

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COLTON  
AND THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 47  
ELECTRIC DIVISION**

**January 1, 2025 – December 31, 2027**

## Table of Contents

|   |           |
|---|-----------|
| <b>ARTICLE I – EMPLOYER-EMPLOYEE RELATIONS.....</b>             | <b>5</b>  |
| <b>SECTION 1: Recognition.....</b>                              | <b>5</b>  |
| <b>SECTION 2: Scope of Representation.....</b>                  | <b>5</b>  |
| <b>SECTION 3: Union Membership.....</b>                         | <b>5</b>  |
| <b>SECTION 4: Disciplinary Action Appeals Process.....</b>      | <b>5</b>  |
| <b>SECTION 5: Union Leave.....</b>                              | <b>6</b>  |
| <b>SECTION 6: Parity Language.....</b>                          | <b>6</b>  |
| <b>SECTION 7: Management Rights.....</b>                        | <b>7</b>  |
| <b>SECTION 8: Labor/Management Committee.....</b>               | <b>7</b>  |
| <b>SECTION 9: New Employee Orientation.....</b>                 | <b>8</b>  |
| Notice Requirements.....  | 8         |
| Reporting Requirements:.....                                    | 9         |
| <b>ARTICLE II – COMPENSATION.....</b>                           | <b>9</b>  |
| <b>SECTION 1: Salary.....</b>                                   | <b>9</b>  |
| Salary.....   | 9         |
| Classification Benchmark.....                                   | 10        |
| Retention Bonus Program.....                                    | 10        |
| Promotion.....  | 11        |
| Newly Hired Employees.....                                      | 11        |
| Newly Hired Apprentice Employees.....                           | 11        |
| Substation Apprentices.....                                     | 11        |
| Rubber Gloving Differential Pay.....                            | 12        |
| <b>SECTION 2: Performance Evaluations.....</b>                  | <b>12</b> |
| Power Line Technician Apprentice.....                           | 12        |
| Substation Electrician Apprentice.....                          | 13        |
| <b>SECTION 3: Overtime.....</b>                                 | <b>13</b> |
| Overtime Pay.....   | 13        |
| Planned Overtime.....   | 13        |
| Overtime Authorization.....                                     | 13        |
| Compensatory Time.....  | 14        |
| Call Back Pay.....  | 14        |
| Standby Pay.....  | 14        |
| Rest Period.....  | 14        |
| <b>SECTION 4: Training Time.....</b>                            | <b>15</b> |
| <b>SECTION 5: City Vehicle Use.....</b>                         | <b>15</b> |
| <b>SECTION 6: Acting Pay.....</b>                               | <b>16</b> |
| <b>SECTION 7: Temporary Upgrade Pay.....</b>                    | <b>16</b> |
| <b>SECTION 8: Reclassification Language.....</b>                | <b>17</b> |
| <b>SECTION 9: Bilingual Pay.....</b>                            | <b>17</b> |
| <b>SECTION 10: Social Security.....</b>                         | <b>17</b> |
| <b>SECTION 11: Medicare.....</b>                                | <b>17</b> |
| <b>ARTICLE III – FRINGE BENEFITS.....</b>                       | <b>17</b> |
| <b>SECTION 1: Health Insurance.....</b>                         | <b>17</b> |
| <b>SECTION 2: Retirees’ Health Insurance Participation.....</b> | <b>18</b> |
| Employees hired on or after July 1, 2017.....                   | 18        |

