacation time of 1-4 weeks should be scheduled during summer break and will need to be coordinated with one another so that at least one SRO is working while summer school is in session.

**ARTICLE V  
GENERAL PROVISIONS**

**Section 1: Promotional Procedure**

The following shall only apply to Police Sergeant Promotions:

- A. The rule of four shall be followed for each promotional list when there is only one vacancy. When multiple vacancies exist, two names shall be added to the list for each additional vacancy.
- B. Written exams shall be validated tests procured from such sources as CPS and WRIB and be designed for the positions in question.
- C. The Human Resource Division shall be the only source of information about the applicants to the outside oral raters. They shall only give information contained in the evaluation and job application/resume. That information shall be given to the raters on the day of the interview.
- D. The oral and written examinations shall be weighted equally.
- E. No one shall be considered unless that person's previous annual evaluation is rated at "competent" or better.
- F. Human Resources shall notify all candidates of the breakdown of their scores following completion of the testing process. The date those scores shall be available shall be listed in the Notice of Oral Exam. Candidates desiring to review the arithmetic calculations of their scores for accuracy shall file a written request with the Human Resources Division by 5:00 p.m. the first business day after the date that their scores are made available as described above.
- G. If an error is found, it will be corrected. In case of a dispute between the promotional candidate and the Human Resources Division, the candidate may appeal to the City Manager. The City Manager's decision shall be final.
- H. Oral board rating sheets will not be disclosable or appealable except for mathematical computation or violation of no-contact provision.
- I. Promotional lists shall expire one year after they are constituted.

**Section 2: Procedure for selection of Corporal/Detective**

Appointments to positions of corporal or detective shall be made by the Chief of Police, in his discretion, from a list of four candidates per position. These four candidates shall be selected from the pool of applicants by the three division commanders, based upon the commanders' overall assessment of the candidate's ability to successfully perform in the

position, as determined by input from sergeants, personnel evaluations, current job performance, training, and experience.

### **Section 3: Work Schedule**

A regularly scheduled shift is one where the employee has received a minimum of one week's advance written notice.

Normally assigned shifts shall be as follows:

A. Patrol Division - six 12-hour and one 8-hour shift per pay period.

B. All others

1. Non-sworn - four 10-hour shifts per work period.
2. Sworn - sixteen 10-hour shifts per work period.
  - a. SRO's shall have an optional work schedule of five (5) days a week, nine (9) hours per day as agreed by all parties. The purpose of this schedule is to replicate, as much as possible, the schools calendar so as to facilitate SRO's availability during school hours.
  - b. The SRO's acknowledge they will be required to attend additional school functions such as dances, graduation, sporting events, etc. Scheduling and compensation of such events shall be arranged between the SRO's and their supervisor and may include work schedule adjustments, compensatory time, or overtime.

There shall be no mandatory pre-planned rotation except for K-9 and special assignment to Detective/Sergeant.

### **Section 4: Nepotism**

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, domestic partner, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle and other relatives or employees living in the same household.

For purposes of this policy, 'immediate family' includes the applicant's or employee's spouse and any lineal descendants of the applicant or employee or of the applicant's or employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of July 1, 2003. Applicants will not be hired and employees will not be promoted into any position where the result would be that one person would:

Be supervised by or be in the chain of command of a relative. Participate in making, or advising on, employment decisions concerning a relative.

For purposes of this policy, employment decisions shall be defined as those affecting hiring, promotion or discipline. Be employed in the same department as a relative if, for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest. Be in one of the following or have a member of the applicant's or the employee's immediate family in one of the following positions: City Manager, Department Head or member of the City Council.

If a permanent full-time employee is denied a promotion or transfer under this policy, the employee may appeal such action to the City Manager within three (3) business days of the date the employee receives written notification of said action. Such appeal shall be submitted in writing, stating the reason(s) that the employment decision should be rescinded. The parties shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and binding with no further administrative appeal rights.

#### **Section 5: Maintenance of Terms & Conditions of Employment**

All benefits enjoyed by bargaining unit members on the effective date of this MOU, and which have not specifically been amended by this MOU, shall remain in effect. If a court determines the City is required to change a benefit during the term of the MOU, the City shall meet and confer with the Association regarding the implementation of an alternative benefit of equal or similar value.

All "side letter" agreements between the City and the Police Officers' Association that have been entered into prior to the adoption of this MOU by the City Council shall automatically expire on the date this agreement is adopted. Any increases in compensation and/or benefits that were delayed, postponed or provided by those side letter agreements are hereby waived.

#### **Section 6: Savings Clause**

Should any provision of this MOU be held invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

#### **Section 7: Reopener**

No further reopener will be considered unless both the CPOA and the City mutually agree to reopen the existing contract.

#### **Section 8: Council Action**

If this agreement is acceptable to the City Council, then the City Council shall adopt the agreement by appropriate action at the first scheduled meeting following the signing of this agreement.

FOR CITY OF COLTON:

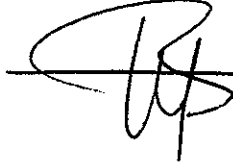
\_\_\_\_\_  
David R. Zamora, Mayor

DATED: \_\_\_\_\_

FOR C.P.O.A.:

  
\_\_\_\_\_  
C.P.O.A., Representative

DATED: 02.15.2011

 2/15/11

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE CITY OF COLTON  
 AND  
 THE POLICE MANAGEMENT ASSOCIATION**

**TABLE OF CONTENTS**

ARTICLE I - EMPLOYER-EMPLOYEE RELATIONS..... 3

SECTION 1: RECOGNITION..... 3

SECTION 2: GRIEVANCE PROCEDURE..... 3

    A. STATEMENT OF PURPOSE..... 3

    B. DEFINITIONS..... 3

    C. INFORMAL RESOLUTION STEPS ..... 4

    D. FORMAL RESOLUTION STEPS..... 5

    E. ARBITRATION ..... 5

    F. REPRESENTATION..... 8

    G. TIME LIMITS..... 8

    H. WITHDRAWAL..... 8

    I. FREEDOM FROM REPRISAL..... 9

    J. MINOR DISCIPLINARY ACTION APPEAL PROCESS..... 9

SECTION 3: CONDUCT OF ASSOCIATION BUSINESS ..... 9

ARTICLE II -COMPENSATION ..... 9

SECTION 1: SALARY ..... 9

SECTION 2: RETIREMENT..... 10

SECTION 3: FLSA EXEMPT EMPLOYEES ..... 10

SECTION 4: POST CERTIFICATES ..... 11

SECTION 5: STANDBY ..... 11

SECTION 6: SOCIAL SECURITY ..... 11

SECTION 7: MEDICARE ..... 11

SECTION 8: BILINGUAL PAY ..... 11

ARTICLE III - FRINGE BENEFITS ..... 12

SECTION 1: HEALTH INSURANCE..... 12

SECTION 2: RETIREES' HEALTH INSURANCE PARTICIPATION..... 12

SECTION 3: LIFE INSURANCE ..... 12

SECTION 4: UNIFORM MAINTENANCE ALLOWANCE..... 12

SECTION 5: EDUCATIONAL INCENTIVE (COLLEGE DEGREE) ..... 12

ARTICLE IV - LEAVES..... 13

SECTION 1: VACATION ..... 13

    1. ACCRUAL ..... 13

    2. USE..... 13

    3. ACCUMULATED HOURS AT TERMINATION OF EMPLOYMENT ..... 14

SECTION 2: HOLIDAYS..... 14

SECTION 3: SICK LEAVE ..... 14

    1. ACCRUAL ..... 14

    2. SICK LEAVE REPORTS..... 15

    3. FAMILY ATTENDANCE ..... 15

4. ACCUMULATED HOURS AT TERMINATION.....	15
5. SICK LEAVE CASH OUT.....	16
SECTION 4: BEREAVEMENT LEAVE.....	16
SECTION 5: ADMINISTRATIVE LEAVE .....	16
SECTION 6: LEAVE USAGE.....	16
ARTICLE V - GENERAL PROVISIONS .....	16
SECTION 1: WORK SCHEDULE .....	16
SECTION 2: PERSONAL USE OF ASSIGNED VEHICLE.....	17
SECTION 3: NEPOTISM .....	17
SECTION 4: MAINTENANCE OF BENEFITS.....	18
SECTION 5: SAVINGS CLAUSE.....	18
SECTION 6: TERM OF MOU.....	18
SECTION 7: COUNCIL ACTION.....	18

## ARTICLE I - EMPLOYER-EMPLOYEE RELATIONS

### SECTION 1: RECOGNITION

The City hereby recognizes the Colton Police Management Association as the representative of employees in the classifications of Police Captain and Police Lieutenant.

### SECTION 2: GRIEVANCE PROCEDURE

#### A. STATEMENT OF PURPOSE

The purpose and objectives of the grievance procedure are to:

1. Assure fair and equitable treatment of all employees and to promote harmonious relations among employees and their supervisors.
2. Afford employees a simple means of obtaining consideration of their grievance by informal means at supervisory level and review of the supervisor's decisions.
3. Resolve grievances as quickly as possible and to correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

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 shall be made to find an acceptable solution at the lowest level of supervision.

#### B. DEFINITIONS

For purposes of this procedure, the following definitions shall apply:

1. Day – A work day, except where otherwise stated. A work day is a day on which City Hall is open for business for its full normal working hours.
2. Grievant – A current or former member of the bargaining unit employed full time by the City, except those persons elected by popular vote. An Association may file a grievance on behalf of itself or its members.
3. Grievance – An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, the City of Colton's personnel rules and regulations, departmental rules and regulations, and other policies and practices.

Except as provided for in Section J, only the following major disciplinary actions taken against permanent employees are appealable under this grievance procedure:

- a. Suspensions in excess of 3 days;

- b. Disciplinary salary reductions;
- c. Demotions; and,
- d. Discharges.

Any appeal of the above disciplinary actions shall be initiated Grievance Step Four.

- 4. Representative – A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.
- 5. Immediate Supervisor – The person having evaluation responsibility for the grievant.
- 6. Association – The legal entity elected to be the exclusive representative of the employee group.
- 7. Class Grievance – A grievance involving more than one employee.
  - a. Each employee must submit his or her grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the City.
  - b. Resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in circumstances or occurrences which brought about the grievance.
  - c. Any grievant not satisfied with the decision at any procedural step shall retain their individual right to appeal to the next step in the grievance procedure.
- 8. Answer – The response to the grievance at Steps One, Two, and/or Three as outlined in this procedure. All answers shall be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the deadline by which the grievant must request the next Step.

### C. INFORMAL RESOLUTION STEPS

#### 1. STEP ONE: Immediate Supervisor

Within 10 days after a grievant knew, or by reasonable diligence should have known, of the act or omission upon which a grievance may be based, the grievant shall request an informal resolution meeting with his or her immediate supervisor. Every effort shall be made to resolve a grievance through discussion between the grievant and the grievant's immediate supervisor.

This step will be deemed waived if the immediate supervisor, or the immediate supervisor's action, is the subject of the grievance.

The supervisor shall prepare a written answer to the grievance within 10 days after the informal resolution meeting.

D. FORMAL RESOLUTION STEPS

2. STEP TWO: Appeal to Division Head or Designee

If the grievance is not resolved at Step One, the employee may request a meeting to discuss the grievance with the division head, if one exists, or his or her designee. The meeting must be requested in writing within 10 days after the Step One decision has been rendered.

The meeting will be scheduled within 10 days of receipt of the grievant's written request for the meeting. The division head or his or her designee shall prepare a written answer within 10 days after meeting with the grievant.

If no division head exists, the grievant may proceed directly to Step Three.

3. STEP THREE: Appeal to Head of the Department or Designee

If the grievance is not resolved at Step Two, the employee may request a meeting to discuss the grievance with the head of the employee's department, or that person's designee. The meeting must be requested in writing within 10 days after the Step Two decision has been rendered.

In situations where a department has no division head to whom an appeal may be addressed at Step Two, the employee may request the Step Three meeting within 10 days of receiving the written answer from his or her immediate supervisor.

The meeting will be scheduled within 10 days of the employee submitting the request for the meeting. The head of the department or his or her designee shall render an answer within 10 days of meeting with the grievant.

4. STEP FOUR: Appeal to Arbitrator

If the grievance is not resolved at Step Three, the grievant may submit a written request to the City Manager for the grievance to be heard by an arbitrator, as outlined in more detail in section E of this procedure. This written request must be submitted within 10 days after the Step Three decision has been rendered.

In the case where a grievance is an appeal of major disciplinary action, the written request must be submitted within 10 days after the employee has been notified of the final decision to impose disciplinary action.

E. ARBITRATION

1. Written Request for Arbitration

To request a Step Four appeal to an arbitrator, a grievant must timely submit a written request to the City Manager. The request shall be considered timely only if the City Manager receives it no later than 10 days after the Step Three decision has been rendered. Such request may take the form of a memorandum or letter to the City Manager from the employee or an authorized union representative, and must clearly state the provisions of the MOU and/or rules, regulations, past practices or procedures which have allegedly been violated.

2. Private Hearing

Grievance arbitration hearings shall be private.

3. Selection of Arbitrator

Unless the parties agree to another method of selecting an arbitrator, following method shall apply:

The State Mediation and Conciliation Service shall be asked to submit a list of seven persons qualified to act as arbitrators. Within five days following receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternately strike one name from the list until no name remains. The right to strike the first name is determined by lot.

4. Costs of Arbitration

To the extent permitted by applicable law, each party shall bear equally the cost of the fees and expenses of the arbitrator and court reporter, if any. Each party shall bear its own witness and attorney fees.

5. Demand for Exchange of Evidence

Upon written request by either of the opposing parties in a pending hearing given at least 20 calendar days prior to the scheduled hearing date, each party shall supply to the other party copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than five calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. Presentation of Evidence

At the arbitration hearing, both the grievant and the City shall have the right to be heard and to present evidence. The following rules shall apply:

- a. Oral evidence shall be taken only on oath or affirmation.
- b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify on his or her own behalf, the employee may be called and examined as if under cross-examination.

- c. The arbitration hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless the arbitrator finds that it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

7. Time for Arbitrator to Render Decision

The arbitrator shall render a decision, in writing, within 30 calendar days of the close of the hearing or of the arbitrator's receipt of closing briefs, whichever is later.

8. Findings of Fact and Remedies for Disciplinary Appeals

An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:

- a. For any type of disciplinary arbitration: If the arbitrator finds that a disciplinary action was taken for reasonable cause, he or she shall sustain the action.
- b. For appeals of suspensions and reductions in class or salary: If the disciplinary action is modified or rescinded by the arbitrator, the grievant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. For discharges:
  - i. If the arbitrator finds that the order of discharge should be modified to another form of discipline, the grievant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the grievant was removed from duty, as determined by the arbitrator.
  - ii. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the grievant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
- d. Restrictions on remedies:
  - i. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the grievant was reduced or removed from duty which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings or from any unreasonable delay in the issuance

of the arbitrator's award

- ii. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since the date of discharge which grievant would not likely have earned but for the discharge shall also be deducted.

9. Arbitration Final and Binding

The decision by the arbitrator shall be final and binding and not subject to any administrative or judicial appeal or review of any kind except pursuant to California Code of Civil Procedure Section 1286.2.

F. REPRESENTATION

1. An employee may request representation of his or her choice and at his or her expense at any stage of the grievance procedure.
2. The grievant and his or her designated representative, if any, shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
3. Only the grievant and one other person from the bargaining unit may be on paid status while engaging in tasks related to the representation. Representation shall not unduly interfere with the normal course of City business.

G. TIME LIMITS

1. Failure by a grievant to meet any deadline set in this procedure shall terminate the grievance. The grievant shall not have a right to refile on the same set of facts, unless good cause is shown for the delay or the City notifies the grievant in writing that it will waive the deadline.
2. Failure by the City to meet a deadline set forth in this procedure shall give the grievant the right to proceed to the next Step.
3. Time limits in this procedure may be extended by mutual written agreement between the parties.
4. The grievant and his or her representative, if any, will be given at least 10 days written notice of any meeting scheduled pursuant to any Formal Resolution Step. This provision may be waived by mutual written agreement between the parties.

H. WITHDRAWAL

Any grievance may be withdrawn by the grievant at any time. Withdrawal of a grievance will be with prejudice and shall remove the right of the grievant to refile on the same set of facts.

I. FREEDOM FROM REPRISAL

No grievant shall be subject to coercion, discrimination, reprisal, or disciplinary action for discussing a complaint or grievance with his or her immediate supervisor, or for the good faith filing of a grievance.

J. MINOR DISCIPLINARY ACTION APPEAL PROCESS

1. For purposes of this procedure, a “minor disciplinary action” means a suspension of 3 days or less, a written warning or written reprimand, or any other minor “punitive action” subject to administrative appeal within the meaning of the Public Safety Officers Procedural Bill of Rights Act. Only employees covered by the Act may initiate an appeal of minor disciplinary action.
2. Any permanent, full-time employee who is subjected to a minor disciplinary action may appeal such action to the head of the employee’s department or his or her designee within 10 days of the date written notification of the action was rendered. Such appeal shall be submitted in writing, stating the reason(s) that the employee believes the disciplinary action should be modified or rescinded.
3. Within 15 days of receiving such an appeal, the head of the department or his or her designee shall schedule a meeting with the employee and the employee’s representative, if any.
4. Within 15 days after the meeting, the head of the department or his or her designee shall issue a written determination. Such determination shall be final and binding, and shall not be subject to further appeal or grievance procedure of any kind whatsoever.

**SECTION 3: CONDUCT OF ASSOCIATION BUSINESS**

Designated officers of the Association shall be provided reasonable time while on duty, to conduct business related to the affairs of the Association. Recognizing the difficulty of defining what constitutes ‘a reasonable’ time, the parties agree that the definition of reasonable shall be provided on a case-by-case basis with the understanding by all parties that the needs and objectives of the organization are of prime importance.

**ARTICLE II -COMPENSATION**

**SECTION 1: SALARY**

All employees shall receive a base salary as set forth in the Pay and Classification Plan for the City of Colton.

- Effective July 1, 2012 there shall be a salary reduction of 2%
- Effective July 1, 2013 there shall be a salary reduction of 2%

The city will benchmark the Police Lieutenant 20% above the high step (Step E) Police Sergeant. Salary will be adjusted to reflect any salary increases or decreases provided to the Police Sergeant. Referenced salary reductions will not be enforced if at the time of the required salary reduction, based on a survey of the traditionally used survey cities (the traditional survey cities are herein incorporated by reference from the CPOA MOU) the median salary is more than 2% higher than Colton's Rank and File salary.

**SECTION 3:           RETIREMENT**

1. Each employee shall pay the full 9% employee/member portion of the required retirement contributions effective the first full pay period following Council adoption of this MOU.
2. Upon agreement with or imposition through impasse on other City bargaining units representing sworn members, the City will amend its contract with the Public Employees Retirement System (PERS) to implement a 3% at 55 retirement formula as part of a two-tier system.

All sworn employees hired after the effective date of this amended PERS contract will be subject to the 3% at 55 formula. Sworn employees hired prior to the effective date of this amended PERS contract will continue to enjoy the 3% at 50 formula.

To the extent permitted by PERS, any current sworn employee who leaves employment with the City and is reinstated within 18 months of leaving shall return at the 3% at 50 retirement plan.

3. If before July 1, 2012 the City approves or adopts a MOU with any bargaining unit of the City that does not include the requirement that each employee pay its full employee contribution to PERS (e.g. 8% or 7% for miscellaneous members; 9% for safety members), the City shall immediately, on a prospective basis, begin paying the employee's share.

All employee contributions shall be deposited in the members' retirement account. Other benefits provided include:

- A. 3% at age 50 formula – prior to 7/1/10
- B. 3% at age 55 formula – after 7/1/10
- C. One year final compensation
- D. Military buyback
- E. Post-Retirement Survivor Allowance
- F. 1959 4<sup>th</sup> Level Survivor Benefits

The City will provide CalPERS 4<sup>th</sup> Level 1959 Survivor benefits to all Unit employees.

**SECTION 4:           FLSA EXEMPT EMPLOYEES**

All classifications represented by the Association are exempt from the Fair Labor Standards Act.

**SECTION 5: POST CERTIFICATES**

Effective upon the approval of City Council, POST Certificate pay will be 10% of the employee's base salary.

The requirements for a management certificate are as follows:

- A. Possess or be eligible to possess the advanced certificate; and
- B. Have no less than 60 college semester units accumulated by an accredited college; and
- C. Satisfactorily meet the training requirements of the management course; and
- D. Have served satisfactorily for a period of two years as Middle Manager, Assistant Police Chief, or Department Director as defined respectively in POST Sections 1001(A), (D), and (I) of the Regulations. It is understood that if the POST requirements change for a management certificate, the new regulations as specified by POST will be required.

**SECTION 6: STANDBY**

Each represented employee will be required to work scheduled standby and call-out time as assigned by the Police Chief. The salary for the classification includes compensation for such standby and call-out.

**SECTION 7: SOCIAL SECURITY**

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

**SECTION 8: MEDICARE**

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick-up" any such contributions.

**SECTION 9: BILINGUAL PAY**

The City agrees to pay \$50 per month (\$25 to be paid on the first two pay periods of the month) to employees who successfully complete a bilingual examination and who have been recommended by the Police Chief and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Police Chief shall terminate the bilingual compensation by written notice to the Management Services Director or designee. The Management Services Director or designee may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Police Chief. In either case, the Police Chief shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

## **ARTICLE III - FRINGE BENEFITS**

### **SECTION 1:           HEALTH INSURANCE**

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$990 per month from which employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

Each employee is required to maintain a minimum coverage for him/herself in a plan of their choice. In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said dollar amounts shall be provided in the form of a bi-weekly cash disbursement.

### **SECTION 2:           RETIREES' HEALTH INSURANCE PARTICIPATION**

Employees first appointed to positions covered by the MOU after January 1, 1987 shall not be eligible for retirement health insurance pursuant to Resolution 4598 (See Resolution No. R-33-87, incorporated herein by reference), except as set forth below. Employees who retire after having served a minimum of 20 years with the City shall have their and their spouse's, HMO premiums paid for by the City up to Medicare age. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and his/her spouse's, premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their participation in such health insurance plan shall be paid by them. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide reimbursement to retirees who move out of an area where the city's health insurance carriers do not provide coverage. The city will reimburse the retiree monthly up to their previous HMO premium rate. Eligible retirees must show proof of insurance and of payment of monthly premiums.

### **SECTION 3:           LIFE INSURANCE**

The City shall provide each unit member with term life insurance coverage in the amount of \$50,000.

### **SECTION 4:           UNIFORM MAINTENANCE ALLOWANCE**

The City agrees to pay the uniform maintenance allowance at \$70.00 per month. Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

### **SECTION 5:           EDUCATIONAL INCENTIVE (COLLEGE DEGREE)**

The City offers the following educational incentive pay:

BA Degree	4%
MA/JD Degree	6%

JD must be from an institution registered with the California State Bar or accredited by the American Bar Association.

Employees shall receive the highest pay for which they are eligible, and may not combine or "stack" education pay.

## ARTICLE IV - LEAVES

### SECTION 1: VACATION

#### 1. ACCRUAL

All employees shall accrue vacation time in accordance with the following:

During Years of Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
1-5	6-2/3	80	160
6-10	10	120	240
11	10-2/3	128	256
12	11-1/3	136	272
13	12	144	288
14	12-2/3	152	304
15+	13-1/3	160	320

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual effected upon the employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon the written request of the affected employee and approval of the Personnel Officer. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the Personnel Officer.

#### 2. USE

It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one-hour nor for a period exceeding the number of accrued whole days, except upon the

recommendation of the Police Chief, the Personnel Officer may authorize an eligible employee to incur a negative vacation balance of up to 40 hours. Vacation shall not be taken during the first six months of service.

Vacations shall be taken at times determined by the Police Chief with due regard for the wishes of the employee and for the needs of the service. In the event one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly. No person shall be permitted to work for compensation for the City during his/her vacation except with prior approval of the Personnel Officer.

3. ACCUMULATED HOURS AT TERMINATION OF EMPLOYMENT

An employee who terminates at any time during their employment, including the probationary period, shall be paid for all credited or accrued vacation.

**SECTION 2: HOLIDAYS**

Each unit member working a 4/10 schedule shall receive the following 10-hour holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day (to be observed as the second Monday in November)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

If an employee is scheduled to work or be off on a regularly scheduled day off on one of the above fixed holidays, the Police Chief shall assign the employee another day off within the same work period contiguous to his/her regularly scheduled days off unless the employee and Police Chief mutually agree to another day off during that work period.

Effective every July, all employees covered by the MOU shall accrue ten hours of holiday leave each month during the pay period which includes their anniversary date. Any balance in excess of 240 hours on the books each July 1 from the prior fiscal year shall be paid off on July 1. Employees who wish to exercise their option to sell back holiday hours on July 1 must process a written request to the Finance Department no later than June 15 of the prior fiscal year.

**SECTION 3: SICK LEAVE**

1. ACCRUAL

Sick leave with pay shall be granted by the appointing authority at the rate of eight hours for each calendar month of service. Sick leave shall not be considered as a privilege, which an

employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours a year for full-time employees. There shall be no limit on the amount that can be accumulated.

## 2. SICK LEAVE REPORTS

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the City Manager prior to or within four hours after the time set for beginning his/her daily duties, or as may be specified by the City Manager. When absence is for more than three work days, the employee shall file a physician's certificate or a personal affidavit with the Management Services Director or designee, stating the cause of the absence.

## 3. FAMILY ATTENDANCE

Employees shall have the option of using sick leave for attendance to family members, in an amount not to exceed the amount of six (6) months sick leave accrual, or the employee may elect to take leave without pay for attendance to family members. Family members include employee's father, father-in-law, mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, step-child, grandparent, or grandchild.

## 4. ACCUMULATED HOURS AT TERMINATION

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular salaried employees for more than five years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. An employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily earnings (including certificate and education pay) at the time of termination, multiplied by a percentage as follows:

If employed more than five years, but less than ten	10%
If employed ten years, but less than fifteen	25%
If employed fifteen years, but less than twenty	50%
If employed twenty years or more	75%

Employees who are granted a service or disability retirement shall be provided a sum equal to the cash value of 75% of the employee's accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

The CPMA members, who by state law are entitled to up to one year of salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick leave to defer their retirement for disability. Such personnel are not entitled to use sick leave for job incurred injuries. With regard to such personnel, they shall be retired as soon as it is determined that they are permanently disabled from performing the duties of their position. Upon it being determined that such a person is permanently so disabled, if he/she immediately applies for and consents to his/her retirement then, and only then, shall he/she be entitled to payment for accumulated sick leave. Such payment shall be computed as described above.

A regular salaried employee who has worked for the City at least five years and has accumulated sick leave who terminates his/her employment for any reason shall be paid as full compensation for such sick leave as computed in the above paragraph.

