

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COLTON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 47
WATER AND WASTEWATER DIVISIONS

TERM
January 1, 2021 – December 31, 2024

TABLE OF CONTENTS

ARTICLE I	EMPLOYER-EMPLOYEE RELATIONS	5
SECTION 1:	RECOGNITION	5
SECTION 2:	SCOPE OF REPRESENTATION	5
SECTION 3:	UNION MEMBERSHIP	5
SECTION 4:	DISCIPLINARY ACTION APPEALS PROCESS.....	5
	DISCIPLINE APPEAL PROCEDURE (DISCIPLINARY SUSPENSIONS, DEMOTIONS AND DISMISSALS)	6
SECTION 5:	UNION LEAVE	6
SECTION 6:	PARITY LANGUAGE.....	6
SECTION 7:	MANAGEMENT RIGHTS	7
SECTION 8:	CONTRACT NEGOTIATIONS	7
SECTION 9:	CONTRACT BAR.....	7
SECTION 10:	LABOR/MANAGEMENT COMMITTEE	7
SECTION 11:	PERFORMANCE EVALUATIONS.....	8
SECTION 12:	NEW EMPLOYEE ORIENTATION	8
ARTICLE II	COMPENSATION	9
SECTION 1:	SALARY	9
SECTION 1A:	HAZARD PAYMENTS	10
SECTION 2:	OVERTIME.....	10
	OVERTIME PAY.....	10
	COMPENSATORY TIME.....	11
	OVERTIME AUTHORIZATION.....	11
	TRAINING TIME.....	11
	CITY VEHICLE USE	11
	CALL BACK PAY.....	12
	STANDBY PAY	12
	REST PERIOD	12
SECTION 3:	ACTING PAY	13
SECTION 4:	RECLASSIFICATION LANGUAGE.....	14
SECTION 5:	BILINGUAL PAY.....	14
SECTION 6:	SOCIAL SECURITY	14
SECTION 7:	MEDICARE	14
SECTION 8:	INCENTIVE PAY	14
SECTION 9:	SHIFT DIFFERENTIAL	15
ARTICLE III	FRINGE BENEFITS	15
SECTION 1:	HEALTH INSURANCE	15
SECTION 2:	RETIREEES' HEALTH INSURANCE PARTICIPATION	16
SECTION 3:	RETIREMENT BENEFITS	17
SECTION 4:	TERM LIFE INSURANCE.....	17
SECTION 5:	SHORT TERM AND LONG TERM DISABILITY	18
SECTION 6:	TUITION REIMBURSEMENT	18
SECTION 7:	UNIFORMS.....	18
SECTION 8:	BOOT/SHOE ALLOWANCE.....	19

SECTION 9:	CLASS "A" OR "B" DRIVER'S LICENSE.....	19
SECTION 10:	MECHANICS TOOLS.....	19
ARTICLE IV	LEAVES	19
SECTION 1:	VACATIONS	19
	ACCRUAL	19
	USE.....	20
	VACATION SELL BACK.....	20
	ACCUMULATED TIME AT TERMINATION OF EMPLOYMENT	20
SECTION 2:	HOLIDAYS.....	20
SECTION 3:	SICK LEAVE	21
	ACCRUAL	21
	SICK LEAVE REPORTS.....	22
	FAMILY ATTENDANCE	22
	SICK LEAVE SELL BACK	22
	ACCUMULATED SICK LEAVE AT TERMINATION OF EMPLOYEE...	22
SECTION 4:	BEREAVEMENT LEAVE	23
SECTION 5:	INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS	23
SECTION 6:	MEDICAL LEAVE OF ABSENCE.....	23
ARTICLE V	WORKING CONDITIONS.....	24
SECTION 1:	SHIFT CHANGE.....	24
SECTION 2:	EMERGENCY MEAL PERIODS	24
SECTION 3:	INCLEMENT WEATHER.....	25
SECTION 4:	NEPOTISM POLICY	25
SECTION 5:	LAYOFF POLICY	26
	DEFINITION.....	26
	NOTIFICATION	26
	ORDER OF LAYOFF	26
	EXCEPTION TO ORDER OF LAYOFF.....	27
	EMPLOYEE RIGHTS WHILE ON LAYOFF	27
	RETRAINING	27
SECTION 6:	LIGHT DUTY POLICY	27
	PURPOSE.....	27
	POLICY	27
	PROCEDURE.....	28
	EXCLUSION	29
SECTION 7:	REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY.....	29
	POLICY ON DRUG AND ALCOHOL-FREE WORKPLACE	29
	COMMITMENT.....	29
	PURPOSE.....	29
	RULES.....	29
	CATEGORIES AND METHODS OF TESTING.....	31
	EMPLOYEES SUBJECT TO TESTING.....	31
	SUBSTANCES FOR WHICH TESTING WILL OCCUR.....	31
	SUBSTANCE TESTING PROCEDURES	32

	REHABILITATION PROGRAM.....	33
	DISCIPLINARY ACTION	34
	MANAGEMENT/SUPERVISORY RESPONSIBILITIES.....	34
	SUBSTANCE ABUSE PROFESSIONAL.....	35
	MEDICAL REVIEW OFFICER	35
	EMPLOYEE STATUS.....	35
	RETESTS	36
	CONFIDENTIALITY	36
	TRAINING	36
	RIGHT OF UNION PARTICIPATION	36
	SEVERABILITY.....	36
	REVISIONS TO THE POLICY	36
ARTICLE VI	GRIEVANCE PROCEDURE.....	36
SECTION 1:	STATEMENT OF PURPOSE.....	36
SECTION 2:	DEFINITIONS	37
SECTION 3:	REPRESENTATION	38
SECTION 4:	TIME LIMITS	38
SECTION 5:	WITHDRAWAL	38
SECTION 6:	FREEDOM FROM REPRISAL	38
SECTION 7:	PROCEDURE.....	39
	WAIVER OF STEPS.....	39
	INFORMAL RESOLUTION	39
	FORMAL RESOLUTION	39
ARTICLE VII	GENERAL PROVISION.....	40
SECTION 1:	SAVINGS CLAUSE	40
SECTION 2:	TERM OF AGREEMENT.	40
SECTION 3:	MAINTENANCE OF TERMS & CONDITIONS OF EMPLOYMENT	40
SECTION 4:	COUNCIL ADOPTION	40
SECTION 5:	CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING.....	41
	EXHIBIT A - FORMAL GRIEVANCE PROCEDURE FORM	42