|  |           |
|--|-----------|
| Employees hired on or after December 31, 2023 .....                | 18        |
| <b>SECTION 3: Retirement Benefits .....</b>                        | <b>19</b> |
| <b>SECTION 4: PERS 4th Level Survivor Benefit .....</b>            | <b>19</b> |
| <b>SECTION 5: Dental Plan .....</b>                                | <b>19</b> |
| <b>SECTION 6: Optical Plan .....</b>                               | <b>19</b> |
| <b>SECTION 7: Term Life Insurance .....</b>                        | <b>20</b> |
| <b>SECTION 8: Short Term and Long Term Disability .....</b>        | <b>20</b> |
| <b>SECTION 9: Tuition Reimbursement .....</b>                      | <b>20</b> |
| <b>SECTION 10: Uniforms .....</b>                                  | <b>20</b> |
| <b>SECTION 11: Boot/Shoe Allowance .....</b>                       | <b>21</b> |
| <b>SECTION 12: Class "A" Driver's License .....</b>                | <b>21</b> |
| <b>ARTICLE IV – LEAVES.....</b>                                    | <b>21</b> |
| <b>SECTION 1: Vacation .....</b>                                   | <b>21</b> |
| Accrual .....  | 21        |
| Use .....  | 22        |
| Vacation Cash-out.....   | 22        |
| Accumulated Time At Termination Of Employment .....                | 22        |
| <b>SECTION 2: Holidays .....</b>                                   | <b>22</b> |
| <b>SECTION 3: Sick Leave.....</b>                                  | <b>23</b> |
| Sick Leave Usage.....  | 23        |
| Accrual .....  | 24        |
| Balance .....  | 24        |
| Family Attendance .....  | 24        |
| Rights of Victims of Domestic Violence .....                       | 24        |
| Sick Leave Sell Back .....   | 25        |
| Accumulated Sick Leave At Termination Of Employee .....            | 25        |
| <b>SECTION 4: Bereavement Leave.....</b>                           | <b>25</b> |
| <b>SECTION 5: Industrial Injury Leave/Insurance Premiums .....</b> | <b>26</b> |
| <b>SECTION 6: Cash out of Leave Accruals .....</b>                 | <b>26</b> |
| <b>ARTICLE V – WORKING CONDITIONS.....</b>                         | <b>26</b> |
| <b>SECTION 1: Shift Change/Work Schedule.....</b>                  | <b>26</b> |
| <b>SECTION 2: Emergency Meal Periods .....</b>                     | <b>26</b> |
| <b>SECTION 3: Inclement Weather .....</b>                          | <b>27</b> |
| <b>SECTION 4: Nepotism Policy.....</b>                             | <b>27</b> |
| <b>SECTION 5: Layoff Policy.....</b>                               | <b>27</b> |
| Definition .....   | 27        |
| Notification .....   | 27        |
| Order Of Layoff .....  | 27        |
| Exception To Order Of Layoff.....                                  | 28        |
| Employee's Right While On Layoff .....                             | 29        |
| Retraining .....   | 29        |
| <b>SECTION 5: Modified/Light Duty Policy .....</b>                 | <b>29</b> |
| Purpose .....  | 29        |
| Policy .....   | 29        |
| Procedure .....  | 30        |
| Exclusion .....  | 30        |

|   |           |
|---|-----------|
| <b>ARTICLE VI – GRIEVANCE PROCEDURE</b> .....                             | <b>30</b> |
| <b>SECTION 1: Statement Of Purpose</b> .....                              | <b>30</b> |
| <b>SECTION 2: Definitions</b> .....                                       | <b>31</b> |
| <b>SECTION 3: Representation</b> .....                                    | <b>32</b> |
| <b>SECTION 4: Time Limits</b> .....                                       | <b>32</b> |
| <b>SECTION 5: Withdrawal</b> .....  | <b>33</b> |
| <b>SECTION 6: Freedom From Reprisal</b> .....                             | <b>33</b> |
| <b>SECTION 7: Procedure</b> .....   | <b>33</b> |
| Waiver Of Steps .....   | 33        |
| Informal Resolution .....   | 33        |
| Formal Resolution.....  | 34        |
| <b>ARTICLE VII – GENERAL PROVISIONS</b> .....                             | <b>35</b> |
| <b>SECTION 1: Savings Clause</b> .....                                    | <b>35</b> |
| <b>SECTION 2: Term Of Agreement</b> .....                                 | <b>35</b> |
| <b>SECTION 3: Maintenance of Terms and Conditions of Employment</b> ..... | <b>35</b> |
| <b>SECTION 4: Council Adoption</b> .....                                  | <b>36</b> |
| <b>EXHIBIT A - EVERGREEN LIST</b> .....                                   | <b>37</b> |
| <b>EXHIBIT B - FORMAL GRIEVANCE PROCEDURE FORM</b> .....                  | <b>39</b> |

## ARTICLE I – EMPLOYER-EMPLOYEE RELATIONS

### SECTION 1: Recognition

The City hereby recognizes the International Brotherhood of Electrical Workers, Local 47, as the representative of employees in the Electric Unit, which encompasses the following classifications.

|  |  |
|--|--|
| Consumer Service Field Representative I  | Power Line Technician                        |
| Consumer Service Field Representative II | Power Line Technician Apprentice             |
| Electric Utility Inspector               | Senior Consumer Service Field Representative |
| Electric Field Operations Foreman        | Senior Electric Utility Inspector            |
| Engineering/GIS Technician               | Senior Substation Electrician                |
| Joint Pole Coordinator                   | Service Crew Supervisor                      |
| Line Crew Supervisor                     | Substation Electrician                       |
| Maintenance Electrician                  | Substation Electrician Apprentice            |
| Meter Technician                         | Substation Operations Supervisor             |

### 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 a request by IBEW, Local 47, and certification from IBEW, Local 47 that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made, as required by law, the City shall, on behalf of IBEW, Local 47, deduct monthly membership dues from the Member's salary. IBEW, Local 47 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 Article I of this MOU.