#### 5. SICK LEAVE CASH OUT

Each employee shall be allowed to cash out sick leave subject to the following requirements:

1. The employee shall be compensated at their current salary at the time of request (including certification and education pay); and
2. This item shall be considered on a fiscal year basis.
3. 3. Up to 240 hours of sick leave may be cashed out per fiscal year.

#### **SECTION 4: BEREAVEMENT LEAVE**

Up to 40 hours per occurrence, two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, step child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

#### **SECTION 5: ADMINISTRATIVE LEAVE**

Each affected employee shall receive 100 hours annual administrative leave per fiscal year. An employee may not carry over unused leave from year to year. However, the Police Management employee may select to submit up to 40 hours per fiscal year for pay on unused Administrative Leave.

#### **SECTION 6: LEAVE USAGE**

An employee who is granted paid leave time off, other than sick leave, may choose which leave bank to take such leave from, namely vacation, holiday or administrative leave. Paid leave shall be scheduled off in accordance with procedures established by the Police Chief.

### **ARTICLE V - GENERAL PROVISIONS**

#### **SECTION 1: WORK SCHEDULE**

The Police Management Unit shall be placed on the 4/10 or 3/12 work schedule, whichever is appropriate, if the Police Rank and File Unit is placed on an alternate work schedule. The parties shall meet to work out any necessary details.

Should the city opt to change the Monday - Thursday work schedule, both the City and PMA shall meet and confer before implementation of any proposed change.

**SECTION 2: PERSONAL USE OF ASSIGNED VEHICLE**

Members of the CPMA are allowed 15,000 miles per fiscal year for personal use, which includes mileage to and from their residence to the Colton Police Department. Mileage for "call outs", on call assignment or official use i.e. training courses, will not be counted as part of the 15,000 calendar year miles.

City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, or in City-owned vehicles (R-10-93 and AB846). The employee is also required to wear a seat belt when driving and/or riding in City-owned vehicles.

**SECTION 3: NEPOTISM**

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, domestic partner, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle, and other relatives or employees living in the same household.

For purposes of this policy, 'immediate family' includes the applicant's or employee's spouse and any lineal descendants of the applicant or employee or of the applicant's or employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of the effective date of this MOU. Applicants will not be hired and employees will not be promoted into any position where the result would be that one person would:

- Be supervised by or be in the chain of command of a relative.
- Participate in making, or advising on, employment decisions concerning a relative.

For purposes of this policy, employment decisions shall be defined as those affecting hiring, promotion or discipline.

- Be employed in the same department as a relative if, for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest.
- Be in one of the following or have a member of the applicant's or the employee's immediate family in one of the following positions: City Manager, Police Chief or member of the City Council.

If permanent full-time employee is denied a promotion or transfer under this policy, the employee may appeal such action to the City Manager within three (3) business days of the date the employee receives written notification of said action. Such appeal shall be submitted in writing, stating the reason(s) that the employment decision should be rescinded. The parties shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and binding with no further administrative appeal rights.

**SECTION 4:           MAINTENANCE OF BENEFITS**

All benefits enjoyed by bargaining unit members on the effective date of this MOU shall remain in effect. If a court determines the City is required to change a benefit during the term of the MOU, the City shall meet and confer with the Association to discuss alternatives.

All "side letter" agreements between the City and the Police Management Association that have been entered into prior to the adoption of this MOU by the City Council shall automatically expire on the date this MOU is adopted. Any increases in compensation and/or benefits that were delayed, postponed, or provided by those side letter agreements are hereby waived.

**SECTION 5:           SAVINGS CLAUSE**

Should any provision of this MOU be held invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

**SECTION 6:           TERM OF MOU**

The term of this agreement is 42 months beginning July 1, 2010 and ending midnight December 31, 2013.

This agreement may be extended by mutual consent of both parties.

**SECTION 7:           COUNCIL ACTION**

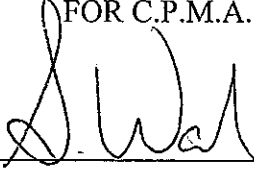
If this MOU is acceptable to the City Council, then the City Council shall adopt the MOU by appropriate action at the first scheduled meeting following the signing of this MOU.

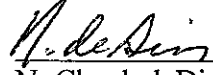
FOR CITY OF COLTON:

DATED: \_\_\_\_\_

\_\_\_\_\_  
David R. Zamora, Mayor

FOR C.P.M.A.:

  
\_\_\_\_\_  
Steve Ward, Captain

  
\_\_\_\_\_  
N. Chuck deDianous  
Lieutenant

  
\_\_\_\_\_  
Joe Gutierrez, Lieutenant

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF COLTON AND  
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION  
MID –MANAGER EMPLOYEES UNIT**

**TABLE OF CONTENTS**

<b>ARTICLE I: EMPLOYER-EMPLOYEE RELATIONS .....</b>	<b>4</b>
<b>SECTION 1: RECOGNITION .....</b>	<b>4</b>
<b>SECTION 2: SCOPE OF REPRESENTATION .....</b>	<b>5</b>
<b>SECTION 3: ASSOCIATION MEMBERSHIP .....</b>	<b>5</b>
<b>SECTION 4: ASSOCIATION AND CITY PROPOSALS .....</b>	<b>5</b>
<b>SECTION 5: GRIEVANCE PROCEDURE.....</b>	<b>5</b>
1. <u>STATEMENT OF PURPOSE</u> .....	4
2. <u>DEFINITIONS</u> .....	4
3. <u>PROCEDURE</u> .....	5
4. <u>APPEAL OF CITY MANAGER'S DECISION</u> .....	6
5. <u>REPRESENTATION</u> .....	6
6. <u>SELF REPRESENTATION</u> .....	7
7. <u>FREEDOM FROM REPRISAL</u> .....	7
8. <u>TIME LIMITS</u> .....	7
9. <u>DISCIPLINARY ACTION APPEAL PROCESS</u> .....	7
<b>SECTION 6: CONTRACT BAR .....</b>	<b>10</b>
<b>SECTION 7: MANAGEMENT RIGHTS.....</b>	<b>10</b>
<b>ARTICLE II: COMPENSATION .....</b>	<b>10</b>
<b>SECTION 1: SALARY .....</b>	<b>10</b>
<b>SECTION 2: RETIREMENT .....</b>	<b>10</b>
<b>SECTION 3: PERS 4<sup>TH</sup> LEVEL SURVIVOR BENEFIT .....</b>	<b>11</b>
<b>SECTION 4: OVERTIME.....</b>	<b>11</b>
<b>SECTION 5: ACTING PAY .....</b>	<b>12</b>
<b>SECTION 6: BILINGUAL PAY POLICY.....</b>	<b>13</b>
<b>SECTION 7: SPECIAL ASSIGNMENT COMPENSATION.....</b>	<b>13</b>
<b>SECTION 8: LONGEVITY PAY .....</b>	<b>13</b>
<b>SECTION 9: SOCIAL SECURITY .....</b>	<b>13</b>
<b>SECTION 10: MEDICARE.....</b>	<b>14</b>
<b>SECTION 11: PROMOTIONS .....</b>	<b>13</b>
<b>ARTICLE III: FRINGE BENEFITS .....</b>	<b>14</b>
<b>SECTION 1: HEALTH INSURANCE .....</b>	<b>14</b>
<b>SECTION 2: RETIREES' HEALTH INSURANCE PARTICIPATION .....</b>	<b>15</b>
<b>SECTION 3: TERM LIFE INSURANCE .....</b>	<b>15</b>
<b>SECTION 4: LONG TERM DISABILITY .....</b>	<b>16</b>
<b>SECTION 5: TUITION REIMBURSEMENT .....</b>	<b>16</b>
<b>SECTION 6: UNIFORMS .....</b>	<b>17</b>
<b>SECTION 7: WELLNESS PROGRAM .....</b>	<b>16</b>
<b>ARTICLE IV: LEAVES.....</b>	<b>17</b>
<b>SECTION 1: ADMINISTRATIVE LEAVE.....</b>	<b>18</b>
<b>SECTION 2: TIME BANK.....</b>	<b>18</b>
<b>SECTION 3: VACATION .....</b>	<b>18</b>
1. <i>ACCRUAL</i> .....	18

2. USE.....	19
3. ACCUMULATED HOURS AT TERMINATION.....	19
<b>SECTION 4: HOLIDAYS.....</b>	<b>19</b>
<b>SECTION 5: SICK LEAVE.....</b>	<b>20</b>
1. ACCRUAL.....	20
2. SICK LEAVE BUY BACK.....	20
3. SICK LEAVE REPORTS.....	21
4. FAMILY ATTENDANCE.....	21
5. ACCUMULATED HOURS AT TERMINATION.....	20
<b>SECTION 6: BEREAVEMENT LEAVE.....</b>	<b>21</b>
<b>SECTION 7: MEDICAL LEAVE OF ABSENCE.....</b>	<b>22</b>
<b>SECTION 8: INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS.....</b>	<b>22</b>
<b>ARTICLE V: WORKING CONDITIONS.....</b>	<b>22</b>
<b>SECTION 1: WORK HOURS.....</b>	<b>22</b>
<b>SECTION 2: WORK SCHEDULE.....</b>	<b>23</b>
<b>SECTION 3: NEPOTISM POLICY.....</b>	<b>23</b>
<b>SECTION 4: LAYOFF POLICY.....</b>	<b>23</b>
1. GENERAL PROVISIONS.....	24
2. NOTIFICATION.....	24
3. ORDER OF LAYOFF.....	23
4. EXCEPTION TO ORDER OF LAYOFF.....	25
5. EMPLOYEE'S RIGHTS WHILE ON LAYOFF.....	25
6. RETRAINING.....	26
<b>SECTION 5: REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY.....</b>	<b>26</b>
1. POLICY ON DRUG AND ALCOHOL-FREE WORKPLACE.....	26
2. CATEGORIES AND METHODS OF TESTING.....	28
3. EMPLOYEES SUBJECT TO TESTING.....	28
4. SUBSTANCES FOR WHICH TESTING WILL OCCUR.....	29
5. SUBSTANCE TESTING PROCEDURES.....	29
6. REHABILITATION PROGRAM.....	31
7. DISCIPLINARY ACTION.....	31
8. MANAGEMENT/SUPERVISORY RESPONSIBILITIES.....	31
9. SUBSTANCE ABUSE PROFESSIONAL.....	31
10. MEDICAL REVIEW OFFICER.....	32
11. EMPLOYEE STATUS.....	32
12. RETEST.....	32
13. CONFIDENTIALITY.....	32
14. TRAINING.....	33
15. RIGHT OF ASSOCIATION PARTICIPATION.....	33
16. SEVERABILITY.....	34
17. REVISIONS TO THE POLICY.....	34
<b>SECTION 6: RECLASSIFICATION.....</b>	<b>34</b>
<b>SECTION 7: CLASSIFICATION STUDIES.....</b>	<b>33</b>
<b>SECTION 8: CITY VEHICLE USE.....</b>	<b>35</b>
<b>ARTICLE VI: GENERAL PROVISIONS.....</b>	<b>35</b>
<b>SECTION 1: SAVINGS CLAUSE.....</b>	<b>35</b>
<b>SECTION 2: TERM OF AGREEMENT.....</b>	<b>35</b>
<b>SECTION 3: CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING.....</b>	<b>35</b>
<b>SECTION 4: COUNCIL ADOPTION.....</b>	<b>35</b>

## ARTICLE I: EMPLOYER-EMPLOYEE RELATIONS

### SECTION 1: RECOGNITION

The City hereby recognizes the San Bernardino Public Employees Association (SBPEA) as the representatives of employees in the Mid-Management Unit, which encompasses all full-time positions in the City of Colton in the following classifications:

#### RECOGNIZED POSITION LIST

<b>Position-Title</b>	<b>Status</b>
Accounting Manager	Exempt
Administrative Analyst I & II	Exempt
Assistant Director of Utility Services – Electric	Exempt
Assistant Finance Director	Exempt
Assistant Public Works Director	Exempt
Associate Engineer	Exempt
Associate Planner	Exempt
Business License Officer	Exempt
Chief Deputy City Clerk	Exempt
Community Childcare Manager	Exempt
Community Childcare Assistant Site Supervisor	Non-exempt
Community Childcare Site Supervisor	Non-exempt
Economic Development Project Manager I & II	Exempt
Electric Utility System Designer	Exempt
Electrical Systems Engineer/GIS Project Manager	Exempt
Energy Services Specialist	Exempt
Engineering Assistant	Exempt
Engineering Manager	Exempt
Equipment Maintenance Manager	Exempt
Executive Assistant	Exempt
Executive Assistant to Police Chief	Exempt
Family Services Supervisor	Non-exempt
Information Technology Coordinator	Exempt
Information Technology Manager	Exempt
Library Administrative Coordinator	Exempt
Literacy Coordinator/Branch Supervisor	Exempt
Maintenance Supervisor	Non-exempt
Planning Manager	Exempt
Principal Librarian	Exempt
Production Supervisor	Non-exempt
Purchasing & Customer Service Manager	Exempt
Recreation Services Manager	Exempt
Redevelopment Manager	Exempt
Senior Accountant	Exempt
Senior Economic Development Project Manager	Exempt
Senior Energy Services Specialist	Exempt

Senior Planner	Exempt
Senior Utilities Financial Analyst	Exempt
Sub-Station Superintendent	Non-exempt
Trans/Dist. Superintendent	Non-exempt
Utilities Business Systems Analyst	Exempt
Utilities Financial Analyst	Exempt
Utilities Plans Examiner	Exempt
Warehouse Supervisor	Non-exempt
Wastewater Utility Manager	Exempt
Wastewater Utility Supervisor	Non-exempt
Water Utilities Manager	Exempt
Water Utility Supervisor	Non-exempt

**SECTION 2: SCOPE OF REPRESENTATION**

Scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

**SECTION 3: ASSOCIATION MEMBERSHIP**

All employee members of SBPEA shall remain as members in good standing of said Association for the duration of this Memorandum of Understanding (MOU), except as set forth below. During the period of January 1 through January 15 of each year, any Association member, who has been a member at least one year, may voluntarily withdraw from Association Membership.

**SECTION 4: ASSOCIATION AND CITY PROPOSALS**

Due date for Association and City proposals will be 90 days prior to the expiration of the MOU.

**SECTION 5: GRIEVANCE PROCEDURE**

1. Statement Of Purpose

The purpose and objectives of the grievance procedure are to:

- A. Assure fair and equitable treatment of all employees and promote harmonious relations among employees and their supervisors.
- B. Afford employees a written and simple means of obtaining consideration of their grievance by informal means at supervisory level and review of the supervisor's decisions.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

2. Definitions

- A. Day - A work day unless otherwise stated. A work day is a day on which City Hall is open for business for its full normal working hours.

- B. Binding Arbitration - To place the findings of the Arbitrator under legal obligation by contract or oath.
- C. Grievant - An employee in the Mid Management Unit. An Association may file a grievance on behalf of itself or its members.
- D. Grievance - An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, City of Colton's written or unwritten personnel rules and regulations.
- E. Arbitration – Method of resolving disputes between an employer and employee organization by submitting the dispute to a neutral third-party..
- F. Arbitrator - a person chosen to arbitrate a dispute between parties as opposed to a court of law..
- G. Representative - A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.
- H. Immediate Supervisor - The person having evaluation responsibility for the Grievant.
- I. Class Grievance -
  - 1) Each employee must submit his or her grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the parties.
  - 2) Resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in circumstances or occurrences which brought about the grievance.
  - 3) Any grievants unsatisfied with the decision at any procedural step shall retain their individual rights to appeal to the next step in the grievance procedure.
- J. Answer - An answer is the response to the grievance at any of Step A through F in Part 3. All answers must be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the time deadline for processing.

### 3. Procedure

- A. Informal Resolution - Within ten 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. This step will be deemed waived if the immediate supervisor or the immediate supervisor's action is the subject of the grievance.

Every effort shall be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quietly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort shall be made to find an acceptable solution at the lowest level of supervision.

The supervisor will answer the grievance, in writing, within ten days of presentation by the employee.

- B. If the problem cannot be resolved between the employee and the immediate supervisor, the employee may within ten days from the date of receiving the written answer from his or her supervisor, request an interview with the division head, if one exists, in order to discuss the grievance. The meeting with the division head will be held within ten days of the employee submitting the request for the meeting.

The division will answer within ten days of meeting with the grievant(s).

- C. If the division head and the employee cannot reach a solution to the grievance, the employee may, within ten days from the date of receiving the answer from the division head, request in writing and be granted an interview with the Department Director. The interview will be scheduled within ten days of the employee submitting the request.

The Department Director shall render an answer within ten days of meeting with the grievant.

- D. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within ten days from the date of the decision by the Department Director, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant within ten days of receiving the appeal. The City Manager shall meet with the grievant and review the grievance and shall answer within ten days of discussing the grievance.

#### 4. Appeal Of City Manager's Decision

- A. If the grievant is not satisfied with the decision of the City Manager, the employee or the Association may, within ten days from the date of receiving the decision of the City Manager, submit a written request to the City Manager for the grievance to be heard by a Arbitrator.
- B. Selection of Arbitrator - If the parties are unable to mutually select a Arbitrator, the State Arbitration and Conciliation Service shall be requested to a Arbitrator.
- C. Private Hearing - Arbitration hearing shall be private.
- D. Cost and Expenses - Each party shall bear equally the cost of the fees and expenses of the Arbitrator, if any. Each party shall bear its own witness and attorney fees.

The Arbitrator shall render a decision in writing, within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the Arbitrator is final and binding and is not subject to any administrative or judicial review except pursuant to the Civil Code Procedure.

#### 5. Representation

- A. An employee may request representation of his or her choice at any stage of the grievance procedure.

- B. The grievant and designated representative shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
- C. The only limit on the grievant's representation is that there may be only one other person from the bargaining unit on paid status. Representation shall not inordinately interfere with the normal course of City business.

6. Self Representation

- A. In the event a grievant elects to exercise the right to self representation, and objects to the attendance of an Association Representative and/or Business Representative, such individuals shall be excluded; provided, however, representatives of the Association will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Association's interest in effective representation of its members.
- B. Accordingly, the City of Colton shall provide the Association access to:
  - 1) Information concerning the nature of the grievance.
  - 2) Any procedures utilized during the course of the grievance proceeding.
  - 3) The results of the grievance proceeding, including any discipline imposed.
- C. However, in order to recognize the personal privacy interests of employees, the City shall delete from the grievance record:
  - 1) The name of the employee filing the grievance.
  - 2) The employee's social security number, address, and telephone number.
  - 3) Any other personal information protected under right of privacy.

7. Freedom From Reprisal

No grievant shall be subject to coercion, discrimination, reprisal, or disciplinary action for discussing a complaint or grievance with his or her immediate supervisor, or for the good faith filing of a grievance.

8. Time Limits

- A. Failure by a grievant to meet a deadline set in this procedure shall terminate the grievance, and the grievant shall not have a right to refile on the same set of facts, unless good cause is shown for the delay, or if the City waives the deadline.
- B. Failure by the City to meet a deadline shall give the grievant the right to proceed to the next step.
- C. Time limits in this procedure may be extended by mutual written agreement between the parties.

9. Disciplinary Action Appeal Process

The disciplinary action appeal process is to allow employees who are dissatisfied with management action to have the following forms of recourse:

A. WRITTEN REPRIMANDS: An employee who receives a written reprimand may appeal such action to the City Manager. The written reprimand will include a notice of appeal rights. Such appeal shall be made in the form of a memorandum or letter to the City Manager from the authorized Association representative within three business days of receiving the reprimand. The City Manager shall have five business days to meet with the appellant and five business days to issue a written determination following such meeting.

The determination of the City Manager shall be final and binding, and shall not be subject to further appeal.

B. DISCIPLINE APPEAL PROCEDURE (DISCIPLINARY SUSPENSIONS, DEMOTIONS AND DISMISSALS): The City shall comply with Administrative Policy No. 4.05.250, thus insuring that employees are afforded "due process". A permanent employee who is suspended, demoted or dismissed shall have the right to appeal to a Arbitrator. Such appeal to be made in the form of a memorandum or letter to the City Manager from an authorized Association representative within ten business days of receiving the "Order of Disciplinary Action".

The disciplinary appeals process is as follows:

- 1) Selection of Arbitrator - If the parties are unable to mutually select a Arbitrator, the State Arbitration and Conciliation Service shall submit a list of persons qualified to act as Arbitrators. Within five days following receipt of the list of Arbitrators, the parties shall select a Arbitrator. Unless the parties agree to another method of selecting the Arbitrator, the parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.
- 2) Private Hearing - Discipline appeal Arbitration hearing shall be private unless appellant wishes the hearing to be open.
- 3) Costs and Expenses - Each party shall bear equally the cost of the fees and expenses of the Arbitrator and court reporter, if any. Each party shall bear its own witness and attorney fees.

The Arbitrators shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the Arbitrator is final and binding and is not subject to any administrative or judicial review except pursuant to the Code of Civil Procedure.

## **SECTION 6: CONTRACT BAR**

It is understood that this MOU shall constitute a bar to any petition or request for recognition in any unit which includes classifications of employees covered by this MOU where such petition or request seeks to represent such employees at any time prior to the expiration of this MOU.

## **SECTION 7: MANAGEMENT RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited, to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its

policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit, maintain the efficiency of City operations, build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects City facilities or equipment or otherwise involves an Act of God or specific governmental order requiring the City to take certain action or refrain from taking certain action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, discipline and terminate employees.

It is expressly agreed by both parties that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights is subject to the meet and confer process.

It shall be the policy of the City that no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against in matters of employment, appointments, promotions, or other actions requiring the application of the merit principle. The City's actions in exercising the rights described herein shall be based on merit and fitness, free of favoritism and personal and political considerations.

## **ARTICLE II: COMPENSATION**

### **SECTION 1: SALARY**

All employees in the above-represented classifications shall receive a base salary as set forth in the Pay and Classification Plan for the City of Colton.

No salary increases are scheduled during the term of this agreement.

### **SECTION 2: RETIREMENT**

The City shall provide retirement benefits through the Public Employee Retirement System (PERS) as follows:

- A. Each employee shall pay the full "8%" employee/member portion of the required PERS retirement contributions.
- B. Upon agreement with or imposition through impasse on other City bargaining units representing miscellaneous members, the City will amend its contract with PERS to implement a 2.5% at 55 retirement formula as part of a two-tier system.

All bargaining unit employees hired after the effective date of this amended PERS contract will have the retirement formula of 2.5% at 55. Bargaining unit employees hired prior to the effective date of this amended PERS contract will continue with the 2.7% at 55 formula.

To the extent permitted by PERS, any bargaining unit employee under the 2.7% at 55 formula that is laid off and subsequently rehired or reinstated within one year of that layoff shall also be reinstated to the 2.7% at 55 formula. Any such bargaining unit member that is rehired or reinstated after one year of a layoff shall return under the 2.5% at 55 formula.

- C. If before July 1, 2012, the City approves or adopts a MOU with any bargaining unit of the City that does not include the requirement that each employee pay his or her full employee/member PERS retirement contribution (e.g., 8% for miscellaneous members; 9% for safety members), the City shall immediately, on a prospective basis, begin paying "4%" of the employee/member contribution.

### **SECTION 3: PERS 4<sup>th</sup> LEVEL SURVIVOR BENEFIT**

The City will provide CalPERS 4<sup>th</sup> Level Survivor benefits to all Mid-Manager Unit employees.

### **SECTION 4: OVERTIME**

The following classifications are designated as non-exempt: Community Childcare Site Supervisor and Assistant Site Supervisor, Family Services Supervisor, Maintenance Supervisor, Production Supervisor, Recreation Services Supervisor, Sub-Station Superintendent, Trans/Dist. Superintendent, Warehouse Supervisor, Wastewater Utility Supervisor, and Water Utility Supervisor.

All employees required to perform in excess of 40 hours in a seven-day cycle shall receive compensation at the rate of one and one-half (1½) time his/her regular rate of pay. The following titles shall receive compensation at the rate of double time: Sub-Station Superintendent and Trans/Dist. Superintendent.

The City agrees to provide a minimum of two (2) hours work time for each employee if they physically report for scheduled overtime and that overtime is thereafter canceled for any reason.

In determining an employee's eligibility for overtime regular rate, paid leaves of absences shall be included in the total hours worked.

There shall be no pyramiding of overtime or other premiums. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Overtime shall be recorded and paid in minimum increments of 15 minutes.

Planned overtime shall be divided as equitably as possible among available and qualified personnel and within each classification. Management reserves the right to make the final determination in all overtime scheduling.

Employees who are provided with a City vehicle to travel to and from their regular work site shall not be compensated in any manner whatsoever for such travel time in the City vehicle. No

employee will be allowed to take a City vehicle home if the distance is greater than 15 miles one way.

This provision also applies in those situations where the radio must be left on and monitored.

#### **SECTION 5: ACTING PAY**

Any employee assigned to work in a higher classification for a period of 39 consecutive work hours or more, shall receive compensation from the first hour at equal step of the pay range of the acting position or 5%, whichever is higher. Regularly, scheduled holidays shall be counted as "work hours" for the purpose of qualifying for acting pay only. All other leaves hours shall not count as "work hours" for the purpose of qualifying for acting pay. Administrative Policy 4.05.170 shall be followed with only the proscribed pay increase and no increase in benefits provided to an employee in acting pay status.

The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment.

Acting appointments shall be made based on the needs of the City. Appointees shall meet the minimum qualifications for the position whenever possible. If they do not, it will be clearly noted on their Personnel Action Request (PAR) that their acting appointment does not automatically qualify them for any future recruitment to fill such position on a regular basis. Eligible employees' experience and job knowledge shall be given major consideration before an appointment is made.

The Department Director shall post a notice on bulletin boards (which employees have access to) of the intent to make such an appointment at least one week prior to making an acting appointment. Employees shall advise the Department Director in writing if they are interested in being considered for such an appointment. The Department Director shall be under no obligation to interview all such employees prior to making an acting appointment; however, if interviews are held, all interested employees who meet the minimum qualifications shall be interviewed. This provision shall not apply in cases of emergency.

#### **SECTION 6: BILINGUAL PAY POLICY**

The City agrees to pay \$25 per pay period to employees who successfully complete a bilingual examination and who have been recommended by the Department Director and approved by the Management Services Director. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

#### **SECTION 7: SPECIAL ASSIGNMENT COMPENSATION**

Employees who have been given the temporary assignment involving the performance of more difficult duties and requiring a greater level of skills(s) or duties outside of their classification, may be granted additional compensation.

The duration of such assignments is not intended to exceed one (1) year. This provision shall not be used to circumvent the merit system of promotion or the provisions for reclassification. The

specific, temporary assignment duties must be identified in writing prior to the start of the assignment.