**ARTICLE I
EMPLOYER-EMPLOYEE RELATIONS**

SECTION 1: Recognition

The following full time classifications will be represented by the IBEW #47 bargaining unit and recognized as the International Brotherhood of Electrical Workers (IBEW # 47) Water/Wastewater Unit:

Senior Water Quality Technician	Senior Wastewater Treatment Plant Operator
Senior Water Customer Service Technician	Senior Wastewater Treatment Plant Mechanic
Senior Water Distribution Operator	Wastewater Treatment Plant Operator I
Senior Water Treatment Operator	Wastewater Treatment Plant Operator II
Water Distribution Operator I	Wastewater Treatment Plant Mechanic I
Water Distribution Operator II	Wastewater Treatment Plant Mechanic II
Water Distribution Operator III	Water Treatment Operator I
Water Quality Technician I	Water Treatment Operator II
Water Quality Technician II	Water Treatment Operator III
Collection System Maintenance Technician I	Public Works & Utilities Inspector
Collection System Maintenance Technician II	Senior Collection System Maintenance Technician

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: Union Membership

Upon being notified by IBEW, Local 47, the City shall, on behalf of the Bargaining Unit, deduct monthly Membership dues from the Members' salary. The Bargaining Unit agrees to indemnify the City and to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this Article I of Employer-Employee Relations.

SECTION 4: Disciplinary Action Appeals Process

Employees who are dissatisfied with management actions have the following forms of recourse:

Written Reprimand

Written reprimands will be removed after twelve (12) months of original action. If the employee's performance evaluation, which results in a step increase, is denied, the employee shall be entitled to a re-evaluation six (6) months from the date of the original reprimand.

Discipline Appeal Procedure (Disciplinary Suspensions, Demotions and Dismissal)

The City shall comply with Administrative Policy No. 4.05.250, thus insuring that employees are afforded "due process." In all matters concerning contract interpretation or administration of the M.O.U., the Union shall have exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union chooses not to proceed on a disciplinary grievance, the employee may proceed at his/her risk and expense to take the matter to arbitration. Such appeal is to be made in the form of a memorandum or letter to the City Manager from an authorized union representative, within ten (10) business days of receiving the "Order of Disciplinary Action."

The disciplinary appeals process is as follows:

- A. Selection of Arbitrator/Mediator: If the parties are unable to mutually select an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as arbitrators. Within five (5) days following receipt of the list of arbitrators, the parties shall select an Arbitrator/Mediator. Unless the parties agree to another method of selecting an 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.
- B. Private Hearing: Discipline appeal arbitration/mediation hearings shall be private.
- C. 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.
- D. The arbitrator/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 arbitrator/mediator final and binding and is not subject to any administrative or judicial review except pursuant to the Code of Civil Procedure Section 1286.2.

SECTION 5: Union Leave

Two employees, designated by the Union, shall be given up to 40 hours each, per fiscal year, at different times, or one employee 80 hours per year, of unpaid leave to attend to Union business. Employees requesting such leave shall give the Department Manager at least two weeks advance notice. In deciding whether to grant such leave, the Department Manager may take into account staffing and other legitimate City interests, provided that all leaves will not be denied unreasonably.

SECTION 6: Parity Language

The City and the Union agree to the following language: The City agrees that during the term of this Memorandum of Understanding it will attempt not to enter into any agreement, whether written or otherwise, with any other bargaining unit or employee group in the City that obligates the City to provide any monetary or non-monetary benefit based upon any provision in the MOU or any benefit, salary or otherwise received by members of this Union. The intent of this provision is to eliminate any ties between the salary and/or benefits received by members of this bargaining group and those received by members of any other bargaining group in the City. Nothing in this

section, however, shall operate to prevent the City from meeting and conferring in good faith with other bargaining units.

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.

SECTION 8: Contract Negotiations

The bargaining between the City and Union shall commence before 120 days but no later than 90 days prior to the expiration date of the MOU or a date that is mutually agreed upon in writing by both parties.

SECTION 9: 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 10: Labor/Management Committee

The City and the Union will create and maintain a Labor/Management Cooperation Committee comprised of eight (8) members. The City's team shall consist of representatives from the City's Human Resources Division, Department Heads for both Water/Wastewater and Electric Utility

Department. The aforementioned attendees may send designees to any meetings. The Union shall provide four (4) members to sit on its committee, at least three of which must be employees of the City. The Committee shall meet from time to time to discuss issues that concern both management and the union. The purpose of this committee is not to resolve meet and confer issues per the MOU.

The Management/Labor Committee will not take the place of the grievance procedure as outlined in this MOU. The purpose of the committee meetings is not to bypass the meet and confer process. The issues brought to the Management/Labor Committee will be issues that arise after July 1, 2008. In addition, the Committee will not discuss issues that have a monetary impact. Any issues that have a financial impact on either side may be resolved using the meet and confer process or the grievance procedure. Additionally, the discussion or handling of any issue by the Committee shall not toll (delay) or extend any of the deadlines set forth in the grievance procedure, unless there is an express written agreement between the City and Union to toll or extend any such deadline.

SECTION 11: Performance Evaluations

The City realizes the importance of performance evaluations. The Human Resources Division and Water/Wastewater Department will work together to assure a timely delivery of the employee's performance evaluation.

SECTION 12: New Employee Orientation

New employee orientation means an "in person" meeting designated as such and scheduled with representatives of the City of Colton to advise and inform new employees of their employment benefits, responsibilities, City Rules, and other similar related matters. Currently, the City performs new employee orientations on the first day of work, typically at the beginning of a pay period (Monday at 8am). However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours.

Notice Requirements

The City of Colton will make every effort to provide written notice (by email, letter, or text) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time the City has scheduled its orientation, the City will allow the Union to meet with the new employee within a week of hire.