### SECTION 4: Disciplinary Action Appeals Process

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

Written reprimands will be removed from the employee's personnel file upon satisfactory and sustained performance after one (1) year from the date of the written reprimand. Supervisors and/or managers will provide Human Resources with an explanation of the employee's satisfactory performance over the year and their recommendation to remove the written reprimand.

#### Discipline Appeal Procedure (Disciplinary Suspensions, Demotions and Dismissals)

The City shall comply with Administrative Policy No. 4.05.250, thus insuring that employees are afforded "due process." In all matters concerning contract interpretation or administration of the MOU, 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 an appeal 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 - 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.
- B. Private Hearing - Discipline appeal arbitration 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 shall render a decision in writing within thirty (30) days of the close of the hearing or of receipt of closing briefs, whichever is later. The decision of the arbitrator is final and binding and is not subject to any administrative or judicial review except pursuant to the Code of Civil Procedure Section 1286.2.

#### **SECTION 5: Union Leave**

Three 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 Supervisor and/or Department Director at least two weeks advance notice. In deciding whether to grant such leave, the Supervisor and/or Department Director may take into account staffing and other legitimate City interests, provided that all leaves will not be denied unreasonably.

For the purposes of bargaining, the 80 hour provision noted in the above paragraph may not apply.

#### **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; 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, assign, evaluate, promote, discipline and terminate employees for just cause.

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, specifically in regard to contracting out work, transferring work out of the unit and classifying employees.

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: Labor/Management Committee**

The City and Union will create and maintain a Labor/Management Cooperation Committee. The City's team shall consist of at least one representative each from the City's Human Resources Department and the Electric Utility Department. 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 at least every four to six months 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. In addition, the Committee will not discuss issues that have a monetary impact (i.e., non-MOU monetary issues). 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 9:           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) days, 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 the paid City time as a regular part of the new employee orientation. One (1) of the two (2) 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. The Union will provide the Human Resources Director, at least 4 working days in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation. If orientation is to be done at a date/time different than the scheduled orientation, it shall require approval by the Department four days ahead of said scheduled time so as not to disrupt City operations pursuant to the succeeding paragraph.

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 International Brotherhood of Electrical Workers, Local 47 bargaining unit, that the employee’s position is represented by the Union. To properly identify current steward(s), the Union will provide a roster of steward(s) 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 four (4) times a year (every 90 days) on March, June, September, and December (or the next business day) 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**

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 January 1, 2025 employees shall receive the following salary increases per each classification:

- Consumer Service Field Rep. I - 2.44%
- Consumer Service Field Rep. II - 7.01%
- Senior Consumer Service Field Rep - 7.01%
- Engineering GIS Technician - 6.80%
- Maintenance Electrician - 6.06%
- Senior Electric Utility Inspector - 5.00%
- Power Line Technician Apprentice - 21.00%
- Power Line Technician - 21.00%
- Service Crew Supervisor - 21.00%
- Line Crew Supervisor - 21.00%
- Electric Field Operations Foreman - 25.00%
- Substation Electrician Apprentice - 12.00%
- Substation Electrician - 12.00%
- Senior Substation Electrician - 12.00%
- Substation Operations Supervisor - 12.00%

Effective January 1, 2026, employees shall receive a four percent (4%) across the board salary increase.

Effective January 1, 2027, employees shall receive a four percent (4% ) across the board salary increase.

### Classification Benchmark

In addition, the City and Union agree to use a benchmarking philosophy when conducting the salary survey. Benchmarking has been established for the following positions:

|  |  |
|--|--|
| Consumer Service Field Representative II | 10% below Senior Consumer Service Field Rep. |
| Line Crew Supervisor                     | 15% above Power Line Technician              |
| Power Line Helper                        | 45% below Power Line Technician              |
| Power Line Technician Apprentice         | 15% below Power Line Technician              |
| Substation Electrician                   | 10% below Senior Substation Electrician      |
| Service Crew Supervisor                  | 10% above Power Line Technician              |

The City and Union shall meet and mutually agree to agencies to be used in any future total compensation salary surveys. Agencies to be considered for surveys shall include Anaheim, Azusa, Banning, Riverside, and Southern California Edison.