Special Assignment Compensation shall be awarded in pay period increments and in the form of a specified percentage of the employee's base pay. The Human Resources Manager will determine the amount in increments of one percent (1%) from a minimum of two percent (2%) up to a maximum of five percent (5%).

The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range.

Requests for Special Assignment Compensation may be initiated by the City or by an employee via their supervisor.

The City bears the responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this article. The employee's supervisor shall obtain review and approval of the request in advance of the date the employee begins the assignment.

A special assignment will only begin with the Human Resources Manager's signed approval, written description of the assignment, agreement of the amount of additional compensation, anticipated duration of assignment and signed acceptance by the employee.

#### **SECTION 8: LONGEVITY PAY**

The City eliminated longevity pay as of July 1, 2003.

#### **SECTION 9: SOCIAL SECURITY**

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

Nothing herein shall prevent the Association from requesting the City to meet and confer on the possible "pick up" of the employees' contribution. Upon such request by the Association, the City agrees to meet and confer with the Association.

#### **SECTION 10: MEDICARE**

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such contributions.

## **SECTION 11: PROMOTIONS**

Bargaining unit employees promoted pursuant to a promotional examination, as defined by Rule VI, Section 2 of the City's Personnel System Rules and Regulations (Resolution No. R-15-00), to a higher class within the General or Mid-Management bargaining units shall be placed at a step in the new position's pay range that is at least ten percent (10%) higher than their salary or wage in the prior position.

This provision guaranteeing a minimum 10% increase shall only apply to promotions that have been finalized after March 1, 2011, and on or before December 31, 2013. In other words, there shall be no guaranteed minimum 10% increase for promotions finalized after December 31, 2013. Employee promotions finalized after December 31, 2013, will entitle the employee to receive a minimum of five percent (5%) base salary increase or the beginning of the position classification range, whichever is greater.

## **ARTICLE III: FRINGE BENEFITS**

All employee benefits (i.e. floating holiday, bereavement leave, and tuition reimbursement) will be changed to fiscal year renewal from calendar year, with no adverse impact to employee.

### **SECTION 1: HEALTH INSURANCE**

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$990 per month from which employees can choose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

The City will adhere to the cafeteria plan requirements for all bargaining groups. Should the monthly allowance change, the City and Association agree to meet and confer to discuss the impact of any changes.

In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said cafeteria dollar amounts shall be provided in the form of bi-monthly cash disbursements (payable 24 times per year). Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

### **SECTION 2: RETIREES' HEALTH INSURANCE PARTICIPATION**

Mid-manager employees who retire with either a service or disability retirement from City employment may, at the retiree's discretion, choose to enroll in any available City-provided health insurance plan. Employees who retire shall be eligible for City-paid medical insurance coverage until eligible for Medicare based on the formula set forth below. Upon becoming eligible for Medicare (in your own right or through a current, former, or deceased spouse), the employee may maintain medical insurance with the City by paying one hundred percent (100%) of his/her premium and any related spouse or dependent\* premium. If the retiree is ineligible for Medicare benefits (proof of Medicare ineligibility will be required from the Social Security Administration), the City will continue to pay the premiums under the formula set forth below,

provided the employee remains eligible for coverage under the City-provided health insurance plan. The retiree is responsible for any portion of the health care premium (including any applicable spouse or dependent coverage) not covered by this formula. Participation in any health insurance plan, whether at the City's or the employee's expense is subject to any rules and conditions imposed by the carrier as well as contingent upon as well as contingent upon the carrier's approving the enrollment of the retiree and any applicable spouse or dependent. Further, the retiree, spouse or dependent shall be financially responsible for complying with any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the following:

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
5	40%	18	66%
6	42%	19	68%
7	44%	20	70%
8	46%	21	72%
9	48%	22	74%
10	50%	23	76%
11	52%	24	78%
12	54%	25	80%
13	56%	26	82%
14	58%	27	84%
15	60%	28	86%
16	62%	29	88%
17	64%	30	90%

The retiree may use the allotted dollar amount to purchase medical insurance for himself or herself and their legal dependents. The percentage is based on the monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate in future years based on the Cafeteria Plan allowance determined by City Council. However, the dollar amount will never go below the amount the employee will receive when he/she retires.

In the event the retiree and/or dependent premiums exceed the allowance amount per the above schedule/formula, the retiree shall be billed for and must pay the excess/difference on a monthly basis. If the retiree fails to remit payment within 60 days after the billing date, enrollment in the city's plan shall be permanently cancelled for the retiree and any related dependents.

In the event the retiree moves out of state to an area where the city's health insurance carriers do not provide coverage, the retiree must show proof of health insurance coverage and payment of monthly premiums before reimbursement, subject to the aforementioned formula limits.

If the premium cost is less than the amount allocated by the formula, the retiree does not receive the difference. Additionally, there is no opt-out money paid to the retiree.

In the event that the city reduces the cafeteria plan allowance, retirees will not receive an amount of premium dollars that is less than their allowance at the time of the reduction.

The retiree will provide the city with all documentation required for any qualifying event, in a timely manner, but never beyond thirty (30) days of said event.

\*Dependents are defined as spouse, domestic partner, and/or any qualified legal dependent.

**SECTION 3: TERM LIFE INSURANCE**

The City shall provide a total of \$50,000 term life insurance for each represented full-time employee.

**SECTION 4: LONG TERM DISABILITY**

The City shall provide to each represented full-time employee a long-term disability program. The terms of the plan shall be more fully set forth in the plan documents; however, effective the first of the month following City Council adoption of this MOU, it shall provide for up to five years of coverage at 66-2/3% of the first \$6,000 of the employee's base salary, reduced by any deductible benefits. The elimination period is defined as the first 30 calendar days of each period of total disability. The employee may choose to supplement the disability allowance with accumulated paid leave up to a maximum of 100% of base salary including the disability allowance. However, should the employee elect to use sick leave, the equivalent dollar value shall be deducted from the disability allowance.

**SECTION 5: TUITION REIMBURSEMENT**

ALL NON-PROBATIONARY EMPLOYEES:

The City agrees to reimburse employees up to \$2,500 per employee, per fiscal year, so long as funds are available, for 100% of costs for tuition and books incurred for job-related education. Such expenditure must enhance the furtherance of City or continuing educational goals. Requests for such reimbursement must be submitted after successful completion of the course(s) and must be approved first by the Human Resources Manager, then by the Department Director and Management Services Director. Employee initiated educational or area development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours.

For additional requirements see City Administrative Policy 4.05.310.

**SECTION 6: UNIFORMS**

When the City furnishes uniforms to employees, such uniforms shall be worn at all times during working hours. Supervisors are not required to wear a uniform when engaged in duties away from their regular work crew or when acting on behalf of their Superintendent.

The uniforms shall be replaced during the year for damage occurring in the line of duty, with approval of the Department Director. Uniforms will not be worn while off duty.

For procedure see Administrative Policy 4.05.260.

Safety work boots/shoes will be provided by the City to those employees for whom safety work boots/shoes are required, to be determined by the Department Director or Human Resources Manager.

## **SECTION 7: WELLNESS PROGRAM**

Workplace wellness programs are recognized for their value in improving health and well-being of their employees. Investing in a citywide wellness program is recognized by management as a way to improve overall employee morale as well as reduce employee turnover and overall health care costs.

The goal of the City's wellness program is to bring awareness of the possible unhealthy habits and lifestyles of City employees, and most importantly to promote healthier behaviors.

By executing a workplace wellness program in the City of Colton, the city's intent is to create a more energetic, positive and productive workplace that provides meaningful gains for the overall health of the city.

The Wellness program is voluntary and each employee will coordinate a wellness screening, which will include a physical. In addition to the annual physical, the wellness program may include any of the programs mentioned below; coordination with the employees own physician or health plan is required. The information received by Human Resources will adhere to the Health Insurance Portability and Accountability Act language (i.e., the HR office will receive only the patient's name and a doctor's note stating that the employee did complete the physical).

In addition to the annual physical, wellness programs can include:

- Smoking cessation
- Weight Management
- Stress Management
- Health Screenings
- Nutritional Education

## **ARTICLE IV: LEAVES**

### **SECTION 1: ADMINISTRATIVE LEAVE**

All classifications represented within this unit with "Exempt" designation, are exempt from overtime and shall receive 80 hours (with the availability of 40 hours pay in lieu of time off buy back once per fiscal year) of administrative leave per fiscal year pursuant to Administrative Policy No. 4.05.140 in lieu of any overtime compensation. For those non-exempt employees in the unit, 40 hours of vacation or compensation time shall be available for buy back.

**SECTION 2: TIME BANK**

Each unit member shall be credited with a 20 hour time bank to be used as paid time off on the first pay period of the fiscal year. These hours must be used within the fiscal year credited and cannot be cashed out upon termination of employment. If an employee has not used all hours by the end of the fiscal year, then the employee will only be credited in the next fiscal year with the number of hours that will bring the total number of hours in the time bank to 20. In other words, the total number of hours in the time bank shall never exceed 20 hours. In addition, the City retains the right at its discretion to require employees to take time off and use these “time bank” hours.

**SECTION 3: VACATION**

**1. ACCRUAL**

All full-time employees shall accrue vacation time in accordance with the following:

During Years of Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
1-5	6-2/3	80	160
6-10	10	120	240
11	10-2/3	128	256
12	11-1/3	136	272
13	12	144	288
14	12-2/3	152	304
15+	13-1/3	160	320

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual effective upon employee’s monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon written request of the affected employee and approval of the Personnel Officer. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the Human Resources Manager.

Vacation leave accrual ceases when maximum accrual is reached.

**2. USE**

It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one-hour nor for a period exceeding the number of accrued whole days, except upon the

recommendation of the Department Director. The Personnel Officer may authorize an eligible employee to incur a negative vacation balance of up to 40 hours. Vacation shall not be taken during the first six months of service.

Vacations shall be taken at times determined by the Department Director with due regard for the wishes of the employee and for the needs of the service.

In the event one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

No person shall be permitted to work for compensation for the City during his/her vacation except with prior approval of the Personnel Officer.

### 3. ACCUMULATED HOURS AT TERMINATION

No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof.

An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.

## **SECTION 4: HOLIDAYS**

Each full-time unit member working regularly scheduled 8-hour days shall receive the following 8 hour holidays unless otherwise noted:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday (to be observed as the Friday preceding Presidents' Day)
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day (to be observed as the second Monday in November)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (10 hours)
- Christmas Day
- New Year's Eve (10 hours)
- 16 Floating Holiday hours accrued each July 1<sup>st</sup>.

Each full-time unit member working a 4/10 schedule shall receive the following 10-hour holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day (to be observed as the second Monday in November)  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve  
20 Floating Holiday hours accrued each July 1<sup>st</sup>.

For 4/10 employees, if Christmas Eve, New Year's Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank to be used by June 30.

When one of the fixed holidays employees on a 4/10 work week have falls on Friday, the preceding Thursday shall be treated as a paid holiday. When a holiday falls on a Saturday, 10 hours shall be added to the employee's floating holiday bank. When a holiday falls on Sunday, the following Monday shall be treated as a paid holiday.

Employees working regularly scheduled 8-hour days will receive 8 hours pay when taking Christmas Eve or New Year's Eve off and 2 hours will be added to their floating holiday bank to be used the same as stated above. If Christmas Eve or New Year's Eve fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank to be used the same as stated above.

## **SECTION 5: SICK LEAVE**

### **1. ACCRUAL**

Sick leave with pay shall be granted by the appointing authority at the rate of eight hours for each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours a year for full-time employees. There shall be no limit on the amount which can be accumulated.

### **2. SICK LEAVE BUY BACK**

The City agrees to buy back 40 hours per year of sick leave at 110% of the regular rate of pay per fiscal year. Employees must have used less than 51% of accrued sick leave during the prior fiscal year. Employees must have a minimum balance of 40 hours of sick leave to be eligible for this benefit.

### **3. SICK LEAVE REPORTS**

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the Department Director prior to or within four hours after the time set for beginning his/her daily duties, or as otherwise specified by the Department Director. When absence is for more than three work days, the employee shall file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of the absence.

4. FAMILY ATTENDANCE

Employees shall have the option of using sick leave for attendance to family members, or the employee may elect to take leave without pay for attendance to family members. Family members include employee’s father, step father, father-in-law, mother, step mother, mother-in-law, brother, sister, wife, husband, child, step child, grandparent, grandchild or domestic partner.

5. ACCUMULATED HOURS AT TERMINATION

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular full-time salaried employees for more than five years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. A full-time employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily earnings at the time of termination, multiplied by a percentage as follows:

If employed more than five years, but less than ten	10%
If employed ten years, but less than fifteen	25%
If employed fifteen years, but less than twenty	50%
If employed twenty years or more	75%

Full-time members who are granted a service retirement (rather than disability retirement) shall be provided a sum equal to the cash value of 75% of the employee’s accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee’s hourly rate in existence at the time the monies are disbursed.

**SECTION 6: BEREAVEMENT LEAVE**

Up to 40 hours per occurrence, two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee’s father, step father, father-in-law, mother, step mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, step child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

**SECTION 7: MEDICAL LEAVE OF ABSENCE**

A medical leave of absence is defined as an approved medical leave for regular full-time employees who have exhausted accrued sick leave and requested leave of absence without pay. Employees on leave of absence without pay for more than 3 consecutive months due to an industrial injury are eligible for the benefits described below. Employees on an approved medical leave of absence shall continue to receive City paid health, dental, vision, life and long-

term disability insurance provided they remain in paid status for a minimum of 80 hours in each calendar month. Any combination of accumulated vacation, holiday, administrative leave, or compensatory time may be utilized in order to achieve the 80 hour requirement. Accrual of leave while on medical leave of absence shall be pro-rated based on the number of compensable hours paid during each pay period. Workers' compensation and disability payments may not be applied towards this 80 hour minimum.

No health credit will be paid to an employee while on medical leave of absence.

If an employee on medical leave of absence is not in paid status for at least 80 hours in any month, City contribution towards the above-mentioned benefit programs will be suspended beginning the following month for the duration of the leave of absence. In this case, the employee may continue coverage under the City sponsored programs by making the full premium payments to the Human Resources Division by the last working day of the month preceding the month for which coverage is desired. In no event will insurance premiums be pro-rated.

#### **SECTION 8: INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS**

The City will pay the insurance premiums for full-time employees on leave of absence due to industrial injury. Payment of insurance premiums will include health, dental, life and optical.

### **ARTICLE V: WORKING CONDITIONS**

#### **SECTION 1: WORK HOURS**

All unit members shall work a modified schedule effective July 1, 2011. The start time of each respective employee shall be one half hour later than currently required. End time shall remain unchanged. For purposes of overtime, the work week shall remain 40 hours (e.g., the first 2 hours of overtime in any work week shall be paid at straight time). For employees in exempt classifications, the work week shall be redefined as 38 hours and the stated salary amounts for each classification shall be prorated accordingly. However, the hourly pay rates for these exempt employees that are used for calculating the "cash out" value of various benefits and that are reported to PERS will not be affected.

#### **SECTION 2: WORK SCHEDULE**

Should the city opt to change the Monday—Thursday work schedule, both the City and SBPEA (Mid-Manager Unit) shall meet and confer before implementation of any proposed change.

#### **SECTION 3: NEPOTISM POLICY**

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, domestic partner, child, step-child, foster child, adopted children, son-

in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle and other relatives or employees living in the same household.

For purposes of this policy, "immediate family" includes the applicant's or employee's spouse and any lineal descendants of the applicant or employee or of the applicant's or employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of the effective date of this MOU.

Applicants will not be hired and employees will not be promoted into any position where the result would be that one person would:

1. Be supervised by or be in the chain of command of a relative.
2. Participate in making, or advising on, employment decisions concerning a relative. For purposes of this policy, employment decisions shall be defined as those affecting hiring, promotion or discipline.
3. Be employed in the same department as a relative if, for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest.
4. Be in one of the following, or have a member of the applicant's or the employee's immediate family in one of the following positions: City Manager, Department Director or member of the City Council.

If a permanent full-time employee is denied a promotion or transfer under this policy, the employee may appeal such action to the City Manager within three business days of the date the employee receives written notification of said action. Such appeal shall be submitted in writing, stating the reason(s) that the employment decision should be rescinded. The parties shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and binding with no further administrative appeal rights.

#### **SECTION 4: LAYOFF POLICY**

The Association agrees to meet and confer with the City if layoffs are anticipated at any time during the terms of the agreement.

##### **1. GENERAL PROVISIONS**

- A. Definition - A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to full-time positions. A layoff occurs only when a position is deleted from the authorized budget or when funds are withdrawn from a previously funded position.
- B. Short-term Furlough - Furloughs for periods not to exceed 40 consecutive work hours may be made in any order for reasons approved by the City Manager. Such furloughs shall not exceed 80 hours per employee per fiscal year and every consideration will be

given to seniority where appropriate. Employees who are furloughed shall be granted a leave without pay with the right to return to classification.

## 2. NOTIFICATION

Whenever a Department Director believes that a layoff will be necessary, he/she will submit a layoff plan to the City Manager for approval. The layoff plan shall include the anticipated number, and job title(s) of employee(s) to be laid off and seniority list by classification of all affected employees. The affected employees and the employee association shall be provided with a copy of the approved layoff plan at least two weeks prior to its effective date.

## 3. ORDER OF LAYOFF

- A. Layoffs shall be made on the basis of seniority determined by the employee's hire date of continuous service in a full-time position. In the event of a tie in total time of continuous service between two or more employees, the order of layoff shall be determined at the discretion of the City Manager.
- B. Before any reduction in the work force of full-time employees occurs, all temporary part-time, provisional, probationary, contract or other individuals without regular status in the affected classifications shall be terminated.
- C. Probationary employees and employees in acting appointments, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- D. If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the City shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- E. Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (G.) of this policy.

If an employee accepts a lower paying or less than full-time position, s/he does not waive recall rights to the former position pursuant to Section 5 below.

- F. Reductions in classification shall only be approved when the employee has previously passed probation in the lower classification. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. The employee being reduced may only replace a junior employee, or be placed in a vacant position, in the classification identified pursuant to (D) above. The junior employee being bumped will be separated or reduced in classification. If the employee does not

have seniority in the classification to which he/she is first considered for reduction, reduction shall then be made to the next lower classification in which the employee has previously achieved permanent status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

An employee may bump to a lower classification within a series in which he/she has achieved permanent status. Example:

Employee "A" is hired in as a Customer Service Representative II and achieves permanent status; however never worked as a Customer Service Representative I. Employee "A" may bump employee "B" in the lower classification of Customer Service Representative I if employee "A" has more seniority.

- G. If bumping results in an assignment which the employee considers to be undesirable, such employee may request
  - 1) a voluntary demotion to any vacant position in the City; or
  - 2) a lateral transfer to a position in which they have previously held regular status and have seniority over the incumbent.
- H. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.

Any of these options require the approval of the City Manager.

#### 4. EXCEPTION TO ORDER OF LAYOFF

Whenever a Department Director believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Director may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the City Manager. If approved the affected employee's labor representative shall be immediately provided with a copy of the request. Generally, requests for exception to order of layoff will be limited to those employees who possess specific licenses and certificates, or other special qualification which was identified during the recruitment for that particular position.

#### 5. EMPLOYEE'S RIGHTS WHILE ON LAYOFF

During the twelve months following a layoff, laid-off employees shall be assured the right to reinstate into their former position.

#### 6. RETRAINING

The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve-months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

## **SECTION 5: REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY**

### **1. POLICY ON DRUG AND ALCOHOL-FREE WORKPLACE**

It is the policy of the City of Colton to foster and provide a drug and alcohol-free workplace for all employees while protecting the employees' rights and privacy. A drug and alcohol-free workplace protects the safety of the public as well as the City's valuable employee resources. In furtherance of a drug and alcohol-free workplace, the City and Association have agreed to implementation of this Reasonable Suspicion Drug and Alcohol Testing Policy (Policy).

#### **A. COMMITMENT**

The City believes that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone. The City is committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying, providing or selling unlawful drugs, controlled substances or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically, on call, breaks, and meal periods) with prohibited drugs, controlled substances or alcohol in their systems, from being under the influence of or impaired for the performance of duty because of drugs, controlled substances or alcohol.

The substance abuse policy will be strictly enforced. Violation of its requirements will be cause for discipline, up to and including termination of employment.

The City is committed to helping employees with admitted substance abuse problems overcome those problems, and encourages use of the voluntary rehabilitation option, as described later in this Policy.

#### **B. PURPOSE**

The purpose of the substance abuse policy are:

1. To Implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
2. To protect the public and employees; and
3. To provide a strong incentive for voluntary rehabilitation.

#### **C. RULES**

Employees shall comply to the following rules:

- 1) Employees shall not report for work or be subject to work while under the influence of, impaired for the performance of duty or while they have alcohol or any drug, medication or other substance in their system, including those prescribed by a doctor or dentist, that will in any way adversely affect their alertness, coordination, reaction, response, or safety.
- 2) The manufacture, use, sale, purchase, distribution, provision or possession of an illegal drug or controlled substance by any employee in the workplace or during work time is prohibited.
- 3) No employee shall report for duty or remain on duty when his/her alcohol concentration is 0.04% or greater. However, an employee with less than this amount

of alcohol concentration may still be in violation of this policy, if the employee is under the influence of alcohol or is impaired for the performance of duty.

- D. The use or possession of alcohol while at work, including meal periods and breaks, or in the workplace or during work hours is prohibited.
- E. Employees who appear to be impaired or affected on the job by a drug, controlled substance or alcohol shall be relieved of duty and shall be required to submit to drug or alcohol testing.
- F. No employee shall report for duty while under the influence of or while impaired for duty because of a lawfully prescribed or over the counter medication. If any employee is taking medication which he/she knows or reasonably should know the medication may interfere with performance of duty, such employee shall inform the immediate supervisor. An employee lawfully under the influence of prescribed or over the counter medication is not in violation of this policy.
- G. All employee shall be subject to reasonable suspicion, return-to-duty, follow-up and post-accident drug and alcohol testing.
- H. If an employee refuses an order to submit to testing or fails to cooperate fully with testing procedures, the employee will be immediately subject to appropriate disciplinary action up to and including termination. Refusal to submit to testing or failure to cooperate fully with testing when ordered shall be treated as insubordination.

Refusal to submit to or cooperate fully with a drug or alcohol test includes but is not necessarily limited to:

- 1) failure to provide a proper and adequate sample without a valid medical reason;
  - 2) providing false information in connection with a test;
  - 3) attempting to falsify test results through tampering, adulteration or substitution;
  - 4) eating or drinking before the sample is collected when instructed not to do so;
  - 5) failure to complete required forms.
- I. Employees are encouraged to volunteer to use the services of the City's Employee Assistance Program (EAP) for any drug or alcohol use or dependence before it affects job performance. However, voluntary self-referral after notification of a required test will not eliminate the requirement to take a test. Further, an employee found to be in violation of any provision of section 1, subsection C of this policy shall not necessarily be relieved of possible disciplinary action by requesting to use the EAP or to seek rehabilitation.
  - J. All testing will be done on an on-duty basis and the employee will be compensated under regular established procedures.

## 2. CATEGORIES AND METHODS OF TESTING

The City of Colton may conduct the following types of Drug/Alcohol tests pursuant to this Policy:

- Reasonable Suspicion
- Return-to-duty
- Follow-up
- Post-Accident

The City of Colton may conduct urine tests for illegal drugs or controlled substances and alcohol. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the National Institute on Drug Abuse (NIDA). For drug testing, an initial FDA approved immunoassay drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmative Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. A positive test result above the minimum threshold established in this policy will be reviewed by the Medical Review Officer (MRO) prior to reporting the result to the Human Resources Director.

All drug testing will be subject to a chain of custody as defined in Attachment A. Any violation of the chain of custody could affect the integrity of the sample and invalidate the test. If the test is invalidated, a new sample must be obtained.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained, certified breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and will result in disciplinary action for violation of this policy. All alcohol testing will be conducted according to the procedures in Attachment B.

All testing will be conducted in a manner that protects individual dignity, privacy and confidentiality throughout the testing process.

### 3. EMPLOYEES SUBJECT TO TESTING

All employees are subject to reasonable suspicion, post-accident, and follow-up drug and alcohol testing.

### 4. SUBSTANCES FOR WHICH TESTING WILL OCCUR

Testing will include screening for the following substances: alcohol, marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines. Testing may be conducted for any other prohibited substance with reasonable suspicion.

A test result indicative of any level of alcohol or drug(s) shall authorize the City to address said finding as described in this Policy.

Positive test results will be reported to the Human Resources Manager only after the confirmation testing.

## 5. SUBSTANCE TESTING PROCEDURES

### A. Reasonable Suspicion Testing

The City of Colton shall require a drug test for the listed drugs and substances when a supervisor has reasonable suspicion to believe that an employee has used a prohibited drug and/or is impaired or under the influence and shall require an alcohol test when the supervisor has reasonable suspicion to believe that an employee is impaired by or is under the influence of alcohol.

- B. A determination that reasonable suspicion exists for drug and alcohol testing must be based on specific, contemporaneous, articulable observations of the employee, made by a supervisor qualified to detect the signs and symptoms of such use. The documentation of the employee's behavior/conduct shall be prepared and signed by the supervisor utilizing the Reasonable Suspicion Checklist within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. Prior to requesting an employee to submit to a drug and/or alcohol test, the observations noted by the supervisor must be confirmed by a second supervisor.

Employees must submit to tests for alcohol and/or for illegal and controlled drugs when the employee is reasonably suspected of being impaired or affected by drug or alcohol use.

- 1) Reasonable cause for testing means suspicion based on specific personal observation of two or more supervisors. The observing supervisors must be trained in the detection of drugs and alcohol. Such supervisors shall describe and document:
  - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
  - b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisors to believe that drug or alcohol use may be a contributing factor.
- 2) Suspicion is not reasonable and is not a basis for testing, unless based on first hand observation of the person reporting same. However, suspicion based on hearsay reports may be the basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work. Safety sensitive employees shall be relieved from performance of safety sensitive functions while the supervisor is completing his/her determination regarding whether a reasonable cause test is warranted.
- 3) When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether drug and/or alcohol testing is appropriate, and, if so, to initiate the testing. The supervisor will:
  - a. order the employee to stop work;
  - b. order the employee to submit to a urine drug and/or alcohol test after approval of the Department Director or designee; and,

- c. inform the employee that a positive test will result in the employee being evaluated for disciplinary action.

A supervisor will then transport the employee to the collection site and will arrange for the employee's transport home.

C. Return to Duty Testing

Employees who violate this Policy and are accepted into Return-to-Duty and Follow-up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing and/or rehabilitation programs.