International Brotherhood of Electrical Workers, Local 47 will be provided the opportunity to have up to two (2) representatives to meet with the new employee for up to 45 minutes of uninterrupted private time prior to or following of the new employee orientation. The Union may provide written materials, including a packet of information, to the new employee(s). The Union agrees in its portion

of the orientation not to engage in speech that could cause substantial disruption or material interference with City business and activities and to comply with all City policies and procedures.

Union's presentation will be conducted during paid City time as a regular part of the new employee orientation. One (1) of the two Union representatives will be the Business Representative and the other may be a bargaining unit member (City employee). Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. The Union will provide the Human Resources Director, at least 48 working day hours in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation. .

During the new employee orientation, the City shall make every effort to provide a written statement, obtained from the Union, to each new employee hired into a position/classification represented by the (International Brotherhood of Electrical Workers, Local 47) bargaining unit, that the employee's position is represented by the Union. To properly identify current stewards, the Union will provide a roster of stewards to the City prior to such orientation.

Reporting Requirements:

Within 30 days of hire or by the first pay period of the month following hire, the City of Colton shall provide International Brotherhood of Electrical Workers, Local 47 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home address of all newly hired employees. While AB119 requires that the City of Colton provide the Union with this information for all employees in the bargaining unit at least every 120 days, Local 47 agrees to receive this information twice a year on July 1st and January 1st, except as specified.

Employees who choose not to have their personal information (home address, home telephone number, personal cellular number, or personal email address) released to the Union can sign a Waiver of Informational Release form.

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 first pay period after City Council adoption of the MOU, employees in the above-represented classifications shall receive a two percent (2%) across the board salary increase.

Effective on January 1, 2022, employees in the above-represented classifications shall receive a one and one-half percent (1.5%) across the board salary increase.

Effective on January 1, 2023, employees in the above-represented classifications shall receive a two percent (2%) across the board salary increase.

Effective on January 1, 2024, employees in the above-represented classifications shall receive a one and one-half percent (1.5%) across the board salary increase.

For the purposes of salary surveys, the City and Union agree to use the following cities when conducting salary surveys: Cities of Azusa, Banning, Corona, Ontario, Redlands, and Upland.

SECTION 1A: Hazard Payments

The City will issue two (2) separate hazard payments of up to \$3,500 to employees who have been actively employed by the City between July 1, 2020 and June 30, 2021, and who remain in active employment as of the scheduled payment dates.

Employees who have been actively employed by the City for less than one year, as of July 1, 2021, will receive a pro-rated first payment based on the number of months they have been employed since July 1, 2020 multiplied by \$291.67. An employee who was hired after the 15th of a month will not receive credit for working that month for purposes of calculating the pro-rated lump sum payment. For example, an employee hired on January 20, 2021 will receive a payment of \$1,458.33 (5 months times \$291.67). An employee was hired on January 15, 2021 will receive a payment of \$1,750 (6 months times \$291.67). Employees who have been on an unpaid leave of absence during this time will also have their lump sum payment pro-rated based on the period of unpaid leave of absence.

The City shall issue the first payment the fourth pay period following ratification and approval of the MOU.

The City shall issue the second payment to employees who have been employed by the City between July 1, 2020 and June 30, 2021, and who are in active employment status as of July 1, 2022, in the pro-rated manner described above in a separate check that covers the first full pay period in July, 2022. The cash payments under this provision shall not constitute reportable compensation to CalPERS.

SECTION 2: Overtime

Overtime Pay

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 (1 ½) times his/her regular rate of pay.

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.

Compensatory Time

In lieu of receiving overtime pay pursuant to Section 2: Overtime in the MOU, 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 rate of one and one half (1 ½) times 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.

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.

Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, et seq.

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR, Section 785.27, et seq. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

City Vehicle Use

Employees 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, with the exception of standby personnel when responding to a call back. This provision also applies in those situations where the radio must be left on and monitored.

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. Such restriction shall not change the City's policy of guaranteeing rideshare employees a ride home.

City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, or in City-owned vehicles. The employee is also required to wear a seat belt and obeying all laws of the road when driving and/or riding in City-owned vehicles.

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 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 he/she is dispatched to another call prior to returning to his/her residence.

Standby Pay

Any 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 60 minutes.

Standby pay shall be earned from Thursday at the end of the working day, for a period not to exceed seven (7) days unless extended by holiday. The City shall pay an employee on standby 10 hours straight time of compensatory time. When a City recognized holiday falls during the standby week, the employee shall earn an additional 10 hours straight time of compensatory time per holiday. Such compensatory time shall be used according to Section 2: Compensatory Time.

Rest Period

The City of Colton and Union agree that no employee will be denied a ten-hour rest period after working sixteen consecutive hours if the employee requests such rest period because of their physical condition. Employees who have worked sixteen consecutive hours may be required to take an eight-hour rest period in order to ensure adequate staffing levels for regular work shifts.

- A. The sixteen hours begins upon arrival at work.
- B. A rest period of ten (10) consecutive hours or more shall be considered an interruption of consecutive hours worked. Rest periods of less than ten (10) consecutive work hours shall not be considered to be an interruption of continuous work.
- C. Employees shall be paid at their regular hourly rate of pay for all regularly scheduled work hours, which occur during the rest period. Employees required to return to work during such rest periods, shall be compensated at the overtime rate of pay for all time worked (1 ½ times the employee's hourly rate). This overtime pay shall be in lieu of, and not in addition to, the regular rate of pay. Employees not required by management to return to work, but who choose to take less than an eight-hour rest period, shall be paid their regular hourly rate of

pay for all regularly scheduled work hours.

- D. Mealtime will not be considered an interruption of consecutive work time nor will it be considered part of consecutive work time.
- E. The meal period that occurs during the regular work hours of an employee, will not be included in the computation of the eight-hour rest period. An employee who returns to work from a rest period that extends more than four hours into his/her regular work shift shall be considered to have taken a meal period prior to reporting, except that such employee shall be allowed to observe any meal period taken by a crew to which employee may be assigned.
- F. The employee responsible for the crew shall determine when rest periods shall take place for employees because of their physical condition and is responsible for notifying the crewmembers. Management shall determine when rest periods are required for staffing reasons and shall notify the employee responsible for the crew.
- G. When an employee's rest period extends four or more hours into the regularly scheduled work shift, the employee may request vacation pay or scheduled leave without pay for the remainder of the work shift. Approval of such request shall generally be granted, unless maximum work load or emergency conditions exist.
- H. When an employee's rest period extends less than four hours into the regularly scheduled work shift, the employee may request vacation pay or scheduled leave without pay for the remainder of the work shift. Approval of such request shall be granted if it is in accordance with the best interest of the City of Colton and the department or division in which the employee is employed.
- I. No employee who has less than ten (10) consecutive hours off-duty in the sixteen hours immediately preceding their regularly scheduled work shift, will be denied an eight-hour rest period, if the employee requests such rest period because of their physical condition. The rest period shall commence at the time the employee goes off-duty.