### Retention Bonus Program

The City proposes a Retention Bonus Program to include:

- On December 31, 2025 the positions of Electric Field Operations Foreman, Line Crew Supervisor, Service Crew Supervisor, Power Line Technician, Substation Operations Supervisor, Senior Substation Electrician, and Substation Electrician received a retention bonus of \$2,500, in a separate check. To be eligible for bonus, employees must be employed by the City in the aforementioned classification(s) for one (1) consecutive year by due date.
- On December 31, 2026 the positions of Electric Field Operations Foreman, Line Crew Supervisor, Service Crew Supervisor, Power Line Technician, Substation Operations Supervisor, Senior Substation Electrician, and Substation Electrician received a retention bonus of \$5,000, in a separate check. To be eligible for bonus, employees must be employed by the City in the aforementioned classification(s) for one (1) consecutive year by due date.
- Apprentice Completion Bonus: Within the terms of this contract; when an apprentice completes their apprenticeship they shall receive a \$5,000 retention bonus, in a separate check, upon signing a contract committing them to work for the City of Colton for an additional two (2) years, otherwise the bonus dollar amount will be required to be paid back to the city by the employee per their last check, any accrued leave eligible for payout and any other means. The language for the Apprentice Completion Bonus is as follows:
  - Once a Power Line Technician Apprentice has successfully completed their apprenticeship program including the Journeyman Test and is appointed to the Power Line Technician position at Step E, will be considered complete. Once the employee is appointed, they have the voluntary option of signing the Apprentice Completion Retention Bonus under the terms and conditions of the agreement.
  - Once a Substation Electrician Apprentice has successfully completed their apprenticeship program and is appointed to the Substation Electrician position at Step E, will be considered complete. Once the employee is appointed, they have the

- voluntary option of signing the Apprentice Completion Retention Bonus under the terms and conditions of the agreement.
- If within two years from the payment of the Apprenticeship Retention Bonus (“Retention Bonus”) to Employee completing their Electric Apprenticeship with the City of Colton, an Employee leaves City employment or is terminated from employment for cause, the Employee agrees to repay the full amount of the Retention Bonus. Employee agrees that any repayment due under Article II Compensation; Section 1 Salary; Retention Bonus Program of the MOU between IBEW Electric and City of Colton, shall be repaid by any remaining accrued leave funds owed Employee upon separation. In the event that there is a remaining balance after accrued leave funds owed to the Employee have been exhausted, any balance remaining shall be paid by the Employee no later than the fifth (5) business day following Employee’s separation, and that any outstanding balance on such repayment obligation is delinquent and immediately collectable on the sixth (6) day following Employee’s separation. The repayment of such Retention Bonus shall not affect the validity or enforcement of any agreements between the City and Employee. Employees who qualify for this Retention Bonus shall retain the option to opt out (not to accept) of said Retention Bonus at the completion of Employee Apprenticeship.

#### Promotion

Employees in the journey level classification who promote to a supervisory level position represented by Union shall go to step D or a minimum of 5%, whichever is greater. Upon successfully passing probation, Employee will receive the top step pay.

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

#### Newly Hired Employees

Applicants hired by the City as journey-level workers who demonstrate they have satisfactorily completed a recognized apprenticeship program for the position for which they are to be hired shall start at Step D of the salary range, and upon six months satisfactory performance, shall advance to Step E.

#### Newly Hired Apprentice Employees

Employees hired as Power Line Technician Apprentices under the program adopted by the City Council in 1975 shall be hired at Step A. They shall be eligible to advance to Steps B, C, D, and E following 6 months of satisfactory service at the preceding step upon the recommendation of the Department Head and approval by the City Manager. In like manner, such apprentice may be appointed as a Power Line Technician following 6 months at Step E of Apprentice. Such appointment shall be at Step D, and, upon six months satisfactory performance, shall advance to Step E.

#### Substation Apprentices

Employees hired as Substation Electricians under the apprentice program shall be hired at Step A. They shall be eligible to advance to Steps B, C, D and E following 6 months of satisfactory service at the preceding step upon recommendation of the Department Head and approval by the City

Manager. Apprentices successfully completing the entire program will be appointed as a Substation Electrician at Step D. After 6 months of satisfactory performance they will be moved to Step E. After 18 months at Step E the Substation Electrician will be placed at Step D of the Senior Substation Electrician position.

#### Rubber Gloving Differential Pay

Effective January 1, 2019, employees will be eligible for differential pay for completing Rubber Gloving training after initiation of a rubber gloving training program by the Electric Utility Director. The following classifications shall receive a six percent (6%) differential to their base pay:

- Electric Field Operations Foreman
- Line Crew Supervisor
- Service Crew Supervisor
- Power Line Technician
- Power Line Technician Apprentice (Step E)

The City shall provide rubber glove training to all apprentice line technicians, journeymen line technicians, Line Crew Supervisors, Service Crew Supervisors, and Electric Field Operations Foreman. Upon successfully completing the training and being certified by the Electric Field Operations Foreman, the employee shall receive a six percent (6%) rubber gloving differential to their base pay. The rubber gloving differential shall not count towards establishing any benchmarked position pay. Only full time regular employees are eligible for High Voltage Rubber Gloving Assignment Pay.