D. Follow-up Testing

Follow-up testing shall be as follows:

- 1) Following completion of return-to-duty testing, employees will be subject to periodic, accounted and unaccounted drug and alcohol testing as part of the return to work or aftercare plan.
- 2) Any employee who tests positive on a breath alcohol test and/or drug test and is permitted to return to work will be required to comply with return to work conditions, as established by the City's Substance Abuse Professional (SAP), which shall include the requirement to submit to and pass, announced and unannounced drug and alcohol testing. The frequency and duration of follow-up drug and/or alcohol tests shall be determined by the SAP. There shall be a minimum of six (6) unannounced tests in the first twelve (12) months following the return to duty.
- 3) Any employee whose tests results show any amount of drugs or alcohol during the return to work and follow-up testing will be subject to discipline up to and including termination.

E. Post-Accident Testing

Employees involved in a serious traffic accident while on duty are subject to drug testing. A serious traffic accident is defined as follows:

- 1) A traffic collision in which great bodily injury occurs or where there are other articulable facts which indicate that the employee was driving while under the influence of a prohibited substance.
- 2) "Great bodily injury" is defined as any injury in which death or extended hospitalization are significant possibilities. The supervisor will make the determination on when/if testing will occur with the above circumstances.

6. REHABILITATION PROGRAM

- A. The SAP may recommend an appropriate treatment or rehabilitation program for an employee as a condition for returning to work after having violated this Policy.
- B. The employee shall be placed in a medically supervised Rehabilitation Program, which may include in-patient hospital, residential care, day treatment or out-patient care, provided by a City approved Rehabilitation Facility.
- C. If the Rehabilitation Program provider certifies that the employee has successfully completed the Rehabilitation Program, during which time the employee will be subject to

announced and unannounced periodic drug and/or alcohol tests, the terms and conditions of the aftercare program will be determined on an individual case-by-case basis, and the employee will be required to sign a Return to Work agreement acknowledging that he or she will abide by those terms and conditions.

- D. The Return to Work Agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests the frequency and duration of which will be determined by the SAP.
- E. If recommended by the SAP, the employee will be permitted to return to work in his/her classification during the aftercare or during any other outpatient program, providing the employee tested negative for drugs and alcohol in a Return to Work test.
- F. The employee must successfully adhere to the terms and conditions of the rehabilitation and aftercare programs. If the employee violates the terms and conditions of the rehabilitation or aftercare program, the employee will be subject to appropriate disciplinary action up to and including termination.

#### 7. DISCIPLINARY ACTION

The City may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rules listed in this Policy.

#### 8. MANAGEMENT/SUPERVISORY RESPONSIBILITIES

Managers and supervisors shall be responsible to:

- A. Be fully conversant with the policies and procedures set forth herein;
- B. Ensure that his or her employees are properly trained in the policies and procedures, and in the dangers of substance abuse;
- C. Be knowledgeable about the City's Employee Assistance Plan for substance abuse;
- D. Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to the SAP;
- E. Conduct investigations promptly and properly when he or she suspects that an employee may be impaired or affected by drug or alcohol use;
- F. Initiate investigations promptly and properly when he or she suspects the presence or use of drugs, controlled substances or alcohol in the workplace or during work time, including meal periods or breaks. Steps to initiate an investigation may include arranging for the confiscation of any unauthorized drugs, alcohol, or related paraphernalia in the workplace or on City property or premises.
- G. When a supervisor suspects an employee is impaired or affected by drugs, controlled substances or alcohol use, follow the reasonable cause procedure to determine whether drug and/or alcohol testing is appropriate and if so, initiate testing after reporting to and securing approval of the Department Director or the Department Director's designee.

H. The Department Director will be responsible for ensuring that all supervisors receive training in the implementation of this Policy, including drug recognition.

#### 9. SUBSTANCE ABUSE PROFESSIONAL

A Substance Abuse Professional (SAP) means a non-City employee who is a licensed physician (medical doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

#### 10. MEDICAL REVIEW OFFICER

A. Only a qualified Medical Review Officer (MRO) will receive laboratory results generated by pre-employment, reasonable cause, return to duty or follow-up testing.

B. When a confirmed position test is reported from the testing laboratory, it is the responsibility of the MRO to:

- 1) Review the individual's medical history, including any medical records and biomedical information provided.
- 2) Contact the employee and afford the employee an opportunity to discuss the test results with him/her within five days of notification of the results.
- 3) Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.

C. The MRO shall not convey test results to the City until the MRO has made a definite decision that the test result was positive or negative.

D. The MRO may request the laboratory to analyze the original sample again in order to verify the accuracy of the test result to the MRO. The MRO may terminate processing, if he determines that the test result was caused by the appropriate use of medication or factors other than the employee's use of the substance found.

#### 11. EMPLOYEE STATUS

An employee to be tested for "critical incident" or reasonable suspicion drug and/or alcohol tests shall be transported to and from the testing site by a supervisor. He/she may be accompanied by an Association representative, provided this does not cause any undue delay (one hour). An employee shall be driven home by another employee or a supervisor at the conclusion of the test, or other arrangements may be made by the supervisor. The tested employee shall not be allowed to drive home unless a breath alcohol only test was conducted and was negative.

An employee shall be considered "on duty" until the conclusion of the drug or alcohol test and return to the work site. The tested employee shall then be placed on paid administrative leave until a determination is made by the MRO and reported to the City regarding the results of drug or alcohol tests. Negative tests shall result in the employee being "made whole."

## 12. RETEST

A pre-employment candidate who does not pass a pre-employment drug test may request that the original urine split sample be analyzed again by a laboratory of his/her choosing at the candidate's expense. This option does not apply in breath alcohol testing.

An employee who does not pass a drug test, may request that the original urine sample split be reanalyzed by a different NIDA approve laboratory/facility at the employee's expense.

## 13. CONFIDENTIALITY

The City shall not release information pertaining to an individual employee that is contained in City and/or department drug/alcohol records without express written authorization of the tested individual except when (1) required by law, such as a court ordered subpoena, or (2) in connection with a City disciplinary, grievance, arbitration, lawsuit or other proceeding initiated by or on behalf of the individual and arising from the results of a drug or alcohol test.

Urine samples may not be used for any purpose other than as described in this Policy.

## 14. TRAINING

A. The City will develop and conduct training sessions and materials for all employees concerning this Policy, the SAP, and the personal safety and work effects of drug and alcohol use through the Drug and Alcohol-Free Workplace Awareness Program.

B. Every employee will receive at least a three hour orientation program.

C. Every supervisor will receive at least a four-hour Drug and Alcohol Awareness Training Program.

## 15. RIGHT OF ASSOCIATION PARTICIPATION

This Policy was developed and implemented by the City after review and approval by the Association. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

## 16. SEVERABILITY

If any court should hold any part of this Policy invalid, such decision shall not invalidate any other part of this Policy.

## 17. REVISIONS TO THE POLICY

This Policy is subject to revision if mutually agreed upon by the Association and the City.

## **SECTION 6: RECLASSIFICATION**

Positions, the duties of which have changed materially so as to necessitate reclassification, shall be allocated by the Personnel Officer to a more appropriate class, whether new or already

created, in the same manner as originally classified and allocated. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding demotions and promotions.

## **SECTION 7: CLASSIFICATION STUDIES**

The City agrees to conduct classification studies at any time provided that such requests cannot be made more than once a year unless there is a promotion or transfer.

- A. An employee or Department Director shall submit a completed 'Request for Classification Study form' to the Human Resources Division and it will be date stamped upon receipt.
- B. The Human Resources Manager will review the form.
  - 1) If the Human Resources Manager determines a classification study is not warranted the employee may file an appeal with the City Manager within 5 working days of receipt of the denial.
  - 2) If the reasons for the request appear to be justified, the Position Classification Questionnaire will be sent to the employee.
- C. The employee will complete page 1 through 8 of the Questionnaire and forward it to his/her immediate supervisor within 10 working days.
- D. The immediate supervisor will complete Section II of the Questionnaire, complete number 12 on page 11, sign, and forward the Questionnaire to the Human Resources Manager within 10 working days.
- E. The Human Resources Manager will review the completed Questionnaire and submit a recommendation to the City Manager. The City Manager may choose to have a consultant perform the classification study in lieu of the Human Resource Division. The employee association will be informed of the City Manager's choice of consultant prior to that selection becoming final. If any employee association has concerns over the consultant selected, the Human Resources Manager shall meet with representatives of that association to discuss those concerns.
- F. The consultant and/or Human Resource Manager will submit a recommendation to the City Manager. The Human Resource Manager will notify the employee of the City Manager's approval or denial of the request for reclassification within 2 ½ months after initial receipt of the request. If the reclassification is denied the employee may appeal to the City Manager for a hearing within five (5) working days.

The reclassification shall take effect the first full pay period of the fifth (5<sup>th</sup>) month after the classification is received (see Administrative Policy 4.05.330 for further details).

## **SECTION 8: 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. No employee other than those on authorized standby duty will be allowed to take a City vehicle home if the distance is greater than 15 miles one way.

This provision also applies in those situations where the radio must be left on and monitored.

City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, or in City-owned vehicles (R-10-93 and AB846). The employee is also required to wear a seat belt when driving and/or riding in City-owned vehicles.

## **ARTICLE VI: GENERAL PROVISIONS**

### **SECTION 1: SAVINGS CLAUSE**

Should any provision of this MOU be held invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

### **SECTION 2: TERM OF AGREEMENT**

The term of this agreement is 42 months beginning July 1, 2010 and ending December 31, 2013.

### **SECTION 3: CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING**

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the SBPEA with respect to wages, hours, and other terms and conditions of employment. Accordingly, all wages, hours, and terms and conditions of employment in this MOU and in the consolidated MOU shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, re-negotiate any part or provisions of this MOU during its term. All practices enjoyed by the employees at the present time, which are not included in, or specifically changed by or contradictory to this MOU are subject to meet and confer prior to implementing any proposed change.

Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety. Moreover, all "side letter" agreements between the parties that have been entered into prior to the adoption of this MOU by the City Council shall automatically expire on the date this MOU is adopted. Any increases in compensation and/or benefits that were delayed, postponed, or provided by those side letter agreements are hereby waived.

Notwithstanding the above, the parties agree to reopen the meet and confer process over the Grievance Procedure and the Layoff Policy upon request by either party. Any request to reopen the meet and confer process on either of these two items must be made by April 4, 2011.

**SECTION 4: COUNCIL ADOPTION**

If this MOU is acceptable to the City Council, then the City Council shall adopt the MOU by appropriate action at the first scheduled meeting following the signing of this MOU.

**FOR THE CITY OF COLTON:**

\_\_\_\_\_  
David R. Zamora, Mayor

\_\_\_\_\_  
Date

**FOR SBPEA:**

\_\_\_\_\_  
Beth Zendejas  
Labor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca Gallegos

\_\_\_\_\_  
Dennice Raygoza

\_\_\_\_\_  
Anthony Siegfried

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COLTON  
AND  
SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION,  
GENERAL UNIT**

**INDEX**

**ARTICLE I**

<b>EMPLOYER-EMPLOYEE RELATIONS .....</b>	<b>4</b>
SECTION 1: RECOGNITION .....	4
SECTION 2: SCOPE OF REPRESENTATION .....	4
SECTION 3: ASSOCIATION MEMBERSHIP – AGENCY SHOP .....	4
A. Hold Harmless Clause.....	5
B. Employee's Right to Revoke Agency Shop .....	5
SECTION 4: ASSOCIATION AND CITY PROPOSALS .....	5
SECTION 5: GRIEVANCE PROCEDURE .....	5
1. Statement Of Purpose.....	5
2. Definitions .....	6
3. Procedure.....	6
4. Appeal of City Manager’s Decision.....	7
5. Representation.....	8
6. Self Representation .....	8
7. Freedom from Reprisal.....	8
8. Time Limits.....	9
9. Disciplinary Action Appeal Process.....	9
SECTION 6: CONTRACT BAR .....	10
SECTION 7: MANAGEMENT RIGHTS .....	10

**ARTICLE II**

<b>COMPENSATION.....</b>	<b>10</b>
SECTION 1: SALARY .....	10
SECTION 2: RETIREMENT .....	11
SECTION 3: PERS 4 <sup>th</sup> LEVEL SURVIVOR BENEFIT .....	11
SECTION 4: OVERTIME.....	11
1. Rest Period.....	11
2. Overtime Pay .....	11
3. Compensatory Time Off .....	12
4. Overtime Authorization .....	12
5. Training And Travel Time .....	12
6. City Vehicle Use.....	12
7. Call Back Pay.....	13
8. Standby Pay .....	13
SECTION 5: ACTING PAY .....	13
SECTION 6: LONGEVITY PAY .....	14
SECTION 7: INCENTIVE PAY .....	14
SECTION 8: SPECIAL ASSIGNMENT COMPENSATION .....	15
SECTION 9: SOCIAL SECURITY .....	15

SECTION 10:	MEDICARE .....	15
SECTION 11:	BILINGUAL PAY .....	16
SECTION 12:	PROMOTIONS .....	16

**ARTICLE III**

<b>FRINGE BENEFITS.....</b>		<b>16</b>
SECTION 1:	HEALTH INSURANCE .....	16
SECTION 2:	RETIREES' HEALTH INSURANCE PARTICIPATION .....	17
SECTION 3:	TERM LIFE INSURANCE.....	18
SECTION 4:	LONG TERM DISABILITY.....	18
SECTION 5:	TUITION REIMBURSEMENT .....	18
SECTION 6:	TRAINING AND EDUCATION .....	19
SECTION 7:	UNIFORMS.....	19

**ARTICLE IV**

<b>LEAVES.....</b>		<b>21</b>
SECTION 1:	TIME BANK .....	21
SECTION 2:	VACATION .....	21
1.	Accrual .....	21
2.	Use .....	21
3.	Vacation Sell Back.....	22
4.	Accumulated Hours At Termination .....	22
SECTION 3:	HOLIDAYS.....	22
SECTION 4:	SICK LEAVE .....	23
1.	Accrual .....	23
2.	Sick Leave Sell Back .....	24
3.	Sick Leave Reports .....	24
4.	Family Attendance.....	24
5.	Accumulated Hours At Termination.....	24
SECTION 5:	BEREAVEMENT LEAVE .....	25
SECTION 6:	MEDICAL LEAVE OF ABSENCE.....	25
SECTION 7:	INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS .....	25

**ARTICLE V**

<b>WORKING CONDITIONS .....</b>		<b>26</b>
SECTION 1:	WORK HOURS .....	26
SECTION 2:	SHIFT CHANGE .....	26
SECTION 3:	EMERGENCY MEAL PERIODS .....	26
SECTION 4:	MECHANICS' TOOLS .....	26
SECTION 5:	NEPOTISM POLICY .....	26
SECTION 6:	LAYOFF POLICY .....	27
1.	General Provisions.....	27
2.	Notification .....	27
3.	Order Of Layoff.....	27
4.	Exception To Order Of Layoff.....	29
5.	Employee's Rights While On Layoff.....	29
6.	Retraining.....	29
SECTION 7:	REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY .....	29
1.	Policy On Drug And Alcohol-Free Workplace.....	29
2.	Categories And Methods Of Testing .....	31
3.	Employees Subject To Testing .....	32

4.	Substances For Which Testing Will Occur.....	32
5.	Substance Testing Procedures.....	32
6.	Rehabilitation Program.....	34
7.	Disciplinary Action.....	35
8.	Management/Supervisory Responsibilities.....	35
9.	Substance Abuse Professional .....	36
10.	Medical Review Officer.....	36
11.	Employee Status.....	36
12.	Retests .....	36
13.	Confidentiality .....	37
14.	Training .....	37
15.	Right Of Association Participation .....	37
16.	Severability .....	37
17.	Revisions To The Policy.....	37

**ARTICLE VI**

<b>SAFETY REVIEW COMMITTEE.....</b>	<b>37</b>
-------------------------------------	-----------

**ARTICLE VII**

<b>BENEFITS REVIEW COMMITTEE.....</b>	<b>38</b>
---------------------------------------	-----------

**ARTICLE VIII**

<b>GENERAL PROVISIONS .....</b>	<b>38</b>
SECTION 1: CLASSIFICATION STUDIES .....	38
SECTION 2: SAVINGS CLAUSE .....	39
SECTION 3: CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING.....	39
SECTION 4: TERM OF AGREEMENT .....	39
SECTION 5: COUNCIL ADOPTION.....	39

**ARTICLE I  
EMPLOYER-EMPLOYEE RELATIONS**

**SECTION 1: RECOGNITION**

The City hereby recognizes the San Bernardino Public Employees Association (SBPEA) as the representatives of employees in the General Unit, which encompasses all full-time positions in the City of Colton in the following classifications:

Account Technician I & II	Parks Maintenance Crew Leader
Accountant	Parks Maintenance Worker I, II, & III
Administrative Assistant	Payroll Technician I & II
Building Inspector I & II	Planning Assistant
Building Maintenance Worker I, II & III	Planning/Building Technician
Code Enforcement Officer	Police Maintenance Worker I
Community Childcare Admin. Assistant	Police Services Clerk I & II
Community Service Officer	Purchasing Assistant
Customer Services Representative I & II	Recreation Services Coordinator
Deputy City Clerk	Senior Customer Service Representative
Engineering Technician I & II	Senior Office Specialist
Equipment Mechanic	Senior Police Services Clerk
Fire Safety Specialist	Storekeeper
GIS Specialist	Streets Maintenance Worker I, II & III
Human Resources Technician	Web Administrator/Network Technician
Office Specialist I & II	

**SECTION 2: SCOPE OF REPRESENTATION**

Scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

**SECTION 3: ASSOCIATION MEMBERSHIP – AGENCY SHOP**

The Association shall have the sole and exclusive right to have membership dues deducted for employees covered by this Agreement by the City, upon appropriate written authorization from such employee.

Except as set forth below, employees as a condition of employment shall, within thirty (30) days, either join the Association, or pay to the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association.

Any employee who is a member of a bona fide religion, body or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment.

Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.

The City shall deduct, upon receipt of a duly executed form, properly signed by a member of the bargaining unit, either dues to the Association or service fees for nonmembers, as appropriate. The Association shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Association General Manager if any member of the bargaining unit revokes a dues/fees authorization.

Whenever a unit member shall be delinquent in the payment of dues or fees, the Association shall give the unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the Management Services Director. In the event the unit member fails to cure said delinquency, the Association shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

**A. Hold Harmless Clause**

In consideration of the above noted services, the Association agrees to release, indemnify, and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs, whatsoever as a result of any action taken pursuant to the provisions of this Article.

**B. Employee's Right to Revoke Agency Shop**

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

**SECTION 4: ASSOCIATION AND CITY PROPOSALS**

Due date for Association and City proposals will be 90 days prior to the expiration of the MOU.

**SECTION 5: GRIEVANCE PROCEDURE**

**1. Statement Of Purpose**

The purpose and objectives of the grievance procedure are to:

- A. Assure fair and equitable treatment of all employees and promote harmonious relations among employees and their supervisors.
- B. Afford employees a written and simple means of obtaining consideration of their grievance by informal means at supervisory level and review of the supervisor's decisions.

C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

2. Definitions

A. Day - A work day unless otherwise stated. A work day is a day on which City Hall is open for business for its full normal working hours.

B. Binding Mediation - To place the findings of the Mediator under legal obligation by contract or oath.

C. Grievant - An employee in the General Unit. An Association may file a grievance on behalf of itself or its members.

D. Grievance - An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, City of Colton's written or unwritten personnel rules and regulations.

E. Mediation - An attempt to bring about a peaceful settlement or compromise between disputants through the objective intervention of a neutral party.

F. Mediator - a negotiator who acts as a link between parties.

G. Representative - A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.

H. Immediate Supervisor - The person having evaluation responsibility for the Grievant.

I. Class Grievance -

1) Each employee must submit his or her grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the parties.

2) Resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in circumstances or occurrences which brought about the grievance.

3) Any grievants unsatisfied with the decision at any procedural step shall retain their individual rights to appeal to the next step in the grievance procedure.

J. Answer - An answer is the response to the grievance at any of Step A through F in Part 3.

· All answers must be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the time deadline for processing.

3. Procedure

A. Informal Resolution - Within ten 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. This step will be deemed waived if the immediate supervisor or the immediate supervisor's action is the subject of the grievance.

Every effort shall be made to resolve a grievance through discussion between the employee and the employee's immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quietly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort shall be made to find an acceptable solution at the lowest level of supervisor.

The supervisor will answer the grievance, in writing, within ten days of presentation by the employee.

- B. If the problem cannot be resolved between the employee and the immediate supervisor, the employee may within ten days from the date of receiving the written answer from his or her supervisor, request an interview with the division head, if one exists, in order to discuss the grievance. The meeting with the division head will be held within ten days of the employee submitting the request for the meeting.

The division will answer within ten days of meeting with the grievant(s).

- C. If the division head and the employee cannot reach a solution to the grievance, the employee may, within ten days from the date of receiving the answer from the division head, request in writing and be granted an interview with the Department Director. The interview will be scheduled within ten days of the employee submitting the request.

The Department Director shall render an answer within ten days of meeting with the grievant.

- D. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within ten days from the date of the decision by the Department Director, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant within ten days of receiving the appeal. The City Manager shall meet with the grievant and review the grievance and shall answer within ten days of discussing the grievance.

4. Appeal Of City Manager's Decision

- A. If the grievant is not satisfied with the decision of the City Manager, the employee or the Association may, within ten days from the date of receiving the decision of the City Manager, submit a written request to the City Manager for the grievance to be heard by a mediator.
- B. Selection of Mediator - If the parties are unable to mutually select a mediator, the State Mediation and Conciliation Service shall be requested to a mediator.
- C. Private Hearing - Mediation hearing shall be private.

- D. Cost and Expenses - Each party shall bear equally the cost of the fees and expenses of the mediator, if any. Each party shall bear its own witness and attorney fees.

The mediator shall render a decision in writing, within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the mediator is final and binding and is not subject to any administrative or judicial review except pursuant to the Civil Code Procedure.

5. Representation

- A. An employee may request representation of his or her choice at any stage of the grievance procedure.
- B. The grievant and designated representative shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
- C. The only limit on the grievant's representation is that there may be only one other person from the bargaining unit on paid status. Representation shall not inordinately interfere with the normal course of City business.

6. Self Representation

- A. In the event a grievant elects to exercise the right to self representation, and objects to the attendance of an Association Representative and/or Business Representative, such individuals shall be excluded; provided, however, representatives of the Association will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Association's interest in effective representation of its members.
- B. Accordingly, the City of Colton shall provide the Association access to:
- 1) Information concerning the nature of the grievance.
  - 2) Any procedures utilized during the course of the grievance proceeding.
  - 3) The results of the grievance proceeding, including any discipline imposed.
- C. However, in order to recognize the personal privacy interests of employees, the City shall delete from the grievance record:
- 1) The name of the employee filing the grievance.
  - 2) The employee's social security number, address, and telephone number.
  - 3) Any other personal information protected under right of privacy.

7. Freedom From Reprisal

No grievant shall be subject to coercion, discrimination, reprisal, or disciplinary action for discussing a complaint or grievance with his or her immediate supervisor, or for the good faith filing of a grievance.

8. Time Limits

- A. Failure by a grievant to meet a deadline set in this procedure shall terminate the grievance, and the grievant shall not have a right to refile on the same set of facts, unless good cause is shown for the delay, or if the City waives the deadline.
- B. Failure by the City to meet a deadline shall give the grievant the right to proceed to the next step.
- C. Time limits in this procedure may be extended by mutual written agreement between the parties.

9. Disciplinary Action Appeal Process

The disciplinary action appeal process is to allow employees who are dissatisfied with management action to have the following forms of recourse:

- A. **WRITTEN REPRIMANDS:** An employee who receives a written reprimand may appeal such action to the City Manager. The written reprimand will include a notice of appeal rights. Such appeal shall be made in the form of a memorandum or letter to the City Manager from the authorized Association representative within three business days of receiving the reprimand. The City Manager shall have five business days to meet with the appellant and five business days to issue a written determination following such meeting.

The determination of the City Manager shall be final and binding, and shall not be subject to further appeal.

- B. **DISCIPLINE APPEAL PROCEDURE (DISCIPLINARY SUSPENSIONS, DEMOTIONS AND DISMISSALS):** The City shall comply with Administrative Policy No. 4.05.250, thus insuring that employees are afforded "due process". A permanent employee who is suspended, demoted or dismissed shall have the right to appeal to a mediator. Such appeal to be made in the form of a memorandum or letter to the City Manager from an authorized Association representative within ten business days of receiving the "Order of Disciplinary Action".

The disciplinary appeals process is as follows:

- 1) Selection of Mediator - If the parties are unable to mutually select a mediator, the State Mediation and Conciliation Service shall submit a list of persons qualified to act as mediators. Within five days following receipt of the list of mediators, the parties shall select a mediator. Unless the parties agree to another method of selecting the mediator, the parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.
- 2) Private Hearing - Discipline appeal mediation hearing shall be private unless appellant wishes the hearing to be open.
- 3) Costs and Expenses - Each party shall bear equally the cost of the fees and expenses of the mediator and court reporter, if any. Each party shall bear its own witness and attorney fees.

The mediators shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the mediator is final and binding and is not subject to any administrative or judicial review except pursuant to the Code of Civil Procedure.

**SECTION 6: CONTRACT BAR**

It is understood that this MOU shall constitute a bar to any petition or request for recognition in any unit which includes classifications of employees covered by this MOU where such petition or request seeks to represent such employees at any time prior to the expiration of this MOU.

**SECTION 7: MANAGEMENT RIGHTS**

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited, to those duties and powers are the rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit, maintain the efficiency of City operations, build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects City facilities or equipment or otherwise involves an Act of God or specific governmental order requiring the City to take certain action or refrain from taking certain action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, discipline and terminate employees.

It is expressly agreed by both parties that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights is subject to the meet and confer process.

It shall be the policy of the City that no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against in matters of employment, appointments, promotions, or other actions requiring the application of the merit principle. The City's actions in exercising the rights described herein shall be based on merit and fitness, free of favoritism and personal and political considerations.

**ARTICLE II  
COMPENSATION**

**SECTION 1: SALARY**

All employees in the above-represented classifications shall receive a base salary as set forth in the Pay and Classification Plan for the City of Colton.

No salary increases are scheduled during the term of this agreement. There will be no disruptions to step advancements.

## **SECTION 2: RETIREMENT**

The City shall provide retirement benefits through the Public Employee Retirement System (PERS) as follows:

- A. Each employee shall pay the "8%" employee/member portion of the required PERS retirement contributions.
- B. Upon agreement with or imposition through impasse on other City bargaining units representing miscellaneous members, the City will amend its contract with PERS to implement a 2.5% at 55 retirement formula as part of a two-tier system.

All bargaining unit employees hired after the effective date of this amended PERS contract will have the retirement formula of 2.5% at 55. Bargaining unit employees hired prior to the effective date of this amended PERS contract will continue with the 2.7% at 55 formula.