SECTION 3: Acting Pay

Any employee assigned by the Department Head or Superintendent to work in a higher classification within the Water/Wastewater Unit shall receive Acting Pay when the employee has worked more than five (5) consecutive hours in the upgraded position. The employee will receive acting pay retroactive to the first hour if in the acting assignment for more than five (5) consecutive hours. Acting assignments shall be made in each absence of one or more hours of the higher classification(s). The Department Director or his designee shall determine to which employee he wishes to offer this assignment. The absence of a higher level position does not guarantee acting pay will be assigned; assigning employee acting pay is at the Department Director's or designee's discretion.

Assignment of a unit member in an acting capacity to a position outside of the Water/Wastewater Unit may only be made:

1. By the Department Director or his/her designee; and
2. When the higher-level position is to be vacant in excess of twenty consecutive regular work hours.

Acting pay shall equal 5% of the employee's base salary only, no change in fringe benefits. The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment.

SECTION 4: Reclassification Language

The City agrees to "meet and consult" with the Union on any proposed reclassification in the Union prior to submission to the City Manager.

SECTION 5: 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 Director. The Human Resources Director 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 6: 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 Union from requesting the City to meet and confer on the possible "pick up" of the employees' contribution. Upon such request by the Union, the City agrees to meet and confer with the Union.

SECTION 7: 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 8: Incentive Pay

The City agrees to pay an additional 5% of base pay for any certificate, trade license (not including commercial driver's license or endorsements), 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 approval from the employee's supervisor and Department Director prior to the employee taking any courses for a certificate or license with the anticipation of receiving incentive pay. Those employees receiving incentive pay as of the date the City of Colton ratifies this MOU, will continue to receive incentive pay for a Class A or B driver's license until said employee is promoted to another position, at which time the incentive pay will expire.

The City agrees to pay an additional 2% of base pay for any combination of two relevant commercial drivers' license endorsements where at least one endorsement is not required in the job description. All endorsements shall be approved in advance by Department Head. The above listed incentive pays shall be cumulative, and shall not be compounded.

SECTION 9: Shift Differential

The City agrees to provide Shift Differential pay to employees who are assigned a regular shift of not less than two weeks as follows:

- A. Swing shift commencing at 4:00 p.m. shall receive an additional \$1.65 per hour.
- B. Graveyard shift commencing at 11:00 p.m. shall receive an additional \$2.00 per hour.

**ARTICLE III
FRINGE BENEFITS**

SECTION 1: Health Insurance

The City and Union agree to a section 125 cafeteria plan, for this bargaining unit effective January 1, 2004. Insurance benefits are provided on a calendar year basis. The City will provide members of the Water/Wastewater bargaining unit a monthly allowance for the purchase of medical, dental and/or vision insurance as follows:

Effective the first full month following approval of MOU by City Council will increase to \$1,141.67 per month.

Effective the first full pay period in July 2022 the cafeteria benefit will increase to \$1,183.34 per month.

Effective the first full pay period in July 2023 the cafeteria benefit will increase to \$1,225.00 per month.

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

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement. 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.

EMPLOYEES HIRED ON OR AFTER JULY 1, 2017

Employees hired on or after July 1, 2017, shall have a maximum cap of \$550 per month for cash in-lieu or for the difference between the medical insurance premium and the cafeteria dollar amount.

SECTION 2: Retiree's Health Insurance Participation

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

EMPLOYEES HIRED BEFORE JULY 1, 2017

15 to 20 Years of Service:

Prior to December 31, 2023, 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.

Effective December 31, 2023, employees who retire after 15 but less than 20 years of City service, up to the retiree reaching Medicare age and depending on their medical plan choice, the City's retiree medical contribution shall be capped at \$1,225 per month.

More than 20 Years of Service:

Prior to December 31, 2023, 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.

Effective December 31, 2023, employees who retire having served a minimum of 20 years with the City, up to the retiree reaching Medicare age and depending on their medical plan choice, the City's retiree medical contribution for the employee and spouse's premiums shall be capped at \$2,100 per month.

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 spouses' participation in such health insurance plan shall be paid by the employee.

The City will provide the retiree's health insurance benefit described above to retirees who move outside the service area and enroll in a CalPERS health insurance plan. Eligible retirees who move out of state will have the option of continuing enrollment in a City plan that serves their new service

area. In the event that CalPERS health plans are not available in the service area, the retiree is responsible for enrolling in a health insurance plan. The retiree will be responsible for making payments directly to the insurance company and submitting receipts for reimbursement on a monthly basis to the City; the City will limit the reimbursement amount to the rate paid by the City prior to the retiree moving out of state. Retirees must show proof of insurance and payment.

ALL EMPLOYEES HIRED ON OR AFTER JULY 1, 2017

Employees hired on or after July 1, 2017 who retire after 15 but less than 20 years of City service shall have a reimbursement cap of \$500 per month until Medicare age; employees who retire after having served a minimum of 20 years with the City shall have a reimbursement cap of \$800 per month until Medicare age.

SECTION 3: Retirement Benefits

Each employee shall pay the full amount of the normal member contribution. Any Unit member that established CalPERS membership prior to the implementation of the Public Employees' Pension Reform Act of 2013 (PEPRA) in connection with City employment or that otherwise establishes "classic member" status, as defined in Section 579.1 of the California Code of Regulations, shall be subject to one of the following pre-PEPRA retirement formulas determined on the basis of their original date of hire: 2.7% at 55 or 2.5% at 55. The normal member contribution applicable to members participating in these retirement formulas continues to be 8%. Any Unit member that is considered a "new member" as defined in PEPRA shall be subject to the PEPRA retirement formula for miscellaneous members: 2% at 62. The normal member contribution for "new members" will be determined by CalPERS in accordance with PEPRA. The City will provide CalPERS 4th Level Survivor benefits to all IBEW # 47 Water/Wastewater Unit employees.