Employees will continue to receive High Voltage Rubber Gloving Assignment Pay as long as they maintain certification in accordance with Electric Department operating policies and procedures. Employees who do not maintain certification shall no longer receive the Assignment Pay.

## **SECTION 2: Performance Evaluations**

The City realizes the importance of performance evaluations. The Human Resources Department and Electric Utility Department will work together to ensure a timely delivery of the employee's performance evaluation.

#### Power Line Technician Apprentice

Employees hired as a Power Line Technician Apprentice will have a minimum probationary period of three (3) years. As part of the *Apprenticeship Program General Rules and Conditions*, each employee signs at the time of hire they are subject to a three-year training program, and as such is an at-will employee. If the employee has not satisfactorily completed one or more phases of their training program, the employees' probationary period may be extended. The employee can be rejected from probation without cause and without right of appeal as part of the City's Personnel Rules and Regulations Rule IX Section 3. Once the employee has successfully completed their apprenticeship program and is appointed to Power Line Technician Step E, they will be considered a Permanent Full Time Employee.

### Substation Electrician Apprentice

Employees hired as a Substation Electrician Apprentice will have a minimum probationary period of three (3) years. As part of the *Substation Electrician Apprentice Program*, each employee signs at the time of hire they are subject to a three-year training program, and as such is an at-will employee. If the employee has not satisfactorily completed one or more phases of their training program, the employees' probationary period may be extended. The employee can be rejected from probation without cause and without right of appeal as part of the City's Personnel Rules and Regulations Rule IX Section 3. Once the employee has successfully completed their apprenticeship program and is appointed to Substation Electrician Step E, they will be considered a Permanent Full Time Employee.

## **SECTION 3: 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 double time at their regular rate of pay.

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 on any workday or workweek in 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.

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

### Planned Overtime

Employees will receive two (2) hours minimum overtime pay upon reporting to the jobsite.

Call-out and planned overtime procedure (Evergreen List) is attached as Exhibit A.

### 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.

### Compensatory Time

In lieu of receiving overtime pay pursuant to Section 2 Overtime in the MOU, an employee may elect to receive compensatory time at the rate of two (2) times the actual hours worked, including travel time from and to the employee's residence, but not to exceed the lesser of actual travel time, or 60 minutes each way. No employee shall accrue more than 60 hours of such compensatory time. Compensatory time shall be taken in increments of one (1) hour or more. Should any employee exceed 60 hours of accrued compensatory time, they shall be paid for all overtime hours worked at the applicable overtime rate.

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

### 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 their prior shift or is working prior to his/her regularly scheduled shift on a preplanned basis. Actual time shall be calculated from the time an employee receives a call back until the time an employee returns to their residence, but not to exceed the lesser of actual travel time or 60 minutes each way. The City agrees to provide a minimum of two (2) hours work time for each employee if they physically report for work when called back.

### Standby Pay

An employee on standby will be issued a city cell phone where they may be reached while on standby. An employee shall 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.

Effective January 1, 2019, the employees in the Consumer Service Field Representative I/II classification assigned to be on standby, shall be paid five (5) hours straight time of compensatory time per week.

### Rest Period

- A. An employee who works sixteen (16) consecutive hours shall earn a ten (10) hour rest period.
- B. A rest period of ten (10) consecutive hours or more shall be considered an interruption of consecutive hours worked.
- C. Rest periods of less than ten (10) consecutive hours shall be counted as time worked but not paid.

- D. Employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is off on their earned rest period.
- E. Employees directed to return to work while on a rest period shall be compensated at the double time rate of pay for all time worked until a ten hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions listed above.
- F. Time paid for meals not taken shall not count towards earning a rest period. A paid mealtime taken shall count towards earning a rest period.
- G. When the rest period extends into a regularly scheduled work day the employee may elect to use vacation time, compensatory time, and floating holiday time, or leave without pay for the remainder of the workday.
- H. For the purpose of the rest period eligibility, Sundays and holidays will be treated as a normal work day.

Effective the term of this agreement, January 1, 2025, the parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Overtime - Rest Period. This reopener is limited to the impact of the rest period and calculation of time worked and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including but not limited to, compensation and benefits.

#### **SECTION 4: 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 785.33, et seq. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

#### **SECTION 5: 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.

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 when driving and/or riding in City-owned vehicles, and follow all laws of the road.