To the extent permitted by PERS, any bargaining unit employee under the 2.7% at 55 formula that is laid off and subsequently rehired or reinstated within one year of that layoff shall also be reinstated to the 2.7% at 55 formula. Any such bargaining unit member that is rehired or reinstated after one year of a layoff shall return under the 2.5% at 55 formula.

- C. If before July 1, 2012, the City approves or adopts a MOU with any bargaining unit of the City that does not include the requirement that each employee pay his or her full employee/member PERS retirement contribution (e.g., 8% for miscellaneous members; 9% for safety members), the City shall immediately, on a prospective basis, begin paying "4%" of the employee/member contribution.

The City agrees to re-open for the limited purpose of meet and confer should any legislation pass that has the potential to enhance the PERS retirement benefit.

## **SECTION 3: PERS 4<sup>th</sup> LEVEL SURVIVOR BENEFIT**

The City will provide CalPERS 4<sup>th</sup> Level Survivor benefits to all Unit employees.

## **SECTION 4: OVERTIME**

### **1. Rest Period**

- A. An employee who works sixteen consecutive hours shall earn an eight hour rest period.
- B. An employee shall be compensated at his/her regular rate of pay for all regularly scheduled work time, which falls while that employee is off on his/her rest period.

### **2. Overtime Pay**

All employees required to work in excess of 40 hours in a seven (7) day work period shall

receive compensation at the rate of time and one-half their regular rate of pay.

The City will pay overtime worked by employees in the unit at the rate of 1.5 (time and one-half) with a \$1.00 differential for overtime worked between the hours of 10 p.m. and 4 a.m.

In determining an employees' eligibility for overtime, paid leaves of absences shall be included in the total hours worked. There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Overtime shall be recorded and paid in minimum increments of 15 minutes.

3. Compensatory Time Off

In lieu of receiving overtime pay pursuant to Section 4.2 above, full-time employees may elect to accrue up to 80 hours during the fiscal year on a premium rate basis. Employees may bank up to the 80 hours accrued and may cash-out up to 40 hours per fiscal year.

All hours in excess of the maximum number accruable shall be paid at a time and one-half the regular rate of pay.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

4. Overtime Authorization

All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior approval may result in the denial of the overtime request.

5. Training And Travel Time

Training time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations.

Travel time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations. When feasible, the department will adjust the employee's work schedule to minimize the impact of travel and training time.

6. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from their regular work site shall not be compensated in any manner, whatsoever for such travel time in the City vehicle. No employee other than those on authorized standby duty will be allowed to take a City vehicle home if the distance is greater than 15 miles one way.

This provision also applies in those situations where the radio must be left on and monitored. City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, or in City-owned vehicles (R-10-93 and AB846). The employee is also required to wear a seat belt when driving and/or riding in City-owned vehicles.

7. Call Back Pay

Call back duty occurs when a full-time employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift on a preplanned basis. An employee called back to duty shall be credited with two hours in addition to actual time worked. Actual time shall be calculated from the time employee arrives at work site until completion of work. An employee will also be credited with a total of one hour at time and one-half to cover travel to and from the work site.

An employee on call back shall not be eligible for an additional call back bonus of two hours if she/he is dispatched to another call prior to returning to his/her residence.

8. Standby Pay

A full-time employee on standby may leave a telephone number where he/she may be reached while on standby. An employee shall be able to respond from such phone number within 30 minutes. If another bargaining unit is granted a longer response time, the General Unit shall have the same response time. Alternatively, the City may provide a "beeper" for the employees.

Standby pay shall be earned by each full-time employee working regularly scheduled eight hour days from Friday at the end of the working day, for a period not to exceed seven days. The City shall pay an employee on standby eight hours straight time of compensatory time off. When a City recognized holiday falls during the standby week, the employee shall earn an additional eight hours straight time of compensatory time off. Such compensatory time off shall be used according to Section 3 above.

Standby pay shall be earned by each full-time employee working regularly scheduled ten hour days from Thursday at the end of the working day, for a period not to exceed seven days unless extended by a holiday. The City shall pay an employee on standby ten hours straight time of compensatory time off. When a City recognized holiday falls during the standby week, the employee shall earn an additional ten hours straight time of compensatory time off. Such compensatory time off shall be used according to Section 3 above.

**SECTION 5: ACTING PAY**

Any employee assigned to work in a higher classification for a period of 39 consecutive work hours or more, shall receive compensation from the first hour at equal step of the pay range of the acting position or 5%, whichever is higher. Regularly, scheduled holidays shall be counted as "work hours" for the purpose of qualifying for acting pay only. All other leaves hours shall not count as "work hours" for the purpose of qualifying for acting pay. Administrative Policy

4.05.170 shall be followed with only the prescribed pay increase and no increase in benefits provided to an employee in acting pay status.

The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment.

Acting appointments shall be made based on the needs of the City. Appointees shall meet the minimum qualifications for the position whenever possible. If they do not, it will be clearly noted on their Personnel Action Request (PAR) that their acting appointment does not automatically qualify them for any future recruitment to fill such position on a regular basis. Eligible employees' experience and job knowledge shall be given major consideration before an appointment is made.

The Department Director shall post a notice on bulletin boards which employees have access to of the intent to make such an appointment at least one week prior to making an acting appointment. Employees shall advise the Department Director in writing if they are interested in being considered for such an appointment. The Department Director shall be under no obligation to interview all such employees prior to making an acting appointment; however, if interviews are held, all interested employees who meet the minimum qualifications shall be interviewed. This provision shall not apply in cases of emergency.

#### **SECTION 6: LONGEVITY PAY**

Employees who have 3½ years of City service and who have been at "E" Step for two years (5½ years minimum) and have received satisfactory performance evaluations for both years at "E" Step shall receive a one-time 2% longevity adjustment.

Any employee who is promoted, transferred, and/or demoted within the General Unit will retain his/her 2% longevity pay that he/she has earned in a prior position with the City.

#### **SECTION 7: INCENTIVE PAY**

The City agrees to pay an additional 5% of base pay for any certificate, license, grade or degree (generally accepted within the respective field) above or beyond that which is required as part of the minimum requirements for the job. The incentive pay must be tied to the job description and is subject to recommendation by the Department Head Director with approval by the Management Services Director or designee and the City Manager.

For example, the Accountant position in the City requires accounting higher education, preferably a bachelor's degree. If an Accountant had a certificate in accounting (usually 12 units) this would not qualify for the incentive pay as the education component is already inherent within the job requirements. However, if an Accounting Technician I were to receive a generally accepted accounting certificate from a college or university, the incentive pay may be considered as appropriate since an education preference is not inherent within the job requirements.

For specific information as to how the incentive pay is granted, please refer to the Administrative Policy.

**SECTION 8: SPECIAL ASSIGNMENT COMPENSATION**

Employees who have been given the temporary assignment involving the performance of more difficult duties and requiring a greater level of skill(s) or duties outside of their classification may be granted additional compensation.

The duration of such assignments is not intended to exceed one (1) year. This provision shall not be used to circumvent the merit system of promotion or the provisions for reclassification. The specific, temporary assignment duties must be identified in writing prior to the start of the assignment.

Special Assignment Compensation shall be awarded in pay period increments and in the form of a specified percentage of the employee's base pay. The Human Resources Manager will determine the amount in increments of one percent (1%) from a minimum of two percent (2%) up to a maximum of five percent (5%).

The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range.

Requests for Special Assignment Compensation may be initiated by the City or by an employee via their supervisor.

The City bears the responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this article. The employee's supervisor shall review and approve the request in advance of the date the employee begins the assignment. A special assignment will only begin with the Human Resources Manager's signed approval, written description of the assignment, agreement of the amount of additional compensation, anticipated duration of assignment and signed acceptance by the employee.

**SECTION 9: SOCIAL SECURITY**

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

Nothing herein shall prevent the Association from requesting the City to meet and confer on the possible "pick up" of the employees' contribution. Upon such request by the Association, the City agrees to meet and confer with the Association.

**SECTION 10: MEDICARE**

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated

employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or “pick up” any such contributions.

**SECTION 11: BILINGUAL PAY**

The City agrees to pay \$50 per month (\$25 to be paid on the first two pay periods of the month) to employees who successfully complete a bilingual examination and who have been recommended by the Department Director and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Department Director shall terminate the bilingual compensation by written notice to the Human Resources Manager. The Human Resources Manager may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Department Director. In either case, the Department Director shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

**SECTION 12: PROMOTIONS**

Bargaining unit employees promoted pursuant to a promotional examination, as defined by Rule VI, Section 2 of the City’s Personnel System Rules and Regulations (Resolution No. R-15-00), to a higher class within the General or Mid-Management bargaining units shall be placed at a step in the new position’s pay range that is at least ten percent (10%) higher than their salary or wage in the prior position.

This provision guaranteeing a minimum 10% increase shall only apply to promotions that have been finalized after March 1, 2011, and on or before December 31, 2013. In other words, there shall be no guaranteed minimum 10% increase for promotions finalized after December 31, 2013. Employee promotions finalized after December 31, 2013, will entitle the employee to receive a minimum of five percent (5%) base salary increase or the beginning of the position classification range, whichever is greater.

**ARTICLE III  
FRINGE BENEFITS**

**SECTION 1: HEALTH INSURANCE**

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$990 per month from which employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

The City will adhere to the cafeteria plan requirements for all bargaining groups. Should the monthly allowance change, the City and Association agree to meet and confer to discuss the impact of any changes.

In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said cafeteria dollar amounts shall be provided in the form of bi-monthly cash disbursements (payable 24 times per year). Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

**SECTION 2: RETIREES' HEALTH INSURANCE PARTICIPATION**

Members of this unit who retire (service or disability) from the City employ, may at the retiree's discretion, enroll in the City-provided health insurance plan of the employee's choice. Employees who retire after 15 but less than 20 years of City service shall be eligible for City-paid employee only medical insurance coverage, until Medicare age with dependent care available at employee's expense. Employees who retire after having served a minimum of 20 years with the City shall have their, and their spouse's premiums paid for by the City up to Medicare age. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and his/her spouse's premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their, and their spouse's participation in such health insurance plan shall be paid by the employee. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

Upon approval of this MOU by Council, employees will have the option to choose the City's revised retiree plan (using the graduated scale below) or the aforementioned language stated above.

All employees who retire with less than 15 years of service will retire with a dollar amount for medical insurance only determined by the corresponding years of service (rounded to the lowest year) and the percentage of cafeteria dollars being offered at the time of retirement, which is based on the monthly cafeteria allowance. This option being made available to the SBPEA bargaining unit employees ceased on June 30, 2009. The revised plan is as follows:

Years of Service	Percentage of Cafeteria Dollars	Years of Service	Percentage of Cafeteria Dollars
5	30%	18	56%
6	32%	19	58%
7	34%	20	60%
8	36%	21	62%
9	38%	22	64%
10	40%	23	66%
11	42%	24	68%
12	44%	25	70%
13	46%	26	72%
14	48%	27	74%

15	50%	28	76%
15	50%	29	78%
16	52%	30	80%
17	54%		

The retiree may use the allotted dollar amount to purchase medical insurance for himself or herself and their legal dependents. The percentage is based on the monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate in future years based on the Cafeteria Plan allowance determined by City Council. However, the dollar amount will never go below the amount the employee will receive when he/she retires.

In the event the retiree moves out of state to an area where the city's health insurance carriers do not provide coverage, the retiree must show proof of health insurance coverage and payment of monthly premiums before reimbursement, subject to the aforementioned formula limits.

If the premium cost is less than the amount allocated by the formula, the retiree does not receive the difference. Additionally, there is no opt-out money paid to the retiree.

The retiree will provide the city with all documentation required for any qualifying event, in a timely manner, but never beyond thirty (30) days of said event.

\*Dependents are defined as spouse, domestic partner, and/or any qualified legal dependent.

### **SECTION 3: TERM LIFE INSURANCE**

The City shall provide a total of \$50,000 term life insurance for each represented full-time employee effective the first of the month following the date of hire.

### **SECTION 4: LONG TERM DISABILITY**

The City shall provide to each represented full-time employee a long-term disability program. The terms of the plan shall be more fully set forth in the plan documents; however, effective November 1, 2003, it shall provide for up to five years of coverage at 66-2/3% of the first \$7,000 of the employee's base salary, reduced by any deductible benefits. The elimination period is defined as the first 30 calendar days of each period of total disability. The employee may choose to supplement the disability allowance with accumulated paid leave up to a maximum of 100% of base salary including the disability allowance. However, should the employee elect to use sick leave, the equivalent dollar value shall be deducted from the disability allowance.

### **SECTION 5: TUITION REIMBURSEMENT**

#### **ALL NON-PROBATIONARY EMPLOYEES**

The City shall reimburse employees up to \$2,500 per employee, per fiscal year, for 100% of costs for tuition and books incurred for job-related education. The City shall budget all necessary expenses to fund tuition reimbursements for the General Unit. Such expenditure must enhance the furtherance of City or continuing educational goals. Requests for such reimbursement must be

submitted after successful completion of the course(s) and must be approved first by the Human Resources Manager, then by the Department Director and Management Services Director. Employee initiated educational or area development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours. Administrative Policy 4.05.310 shall be the procedure utilized during the term of this contract. This article shall not be construed to eliminate employer sponsored training for the maintenance of certifications required by the City or any other jurisdiction.

## **SECTION 6:     TRAINING AND EDUCATION**

When a Department Director desires to send an employee to training/education on City time and/or at City expense, such training/education opportunity shall be posted at least one week prior to the Department Director deciding who to send. Employees interested in attending shall advise the Department Director in writing of their interest in being considered. The Department Director shall be under no obligation to schedule one or more of such employees for such a course. This provision shall not apply if there is an earlier deadline to meet.

## **SECTION 7:     UNIFORMS**

When the City furnishes uniforms to employees, such uniforms shall be worn at all times during working hours.

### **1. Boots:**

The City will furnish safety work boots/shoes to each affected employee for whom safety work boots/shoes are required, to be determined by the Department Director.

The City will provide an annual allowance of \$150 to each SBPEA unit member for whom safety boots/shoes are required. Each employee that is required to wear safety boots/shoes will provide proof that the safety boots/shoes being worn meet the ANSI or other safety requirements set forth in any City policy.

The City will maintain an open Purchase Order with a City approved vendor. Each affected employee will obtain a signed Purchase Authorization Form from their supervisor to be used when purchasing their boots.

Each General Unit employee that is required to wear safety boots will be allowed to purchase a new pair of boots each July. Field crew supervisors that are required to wear safety boots will also be allowed to purchase safety boots under this procedure. The dollar amount of this benefit may be adjusted each July to meet the safety requirements.

Each Supervisor will be required to keep a log sheet to record each employee's purchase. If an employee damages their safety boots during the course of work, the City will replace the damaged boots. The employee must turn in the damaged safety boots to be entitled to a new pair. The manufacturer of the damaged boots must match the manufacturer of the original boot on the Supervisors log sheet. For purposes of this procedure, the term "damaged" also applies to boots that "wear-out" prematurely (before one year). Prematurely worn boots may be replaced as well, with the Supervisor's

approval.

2. Parks/L.L.M.D. Division:

Uniforms will be provided to employees in the Parks and L.L.M.D. Division. This will be done in lieu of providing these employees a uniform allowance. All other pertinent provisions in Section 9, Uniforms, of the consolidated MOU will still apply.

3. Auto Shop Division: Employees assigned to the Auto Shop Division will receive five uniforms per year.

4. Uniform Replacement:

The City will furnish to each affected employee three uniforms each year. The uniforms shall be replaced during the year for damage occurring in the line of duty, with approval of the Department Director. Uniforms will not be worn while off duty.

5. Color:

**Streets/Parks Divisions**

Shirts: International Orange

Pants: Brown

**Auto Shop and Divisions**

Shirts: Light Blue

Pants: Dark Blue

**Building Maintenance Division**

Shirts: Dark Blue

Pants: Dark Blue

**Code Enforcement Division**

Shirts: Uniform Blue

Pants: Uniform Blue

6. Style

Shirts - short sleeve or long sleeve option of the employee unless required by rule, ordinance or State and Federal laws.

7. Uniform Allowance

In lieu of the annual uniform allocation, affected employees may receive upon request, a uniform allowance equal to the cost for allowed uniforms as set forth in the Uniform Replacement Section above. This allowance shall be used for the purchase of new uniforms, as required, and/or approved uniform accessories as follows:

- A. Jacket - light weight or heavy weight with City of Colton pixel.
- B. Cap - color coordinated with uniform with City of Colton pixel.
- C. Footwear - boot or work shoe.
- D. T-shirts - colors as set forth in section 5 for shirts.

8. Procedure

As set forth in Administrative Policy 4.05.260.

9. Mechanic Pre-Employment Policy

The pre-employment policy for Mechanics (hired after 7/1/01) is to pay back “non-returned” uniforms at termination.

**ARTICLE IV  
LEAVES**

**SECTION 1: TIME BANK**

Each unit member shall be credited with a 20 hour time bank to be used as paid time off on the first pay period of the fiscal year. These hours must be used within the fiscal year credited and cannot be cashed out upon termination of employment. If an employee has not used all hours by the end of the fiscal year, then the employee will only be credited in the next fiscal year with the number of hours that will bring the total number of hours in the time bank to 20. In other words, the total number of hours in the time bank shall never exceed 20 hours. In addition, the City retains the right at its discretion to require employees to take time off and use these “time bank” hours.

**SECTION 2: VACATION**

1. Accrual

All full-time employees shall accrue vacation time in accordance with the following:

During Years of Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
1-5	6-2/3	80	160
6-10	10	120	240
11	10-2/3	128	256
12	11-1/3	136	272
13	12	144	288
14	12-2/3	152	304
15+	13-1/3	160	320

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual effective upon employee’s monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon written request of the affected employee and approval of the Personnel Officer. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the Personnel Officer.

Vacation leave accrual ceases when maximum accrual is reached.

2. Use

It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one-hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the Department Director. The Personnel Officer may authorize an eligible employee to incur a negative vacation balance of up to 40 hours. Vacation shall not be taken during the first six months of service.

Vacations shall be taken at times determined by the Department Director with due regard for the wishes of the employee and for the needs of the City.

In the event one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

No person shall be permitted to work for compensation for the City during his/her vacation except with prior approval of the Personnel Officer.

3. Vacation Sell Back

Any employee with an accrued vacation balance in excess of one hundred twenty (120) hours, who has taken a minimum of forty (40) hours in the preceding twelve (12) month period, shall be allowed to sell back up to forty (40) hours of accrued vacation one time each year, upon request prior to June 1<sup>st</sup> of each fiscal year.

4. Accumulated Hours At Termination

No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof.

An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.

**SECTION 3: HOLIDAYS**

1. City Observed Holidays

Each full-time unit member working regularly scheduled 8-hour days shall receive the following 8 hour holidays unless otherwise noted:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday (to be observed as the Friday preceding Presidents' Day)  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day (to be observed as the second Monday in November)

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (10 hours)  
Christmas Day  
New Year's Eve (10 hours)  
16 Floating Holiday hours accrued each July 1<sup>st</sup>

Each full-time unit member working a 4/10 schedule shall receive the following 10-hour holidays.

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day (to be observed as the second Monday in November)  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve  
12 Floating Holiday hours accrued each July 1<sup>st</sup>

For 4/10 employees, if Christmas Eve, New Year's Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank to be used by June 30.

When one of the fixed holidays employees on a 4/10 work week have falls on Friday, the preceding Thursday shall be treated as a paid holiday. When a holiday falls on a Saturday, 10 hours shall be added to the employee's floating holiday bank. When a holiday falls on Sunday, the following Monday shall be treated as a paid holiday.

Employees working regularly scheduled 8-hour days will receive 8 hours pay when taking Christmas Eve or New Year's Eve off and 2 hours will be added to their floating holiday bank to be used the same as stated above. If Christmas Eve or New Year's Eve fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank to be used the same as stated above.

#### **SECTION 4: SICK LEAVE**

##### **1. Accrual**

Sick leave with pay shall be granted by the appointing authority at the rate of eight hours for each calendar month of service to all full-time employees. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at

the rate of 96 hours a year for full-time employees. There shall be no limit on the amount which can be accumulated.

2. Sick Leave Sell Back

The City agrees to sell back 40 hours per year of sick leave at 110% of the regular rate of pay per fiscal year. Employees must have used less than 51% of accrued sick leave during the prior fiscal year. Employees must have a minimum balance of 40 hours of sick leave to be eligible for this benefit.

3. Sick Leave Reports

In order to receive compensation while absent on sick leave, The employee will phone within one (1) hour (60 minutes) with personal contact to the supervisor or department contact; if no response from either, voice mail will be allowed. The employee will leave a phone number where he/she can be called (in case of a medical emergency, the name of the hospital will suffice). When absence is for more than three work days, the employee shall file a physician's certificate or a personal affidavit with Human Resources stating the cause of the absence. The Supervisor will notify Human Resources of employees who have been absent for three (3) consecutive days.

4. Family Attendance

Employees shall have the option of using sick leave for attendance to family members, or the employee may elect to take leave without pay for attendance to family members. Family members include employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, sister, wife, husband, domestic partner, child, step child, grandparent, or grandchild.

5. Accumulated Hours At Termination

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular full-time salaried employees for more than five years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. A full-time employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily earnings at the time of termination, multiplied by a percentage as follows:

If employed more than five years, but less than ten	10%
If employed ten years, but less than fifteen	25%
If employed fifteen years or more	50%

A regular salaried full-time employee who has worked for the City at least five years and has accumulated sick leave, then terminates his/her employment for any reason shall be paid as full compensation for such sick leave as computed in the above paragraph.

Full-time members who are granted a service retirement (rather than disability retirement) shall be provided a sum equal to the cash value of 75% of the employee's accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

**SECTION 5: BEREAVEMENT LEAVE**

Up to 40 hours per occurrence, two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee's father, step father, father-in-law, mother, step mother, mother-in-law, brother, sister, wife, husband, domestic partner, child, step child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

**SECTION 6: MEDICAL LEAVE OF ABSENCE**

A medical leave of absence is defined as an approved medical leave for regular full-time employees who have exhausted accrued sick leave and requested leave of absence without pay. Employees on leave of absence without pay for more than 3 consecutive months due to an industrial injury are eligible for the benefits described below. Employees on an approved medical leave of absence shall continue to receive City paid health, dental, life and long-term disability insurance provided they remain in paid status for a minimum of 80 hours in each calendar month. Any combination of accumulated vacation, holiday, administrative leave, or compensatory time may be utilized in order to achieve the 80 hour requirement. Accrual of leave while on medical leave of absence shall be pro-rated based on the number of compensable hours paid during each pay period. Workers' compensation and disability payments may not be applied towards this 80 hour minimum.

No health credit will be paid to an employee while on medical leave of absence.

If an employee on medical leave of absence is not in paid status for at least 80 hours in any month, City contribution towards the above-mentioned benefit programs will be suspended beginning the following month for the duration of the leave of absence. In this case, the employee may continue coverage under the City sponsored programs by making the full premium payments to the Finance Department by the last working day of the month preceding the month for which coverage is desired. In no event will insurance premiums be pro-rated.

**SECTION 7: INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS**

The City will pay the insurance premiums for employees on leave of absence due to industrial injury. Payment of insurance premiums will include health, dental, life and optical.

**ARTICLE V  
WORKING CONDITIONS**

**SECTION 1:     WORK HOURS**

All unit members shall work a modified schedule effective July 1, 2011. The start time of each respective employee shall be one half hour later than currently required. End time shall remain unchanged. For purposes of overtime, the work week shall remain 40 hours (e.g., the first 2 hours of overtime in any work week shall be paid at straight time).

The ability to “trade” Fridays worked will be available subject to the following conditions:

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. An employee must have supervisory approval prior to being allowed to trade shifts. The trade must be due to the employee’s desire or need to attend to a personal matter and not due to the department’s operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any hours worked beyond the normal work day will be credited to the individual actually doing the work. “Paybacks” of shift trades are the obligation of the two employees involved in the trade. Any dispute as to the paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties. If one individual fails to appear for the other (regardless of reason), the person who “traded in” will be listed as absent without leave and may be subject to disciplinary action.

**SECTION 2:     SHIFT CHANGE**

Employees shall be given a minimum of two weeks advance notice of a shift change, except in case of emergency. Department Directors shall consider the needs of the City and the employee in making assignments.

**SECTION 3:     EMERGENCY MEAL PERIODS**

The City agrees that employees of this unit who are required to work in other than normal tour of duty situations will have consideration given to meal periods after 4 to 5 hours of work. It is recognized that the employees will not be able to leave a bona fide emergency situation and that the final determination of this fact will be made by the supervisor in charge of the particular activity.

**SECTION 4:     MECHANICS’ TOOLS**

Full-time City employees are not required to furnish their own tools; however, if they choose to

use their own tools, the City shall pay the required property tax. Employees who choose to use their own tools will not hold the City responsible for loss or damage to their tools.

## **SECTION 5: NEPOTISM POLICY**

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, domestic partner, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle and other relatives or employees living in the same household.

For purposes of this policy, 'immediate family' includes the applicant's or employee's spouse and any lineal descendants of the applicant or employee or of the applicant's or employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of the effective date of this MOU. Applicants will not be hired and employees will not be promoted into any position where the result would be that one person would:

1. Be supervised by or be in the chain of command of a relative.
2. Participate in making, or advising on, employment decisions concerning a relative.

For purposes of this policy, employment decisions shall be defined as those affecting hiring, promotion or discipline.

1. Be employed in the same department as a relative if, for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest.
2. Be in one of the following or have a member of the applicant's or the employee's immediate family in one of the following positions: City Manager, Department Director or member of the City Council.

If permanent full-time employee is denied a promotion or transfer under this policy, the employee may appeal such action to the City Manager within three (3) business days of the date the employee receives written notification of said action. Such appeal shall be submitted in writing, stating the reason(s) that the employment decision should be rescinded. The parties shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and binding with no further administrative appeal rights.

## **SECTION 6: LAYOFF POLICY**

### **1. General Provisions**

- A. Definition - A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to full-time positions. A layoff occurs only when a position is deleted from the authorized

budget or when funds are withdrawn from a previously funded position.

- B. Short-term Furlough - Furloughs for periods not to exceed 40 consecutive work hours may be made in any order for reasons approved by the City Manager. Such furloughs shall not exceed 80 hours per employee per fiscal year and every consideration will be given to seniority where appropriate. Employees who are furloughed shall be granted a leave without pay with the right to return to classification.

## 2. Notification

Whenever a Department Director believes that a layoff will be necessary, he/she will submit a layoff plan to the City Manager for approval. The layoff plan shall include the anticipated number, and job title(s) of employee(s) to be laid off and seniority list by classification of all affected employees. The affected employees and the employee association shall be provided with a copy of the approved layoff plan at least two weeks prior to its effective date.