The City will continue to provide the following benefits, as permitted by CalPERS:

- A. One year final compensation
- B. Military buyback

Employees may choose to have their employee's contribution, sick leave and/or vacation time accrued during their final year of employment converted to salary on a prospective basis in the form of a written request to the Finance Department. This proposal is based on the City obtaining written confirmation from PERS that these options are still available to PERS employees.

SECTION 4: Term Life Insurance

The City shall provide a total of \$75,000 term life insurance for each represented full-time employee effective the first of the month following the date of hire and effective January 1, 2009, for all current employees provided the City's contract with the life insurance carrier allows it, additional life insurance may be purchased at the employee's expense. Furthermore, the city and union will abide by the language of the life insurance carrier that is in effect at the time the contract between the city and insurance carrier is negotiated. Said additional coverage shall be at the employee's sole expense and shall be paid through authorized payroll deduction.

SECTION 5: Short Term and Long Term Disability

Short Term Disability:

The City shall provide to each represented employee a short-term disability program with an eligibility period of 30 continuous days. The term of the plan shall be more fully set forth in the plan documents; however, it shall provide for up to six (6) months of coverage at 66 ⅔% of the first \$2,435 of the employee's weekly pre-disability earnings, reduced by any deductible income. 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.

Long-Term Disability:

The City shall provide to each represented full-time employee a long-term disability. The terms of the plan shall be more fully set forth in the plan documents; however, it shall provide coverage at 66 ⅔% of the first \$15,750 of the employee's weekly pre-disability earnings, , reduced by any deductible. The elimination period is defined as the first 180 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.

SECTION 6: Tuition Reimbursement

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. The City shall budget all necessary expenses to fund tuition reimbursements, required certificates, and cost for continuing education for contact hours. Such expenditure must enhance furtherance of City or continuing educational goals. A request for Tuition Reimbursement shall be submitted to the Department Head in advance of enrolling in courses to ensure that funds are available. Wastewater Only: Contact hours, certificates and continuing education are applicable. Requests for such reimbursement must be submitted upon successful completion of the course(s) and must be approved first by the Human Resources Director, then by the Department-Director and City Manager. Reimbursements shall be made within 45 days of approval. 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. This article shall not be construed to eliminate employer sponsored training for the maintenance of certifications required by the City or any other jurisdiction. Any program that is recognized by the State of California for continuing education credits shall be accepted as eligible under this Article.

Policy 4.05.310 dated April 12, 2004 shall be the procedure utilized during the term of this contract.

The parties agree to reopen Article III, Section 6 during the term of the MOU. Article III, Section 6 will not be modified except by mutual agreement.

SECTION 7: Uniforms

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

working hours. Employees will not wear uniform after working hours.

The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees at \$19.23 per pay period in accordance with applicable PERS requirements and pursuant to the Public Employees ' Pension Reform Act (PEPRA).

SECTION 8: Boot/Shoe Allowance

The City shall provide each eligible member a boot allowance of Three Hundred Dollars (\$300) per fiscal year to purchase the required “safety” or “steel toed” boots. Said allowance will be provided as a separate check on the last pay period in June (or by fiscal year end). Employee must be on paid status to receive the \$300 allowance.

SECTION 9: Class "A" or "B" Driver's License

The City agrees to pay for the cost of any California Commercial Driver's License over class "C" and any necessary work related endorsements, for all permanent employees who are required to have one. If the employee lets the license and endorsement(s) lapse, the employee will incur any and all costs for the license Renewal and endorsements.

SECTION 10: 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 tools will not hold the City responsible for the loss or damage to their tools.

**ARTICLE IV
LEAVES**

SECTION 1: Vacations

Accrual

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

<u>During Periods of Continuous Service</u>	<u>Hours of Accrual Per Month of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual Accumulation</u>
7 Months - 5 Years	6 2/3	80	160
6-10 Years	10	120	240
11 Years	10 2/3	128	256
12 Years	11 1/3	136	272
13 Years	12	144	288
14 Years	12 2/3	152	304
15+ Years	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. Upon completion of six months of service, employee shall be credited with 40 hours of vacation time. Thereafter, accrual shall be on a monthly basis in accordance with the above chart. 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. Vacation leave accrual ceases when maximum accrual is reached.

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 Department Director may approve applications for vacation that exceed the number of accrued whole days up to the number of days that will be accrued up to and during the vacation and any compensatory time taken in conjunction with the vacation time. The City Manager may authorize an eligible employee to incur a negative vacation balance of up to five (5) days. Vacation shall not be taken during the first six months of 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.

Vacation Sell Back

Employees shall be eligible once per calendar year to be compensated at their regular rate of pay for up to one (1) week (40 hours) vacation accrued but not taken, subject to the following provisions:

- A minimum of forty (40) hours of vacation must have been used during the previous payroll year.
- An employee's request for the annual vacation payoff is subject to the approval of the employee's department head.

Accumulated Time at Termination of Employment

No person whose employment is terminated before the completion of six (6) 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
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's 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 fiscal year

When one of the above holidays falls on Friday, the preceding Thursday shall be treated as a paid holiday. When one of the above holidays falls on Saturday, 10 hours shall be added to the employees' floating holiday bank. When one of the above holidays falls on Sunday, the following Monday shall be treated as a paid holiday.

If a City observed holiday falls on an employee's regularly scheduled workday, then the employee will be permitted to take the holiday on the first regularly scheduled workday immediately preceding or following the holiday, as appropriate.

If, however, the employee cannot take the holiday due to staffing or other business necessities (operational needs or minimal staffing levels require two (2) employees be present on the plant premises at all times as long as an employee possessing a grade III is on site/available), the employee can choose to exercise one of the following options:

1. An employee whose regular shift assignment falls on an authorized holiday and who is required to work on that day shall be paid at his/her regular hourly rate of pay for the holiday, plus 1.5X (one and a half times) his/her regular hourly rate of pay for the actual hours he/she was required to work on the authorized holiday or;
2. An employee whose regular shift assignment falls on an authorized holiday and who is required to work on that day shall be paid at his/her regular hourly rate of pay for the holiday, plus add ten (10) hours into the employee's floating holiday bank.