**SECTION 6:           Acting Pay**

Any employee assigned to work in a higher classification for a period of 39 consecutive work hours or more, shall receive compensation from the first hour at 5% above the employee's current pay range, or Step "A" of the acting positions pay range; whichever is greater; except that in no case will an employee be compensated at higher than "E" Step of the acting salary range. Compensation, as defined by CalPERS, will be reported accordingly. Regularly, scheduled holidays shall be counted as "work hours" for the purpose of qualifying for acting pay only. All other leave hours shall not count as "work hours" for the purpose of qualifying for acting pay. Administrative Policy 4.05.170 shall be followed with only the prescribed pay increase and no increase in benefits provided to an employee in acting pay status. Duration of assignment shall not exceed six (6) months. This may be extended for an additional six (6) month period upon mutual agreement between the employee and City, and only due to extenuating circumstances. Employees in a probationary status shall not be eligible to be assigned to acting assignments.

The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment. Employment in a probationary status will not be assigned to perform higher-level duties or serve in an "acting" capacity.

Acting appointments shall be made based on the needs of the City. Appointees shall meet the minimum qualifications for the position whenever possible. Eligible employees' experience and job knowledge shall be given major consideration before an appointment is made. Employees working out-of-class in a position outside of the Electric Unit MOU, may only be made by the Department Head or designee and; when the higher level position is vacant, or due to vacations.

This provision shall not apply in cases of emergency, nor to use as a reclassification or promotion.

**SECTION 7:           Temporary Upgrade Pay**

An employee assigned by the Department Head, Supervisor, or Foreman to work in a temporary assignment in a higher classification within the Electric Department for a period of one consecutive hour or more shall receive temporary upgrade pay. Temporary Upgrade assignments shall be made in each absence of one or more hours of the higher classification(s). The Department Head or designee shall determine which employee will be offered this assignment.

Temporary Upgrade pay shall be effective retroactive to the first hour. The pay shall equal 5% of the employee's base salary only, no change in fringe benefits. The City agrees that represented employees working in a temporary assignment shall be properly trained prior to temporary upgrade assignment. The department and supervisor will use the hour's type code on an employee's timesheet to reflect the number of hours the employee worked in the temporary upgrade assignment.

This provision is not meant to use as a reclassification or promotion action.

**SECTION 8:            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 9:            Bilingual Pay**

The City agrees to pay \$40 for the first two pay periods of the month, for a total of \$80 per month, to employees who must perform bilingual translation as part of their job function and regular duties, and who successfully complete a bilingual examination and who have been recommended by the Department Head 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 Head shall terminate the bilingual compensation by written notice to the Human Resources Director. The Human Resources Director may also terminate the bilingual compensation if they make a like determination, and shall notify the Department Head. In either case, the Department Head 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 10:           Social Security**

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

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 11:           Medicare**

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

**ARTICLE III – FRINGE BENEFITS**

**SECTION 1:            Health Insurance**

The City shall contribute an amount equal to the cost of the second highest HMO “Family” (Employee and 2+ dependent rate) plan coverage under CalPERS, Public Employees’ Medical and Hospital Care Act (PEMHCA), per month per employee for the City provided health insurance coverage. “Family” coverage is that coverage which exists for two adults plus one or more children. Any increases in the City’s flat dollar contribution after the increases provided for herein shall be subject to the meet and confer process. Should such CalPERS, Public Employees’ Medical

and Hospital Care Act (PEMHCA) coverage cease to be available during the term of this MOU, the parties shall meet and confer on an equivalent alternative health plan.

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

Should the represented members of Union consider joining the city's cafeteria plan, the city and Union will meet and confer to discuss this option.

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

Employees who retire City employ after 15 years but less than 20 years of City service shall be eligible for City paid employee (Single rate) only medical insurance coverage until Medicare age with dependent care available at employee's expense. Members of this unit who retire (service or disability) from the City's employ, may, at the retiree's discretion, enroll in the City provided health insurance plan of the employee's choice. Employees who retire after having served a minimum of 20 years with the City shall have their and their spouses (2-Party rate), premiums paid for by the City up to Medicare age. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and his/her spouse's, premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their and their spouses' participation in such health insurance plan shall be paid by the employee. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide the retiree's health insurance benefit through City paid medical insurance, as described above, to retirees who move outside of California and enroll in a City paid health insurance plan. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

Employees hired on or after July 1, 2017

Effective July 1, 2017, all employees hired on or after July 1, 2017, who retire from the City (service or disability) after 15 years but less than 20 years of City service shall be eligible upon retirement, for a maximum of up to \$500/mo. contribution toward a City provided health insurance plan of the employee's choice.