## 3. Order Of Layoff

- A. Layoffs shall be made on the basis of seniority determined by the employee's hire date of continuous service in a full-time position. In the event of a tie in total time of continuous service between two or more employees, the order of layoff shall be determined at the discretion of the City Manager.
- B. Before any reduction in the work force of full-time employees occurs, all temporary part-time, provisional, probationary, contract or other individuals without regular status in the affected classifications shall be terminated.
- C. Probationary employees and employees in acting appointments, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- D. If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the City shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- E. Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in Section G of this policy.

If an employee is authorized to bump, they will occupy the position held by the least senior employee on the priority list for that classification.

If an employee accepts a lower paying or less than full-time position, the employee does not waive recall rights to the former position pursuant to Section 5 below.

- F. Reductions in classification shall only be approved when the employee has previously passed probation in the lower classification. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. The employee being reduced may only replace a junior employee, or be placed in a vacant position, in the classification identified pursuant to Section D above. The junior employee being bumped will be separated or reduced in classification. If the employee does not have seniority in the classification to which he/she is first considered for reduction, reduction shall then be made to the next lower classification in which the employee has previously achieved permanent status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

An employee may bump to a lower classification within a series in which he/she has achieved permanent status. Example:

Employee "A" is hired in as a Customer Service Representative II and achieves permanent status; however never worked as a Customer Service Representative I.

Employee "A" may bump employee "B" in the lower classification of Customer Service Representative I if employee "A": has more seniority.

- G. If bumping results in an assignment which the employee considers to be undesirable, such employee may request

- 1) a voluntary demotion to any vacant position in the City; or
- 2) a lateral transfer to a position in which they have previously held regular status and have seniority over the incumbent.

- H. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.

Any of these options requires the approval of the City Manager.

4. Exception To Order Of Layoff

Whenever a Department Director believes that the best interest of the City requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Director may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the City Manager. If approved the affected employee's labor representative shall be immediately provided with a copy of the request. Generally, requests for exception to order of layoff will be limited to those employees who possess specific licenses and certificates, or other special qualification which was identified during the recruitment for that particular position.

5. Employee's Rights While On Layoff

During the twelve months following a layoff, laid-off employees shall be assured the right to reinstate into their former position.

6. Retraining

The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve-months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

**SECTION 7: REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY**

1. Policy On Drug And Alcohol-Free Workplace

It is the policy of the City of Colton to foster and provide a drug and alcohol-free workplace for all employees while protecting the employees' rights and privacy. A drug and alcohol-free workplace protects the safety of the public as well as the City's valuable employee resources. In furtherance of a drug and alcohol-free workplace, the City and Association have agreed to implementation of this Reasonable Suspicion Drug and Alcohol Testing Policy (Policy).

A. COMMITMENT

The City believes that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone. The City is committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying, providing or selling unlawful drugs, controlled substances or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically, on call, breaks, and meal periods) with prohibited drugs, controlled substances or alcohol in their systems, from being under the influence of or impaired for the performance of duty because of drugs, controlled substances or alcohol.

The substance abuse policy will be strictly enforced. Violation of its requirements will be cause for discipline, up to and including termination of employment.

The City is committed to helping employees with admitted substance abuse problems overcome those problems, and encourages use of the voluntary rehabilitation option, as described later in this Policy.

B. PURPOSE

The purpose of the substance abuse policy are:

- 1) To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- 2) To protect the public and employees; and
- 3) To provide a strong incentive for voluntary rehabilitation.

### C. RULES

Employees shall comply to the following rules:

- 1) Employees shall not report for work or be subject to work while under the influence of, impaired for the performance of duty or while they have alcohol or any drug, medication or other substance in their system, including those prescribed by a doctor or dentist, that will in any way adversely affect their alertness, coordination, reaction, response, or safety.
- 2) The manufacture, use, sale, purchase, distribution, provision or possession of an illegal drug or controlled substance by any employee in the workplace or during work time is prohibited.

No employee shall report for duty or remain on duty when his/her alcohol concentration is 0.04% or greater. However, an employee with less than this amount of alcohol concentration may still be in violation of this policy, if the employee is under the influence of alcohol or is impaired for the performance of duty.

- D. The use or possession of alcohol while at work, including meal periods and breaks, or in the workplace or during work hours is prohibited.
- E. Employees who appear to be impaired or affected on the job by a drug, controlled substance or alcohol shall be relieved of duty and shall be required to submit to drug or alcohol testing.
- F. No employee shall report for duty while under the influence of or while impaired for duty because of a lawfully prescribed or over the counter medication. If any employee is taking medication which he/she knows or reasonably should know the medication may interfere with performance of duty, such employee shall inform the immediate supervisor. An employee lawfully under the influence of prescribed or over the counter medication is not in violation of this policy.
- G. All employees shall be subject to reasonable suspicion, return-to-duty, follow-up and post-accident drug and alcohol testing.
- H. If an employee refuses an order to submit to testing or fails to cooperate fully with testing procedures, the employee will be immediately subject to appropriate disciplinary action up to and including termination. Refusal to submit to testing or failure to cooperate fully with testing when ordered shall be treated as insubordination.

Refusal to submit to or cooperate fully with a drug or alcohol test includes but is not necessarily limited to:

- 1) failure to provide a proper and adequate sample without a valid medical reason;
- 2) providing false information in connection with a test;
- 3) attempting to falsify test results through tampering, adulteration or substitution;
- 4) eating or drinking before the sample is collected when instructed not to do so;
- 5) failure to complete required forms.

- I. Employees are encouraged to volunteer to use the services of the City's Employee

Assistance Program (EAP) for any drug or alcohol use or dependence before it affects job performance. However, voluntary self-referral after notification of a required test will not eliminate the requirement to take a test. Further, an employee found to be in violation of any provision of section 1.C. of this policy shall not necessarily be relieved of possible disciplinary action by requesting to use the EAP or to seek rehabilitation.

J. All testing will be done on an on-duty basis and the employee will be compensated under regular established procedures.

## 2. Categories And Methods Of Testing

The City of Colton may conduct the following types of Drug/Alcohol tests pursuant to this Policy:

- Reasonable Suspicion
- Return-to-duty
- Follow-up
- Post-Accident

The City of Colton may conduct urine tests for illegal drugs or controlled substances and alcohol. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the National Institute on Drug Abuse (NIDA). For drug testing, an initial FDA approved immunoassay drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmative Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. A positive test result above the minimum threshold established in this policy will be reviewed by the Medical Review Officer (MRO) prior to reporting the result to the Human Resources Manager.

All drug testing will be subject to a chain of custody as defined in Attachment A. Any violation of the chain of custody could affect the integrity of the sample and invalidate the test. If the test is invalidated, a new sample must be obtained.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained, certified breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and will result in disciplinary action for violation of this policy. All alcohol testing will be conducted according to the procedures in Attachment B.

All testing will be conducted in a manner that protects individual dignity, privacy and confidentiality throughout the testing process.

### 3. Employees Subject To Testing

All employees are subject to reasonable suspicion, post-accident, and follow-up drug and alcohol testing.

### 4. Substances For Which Testing Will Occur

Testing will include screening for the following substances: alcohol, marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines. Testing may be conducted for any other prohibited substance with reasonable suspicion.

A test result indicative of any level of alcohol or drug(s) shall authorize the City to address said finding as described in this Policy.

Positive test results will be reported to the Human Resources Manager only after the confirmation testing.

## 5. Substance Testing Procedures

### A. Reasonable Suspicion Testing

The City of Colton shall require a drug test for the listed drugs and substances when a supervisor has reasonable suspicion to believe that an employee has used a prohibited drug and/or is impaired or under the influence and shall require an alcohol test when the supervisor has reasonable suspicion to believe that an employee is impaired by or is under the influence of alcohol.

A determination that reasonable suspicion exists for drug and alcohol testing must be based on specific, contemporaneous, articulable observations of the employee, made by a supervisor qualified to detect the signs and symptoms of such use. The documentation of the employee's behavior/conduct shall be prepared and signed by the supervisor utilizing the Reasonable Suspicion Checklist within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. Prior to requesting an employee to submit to a drug and/or alcohol test, the observations noted by the supervisor must be confirmed by a second supervisor.

Employees must submit to tests for alcohol and/or for illegal and controlled drugs when the employee is reasonably suspected of being impaired or affected by drug or alcohol use.

- 1) Reasonable cause for testing means suspicion based on specific personal observation of two or more supervisors. The observing supervisors must be trained in the detection of drugs and alcohol. Such supervisors shall describe and document:
  - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
  - b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisors to believe that drug or alcohol use may be a contributing factor.
- 2) Suspicion is not reasonable and is not a basis for testing, unless based on first hand observation of the person reporting same. However, suspicion based on hearsay reports may be the basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work. Safety sensitive employees shall be relieved from performance of safety sensitive

functions while the supervisor is completing his/her determination regarding whether a reasonable cause test is warranted.

- 3) When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether drug and/or alcohol testing is appropriate, and, if so, to initiate the testing. The supervisor will:
  - a. order the employee to stop work;
  - b. order the employee to submit to a urine drug and/or alcohol test after approval of the Department Director or designee; and,
  - c. inform the employee that a positive test will result in the employee being evaluated for disciplinary action.

A supervisor will then transport the employee to the collection site and will arrange for the employee's transport home.

#### B. Return to Duty Testing

Employees who violate this Policy and are accepted into Return-to-Duty and Follow-up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing and/or rehabilitation programs.

#### C. Follow-up Testing

Follow-up testing shall be as follows:

- 1) Following completion of return-to-duty testing, employees will be subject to periodic, accounted and unaccounted drug and alcohol testing as part of the return to work or aftercare plan.
- 2) Any employee who tests positive on a breath alcohol test and/or drug test and is permitted to return to work will be required to comply with return to work conditions, as established by the City's Substance Abuse Professional (SAP), which shall include the requirement to submit to and pass, announced and unannounced drug and alcohol testing. The frequency and duration of follow-up drug and/or alcohol tests shall be determined by the SAP. There shall be a minimum of six (6) unannounced tests in the first twelve (12) months following the return to duty.
- 3) Any employee whose tests results show any amount of drugs or alcohol during the return to work and follow-up testing will be subject to discipline up to and including termination.

#### D. Post-Accident Testing

Employees involved in a serious traffic accident while on duty are subject to drug testing. A serious traffic accident is defined as follows:

- If there is a fatality.
- If the accident results in bodily injury to a person who immediately receives medical treatment away from the accident site and the driver receives a citation

under State or Local law for a moving violation.

- If one of the vehicles is towed from the scene and the driver receives a citation under State or Local law for a moving traffic violation.

#### 6. Rehabilitation Program

- A. The SAP may recommend an appropriate treatment or rehabilitation program for an employee as a condition for returning to work after having violated this Policy.
- B. The employee shall be placed in a medically supervised Rehabilitation Program, which may include in-patient hospital, residential care, day treatment or out-patient care, provided by a City approved Rehabilitation Facility.
- C. If the Rehabilitation Program provider certifies that the employee has successfully completed the Rehabilitation Program, during which time the employee will be subject to announced and unannounced periodic drug and/or alcohol tests, the terms and conditions of the aftercare program will be determined on an individual case-by-case basis, and the employee will be required to sign a Return to Work agreement acknowledging that he or she will abide by those terms and conditions.
- D. The Return to Work Agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests the frequency and duration of which will be determined by the SAP.
- E. If recommended by the SAP, the employee will be permitted to return to work in his/her classification during the aftercare or during any other outpatient program, providing the employee tested negative for drugs and alcohol in a Return to Work test.
- F. The employee must successfully adhere to the terms and conditions of the rehabilitation and aftercare programs. If the employee violates the terms and conditions of the rehabilitation or aftercare program, the employee will be subject to appropriate disciplinary action up to and including termination.

#### 7. Disciplinary Action

The City may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rules listed in this Policy.

#### 8. Management/Supervisory Responsibilities

Managers and supervisors shall be responsible to:

- A. Be fully conversant with the policies and procedures set forth herein;
- B. Ensure that his or her employees are properly trained in the policies and procedures, and in the dangers of substance abuse;
- C. Be knowledgeable about the City's Employee Assistance Plan for substance abuse;

- D. Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to the SAP;
- E. Conduct investigations promptly and properly when he or she suspects that an employee may be impaired or affected by drug or alcohol use;

Initiate investigations promptly and properly when he or she suspects the presence or use of drugs, controlled substances or alcohol in the workplace or during work time, including meal periods or breaks. Steps to initiate an investigation may include arranging for the confiscation of any unauthorized drugs, alcohol, or related paraphernalia in the workplace or on City property or premises.

- G. When a supervisor suspects an employee is impaired or affected by drugs, controlled substances or alcohol use, follow the reasonable cause procedure to determine whether drug and/or alcohol testing is appropriate and if so, initiate testing after reporting to and securing approval of the Department Director or the Department Director's designee.
- H. The Department Director will be responsible for ensuring that all supervisors receive training in the implementation of this Policy, including drug recognition.

#### 9. Substance Abuse Professional

A Substance Abuse Professional (SAP) means a non-City employee who is a licensed physician (medical doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

#### 10. Medical Review Officer

- A. Only a qualified Medical Review Officer (MRO) will receive laboratory results generated by pre-employment, reasonable cause, return to duty or follow-up testing.
- B. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to:
  - 1) Review the individual's medical history, including any medical records and biomedical information provided.
  - 2) Contact the employee and afford the employee an opportunity to discuss the test results with him/her within five days of notification of the results.
  - 3) Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.
- C. The MRO shall not convey test results to the City until the MRO has made a definite decision that the test result was positive or negative.
- D. The MRO may request the laboratory to analyze the original sample again in order to verify the accuracy of the test result to the MRO. The MRO may terminate processing, if he

determines that the test result was caused by the appropriate use of medication or factors other than the employee's use of the substance found.

11. Employee Status

An employee to be tested for "critical incident" or reasonable suspicion drug and/or alcohol tests shall be transported to and from the testing site by a supervisor. He/she may be accompanied by an Association representative, provided this does not cause any undue delay (one hour). An employee shall be driven home by another employee or a supervisor at the conclusion of the test, or other arrangements may be made by the supervisor. The tested employee shall not be allowed to drive home unless a breath alcohol only test was conducted and was negative.

An employee shall be considered "on duty" until the conclusion of the drug or alcohol test and return to the work site. The tested employee shall then be placed on paid administrative leave until a determination is made by the MRO and reported to the City regarding the results of drug or alcohol tests. Negative tests shall result in the employee being "made whole."

12. Retests

A pre-employment candidate who does not pass a pre-employment drug test may request that the original urine split sample be analyzed again by a laboratory of his/her choosing at the candidate's expense. This option does not apply in breath alcohol testing.

An employee who does not pass a drug test, may request that the original urine sample split be reanalyzed by a different NIDA approve laboratory/facility at the employee's expense.

13. Confidentiality

The City shall not release information pertaining to an individual employee that is contained in City and/or department drug/alcohol records without express written authorization of the tested individual except when (1) required by law, such as a court ordered subpoena, or (2) in connection with a City disciplinary, grievance, arbitration, lawsuit or other proceeding initiated by or on behalf of the individual and arising from the results of a drug or alcohol test.

Urine samples may not be used for any purpose other than as described in this Policy.

14. Training

A. The City will develop and conduct training sessions and materials for all employees concerning this Policy, the SAP, and the personal safety and work effects of drug and alcohol use through the Drug and Alcohol-Free Workplace Awareness Program.

B. Every supervisor will receive at least a four-hour Drug and Alcohol Awareness Training.

15. Right Of Association Participation

This Policy was developed and implemented by the City after review and approval by the Association. At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Association may inspect individual test results if the release of this information is

authorized by the employee involved.

16. Severability

If any court should hold any part of this Policy invalid, such decision shall not invalidate any other part of this Policy.

17. Revisions To The Policy

This Policy is subject to revision if mutually agreed upon by the Association and the City.

**ARTICLE VI  
SAFETY REVIEW COMMITTEE**

The City agrees to the formation of a joint Labor/Management committee to review safety concerns in all areas involving employees in this unit. The committee will be comprised of two members appointed by Labor, two members appointed by management. The committee shall meet at least quarterly and each group shall ensure that at least one representative attends each meeting. The Human Resources Manager will be responsible for assigning staff to lead the committee.

**ARTICLE VII  
BENEFITS REVIEW COMMITTEE**

The City agrees to the formation of a joint Labor/Management committee to review possible improvements in all areas of health, dental, life, disability, and vision benefits currently or potentially available to employees in this unit. The committee will be comprised of two members appointed by Labor and two members appointed by management.. The committee shall meet at least quarterly and each group shall ensure that at least one representative attends each meeting. The Human Resources Manager will be responsible for the assigning staff to lead the committee.

**ARTICLE VIII  
GENERAL PROVISIONS**

**SECTION 1: CLASSIFICATION STUDIES**

The City agrees to conduct classification studies at any time provided that such requests cannot be made more than once a year unless there is a promotion or transfer.

- A. An employee or Department Director shall submit a completed 'Request for Classification Study form' to Human Resources Division and it will be date stamped upon receipt.
- B. The Human Resources Manager will review the form.
  - 1) If the Human Resources Manager determines a classification study is not warranted the employee may file an appeal with the City Manager within 5 working days of receipt of the denial.
  - 2) If the reasons for the request appear to be justified, the Position Classification Questionnaire will be sent to the employee.

- C. The employee will complete page 1 through 8 of the Questionnaire and forward it to his/her immediate supervisor within 10 working days.
- D. The immediate supervisor will complete Section II of the Questionnaire, complete number 12 on page 11, sign, and forward the Questionnaire to the Human Resources Manager within 10 working days.
- E. The Human Resources Manager will review the completed Questionnaire and submit a recommendation to the City Manager. The City Manager may choose to have a consultant perform the classification study in lieu of Human Resources. The employee association will be informed of the City Manager's choice of consultant prior to that selection becoming final. If any employee association has concerns over the consultant selected, the Human Resources Manager shall meet with representatives of that association to discuss those concerns.
- F. The consultant and/or Human Resources Manager will submit a recommendation to the City Manager. The Human Resources Manager will notify the employee of the City Manager's approval or denial of the request for reclassification within 2 ½ months after initial receipt of the request. If the reclassification is denied the employee may appeal to the City Manager for a hearing within five (5) working days.

The reclassification shall take effect the first full pay period of the fifth (5<sup>th</sup>) month after the classification is received. (see Administrative Policy 4.05.330 for further details)

## **SECTION 2: SAVINGS CLAUSE**

Should any provision of this MOU be held invalid by a court of competent jurisdiction, then the remaining provisions shall remain in full force and effect.

## **SECTION 3: CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING**

The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the SBPEA with respect to wages, hours, and other terms and conditions of employment.. Accordingly, all wages, hours, and terms and conditions of employment in this MOU and in the consolidated MOU shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, re-negotiate any part or provisions of this MOU during its term. All practices enjoyed by the employees at the present time, which are not included in, or specifically changed by or contradictory to this MOU are subject to meet and confer prior to implementing any proposed change.

Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety. Moreover, all

“side letter” agreement between the parties that have been entered into prior to the adoption of this MOU by the City Council shall automatically expire on the date this MOU is adopted. Any increases in compensation and/or benefits that were delayed, postponed, or provided by those side letter agreements are hereby waived.

Notwithstanding the above, the parties agree to reopen the meet and confer process over the Grievance Procedure and the Layoff Policy upon request by either party. Any request to reopen the meet and confer process on either of these two items must be made by April 4, 2011.

**SECTION 4: TERM OF AGREEMENT**

The term of this agreement is 42 months beginning July 1, 2010 and ending December 31, 2013.

**SECTION 5: COUNCIL ADOPTION**

If this MOU is acceptable to the City Council, then the City Council shall adopt the MOU by appropriate action at the first scheduled meeting following the signing of this MOU.

**FOR THE CITY OF COLTON:**

\_\_\_\_\_  
David R. Zamora, Mayor

\_\_\_\_\_  
Date

**FOR SBPEA:**

*Bridgette Washington*  
\_\_\_\_\_  
Bridgette Washington  
Labor Representative

*February 28, 2011*  
\_\_\_\_\_  
Date

*Arthur Perez*  
\_\_\_\_\_  
Arthur Perez

*Debra Vandiver 2/28/11*  
\_\_\_\_\_  
Debra Vandiver

*Lilliana Espinoza 2/28/11*  
\_\_\_\_\_  
Lilliana Espinoza

*Pauline Roque 2/28/11*  
\_\_\_\_\_  
Pauline Roque

*Tony Soto 2/28/2011*  
\_\_\_\_\_  
Tony Soto

## RESOLUTION NO. R-10-11

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED EXECUTIVE GROUP EMPLOYEES

**WHEREAS**, the City of Colton (“City”) first created a combined compensation and benefits resolution for the “executive unit”, a group of unrepresented employees, by Resolution R-69A-01;

**WHEREAS**, the City has since amended the executive unit compensation and benefits package, most recently on 6-19-07;

**WHEREAS**, the City now desires to split-up the group of unrepresented employees into two groups of unrepresented employees – an executive group consisting of department-head level employees and a confidential group consisting of other employees who perform “confidential” functions as defined by Government Code Sections 3513 and 3562 – and establish a separate resolution governing elected officials; and

**WHEREAS**, this Resolution shall be for the Executive Group of employees.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:**

#### ARTICLE I

##### GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS

Section 1. Title of Resolution. This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Colton.

Section 2. Term of Resolution. This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

Section 3. Statement of Purpose. This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Executive Group employees.

Section 4. Members of Executive Group. The Executive Group is made up of employees holding the following positions in a full-time capacity:

Assistant City Manager  
Community Services Director  
Development Services Director  
Fire Chief  
Management Services Director

1  
2  
3 Police Chief  
Public Works and Utilities Services Director

4 In addition, any other position created by the City Council and specifically designated by the  
5 City Council to be included in the Executive Group shall be included, even before this  
Resolution is amended accordingly.

6 Section 5. At-Will Employment; Agreements. Employees within the Executive  
7 Group are at-will employees, and are subject to termination with or without cause or notice,  
8 and without right of appeal or hearing. As provided for in Colton Municipal Code Section  
2.16.070(B)(5), the City Manager may enter into at-will employment agreements with  
Executive Group employees.

9 Section 6. Management Rights; Working Hours/Days. The City and City Manager  
10 retain all management rights and have no meet and confer obligations with the Executive Group.  
11 Within management rights, the City Manager reserves the right to change the work schedule,  
12 working hours, and working days of any Executive Group employee. Such changes include  
13 requiring Executive Group employees to work a 9/80 (i.e., alternating Fridays off) or Monday  
14 through Friday. A two-week notice will be provided prior to said change(s) being made.

13 **ARTICLE II**  
14 **COMPENSATION**

15 Section 1. Salary Table; Salaries. The salary range for Executive Group  
16 employees shall be as provided in the City's comprehensive salary table, as such table may be  
17 amended from time to time. The table was last adopted by the City Council on June 8, 2010 as  
part of Resolution R-32-10. The specific base salary to be paid to individual Executive Group  
employees shall be provided in an at-will employment agreement executed between the City  
Manager and employee, which amount shall be within the approved range for their position.

18 Section 2. Salary Reductions. All Executive Group employees have agreed to the  
19 following reductions from their base salaries, which shall be reflected in amendments to their  
20 at-will employment agreements: (1) effective July 1, 2011, the Police Chief's base salary shall  
21 be reduced by one percent (1%); (2) effective July 1, 2012, the Police Chief's base salary shall  
22 be reduced by an additional two percent (2%) if, and only if, the Colton Police Officer's  
23 Association incurs a two percent (2%) salary reduction following the jointly completed salary  
24 survey noted in their MOU; (3) effective July 1, 2013, the Police Chief's base salary shall be  
25 reduced by an additional two percent (2%) if, and only if, the Colton Police Officer's  
26 Association incurs a two percent (2%) salary reduction following the jointly completed salary  
27 survey noted in their MOU; and (4) effective July 1, 2011, the base salaries of all other  
Executive Group employees shall be reduced by five percent (5%). In addition, the City  
Manager shall have the right to reduce any Executive Group employee's salary by up to five  
(5%) if said employee does not perform the duties and responsibilities of their job  
classification. The amount of time for the reduction in salary shall be at the discretion of the  
City Manager.



1  
2  
3 Section 3. Retirement – PERS Fourth Level Survivor Benefit. The City will  
4 provide PERS 1959 Fourth Level Survivor benefits to all Executive Group miscellaneous  
5 employees, as set forth in Sections 21571 - 21583 of the Government Code.

6 Section 4. Retirement – Retiree Medical.

7 A. Effective October 1, 2003, Executive Group employees who retire, with  
8 either a service or disability retirement, from City employment may, at the retiree's discretion,  
9 choose to enroll in any available City-provided health insurance plan. Employees who retire  
10 shall be eligible for City-paid medical insurance coverage until eligible for Medicare based on  
11 the formula set forth below. Upon becoming eligible for Medicare, the employee may  
12 maintain medical insurance with the City by paying one hundred percent (100%) of his/her  
13 premium and any related spouse or dependent\* premium. If the retiree is ineligible for  
14 Medicare benefits, the City will continue to pay the premiums under the formula set forth  
15 below, provided the employee remains eligible for coverage under the City-provided health  
16 insurance plan. The retiree is responsible for any portion of the health care premium  
17 (including any applicable spouse or dependent coverage) not covered by this formula.  
18 Participation in any health insurance plan, whether at the City's or the employee's expense, is  
19 subject to any rules and conditions imposed by the carrier, as well as contingent upon the  
20 carrier's approving the enrollment of the retiree and any applicable spouse or dependent.  
21 Further, the retiree, spouse or dependent shall be financially responsible for complying with  
22 any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the  
23 following:

24

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
5	40%	18	66%
6	42%	19	68%
7	44%	20	70%
8	46%	21	72%
9	48%	22	74%
10	50%	23	76%
11	52%	24	78%
12	54%	25	80%
13	56%	26	82%
14	58%	27	84%
15	60%	28	86%
16	62%	29	88%
17	64%	30	90%

25

26 B. The retiree may use the allotted dollar amount to purchase medical  
27 insurance for himself or herself and their legal dependents. The percentage is based on the  
monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate

1  
2 in future years based on the Cafeteria Plan allowance determined by City Council. However,  
3 the dollar amount will never go below the amount the employee will receive when he/she  
4 retires.

5 C. In the event the retiree and/or dependent premium exceed the allowance  
6 amount per the above schedule/formula, the retiree shall be billed for and must pay the  
7 excess/difference on a monthly basis. If the retiree fails to remit payment within 60 days after  
8 the billing date, enrollment in the city's plan shall be permanently cancelled for the retiree and  
9 any related spouse and dependents.

10 D. In the event the retiree moves out of state to an area where the city's  
11 health insurance carriers do not provide coverage, the retiree must show proof of health  
12 insurance coverage and payment of monthly premiums before reimbursement, subject to the  
13 aforementioned formula limits.