Employee shall seek prior authorization from his/her supervisor as to the option selected above.

Floating Holiday hours that are not used by the end of each fiscal year will be cashed out in the first pay period following June 30th.

SECTION 3: Sick Leave

Accrual

Sick leave with pay shall be granted by the appointing authority at the rate of eight (8) hours for each calendar month of service. Sick leave shall not be considered as a privilege that 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 that can be accumulated.

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.

Family Attendance

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

Sick Leave Sell Back

The City agrees to cash out up to \$5,000 per fiscal year of the employees sick leave at the regular rate of pay. Employees must have a remaining minimum balance of 160 hours of sick leave upon cash out.

Accumulated Sick Leave at Termination of Employee

As set forth in this section, all accrued sick leave is lost when an employee is terminated, retires, or otherwise separates from employment. In no event shall employees who have not worked for the City as regular full-time employees for five (5) continuous 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.

Notwithstanding the above, bargaining unit members with more than five (5) years of City employment who apply for and receive either a service or disability retirement or who separate or are terminated for any reason other than a "for cause" termination shall be compensated for his/her accumulated unused sick leave, by payment in a lump sum. That sum is determined by the following formula:

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

Bargaining unit members terminated “for cause” shall not be entitled to cash out any accumulated, unused sick leave.

Members of the Water/Wastewater Unit 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.

Retiring employees may be eligible to covert 100% of their accumulated sick leave to CalPERS service credit. Employees interested in electing this benefit shall submit a written request to Human Resources prior to his or her last date of employment. Eligibility for this benefit is determined by the City's CalPERS contract and applicable CalPERS rules and regulations.

SECTION 4: Bereavement Leave

A total of 80 hours of bereavement leave to be used as follows:

Up to 40 hours per occurrence, two occurrences each fiscal year, may be taken by full-time employees of paid 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, step brother,, sister, step sister, wife, husband, domestic partner (so long as required by law), child, step child, foster child or ward of the court, grandchild, grandparent. 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.

AND/OR

Up to 20 hours per occurrence, up to four occurrences each fiscal year, (not to exceed 80 hours) 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 brother-in-law, sister-in-law, grandparent of spouse, aunt or uncle, and aunt or uncle of spouse.

SECTION 5: Industrial Injury Leave/Insurance Premiums

The City will pay the insurance premiums for employees on leave of absence without pay due to industrial injury. Payment of insurance premiums will include health, dental, life and optical.

SECTION 6: Medical Leave of Absence

A medical leave of absence is defined as an approved medical leave (i.e., FMLA, CFRA, ADA, etc.) for regular full-time employees. A medical leave of absence without pay is defined as employees who have exhausted all accrued leaves and requested a leave of absence without pay. 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. Disability payments may not be applied towards this 80-hour minimum.

No Cafeteria Plan will be paid to an employee while on medical leave of absence after the employee exhausts all accrued leaves and is on "medical leave of absence without pay" status.

If an employee on medical leave of absence is not on 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 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.

ARTICLE V WORKING CONDITIONS

SECTION 1: Shift Change

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

SECTION 2: Emergency Meal Periods

Employee shall earn meals at fixed intervals during periods of call-out overtime, and during an extension of the regular or planned work day.

During call-out overtime, one paid forty-five minute meal period and one meal compensation of \$15.00 will be earned for each four (4) consecutive hours of paid overtime completed. During extension of the regular work day, one paid forty-five minute meal period and one meal compensation of \$15.00 will be earned after working a minimum of one and one-half consecutive hours of paid overtime completed; thereafter, meals will be earned after completion of each four (4) consecutive hour intervals as described above.

Employees that work one and one-half consecutive hours or more immediately prior to the beginning of a regular shift will earn a forty-five minute meal period and a meal compensation of \$15.00.

Employees called back within one and one-half hours after the end of their shift shall earn a forty-five minute paid meal period and a meal compensation of \$15.00. Paid meal periods will not count as hours worked.

It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity. In the event that emergency circumstances prevent employees from leaving to take a meal break for at least six hours, the City shall arrange to have meals brought to the job site and employees may eat

as circumstances permit.

Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the overtime rate.

SECTION 3: Inclement Weather

Whenever management decides not to send employees into the field during normal working hours due to inclement weather, said employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, be given training, to be held to respond to emergency calls.

SECTION 4: 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, child, step-child, foster child, adopted children, son-in-law, daughter in-law, first cousin, niece, nephew, aunt, uncle, domestic partner 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 Head 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 5: Layoff Policy

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 and regular part 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.

Notification

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

Order of Layoff

Layoffs shall be made on the basis of seniority determined by the employee's hire date of continuous service in a full-time or regular part-time position. In the event of a tie in total time of continuous service in a full-time or regular part-time position between two or more employees, the order of layoff shall be determined by employee number, the higher number being laid off first.

Before any reduction in the work force of full-time or regular part-time employees occurs, all vacant budgeted positions within the classification would be eliminated. Then all temporary part-time, provisional, probationary, contract or other individuals without regular status in the affected classifications shall be terminated.

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.

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.

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 exhibit.

Reductions in classification shall only be approved when the employee has previously passed probation in the lower classification, and has seniority over identified employees 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 within the affected department. The junior employee being bumped will be separated or reduced in classification. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

If bumping results in an assignment which the employee considers to be undesirable, each employee may request:

1. A voluntary demotion to any vacant position in the City;
2. A lateral transfer to a position in the department they have previously held regular status in and have seniority over the incumbent.

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.

Exception to Order of Layoff

The City and Union agree to meet to discuss the exception to Order of Layoff provision. Any additional changes will be presented to the City Council for approval.

Employee Rights While On Layoff

During the first two (2) years following a layoff, laid-off employees shall be assured the right of appointment to a vacant position in the same or equivalent classification to the one in which the employee has previously passed probation. Such employee must report for duty within two (2) weeks of notice or forfeit his/her rights to reappointment.

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.