Employees hired on or after December 31, 2023

Any employee hired into this bargaining unit on or after December 31, 2023, shall qualify for a \$750.00 monthly premium towards their retiree medical coverage (whether single or plus spouse). Provided, however, to qualify for this benefit, an employee must remain employed by the City for no less than twenty (20) years cumulatively and, prior to retiring, otherwise become eligible for retiree medical coverage in accord with this Article III, Section 2. The retiree will be responsible for payment of any premium payments that exceed \$750.00 per month. Any current retirees and employees shall not be impacted by nor subject to the establishment of the cap in this provision.

**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: hired before June 1, 2012 is at 2.7% at 55, hired after June 1, 2012 is at 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 hired after January 1, 2013 is at 2% at 62. The normal member contribution for "new members" will be determined by CalPERS in accordance with PEPRA.

The City will continue to provide the following benefits, as permitted by PERS for Classic Members:

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

**SECTION 4: PERS 4th Level Survivor Benefit**

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

**SECTION 5: Dental Plan**

The City shall provide dental insurance for each represented employee and eligible dependents in accordance with existing City dental plans. Should plans change or cease to be available during the term of this MOU, the parties shall meet and confer on alternate dental plans.

**SECTION 6: Optical Plan**

Effective January 1, 2019, the amount of optical reimbursement will be calculated at the fiscal year biennial rate of \$475 for employees and \$325 for dependents. The optical reimbursement will be processed through the HRA (Health Reimbursement Arrangement) Plan. Employee may opt to immediately use the total amount for both the employee and dependent(s). In the event an employee or dependent elects laser eye surgery in lieu of using the optical reimbursement of exams, eye glasses or contact lenses, the employee may either bank unused optical reimbursement funds in anticipation of future surgery, to be paid out upon receipt of invoice for completed surgery, or may elect maximum reimbursement on a biennial basis through reimbursement window period.

If 'eligible dependents' are also City employees who are entitled to City vision coverage on their own, the \$325 dependent allowance is not applicable.

**SECTION 7: Term Life Insurance**

The City shall provide a total of \$75,000 term life insurance for each represented employee effective January 1, 2009. Employees may purchase employee supplemental or dependent life insurance coverage in accordance with the terms made available by the City's insurance provider. Said additional coverage shall be at the employee's sole expense and shall be paid through authorized payroll deduction.

**SECTION 8: 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 terms 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 2/3% of the first \$2,425 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 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 up to 66 2/3% of the first \$15,750 of the employee's monthly pre-disability earnings, reduced by any deductible income. 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 9: Tuition Reimbursement**

The City agrees to reimburse employees up to \$2,500 per employee, per fiscal year, so long as funds are available, for tuition costs incurred for job-related education. Such expenditure must enhance furtherance of City or continuing educational goals. Requests for such reimbursement must be submitted upon successful completion of the course(s) and must be approved by the Department Head and City Manager. 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.

**SECTION 10: Uniforms**

The City agrees to furnish shirts and laundry service for employees working on line or service crews.

Effective July 1, 2019, the City shall provide each eligible member an allowance of Three Hundred Dollars (\$300.00) per fiscal year to purchase the required Fire Retardant/Resistant outerwear (the outerwear must meet industry standards i.e., NFPA). Allowance will be issued in a separate check.

Substation field personnel who are required to work on or around exposed energized conductors of 50 volts or above shall be required to wear all cotton uniforms. Substation field personnel shall have a choice of either the City furnished shirts and laundry service or three shirts and three pants which the employee shall launder. Substation field personnel who select the option of the laundered shirts shall provide their own pants, which shall be presentable and navy blue in color.

Uniforms shall be replaced during the year for damage occurring in the line of duty, with the approval of the Department Head. Uniforms will be worn at all times while on duty and will not be worn while off duty.

Supervisors of field personnel may authorize them to wear City provided shirts; six (6) new T-shirts shall be issued each July.

Employees will not wear City uniforms after working hours unless on authorized after hours work. 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 11: Boot/Shoe Allowance**

Effective January 1, 2019, the City shall provide each eligible member a boot allowance of three hundred twenty five dollars (\$325.00) 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). The employee must be on paid status to receive the \$325 allowance.

**SECTION 12: Class "A" Driver's License**

The City agrees to pay for the cost of a Class "A" California Driver's License for all permanent employees who are required to have one.

**ARTICLE IV – LEAVES**

**SECTION 1: Vacation**

Accrual

| During Periods of Continuous Service | Hours of Accrual Per Month of Service | Annual Accrual | Maximum Accrual Accumulation |
|--------------------------------------|---------------------------------------|----------------|------------------------------|
| 0 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                          |

Accruals 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 the 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.