14 E. If the premium cost is less than the amount allocated by the formula, the  
15 retiree does not receive the difference. Additionally, there is no opt-out money paid to the  
16 retiree.

17 F. In the event that the city reduces the cafeteria plan allowance, retirees  
18 will not receive an amount of premium dollars that is less than their allowance at the time of  
19 the reduction.

20 G. The retiree will provide the city with all documentation required for any  
21 qualifying event, in a timely manner, but never beyond thirty (30) days of said event.

22 H. Surviving Spouse and Dependent Coverage in the Event of Death of the  
23 Retiree. In the event of the death of the retiree who is survived by a spouse or legal dependent,  
24 enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue  
25 to provide health coverage subject to the aforementioned schedule/formula, subject to other  
26 terms and conditions that apply to the Medicare age excess billing, relocation, premiums, etc.

27 \* Dependents are defined as spouse and/or any qualified legal dependent.

Section 5. Retirement – Social Security. In the event the City and its employees  
are required to participate in the Federal Social Security Program, the contribution designated  
by law to be the responsibility of the employee shall be paid in full by the employee and the  
City shall not be obligated to pay or "pick up" any portion thereof.

Section 6. Medicare. Executive Group employees hired by the City on or after  
April 1, 1986 shall be required to pay the designated employee contribution to participate in  
the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such  
contributions.

Section 7. Automobile Allowance. Automobile allowances for Executive Group  
employees no longer exist. Executive Group employees may submit reimbursement requests

1  
2 for mileage used in a personal vehicle for official City business. The reimbursement rate shall  
3 be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same  
4 shall be in accordance with City policy. The application of this section supersedes any at-will  
5 agreements which provide for a separate automobile allowance. Notwithstanding the  
6 foregoing, at the City Manager's option the Police Chief, Fire Chief and Public Works and  
7 Utilities Services Director may be provided with an official City vehicle for their exclusive  
8 use. The City will maintain the vehicle and provide fuel for the vehicle at the City's facilities.  
9 The vehicle shall not be operated by persons other than these assigned employees, except that  
10 other employees of the City may use the vehicle for official City business with the consent of  
11 the respective Chief or Public Works and Utilities Services Director. The City understands  
12 that since the Police Chief, Fire Chief and Public Works and Utilities Services Director will  
13 remain on-call at all times, the vehicle may be used for personal as well as official business;  
14 provided, however, the vehicle shall never be used for personal use outside of the seven  
15 Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles,  
16 San Diego, Ventura and Santa Barbara.

17 Section 8. Severance Pay. As part of their at-will employment agreement, the City  
18 Manager may provide an Executive Group employee with a termination without cause  
19 severance payment. For any Executive Group employee hired after March 1, 2011, the  
20 amount of the severance payment shall be up to the unexpired term of the agreement or three  
21 (3) months, whichever is less.

22 Section 9. Health Insurance. Effective January 1, 2004, the city converted to a  
23 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Executive Group  
24 employees will receive a monthly allowance of nine hundred and ninety dollars (\$990) from  
25 which they can choose health insurance, dental insurance and vision. In addition,  
26 supplemental insurance opportunities will be provided in order for employees to purchase  
27 supplemental medical insurance and childcare coverage through pre-tax dollars.

The cafeteria allowance is established by the City Council. Any changes made to the  
cafeteria allowance shall be provided to the Executive Group employees, as is required under  
IRS Section 125 rules and regulations.

On January 1, 2006, the maximum differential provided to the employee may cap out at  
\$500.

In those instances where the employee's medical insurance premium is less than the  
City's monthly contribution, the difference between said cafeteria dollar amounts shall be  
provided in the form of a bi-monthly cash disbursement (payable 24 times per year). Cash  
disbursement to the employee is subject to tax, pursuant to the tax codes.

Section 10. Term Life Insurance. The City shall provide Executive Group  
employees term life insurance coverage in the amount of one hundred thousand dollars  
(\$100,000). A nominal monthly amount of approximately twelve dollars (\$12.00) will be  
added as taxable income for the additional fifty thousand dollars (\$50,000) coverage over the  
I.R.S. threshold for a taxable benefit.



During Years of Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
1-5	6-2/3	80	160
6-10	10	120	240
11	10-2/3	128	256
12	11-1/3	136	272
13	12	144	288
14	12-2/3	152	304
15+	13-1/3	160	320

Vacation leave accrual ceases when maximum accrual is reached.

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual effective upon employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation, except upon written request of the affected employee and approval of the City Manager. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof. An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.

Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the City Manager.

An employee who terminates at any time during their employment, including the probationary period, shall be paid for all credited or accrued vacation.

**Section 3. Vacation Leave – Use.** It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one-hour or for a period exceeding the number of accrued whole days, except upon the approval of the City Manager.

The City Manager may authorize an eligible employee to incur a negative vacation balance of up to forty (40) hours.

1  
2  
3 Vacation shall not be taken during the first six months of service. Vacations shall be  
4 taken at times determined by the City Manager with due regard for the wishes of the employee  
5 and for the needs of the service.

6  
7 In the event one or more City holidays fall within an annual vacation leave, such  
8 holidays shall not be charged as vacation leave and the vacation leave shall be extended  
9 accordingly.

10 Section 4. Vacation Leave – Buy Back. At the end of each fiscal year, Executive  
11 Group employees may elect to have the City buy back up to forty (40) hours of vacation  
12 leave, provided a minimum of one hundred (100) hours is retained after buy back. The cash  
13 value shall be computed as the hourly equivalent of the employee’s base salary at the time of  
14 cash-out.

15 Section 5. Holiday Leave. Each Executive Group employee working regularly  
16 scheduled 4/10 hour days shall receive the following ten (10) hour holidays, unless otherwise  
17 noted:

- 18 New Year’s Day
- 19 Martin Luther King’s Birthday
- 20 Presidents’ Day
- 21 Memorial Day
- 22 Independence Day
- 23 Labor Day
- 24 Columbus Day
- 25 Veterans’ Day (to be observed on second Monday in November)
- 26 Thanksgiving Day
- 27 Christmas Eve
- Christmas Day
- New Year’s Eve

28 In addition, Executive Group employees shall receive twenty (20) floating holiday  
29 hours, accrued each fiscal year on the first payroll period in July.

30 For employees working a 4/10 work schedule, if Christmas Eve, New Year’s Eve,  
31 Christmas Day or New Year’s Day fall on a regularly scheduled day off, ten (10) hours shall  
32 be added to the floating holiday bank to be used by December 31<sup>st</sup> of the following year,  
33 except for New Year’s Day which will be used by the end of that year.

34 For employees working a 4/10 work schedule, when one of the fixed holidays falls on a  
35 Friday, the preceding Thursday shall be treated as a paid holiday; when a holiday falls on a  
36 Saturday, ten (10) hours shall be added to the employee’s floating holiday bank; when a  
37 holiday falls on a Sunday, the following Monday shall be treated as a paid holiday.

38 Section 6. Sick Leave - Accrual. Subject to the City Manager’s rights provided for  
39 in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group employees shall accrue

1  
2 sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave  
3 shall not be considered as a privilege, which an employee may use at his/her discretion, but  
4 shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave  
5 shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There  
6 shall be no limit on the amount that can be accumulated.

7 Section 7. Sick Leave - Reports. In order to receive compensation while absent on  
8 sick leave, the employee shall notify the City Manager prior to or within four (4) hours after  
9 the time set for beginning his/her daily duties, or as may be specified by the City Manager.  
10 When absence is for more than three (3) work days, the employee shall file a physician's  
11 certificate or a personal affidavit with the City Manager, stating the cause of the absence.

12 Section 8. Sick Leave – Family Attendance. Employees shall have the option of  
13 using sick leave for attendance to family members, in an amount not to exceed the amount of  
14 six (6) months sick leave accrual, or the employee may elect to take leave without pay for  
15 attendance to family members. Family members include the employee's father, father-in-law,  
16 mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband,  
17 child, step-child, grandparent, grandchild or domestic partner.

18 Section 9. Sick Leave – Accumulated Hours at Termination. Except as otherwise  
19 herein stated, accumulated sick leave is lost when the employee is terminated. In no event  
20 shall employees who have not worked for the City as regular paid employees for more than  
21 five (5) years be entitled to use sick leave to defer termination of their employment by the  
22 City, nor shall they be compensated for sick leave upon such termination for any reason,  
23 including, but not limited to, retirement.

24 An employee who is granted a service or disability retirement or otherwise is  
25 terminated from employment for any reason shall be compensated for a certain percentage of  
26 his/her accumulated unused sick leave (if and only if he/she has at least five (5) years of  
27 regular paid City service) by payment in a lump sum. That sum is determined as follows: The  
number of hours of sick leave accrued, multiplied by the hourly equivalent of the employee's  
base salary at the time of retirement or termination, multiplied by a percentage as follows:

If employed more than five (5) years, but less than ten (10)	10%
If employed ten (10) years, but less than fifteen (15)	25%
If employed fifteen (15) years, but less than twenty (20)	50%
If employed twenty (20) years or more	75%

28 The Fire Chief and Police Chief, who by state law are entitled to up to one (1) year of  
29 salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick  
30 leave to defer their retirement for disability. Such personnel are not entitled to use sick leave  
31 for job incurred injuries. With regard to such personnel, they shall be retired as soon as it  
32 is determined that they are permanently disabled from performing the duties of their position.  
33 Upon it being determined that such a person is permanently so disabled, if he/she immediately

1  
2 applies for and consents to his/her retirement, then and only then, shall he/she be entitled to  
3 payment for accumulated sick leave. Such payment shall be computed as described above.

4 Section 10. Sick Leave – Buy Back. At the end of each fiscal year, Executive  
5 Group employees may elect to have the City buy back sick leave subject to the following  
6 requirements:

7 A. The cash value shall be computed as the hourly equivalent of the  
8 employee’s base salary at the time of cash-out;

9 B. The employee must have a minimum number of years of service with  
10 the City and a certain minimum number of hours must be retained after buy back; and

11 C. The following number of hours may be bought back on a fiscal year  
12 basis:

Min. Years Of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
3	20	100
4	30	200
5	40	300
6	50	400
7	60	500
8	70	600
9	80	700
10	90	800
11	100	900
12	120	1,000

13  
14  
15  
16  
17  
18 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per  
19 occurrence and a maximum of two (2) occurrences per fiscal year may be taken by Executive  
20 Group employees with pay as bereavement leave. Such leave may be used in the case of the  
21 death of the eligible employee’s father, father-in-law, mother, mother-in-law, brother, brother-  
22 in-law, sister, sister-in-law, wife, husband, child, grandchild, grandparent or grandparent of  
23 spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The  
24 City reserves the right to require reasonable verification of the need for such leave.

25 Section 12. Medical Leave. A medical leave of absence is defined as an approved  
26 medical leave for regular full-time employees who have exhausted accrued sick leave and  
27 requested leave of absence without pay. Employees on leave of absence without pay for more  
than three (3) consecutive months due to an industrial injury are eligible for the benefits  
described below. Employees on an approved medical leave of absence shall continue to  
receive City paid health, dental, life and long-term disability insurance, provided they remain  
in paid status for a minimum of eighty (80) hours in each calendar month. Any combination of  
accumulated vacation, holiday, administrative leave, or compensatory time may be utilized in

1  
2 order to achieve the eighty (80) hour requirement. Accrual of leave while on medical leave of  
3 absence shall be pro-rated based on the number of compensable hours paid during each pay  
4 period. Workers' compensation and disability payments may not be applied towards this  
5 eighty (80) hour minimum.

6 No health credit will be paid to an employee while on medical leave of absence.

7 If an employee on medical leave of absence is not in paid status for at least eighty (80)  
8 hours in any month, City contribution towards the above-mentioned benefit programs will be  
9 suspended beginning the following month for the duration of the leave of absence. In this  
10 case, the employee may continue coverage under the City sponsored programs by making the  
11 full premium payments to the Finance Department by the last working day of the month  
12 preceding the month for which coverage is desired. In no event will insurance premiums be  
13 pro-rated.

14 Section 13. Insurance Premiums/Industrial Injury. The City will pay the insurance  
15 premiums for full-time employees on leave of absence without pay due to industrial injury.  
16 Payment of insurance premiums will include health, dental, life and optical.

17  
18 **ARTICLE V**  
19 **NEPOTISM**

20 Section 1. Nepotism Policy. This policy applies to all City employees, appointed  
21 officials, and elected officials, and includes any relative defined as father, father-in-law, step-  
22 father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother,  
23 brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child,  
24 foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt,  
25 uncle, domestic partner and other relatives or employees living in the same household.

26 For purposes of this policy, 'immediate family' includes the applicant's or employee's  
27 spouse and any lineal descendants of the applicant or employee or of the applicant's or  
employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of  
August 7, 2001. Applicants will not be hired and employees will not be promoted into any  
position where the result would be that one person would:

A. Be supervised by or be in the chain of command of a relative.

B. Participate in making, or advising on, employment decisions concerning  
a relative. For purposes of this policy, employment decisions shall be defined as those  
affecting hiring, promotion or discipline.

1  
2  
3 C. Be employed in the same department as a relative if, for reasons of  
supervision, morale, safety or security, it is determined that the work involves potential  
4 conflicts of interest.

5 D. Be in one of the following or have a member of the applicant's or the  
employee's immediate family in one of the following positions: City Manager, Department  
6 Director or member of the City Council.

7 If a permanent, full-time employee is denied a promotion or transfer under this policy,  
the employee may appeal such action to the City Manager within three (3) business days of the  
8 date the employee receives written notification of said action. Such appeal shall be submitted  
in writing, stating the reason(s) that the employment decision should be rescinded. The parties  
9 shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and  
binding with no further administrative appeal rights.

10  
11 **ARTICLE VI**  
**MISCELLANEOUS TERMS**

12 Section 1. Severability. If any provision of this Resolution, or the application of  
such provision to any person or circumstance, shall be held invalid, the remainder of this  
13 Resolution, or the application of such provision to persons or circumstances other than those as  
to which it is held invalid, shall not be affected thereby.

14 Section 2. Notices. Any notices to be given under this Resolution shall be in  
15 writing and may be transmitted by personal delivery or mail, registered or certified, postage  
prepaid. Mailed notices shall be addressed to the City of Colton at 650 North La Cadena  
16 Drive, Colton, California, 92324; and shall be addressed to employees at the address the  
employee has provided to the City. Notices delivered personally shall be deemed  
17 communicated as of the date of actual receipt. Mailed notices shall be deemed communicated  
as of the date the notice is postmarked.

18 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior  
19 resolutions or approved compensation and benefit documents for the employees in this  
Executive Group shall be deemed repealed to the extent inconsistent with this Resolution,  
20 including Resolution R-69-A-01 (Adopting Consolidated Compensation Resolution for the  
Executive Unit) and subsequent amendments thereto.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

Section 4. Certification. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of the date passed, approved and adopted.

**PASSED, APPROVED, AND ADOPTED** this 1st day of March, 2011.

\_\_\_\_\_  
David R. Zamora, Mayor

ATTEST:

\_\_\_\_\_  
Eileen C. Gomez, City Clerk

1  
2  
3 **CERTIFICATION**

4 I, Eileen C. Gomez, City Clerk of the City of Colton, do hereby certify that the foregoing  
5 Resolution No. R-10-11 was duly adopted by the City Council of the City of Colton at a regular  
6 meeting thereof, held on the 1st day of March, 2011 by the following vote of the City Council:

7 AYES: COUNCILMEMBERS:

8 NOES: COUNCILMEMBERS:

9 ABSTAIN: COUNCILMEMBERS

10 ABSENT: COUNCILMEMBERS:

11 In witness whereof, I have hereunto set my hand and affixed the official seal of the  
12 City of Colton, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

13 \_\_\_\_\_  
14 Eileen C. Gomez  
15 City Clerk

**RESOLUTION NO. R-11-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON  
GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED  
CONFIDENTIAL GROUP EMPLOYEES**

**WHEREAS**, the City of Colton (“City”) first created a combined compensation and benefits resolution for the “executive unit”, a group of unrepresented employees, by Resolution R-69A-01;

**WHEREAS**, the City has since amended the executive unit compensation and benefits package, most recently on 6-19-07;

**WHEREAS**, the City now desires to split-up the group of unrepresented employees into two groups of unrepresented employees – an executive group consisting of department-head level employees and a confidential group consisting of other employees who perform “confidential” functions as defined by Government Code Sections 3513 and 3562 – and establish a separate resolution governing elected officials; and

**WHEREAS**, this Resolution shall be for the Confidential Group of employees.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES  
HEREBY RESOLVE AS FOLLOWS:**

**ARTICLE I**

**GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS**

**Section 1. Title of Resolution.** This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.

**Section 2. Term of Resolution.** This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

**Section 3. Statement of Purpose.** This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Confidential Group employees.

**Section 4. Members of Confidential Group.** The Confidential Group is made up of employees holding the following positions in a full-time capacity:

Administrative Analyst(s)\*  
Chief Deputy City Clerk  
Deputy City Clerk  
Deputy Finance Director

1  
2  
3 Executive Assistant(s)\*  
4 Human Resources Analyst  
5 Human Resources Manager  
6 Principal Management Analyst(s)\*  
7 Records Manager

8  
9 \* If an Executive Assistant, Administrative Analyst or Principal Management Analyst is  
10 not specifically listed above (e.g. Human Resources Analyst), the employee holding the  
11 position shall be a member of the Confidential Group only if they are assigned to the City  
12 Manager, City Council or Human Resources departments and they perform "confidential"  
13 functions as defined by Government Code Sections 3513 or 3562.

14  
15 In addition, any other position created by the City Council and specifically designated  
16 by the City Council to be included in the Confidential Group shall be included, even before  
17 this Resolution is amended accordingly.

18  
19 Section 5. At-Will Employment; Agreements. Employees within the Confidential  
20 Group are at-will employees, and are subject to termination with or without cause or notice,  
21 and without right of appeal or hearing.

22  
23 Section 6. Management Rights; Working Hours/Days. The City and City Manager  
24 retain all management rights and have no meet and confer obligations with the Confidential  
25 Group. Within management rights, the City Manager reserves the right to change the work  
26 schedule, working hours, and working days of any Confidential Group employee. Such changes  
27 include requiring Confidential Group employees to work a 9/80 (i.e., alternating Fridays off) or  
Monday through Friday. A two-week notice will be provided prior to said change(s) being made.

28  
29 Section 7. Modified Schedules Effective July 1, 2011; Time Banks. All Confidential  
30 Group employees shall work a modified schedule effective July 1, 2011. The start time of  
31 each respective employee shall be one half (1/2) hour later than currently required. End time  
32 shall remain unchanged. For purposes of overtime, the work week shall remain 40 hours (e.g.,  
33 the first two (2) hours of overtime in any work week shall be paid at straight time). For  
34 employees in exempt classifications, the work week shall be redefined as thirty-eight (38)  
35 hours and the stated salary amounts for each classification shall be prorated accordingly.  
36 However, the hourly pay rates for these exempt employees that are used for calculating the  
37 "cash out" value of various benefits and that are reported to PERS will not be affected.

38  
39 All Confidential Group employees shall be credited with a twenty (20) hour time bank  
40 to be used as paid time off on the first pay period of the fiscal year. These hours must be used  
41 within the fiscal year credited and cannot be cashed-out upon termination of employment. If  
42 an employee has not used all hours by the end of the fiscal year, then the employee will only  
43 be credited in the next fiscal year with the number of hours that will bring the total number of  
44 hours in the time bank to twenty (20). In other words, the total number of hours in the time  
45 bank shall never exceed twenty (20) hours. In addition, the City retains the right at its  
46 discretion to require employees to take time off and use these "time bank" hours.

1  
2  
3 **ARTICLE II**  
4 **COMPENSATION**

5 Section 1. Salary Table; Salaries. The salary range for Confidential Group  
6 employees shall be as provided in the City's comprehensive salary table, as such table may be  
7 amended from time to time. The table was last adopted by the City Council on June 8, 2010 as  
8 part of Resolution R-32-10. The specific base salary to be paid to individual Confidential  
9 Group employees shall be set in accordance with applicable City policies and procedures.

10 Section 2. Administrative Analysts & Executive Assistants. The Administrative  
11 Analysts and Executive Assistants in the Confidential Group will be benchmarked to the  
12 Administrative Analysts and Executive Assistants, respectively, in the Mid Management Unit.  
13 When the Administrative Analysts and Executive Assistants in the Mid Management Unit  
14 receive salary increases, the same increases shall be applied to the Administrative Analysts and  
15 Executive Assistants in the Confidential Group. In addition, the Executive Assistant to the  
16 City Council will be paid at minimum of ten percent (10%) above the other Executive  
17 Assistants in the Confidential Group.

18 Section 3. Acting Pay. Any Confidential Group employee assigned to work in a  
19 higher classification for a period of thirty-nine (39) consecutive work hours or more, shall  
20 receive compensation from the first hour until the assignment is completed. The acting pay  
21 compensation shall be equal to the same step of the acting position's pay range or five  
22 percent (5%) of their base salary, whichever is higher. Regularly scheduled holidays shall  
23 be counted as "work hours" for the purpose of qualifying for acting pay only. All other  
24 leave hours shall not count as "work hours" for the purpose of qualifying for acting pay.  
25 Administrative Policy 4.05.170 shall be followed with only the proscribed pay increase, and  
26 no increase in benefits provided to an Confidential Group employee in acting pay status.

27 Acting appointments shall be made based on the needs of the City. Appointees shall  
meet the minimum qualifications for the position whenever possible. If they do not, it will  
be clearly noted on their Personnel Action Form (PAR) that their acting appointment does  
not automatically qualify them for any future recruitment to fill such position on a regular  
basis. Eligible Employees' experience and job knowledge shall be given major consideration  
before an appointment is made.

Section 4. Bilingual Pay. The City agrees to pay fifty dollar (\$50) per month  
(twenty-five (\$25) to be paid on the first two pay periods of the month) to Confidential Group  
employees who successfully complete a bilingual examination and who have been approved  
by the City Manager. When the skill is no longer needed, the employee is not required to use  
it, or ceases to possess it, the Department Director shall terminate the bilingual compensation  
by written notice to the Human Resources Manager and employee. The Human Resources  
Manager may also terminate the bilingual compensation if he/she makes a like determination,  
and shall notify the Department Director. The bilingual pay is tied to the position rather than  
the individual employee, and will terminate if the employee moves to a new position.

1  
2  
3 **ARTICLE III**  
**BENEFITS**

4 Section 1. Retirement – PERS. The City shall provide Confidential Group  
5 employees with retirement benefits, as currently specified under the city’s applicable contracts  
6 with the Public Employees’ Retirement System (PERS). Benefits shall include:

6 Employees hired before PERS’ Two-Tier Plan Amendment  
7 2.7% at age 55 formula  
8 One year final compensation  
9 Military buyback

8 Employees hired after PERS’ Two-Tier Plan Amendment  
9 2.5% at age 55 formula for other eligible employees  
10 One year final compensation  
11 Military buyback

11 Section 2. Retirement – Employee Contributions. Effective the first pay period  
12 following March 1, 2011, Confidential Group employees shall pay the full amount of the  
13 employee’s contribution to PERS (currently, eight percent (8%) for “miscellaneous”  
14 members).

14 Notwithstanding the foregoing, if before July 1, 2012 the City approves or adopts a  
15 memorandum of understanding with any bargaining unit of the City that does not include a  
16 requirement that each employee pay its full employee contribution to PERS (e.g. 8% for  
17 “miscellaneous” members or 9% for “safety” members), the City shall once again pay four  
18 percent (4%) of the “miscellaneous” members’ employee contributions on a prospective basis  
19 from the date of approval or adoption of the memorandum of understanding.

17 Section 3. Retirement – PERS Forth Level Survivor Benefit. The City will provide  
18 PERS 1959 Forth Level Survivor benefits to all Confidential Group miscellaneous employees,  
19 as set forth in Sections 21571 - 21583 of the Government Code.

19 Section 4. Retirement – Retiree Medical.

20 A. Effective October 1, 2003, Confidential Group employees who retire,  
21 with either a service or disability retirement, from City employment may, at the retiree's  
22 discretion, choose to enroll in any available City-provided health insurance plan. Employees  
23 who retire shall be eligible for City-paid medical insurance coverage until eligible for  
24 Medicare based on the formula set forth below. Upon becoming eligible for Medicare, the  
25 employee may maintain medical insurance with the City by paying one hundred percent  
26 (100%) of his/her premium and any related spouse or dependent\* premium. If the retiree is  
27 ineligible for Medicare benefits, the City will continue to pay the premiums under the formula  
set forth below, provided the employee remains eligible for coverage under the City-provided  
health insurance plan. The retiree is responsible for any portion of the health care premium

(including any applicable spouse or dependent coverage) not covered by this formula. Participation in any health insurance plan, whether at the City's or the employee's expense, is subject to any rules and conditions imposed by the carrier, as well as contingent upon the carrier's approving the enrollment of the retiree and any applicable spouse or dependent. Further, the retiree, spouse or dependent shall be financially responsible for complying with any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the following:

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
5	40%	18	66%
6	42%	19	68%
7	44%	20	70%
8	46%	21	72%
9	48%	22	74%
10	50%	23	76%
11	52%	24	78%
12	54%	25	80%
13	56%	26	82%
14	58%	27	84%
15	60%	28	86%
16	62%	29	88%
17	64%	30	90%

B. The retiree may use the allotted dollar amount to purchase medical insurance for himself or herself and their legal dependents. The percentage is based on the monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate in future years based on the Cafeteria Plan allowance determined by City Council. However, the dollar amount will never go below the amount the employee will receive when he/she retires.

C. In the event the retiree and/or dependent premium exceed the allowance amount per the above schedule/formula, the retiree shall be billed for and must pay the excess/difference on a monthly basis. If the retiree fails to remit payment within 60 days after the billing date, enrollment in the city's plan shall be permanently cancelled for the retiree and any related spouse and dependents.

D. In the event the retiree moves out of state to an area where the city's health insurance carriers do not provide coverage, the retiree must show proof of health insurance coverage and payment of monthly premiums before reimbursement, subject to the aforementioned formula limits.

1  
2 E. If the premium cost is less than the amount allocated by the formula, the  
3 retiree does not receive the difference. Additionally, there is no opt-out money paid to the  
4 retiree.

5 F. In the event that the city reduces the cafeteria plan allowance, retirees  
6 will not receive an amount of premium dollars that is less than their allowance at the time of  
7 the reduction.

8 G. The retiree will provide the city with all documentation required for any  
9 qualifying event, in a timely manner, but never beyond thirty (30) days of said event.

10 H. Surviving Spouse and Dependent Coverage in the Event of Death of the  
11 Retiree. In the event of the death of the retiree who is survived by a spouse or legal dependent,  
12 enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue  
13 to provide health coverage subject to the aforementioned schedule/formula, subject to other  
14 terms and conditions that apply to the Medicare age excess billing, relocation, premiums, etc.