SECTION 6: Light Duty Policy

Purpose

To provide a uniform and effective return to work policy for a qualified injured worker under the Worker's Compensation program. To establish a Citywide light duty program for employees whose physical industrial injuries preclude them from returning to the regular duties of their permanent position.

Policy

It is the goal of the City, with the cooperation of all departments and divisions, to locate and assign modified and/or light duty whenever possible to employees who are temporarily disabled from their regular job as a result of on-the-job injury. All such work assignments are to be within the limitations

defined by the City-approved treating physician.

The following guidelines will be used when it becomes necessary to place an injured employee in the return-to-work program:

- A. The City-approved physician shall describe the employee's limitations in sufficient detail to enable the City to determine if a suitable temporary modified or light duty work assignment exists.
- B. The employee's regular work division shall attempt to locate or design a work assignment within the limitations described by the treating physician.
- C. If the usual work division is unable to assign or locate suitable work, other divisions within the department shall be contacted to determine if a suitable work assignment exists.
- D. If no suitable temporary assignment is available within the department, the Human Resources Director shall be contacted to consider alternatives including locating a temporary assignment for the employee in another department. The department to which the employee is regularly assigned will be charged to provide the regular wages.
- E. Such temporary light duty assignment shall end upon any of the following occurrences:
 1. A determination by the Department Head where the light duty assignment is being performed that the department is no longer able to provide such assignment;
 2. Any termination of the employee including retirement, resignation, layoff or dismissal;
or
 3. Release to regular duty by the City-approved physician.
- F. Upon release to regular work duties, without restrictions, the employee shall be returned to his/her regular position.

Procedure

Each Department and/or Division Head shall be responsible for implementation of this policy within their unit including instructing their employees. The Human Resources Director will inform the treating physician of the City's policy on modified and/or light duty.

Division Supervisors shall contact the Human Resources Director to confirm that the employee has returned to work a modified and/or light duty assignment and so advise the Human Resources Director within 24 hours of the injury. The applicable form shall be used for all releases to light duty where such work restriction exceeds one (1) week.

The employee's regular department or division shall maintain the employee's time sheet.

If the regular work unit cannot accommodate a modified and/or light duty assignment or locate another division within the department due to the employee's medical restriction or other difficulties, the Human Resources Director shall be notified by phone within twenty-four (24) hours.

This shall apply to the initial request for modified and/or light duty as well as during the period following provision of modified work.

The Human Resources Director is to be notified in order to explore other modified duty alternatives and to ensure that both the City's approved physician and the City's Third Party Administrator are informed of the employee's work status.

Exclusion

This program may preclude certain types of industrial illnesses, injuries, and very restrictive physical limitations that are limited by the treating physician. This program also precludes absences covered by the employee's sick leave provisions.

SECTION 7: Reasonable Suspicion Drug/Alcohol Testing Policy

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 the Union have agreed to implementation of this Reasonable Suspicion Drug and Alcohol Testing Policy (Policy).

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.

Purpose

The purpose of the substance abuse policy is:

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.

Rules

Employees shall comply with 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, which 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.
4. The use or possession of alcohol while at work, including meal periods and breaks, or in the workplace or during work hours is prohibited.
5. 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.
6. 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.
7. All employees shall be subject to reasonable suspicion, return-to-duty, follow-up and post-accident drug and alcohol testing.
8. 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:

- Failure to provide a proper and adequate sample without a valid medical reason;
 - Providing false information in connection with a test;
 - Attempting to falsify test results through tampering, adulteration or substitution;
 - Eating or drinking before the sample is collected when instructed not to do so;
 - Failure to complete required forms.
9. 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 this policy shall not necessarily be relieved of possible disciplinary action by requesting to use the EAP or to seek rehabilitation.
 10. All testing will be done on an on-duty basis and the employee will be compensated under

regular established procedures.

Categories and Methods of Testing

The City of Colton will 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 will 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 that 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 (Reasonable Suspicion Checklist for Holders of Commercial Driver's License) 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 0.2 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 (Reasonable Suspicion Checklist)

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

Employees Subject To Testing

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

Substances for Which Testing Will Occur

Testing will include screening for the following substances: alcohol, marijuana (THC), cocaine, phencyclidine (PCP), opiates, and 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 Director only after the confirmation testing.

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.

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:
 - Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
 - Violation of a safety rule, or other unsafe work incident that, 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 it. 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:
 - Order the employee to stop work;
 - Order the employee to submit to a urine drug and/or alcohol test after approval of the Department Head or designee; and,

- 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 SAP shall determine the frequency and duration of follow-up drug and/or alcohol tests. 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:

1. If there is a fatality.
2. 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.
3. 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.

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 outpatient 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.

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.

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 Head or the Department Head's designee.

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

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.

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 (5) 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.

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 a Union representative, provided this does not cause any undue delay (one hour). Another employee or a supervisor at the conclusion of the test shall drive an employee home, or the supervisor may make other arrangements. The tested employee shall not be allowed to drive home unless a breath alcohol only test was conducted and it was found the results were 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."

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.

Confidentiality

The City shall not release information pertaining to an individual employee that is contained in the 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.

Training

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.

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

Right of Union Participation

This Policy was developed and implemented by the City after review and approval by the Union. At any time, the Union, 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 Union may inspect individual test results if the employee involved authorizes the release of this information.

Severability

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

Revisions to the Policy

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

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1: Statement of Purpose

The purpose and objectives of the grievance procedure are to:

- A. Assure fair and equitable treatment of all employees and to 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 a supervisory level and review of the supervisor's decisions.
- C. 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.

SECTION 2: Definitions

A. WORKDAY

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

B. GRIEVANT

Any person employed full-time by the City in the Water/Wastewater Division. The Union may file a grievance on behalf of its members.

C. 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, and other policies and practices.

D. REPRESENTATIVE

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

E. IMMEDIATE SUPERVISOR

The person, having evaluation responsibility for the Grievant.

F. CLASS GRIEVANCE

Employees or their representative must submit their grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the parties.

1. Resolution of a class grievance may not be consistent among all grievant's in the class grievance due to differences in circumstances or occurrences which brought about the grievance.
2. Any grievant unsatisfied with the decision at any procedural step shall retain their individual rights to appeal to the next step in the grievance procedure.

G. ANSWER

The response to the grievance of any of Steps A-Fin Article VI, Section 7. All answers to C-F 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.

H. UNION STEWARD

An employee of the City of Colton assigned to a classification in the Water/Wastewater Division who is appointed by the Union Business Manager to represent employees at the work location. Such appointment shall be announced in writing to the Department Head prior to taking effect. Any Union activities of such Steward during working hours shall have prior permission from Department Head.

SECTION 3: Representation

- A. Employees may choose a representative 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.

SECTION 4: 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 re-file 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 be deemed denial of the grievance and shall entitle the grievant to move to the next step, provided he or she does so in accordance with the time limits in the grievance procedure.
- C. Time limits in this procedure may be extended by mutual written agreement between the parties.
- D. The employee and representative will be given at least five (5) days, but more appropriately ten (10) days, written notice of any meeting scheduled in accordance with this Grievance Procedure. This provision may be waived by mutual agreement between the parties in writing.

SECTION 5: Withdrawal

Any formal grievance may be withdrawn by the grievant at any time, and must be done in writing. Withdrawal of a formal grievance will be with prejudice and shall remove the right of the grievant to re-file on the same set of facts. Withdrawal of informal grievances shall be without prejudice.

SECTION 6: 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.

SECTION 7: Procedure

Waiver of Steps

Any step in this procedure may be waived by mutual agreement of the parties.

Informal Resolution

- A. Within ten (10) 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 supervisor.
- B. Every effort shall be made to resolve a grievance through discussion between the employee or the representative and the employee's immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quietly and fairly and 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.

Formal Resolution

- A. If the grievance cannot be resolved informally, the grievant shall submit a formal written grievance to the immediate supervisor on the grievance form (see Exhibit D) in accordance with the time limits described in the informal resolution procedure above.
- B. Appeal to Division Head: If the grievance is not resolved between the employee and the immediate supervisor, the employee or the representative may, within ten (10) 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 (10) days of the submission of the request for the meeting. The division head will answer within ten (10) days of meeting with the grievant(s).
- C. Appeal to Department Head: If the division head and the employee cannot reach a solution to the grievance, the employee or the representative may, within ten (10) days from the date of receiving the answer from the division head, request in writing and be granted an interview with the department head. The interview will be scheduled within ten (10) days of the employee submitting the request. The department head shall render an answer within ten (10) days of meeting with the grievant.
- D. Appeal to City Manager: If the department head and employee are unable to arrive at a satisfactory solution, the employee or the representative may, within ten (10) days from the date of the decision by the department head, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant and the representative within ten (10) days of receiving the appeal. The City Manager shall meet with the grievant and the representative and review the grievance and shall answer within ten (10) days of discussing the grievance.

- E. Appeal of City Manager's Decision: If the employee is not satisfied with the decision of the City Manager, the employee or the Union may, within ten (10) 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 an arbitrator.
- F. Selection of Arbitrator: If the parties are unable to mutually select an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as arbitrators. Within five (5) days following receipt of the list of arbitrators, the parties shall select an arbitrator. Unless the parties agree to another method of selecting an 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.
- G. Private Hearing: Grievance arbitration hearings shall be private.
- H. 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.
- I. 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 Section 1286.2.

ARTICLE VII GENERAL PROVISIONS

SECTION 1: Savings Clause

Should any provisions 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 agreement will last for a four (4) year period beginning January 1, 2021 and ending midnight December 31, 2024.

SECTION 3: Maintenance of Terms and Conditions of Employment

All other terms and conditions of employment in existence immediately prior to the effective date of this MOU and not altered by this MOU, shall remain the same, unchanged, and in full force and effect unless altered by the mutual agreement of the City and the Union.

SECTION 4: Council Adoption

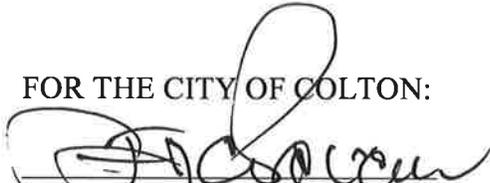
If this MOU is acceptable to City Council, the City Council may adopt the MOU by appropriate action at the first scheduled meeting following the signing of this MOU.

SECTION 5: 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. 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.

FOR THE CITY OF COLTON:


Frank J. Navarro, Mayor

November 30, 2021
Date

FOR IBEW:


Colin Lavin, Business Manager
IBEW Local #47
Stan Stosel, Senior Assistant Business
Manager, IBEW Local #47
John Baca, Assistant Business
Manager, IBEW Local #47
Joel Schwartz
Rick Shingleton

11/23/21
Date

CITY OF COLTON

EXHIBIT A – FORMAL GRIEVANCE PROCEDURE FORM

Name(s): _____

Classification(s): _____

Division/Dept: _____

Steward/Representative: _____

Date of Incident: _____

Date Grievance Filed: _____

Article, Rule or Policy: _____

Statement of Grievance and Remedy Requested: _____

Signed: _____ Date: _____

Grievant/Designated Representative

Supervisor's Response: _____

Signed: _____ Date: _____

Supervisor's Signature

Accepted: _____ Rejected: _____

Appealed to Division Head: _____

Grievant's Response: _____

Signed: _____ Date: _____

Grievant/Designated Representative's Signature

Division Head's Response: _____

Signed: _____ Date: _____

Accepted: _____ Rejected: _____

Appealed to Department Head: _____

Grievant's Response: _____

Signed: _____ Date: _____

Grievant's/Designated Representative's Signature

Department Head's Response: _____

Signed: _____ Date: _____

Grievant's/Designated Representative's Signature

Department Head's Response: _____

Signed: _____ Date: _____

Department Head's/Designee's Signature

Accepted: _____ Rejected: _____

Appealed to City Manager: _____

Grievant's Response: _____

Signed: _____ Date: _____

Grievant's/Designated Representative's Signature

City Manager's Response: _____

Signed: _____ Date: _____

City Manager's/Designee's Signature

Accepted: _____ Rejected: _____

Appealed to Grievance Panel (Arbitration)* _____

Signed: _____ Date: _____

Signed: _____ Date: _____

***Grievance Panel (arbitration) may only be authorized by Union Staff.**

IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH SEPARATE SHEET(S)