15 \* Dependents are defined as spouse and/or any qualified legal dependent.

16 Section 5. Retirement – Social Security. In the event the City and its employees  
17 are required to participate in the Federal Social Security Program, the contribution designated  
18 by law to be the responsibility of the employee shall be paid in full by the employee and the  
19 City shall not be obligated to pay or "pick up" any portion thereof.

20 Section 6. Medicare. Confidential Group employees hired by the City on or after  
21 April 1, 1986 shall be required to pay the designated employee contribution to participate in  
22 the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such  
23 contributions.

24 Section 7. Health Insurance. Effective January 1, 2004, the city converted to a  
25 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Confidential Group  
26 employees will receive a monthly allowance of nine hundred and ninety dollars (\$990) from  
27 which they can choose health insurance, dental insurance and vision. In addition,  
supplemental insurance opportunities will be provided in order for employees to purchase  
supplemental medical insurance and childcare coverage through pre-tax dollars.

The cafeteria allowance is established by the City Council. Any changes made to the  
cafeteria allowance shall be provided to the Confidential Group employees, as is required  
under IRS Section 125 rules and regulations.

On January 1, 2006, the maximum differential provided to the employee may cap out at  
\$500.

In those instances where the employee's medical insurance premium is less than the City's  
monthly contribution, the difference between said cafeteria dollar amounts shall be provided in

1  
2 the form of a bi-monthly cash disbursement (payable 24 times per year). Cash disbursement to  
3 the employee is subject to tax, pursuant to the tax codes.

4 Section 8. Long-Term Disability Insurance. The City shall provide Confidential  
5 Group employees, with the exception of any safety positions, a long-term disability program.  
6 The terms of the plan shall be more fully set forth in the plan documents; however, effective  
7 November 1, 2003, it shall provide for up to five years of coverage at 66 – 2/3% of the first  
8 \$7,000 of the employee’s base salary, reduced by any deductible benefits. The elimination  
9 period is defined as the first 30 calendar days of each period of total disability. The employee  
10 may choose to supplement the disability allowance with accumulated paid leave, up to a  
11 maximum of 100% of base salary including the disability allowance. However, should the  
12 employee elect to use sick leave, the equivalent dollar value shall be deducted from the  
13 disability allowance.

14 Section 9. Tuition Reimbursement. All Confidential Group employees may be  
15 reimbursed up to two thousand five hundred dollars (\$2,500) per employee, per fiscal year, for  
16 one hundred percent (100%) of tuition and textbook costs, so long as funds are available. Such  
17 expenditure must enhance furtherance of City or continuing educational goals. Requests for  
18 such reimbursement must be approved by the City Manager after the successful completion of  
19 the course. The educational development shall not be considered as time actually worked for  
20 purposes of computing overtime, and normally shall not occur during regular work hours  
21 unless approved in advance by the City Manager.

22 Section 10. Annual Physical Examination/Medical Reimbursement. The City shall  
23 provide an annual (fiscal year) physical allowance of five hundred dollars (\$500) to  
24 Confidential Group employees, to include reimbursement for non-covered medical, dental, or  
25 vision expenses and/or deductibles for employee and covered dependents.

26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
**ARTICLE IV**  
**LEAVES**

101 Section 1. Administrative Leave. Each Confidential Group employee shall receive  
102 eighty (80) hours annual administrative leave per fiscal year. An employee may not carry-over  
103 unused leave from year to year. However, at the end of each fiscal year, employees may elect  
104 to have the City buy back up to forty (40) hours of unused administrative leave. The cash  
105 value shall be computed as the hourly equivalent of the employee’s base salary at the time of  
106 cash-out.



1  
2  
3 Vacation shall not be taken during the first six months of service. Vacations shall be  
4 taken at times determined by the Department Director with due regard for the wishes of the  
employee and for the needs of the service.

5 In the event one or more City holidays fall within an annual vacation leave, such  
6 holidays shall not be charged as vacation leave and the vacation leave shall be extended  
accordingly.

7 No person shall be permitted to work for compensation for the City during his/her  
8 vacation, except with prior approval of the City Manager.

9 Section 4. Vacation Leave – Buy Back. At the end of each fiscal year,  
Confidential Group employees may elect to have the City buy back up to forty (40) hours of  
10 vacation leave, provided a minimum of one hundred (100) hours is retained after buy back.  
The cash value shall be computed as the hourly equivalent of the employee's base salary at the  
time of cash-out.

11 Section 5. Holiday Leave. Each Confidential Group employee working regularly  
12 scheduled 4/10 hour days shall receive the following ten (10) hour holidays, unless otherwise  
noted:

13 New Year's Day  
14 Martin Luther King's Birthday  
15 Presidents' Day  
16 Memorial Day  
17 Independence Day  
18 Labor Day  
19 Columbus Day  
Veterans' Day (to be observed on second Monday in November)  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

20 In addition, Confidential Group employees shall receive twenty (20) floating holiday  
hours, accrued each fiscal year on the first payroll period in July.

21 For employees working a 4/10 work schedule, if Christmas Eve, New Year's Eve,  
22 Christmas Day or New Year's Day fall on a regularly scheduled day off, ten (10) hours shall  
be added to the floating holiday bank to be used by December 31<sup>st</sup> of the following year,  
23 except for New Year's Day which will be used by the end of that year.

24 For employees working a 4/10 work schedule, when one of the fixed holidays falls on a  
Friday, the preceding Thursday shall be treated as a paid holiday; when a holiday falls on a  
25

1  
2 Saturday, ten (10) hours shall be added to the employee's floating holiday bank; when a  
3 holiday falls on a Sunday, the following Monday shall be treated as a paid holiday.

4 Employees working regularly scheduled eight (8) hour days will receive eight (8) hours  
5 pay when taking Christmas Eve or New Year's Eve off, and two (2) hours will be added to  
6 their floating holiday bank to be used the same as stated above. If Christmas Eve or New  
Year's Eve fall on a regularly scheduled day off, ten (10) hours shall be added to the floating  
holiday bank to be used the same as stated above.

7 Section 6. Sick Leave - Accrual. All Confidential Group employees shall accrue  
8 sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave  
9 shall not be considered as a privilege, which an employee may use at his/her discretion, but  
shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave  
shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There  
shall be no limit on the amount that can be accumulated.

10 Section 7. Sick Leave - Reports. In order to receive compensation while absent on  
11 sick leave, the employee shall notify his/her immediate superior prior to or within four (4)  
12 hours after the time set for beginning his/her daily duties, or as may be specified by the City  
13 Manager. When absence is for more than three (3) work days, the employee shall file a  
physician's certificate or a personal affidavit with the City Manager, stating the cause of the  
absence.

14 Section 8. Sick Leave - Family Attendance. Employees shall have the option of  
15 using sick leave for attendance to family members, in an amount not to exceed the amount of  
16 six (6) months sick leave accrual, or the employee may elect to take leave without pay for  
attendance to family members. Family members include the employee's father, father-in-law,  
17 mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband,  
child, step-child, grandparent, grandchild or domestic partner.

18 Section 9. Sick Leave - Accumulated Hours at Termination. Except as otherwise  
19 herein stated, accumulated sick leave is lost when the employee is terminated. In no event  
20 shall employees who have not worked for the City as regular paid employees for more than  
five (5) years be entitled to use sick leave to defer termination of their employment by the  
City, nor shall they be compensated for sick leave upon such termination for any reason,  
including, but not limited to, retirement.

21 An employee who is granted a service or disability retirement or otherwise is  
22 terminated from employment for any reason shall be compensated for a certain percentage of  
his/her accumulated unused sick leave (if and only if he/she has at least five (5) years of  
23 regular paid City service) by payment in a lump sum. That sum is determined as follows: The  
number of hours of sick leave accrued, multiplied by the hourly equivalent of the employee's  
base salary at the time of retirement or termination, multiplied by a percentage as follows:

If employed more than five (5) years, but less than ten (10)	10%
If employed ten (10) years, but less than fifteen (15)	25%

If employed fifteen (15) years, but less than twenty (20) 50%  
 If employed twenty (20) years or more 75%

**Section 10. Sick Leave – Buy Back.** At the end of each fiscal year, Confidential Group employees may elect to have the City buy back sick leave subject to the following requirements:

A. The cash value shall be computed as the hourly equivalent of the employee’s base salary at the time of cash-out;

B. The employee must have a minimum number of years of service with the City and a certain minimum number of hours must be retained after buy back; and

C. The following number of hours may be bought back on a fiscal year basis:

Min. Years Of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
3	20	100
4	30	200
5	40	300
6	50	400
7	60	500
8	70	600
9	80	700
10	90	800
11	100	900
12	120	1,000

**Section 11. Bereavement Leave.** Two (2) occurrences of up to forty (40) hours per occurrence and a maximum of two (2) occurrences per fiscal year may be taken by Confidential Group employees with pay as bereavement leave. Such leave may be used in the case of the death of the eligible employee’s father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

**Section 12. Medical Leave.** A medical leave of absence is defined as an approved medical leave for regular full-time employees who have exhausted accrued sick leave and requested leave of absence without pay. Employees on leave of absence without pay for more than three (3) consecutive months due to an industrial injury are eligible for the benefits described below. Employees on an approved medical leave of absence shall continue to receive City paid health, dental, life and long-term disability insurance, provided they remain

1  
2 in paid status for a minimum of eighty (80) hours in each calendar month. Any combination of  
3 accumulated vacation, holiday, administrative leave, or compensatory time may be utilized in  
4 order to achieve the eighty (80) hour requirement. Accrual of leave while on medical leave of  
5 absence shall be pro-rated based on the number of compensable hours paid during each pay  
6 period. Workers' compensation and disability payments may not be applied towards this  
7 eighty (80) hour minimum.

8 No health credit will be paid to an employee while on medical leave of absence.

9 If an employee on medical leave of absence is not in paid status for at least eighty (80)  
10 hours in any month, City contribution towards the above-mentioned benefit programs will be  
11 suspended beginning the following month for the duration of the leave of absence. In this  
12 case, the employee may continue coverage under the City sponsored programs by making the  
13 full premium payments to the Finance Department by the last working day of the month  
14 preceding the month for which coverage is desired. In no event will insurance premiums be  
15 pro-rated.

16 Section 13. Insurance Premiums/Industrial Injury. The City will pay the insurance  
17 premiums for full-time employees on leave of absence without pay due to industrial injury.  
18 Payment of insurance premiums will include health, dental, life and optical.

## 19 ARTICLE V

### 20 NEPOTISM

21 Section 1. Nepotism Policy. This policy applies to all City employees, appointed  
22 officials, and elected officials, and includes any relative defined as father, father-in-law, step-  
23 father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother,  
24 brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child,  
25 foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt,  
26 uncle, domestic partner and other relatives or employees living in the same household.

27 For purposes of this policy, 'immediate family' includes the applicant's or employee's  
spouse and any lineal descendants of the applicant or employee or of the applicant's or  
employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of  
August 7, 2001. Applicants will not be hired and employees will not be promoted into any  
position where the result would be that one person would:

A. Be supervised by or be in the chain of command of a relative.

B. Participate in making, or advising on, employment decisions concerning  
a relative. For purposes of this policy, employment decisions shall be defined as those  
affecting hiring, promotion or discipline.

1  
2  
3 C. Be employed in the same department as a relative if, for reasons of  
supervision, morale, safety or security, it is determined that the work involves potential  
4 conflicts of interest.

5 D. Be in one of the following or have a member of the applicant's or the  
employee's immediate family in one of the following positions: City Manager, Department  
6 Director or member of the City Council.

7 If a permanent, full-time employee is denied a promotion or transfer under this policy,  
the employee may appeal such action to the City Manager within three (3) business days of the  
8 date the employee receives written notification of said action. Such appeal shall be submitted  
in writing, stating the reason(s) that the employment decision should be rescinded. The parties  
9 shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and  
binding with no further administrative appeal rights.

10  
11 **ARTICLE VI**  
**MISCELLANEOUS TERMS**

12 Section 1. Severability. If any provision of this Resolution, or the application of  
such provision to any person or circumstance, shall be held invalid, the remainder of this  
13 Resolution, or the application of such provision to persons or circumstances other than those as  
to which it is held invalid, shall not be affected thereby.

14 Section 2. Notices. Any notices to be given under this Resolution shall be in  
15 writing and may be transmitted by personal delivery or mail, registered or certified, postage  
prepaid. Mailed notices shall be addressed to the City of Colton at 650 North La Cadena  
16 Drive, Colton, California, 92324; and shall be addressed to employees at the address the  
employee has provided to the City. Notices delivered personally shall be deemed  
17 communicated as of the date of actual receipt. Mailed notices shall be deemed communicated  
as of the date the notice is postmarked.

18 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior  
19 resolutions or approved compensation and benefit documents for the employees in this  
Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution,  
20 including Resolution R-69-A-01 (Adopting Consolidated Compensation Resolution for the  
Executive Unit) and subsequent amendments thereto, and Resolution R-114-07.



1  
2  
3 **CERTIFICATION**

4 I, Eileen C. Gomez, City Clerk of the City of Colton, do hereby certify that the foregoing  
5 Resolution No. R-10-11 was duly adopted by the City Council of the City of Colton at a regular  
6 meeting thereof, held on the 1st day of March, 2011 by the following vote of the City Council:

7 AYES: COUNCILMEMBERS:  
8 NOES: COUNCILMEMBERS:  
9 ABSTAIN: COUNCILMEMBERS  
10 ABSENT: COUNCILMEMBERS:

11 In witness whereof, I have hereunto set my hand and affixed the official seal of the  
12 City of Colton, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

13 \_\_\_\_\_  
14 Eileen C. Gomez  
15 City Clerk  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**RESOLUTION NO. R-20-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON  
GOVERNING COMPENSATION AND BENEFITS OF  
ELECTED OFFICIALS**

**WHEREAS**, the City of Colton (“City”) first created a combined compensation and benefits resolution for the “executive unit”, a group of unrepresented employees, by Resolution R-69A-01;

**WHEREAS**, the City has since amended the executive unit compensation and benefits package, most recently on 6-19-07;

**WHEREAS**, the City now desires to split-up the group of unrepresented employees into two groups of unrepresented employees – an executive group consisting of department-head level employees and a confidential group consisting of other employees who perform “confidential” functions as defined by Government Code Sections 3513 and 3562 – and establish a separate resolution governing elected officials;

**WHEREAS**, this Resolution shall be for the Elected Officials; and;

**WHEREAS**, this Resolution does not govern the compensation of the Mayor and Council Members, which is governed by Colton Municipal Code Chapter 2.12.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES  
HEREBY RESOLVE AS FOLLOWS:**

**ARTICLE I**

**GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS**

**Section 1. Title of Resolution.** This Resolution shall be known as the Compensation and Benefits Resolution for Elected Officials of the City of Colton.

**Section 2. Term of Resolution.** This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

**Section 3. Statement of Purpose.** This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Elected Officials.

**Section 4. Elected Officials.** The Elected Officials governed by this Resolution shall include those persons occupying the following elected positions, whether elected or appointed in accordance with applicable law:

Mayor  
Council Members

1  
2  
3 City Clerk  
City Treasurer

4 Section 5. Dual Roles – Decline of Benefits. If an Elected Official also occupies  
5 another position with the City (e.g. elected City Clerk who is also hired as Records Manager)  
6 or is a retiree from the City, he or she may receive all benefits from each role, but shall not  
7 receive duplicate benefits from the dual roles.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**ARTICLE II**  
**COMPENSATION**

Section 1. Mayor and Council Members Compensation - Not Governed by this  
Resolution. Compensation for the Mayor and Council Members is governed by Colton  
Municipal Code Sections 2.12.050 and 2.12.030 respectively.

Section 2. City Clerk and City Treasurer Base Compensation - Not Governed by  
this Resolution. The base compensation for the City Clerk and City Treasurer is governed by  
Colton Municipal Code Sections 2.12.010 and 2.12.020 respectively.

Section 3. City Treasurer De La Torre - Supplemental Compensation. Colton  
Municipal Code Section 2.12.020 authorizes the City Council to provide, by resolution,  
supplemental compensation to the City Treasurer for performing additional responsibilities.  
The present City Treasurer, Aurelio De La Torre, will be performing additional services as  
follows: (a) conducting random audits of accounts payable weekly warrant register and  
related back-up; (b) reviewing and approving all travel expenses relating to the City  
Council office; (c) handling any appeals related to the p-card program; (d) conducting  
random audits of p-card and cell phone payments, and meeting with department heads to  
resolve any issues; (e) assisting the City Manager's office with coordination of the City-wide  
management audit, as recommended by the City Manager; (f) in the absence of the Purchasing  
Manager, assisting the Finance Director with contract negotiations where applicable.  
Accordingly, the supplemental salary for City Treasurer Aurelio De La Torre shall be fixed  
at two thousand dollars (\$2,000) per month, in addition to the sum provided by Colton  
Municipal Code Section 2.12.020, for a combined salary of two thousand two hundred and  
twenty-five dollars (\$2,225) per month effective January 1, 2007. The supplemental salary  
for the City Treasurer is specifically allocated in compensation for the additional tasks  
noted above. Should the City Treasurer cease to perform such activities, the City may  
choose to reduce or delete the City Treasurer's supplemental salary. The supplemental  
compensation is also specifically authorized for the performance of City Treasurer Aurelio De  
La Torre. Supplemental compensation shall not be provided to subsequent City Treasurers, unless so  
authorized by the City Council.

Section 4. Redevelopment Stipend – Not Governed by this Resolution. The thirty  
dollar (\$30) per meeting stipend authorized by Health & Safety Code Section 33114.5 is  
governed by Redevelopment Agency Resolution No 4076 adopted on February 17, 1981.

1  
2  
3 **ARTICLE III**  
4 **BENEFITS**

5 Section 1. Retirement – PERS. The City shall provide Elected Officials with  
6 retirement benefits, as currently specified under the city’s applicable contracts with the Public  
7 Employees’ Retirement System (PERS). Benefits shall include:

8 Officials First Elected before PERS’ Two-Tier Plan Amendment

9 2.7% at age 55 formula

10 One year final compensation

11 Military buyback

12 Officials First Elected after PERS’ Two-Tier Plan Amendment

13 2.5% at age 55 formula for other eligible employees

14 One year final compensation

15 Military buyback

16 Section 2. Retirement – Employee Contributions. Effective the first pay period  
17 following March 1, 2011, Elected Officials shall pay the full amount of the employee’s  
18 contribution to PERS (currently, eight percent (8%) for “miscellaneous” members).

19 Section 3. Retirement – PERS Fourth Level Survivor Benefit. The City will  
20 provide PERS 1959 Fourth Level Survivor benefits to all Elected Officials as miscellaneous  
21 employees, as set forth in Sections 21571 - 21583 of the Government Code.

22 Section 4. Retirement – Retiree Medical. Pursuant to Resolution 91-96, Elected  
23 Officials are not entitled to retiree medical benefits under Resolution 115-91 if first elected on  
24 or after August 20, 1996. If first elected prior to August 20, 1996, such benefits are to be  
25 provided if such officials met the requirements of Resolutions 115-91 and 91-96, including  
26 retiring from City service under applicable PERS rules and regulations.

27 Section 5. Retirement – Social Security. In the event the City and its employees  
are required to participate in the Federal Social Security Program, the contribution designated  
by law to be the responsibility of the employee shall be paid in full by the Elected Officials  
and the City shall not be obligated to pay or “pick up” any portion thereof.

Section 6. Medicare. On or after April 1, 1986, Elected Officials shall be required  
to pay the designated employee contribution to participate in the Medicare Program, and the  
City shall be under no obligation to pay or “pick up” any such contributions.

Section 7. Mayor and Council Members Auto Allowance - Not Governed by this  
Resolution. The Auto Allowance for the Mayor and Council Members is governed by Colton  
Municipal Code Sections 2.12.050 and 2.12.030 respectively.





1  
2  
3 **ARTICLE VI**  
**MISCELLANEOUS TERMS**

4 Section 1. Severability. If any provision of this Resolution, or the application of  
5 such provision to any person or circumstance, shall be held invalid, the remainder of this  
6 Resolution, or the application of such provision to persons or circumstances other than those as  
7 to which it is held invalid, shall not be affected thereby.

8 Section 2. Notices. Any notices to be given under this Resolution shall be in  
9 writing and may be transmitted by personal delivery or mail, registered or certified, postage  
10 prepaid. Mailed notices shall be addressed to the City of Colton at 650 North La Cadena  
11 Drive, Colton, California, 92324; and shall be addressed to employees at the address the  
12 employee has provided to the City. Notices delivered personally shall be deemed  
13 communicated as of the date of actual receipt. Mailed notices shall be deemed communicated  
14 as of the date the notice is postmarked.

15 Section 3. Repeal of Prior Resolutions. By adoption of this Resolution, the  
16 following Resolutions shall be deemed repealed: R-163-06 (City Treasurer Supplemental  
17 Salary); R-56-09 (Temporary Reduction in City Treasurer Supplemental Salary for 09-10 FY);  
18 Resolution R-69-A-01 (Adopting Consolidated Compensation Resolution for the Executive  
19 Unit) and subsequent amendments thereto; Resolution R-24-99 (City Council Auto  
20 Allowance) upon the effective date of Ordinance O-01-11; and Resolution R-63-97 (City Clerk  
21 & City Treasurer Auto Allowance).

22 Section 4. Certification. The City Clerk shall certify as to the adoption of this  
23 Resolution, and it shall be effective as of the date passed, approved and adopted.

24 **PASSED, APPROVED, AND ADOPTED** this 1st day of March, 2011.

25  
26 \_\_\_\_\_  
David R. Zamora, Mayor

27 ATTEST:

\_\_\_\_\_  
Eileen C. Gomez, City Clerk

1  
2  
3 **CERTIFICATION**

4 I, Eileen C. Gomez, City Clerk of the City of Colton, do hereby certify that the foregoing  
5 Resolution No. R-20-11 was duly adopted by the City Council of the City of Colton at a regular  
6 meeting thereof, held on the 1st day of March, 2011 by the following vote of the City Council:

7 AYES: COUNCILMEMBERS:

8 NOES: COUNCILMEMBERS:

9 ABSTAIN: COUNCILMEMBERS

10 ABSENT: COUNCILMEMBERS:

11 In witness whereof, I have hereunto set my hand and affixed the official seal of the  
12 City of Colton, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

13 \_\_\_\_\_  
14 Eileen C. Gomez  
15 City Clerk  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



1        Section 1.     City Council Members. Section 2.12.030 of the Colton Municipal Code is  
2 hereby deleted in its entirety and restated to read as follows:

3                    **"2.12.030     City Council Members.**

4                    The salary of each member of the city council is fixed at four  
5 hundred dollars (\$400) per month. In addition, each member of the  
6 City council shall receive an auto allowance of two hundred and  
twenty dollars (\$220) per month."

7        Section 2.     Mayor. Section 2.12.050 of the Colton Municipal Code is hereby deleted  
8 in its entirety and restated to read as follows:

9                    **"2.12.050     Mayor.**

10                   The salary of the mayor of the city is fixed at four hundred dollars  
11 (\$400) per month. In addition, the mayor shall receive an auto  
allowance of two hundred and twenty dollars (\$220) per month"

12        Section 3.     Severability. If any provision of this Ordinance or the application thereof  
13 to any person or circumstance is held invalid, such invalidity shall not affect other provisions or  
14 applications of the Ordinance which can be given effect without the invalid provision or  
15 application, and to this end the provisions of this Ordinance are severable. The City Council  
hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any  
particular portion thereof.

16        Section 4.     Effective Date. This Ordinance shall become effective thirty (30) days  
17 after its adoption, in accordance with the provisions of California law, but the Mayor and City  
Council will voluntarily reduce their auto allowances effective March 1, 2011.

18        Section 5.     The City Clerk shall certify to the passage of this Ordinance and shall  
19 cause the same or a summary thereof to be published in accordance with California law.

20                    **PASSED, APPROVED, AND ADOPTED, this 15th day of March, 2011.**

21  
22                    \_\_\_\_\_  
David R. Zamora, Mayor

23                    ATTEST:

24  
25  
26                    \_\_\_\_\_  
Eileen C. Gomez, City Clerk

1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO) ss.  
3 CITY OF COLTON )

4 I, EILEEN C. GOMEZ, City Clerk of the City of Colton, do hereby certify that foregoing  
5 Ordinance No. O-01-11 was duly and regularly adopted by the City Council of the City of Colton  
6 at a regular meeting thereof on the 15th day of March, 2011 and that the same was passed and  
adopted by the following vote, to wit:

7 AYES:  
8 NOES:  
9 ABSENT:  
10 ABSTAIN:

11 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of  
12 the City of Colton, California, this \_\_\_\_ day of \_\_\_\_\_, 2011.

13 \_\_\_\_\_  
14 Eileen C. Gomez, City Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUMMARY**

On March 16, 2011, the Colton City Council will consider adopting an ordinance amending Sections 2.12.030 and 2.12.050 of the Colton Municipal Code to memorialize a reduced auto allowance for City Council Members and the Mayor. A certified copy of the full text of this proposed Ordinance is posted in the City Clerk's Office.

The City Council meets at 6:00 p.m. in the Council Chambers in the Colton City Hall, located at 650 North La Cadena Drive, Colton, California, 92324. The City Clerk's office is located in City Hall near the Council Chambers.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-14-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE POLICE OFFICER ASSOCIATION.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Police Officer Association.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-15-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE POLICE MANAGEMENT ASSOCIATION.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Police Management Association.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-16-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE MID MANAGER UNIT.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Mid Manager Unit.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-17-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE GENERAL UNIT.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the General Unit.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-18-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE EXECUTIVE UNIT.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Executive Unit.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-19-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE CONFIDENTIAL UNIT.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Confidential Unit.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. R-23-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A CHANGE IN THE PAYING AND REPORTING OF THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE ELECTED OFFICIALS.**

**WHEREAS**, the governing body of the City of Colton has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

**WHEREAS**, the governing body of the City of Colton has amended its written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

**WHEREAS**, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Colton of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); pursuant to CCR title 2 section 571(a)(1).

**WHEREAS**, the governing body of the City of Colton has identified the following conditions for the purpose of amending its election to pay EPMC;

- This benefit shall apply to all employees of the Elected Officials.
- This benefit shall consist of paying 0% of the normal contributions as EPMC, and reporting the same percent of compensation earnable as additional compensation.
- The effective date of this Resolution shall be March 1, 2011.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the City of Colton elects to pay and report the value of EPMC, as set forth above.

1 **PASSED, APPROVED and ADOPTED** this 1<sup>st</sup> day of March, 2011.

2  
3 DAVID R. ZAMORA, MAYOR

4 ATTEST:

5  
6 EILEEN GOMEZ, City Clerk

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28