#### 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. Vacation time shall be taken in increments of one (1) hour or more. The Department Head 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. 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 Cash-out

On a fiscal year basis, employees may cash out up to 40 hours of accrued vacation provided the employee has used a minimum of 40 hours in the previous fiscal year. Employees must submit the form to Human Resources for review and approval by the Human Resources Director.

#### Accumulated Time At Termination Of Employment

Employees will be cashed out all available, and unused vacation leave they have in their banks at the time of termination.

## **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 Christmas Eve, New Year's Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank.

Floating Holiday hours not used by the end of the fiscal year shall be cashed out and paid in the last pay period in June. The cash value shall be computed as the hourly equivalent of the employee's base salary at the time of cash-out.

### **SECTION 3: Sick Leave**

Sick leave shall be used in cases of actual sickness or disability when the employee is unable to perform their normal work assignment or as otherwise allowed in this section.

#### Sick Leave Usage

In order to receive compensation while absent from duty on sick leave, the employee must notify or cause to be notified, their immediate supervisor prior to the time set for the beginning of the employee's regular daily duties. Physician's certificate or work release form may be requested by the immediate supervisor if a potential sick leave abuse pattern appears to be developing. In this situation, the City may ask for a physician's certificate for sick leave absences of any duration. Employees may use their accumulated sick leave for absence due to the following specified reasons:

- Illness or injury to the employee;
- A family member for preventive care or care of an existing health condition;
- Exposure of the employee to a contagious disease.
- For specified purposes if they are a victim of domestic violence, sexual assault or stalking.
- To maintain a full paycheck while the employee is receiving Workers' Compensation benefits.
- Other reasons as approved by the City Manager or designee.

Family members include the employee's parent (adoptive, biological, foster, stepparent, or legal guardian), child (adopted, biological, stepchild, legal ward, or child to whom employee stands in loco parentis), spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care would include but are not limited to annual physicals or flu shots.

When absent for more than three (3) consecutively scheduled workdays, the employee may file a physician's certificate or work release indicating the employee was unable to perform their duties

during their absence. Failure to file the necessary documents within two (2) days following the return to work will be cause for such absence to be charged as leave without pay. Physician's certificate or work release form may be requested by the immediate supervisor if a potential sick leave abuse pattern appears to be developing. On a case-by-case basis, if an employee called out sick, and does not have enough accrual leave time in their sick leave bank, they will not be charged to any other accrual bank and be without pay. This does not apply to an employee on protective leave (i.e. workers' comp, FMLA/CFRA, etc.).

#### Accrual

Sick leave shall be accrued at the rate of eight (8) hours for each calendar month of service. 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.

#### Balance

Employees shall maintain a sick leave balance of 50% (48 hours) of accrued sick leave unless a verified long-term illness or a medical practitioner's certification is provided.

Employees with less than 50% accrued sick leave on the books may be required to provide medical certification for sick leave use until the sick leave balance exceeds 50%. Management will make a determination of this requirement on a case-by-case basis.

Industrial accidents or injuries are exempted from the requirements. Sick leave used to supplement workers' compensation or STD/LTD benefits will not be counted against employee sick leave for disciplinary reasons.

#### 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.

#### Rights of Victims of Domestic Violence

Employees are eligible to take time off and use their accrued sick leave if they are a victim of domestic violence, sexual assault, stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury; or are someone whose immediate family member is deceased as a direct result of a crime; to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare. In general, employees do not have to give employer proof to use leave for these reasons. However, employees should tell the City before taking time off. In some instances, the City may request proof, and in those instances employees will not be disciplined if explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose. Employees are encouraged to speak with Human Resources staff if or when the need arises. HR Staff will provide discretion and confidentiality to employees that need help.

Sick Leave Sell Back

The City agrees to sell back 40 hours per fiscal year of sick leave at 120% of the regular rate of pay. Employees must have used less than 51 hours of accrued sick leave during that fiscal year to be eligible for this sell back. Employees must have a minimum balance of 48 hours of sick leave as of the last payday in June to be eligible for this benefit. Employees can exercise the sell back option any time during the fiscal year once they have met eligibility standards.

Accumulated Sick Leave At Termination Of Employee

Except, as set forth below\*, all accrued sick leave is lost when the employee is terminated, or otherwise separates from employment. In no event shall employees who have not worked for the City as regular full time employees for more than 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 hours of sick leave accrued, multiplied by gross hourly 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 Electrical Unit who retire shall be provided a sum equal to the cash value of 75% of the employee’s accumulated sick leave after 30 cumulative years of service with the City. The cash value shall be computed at the employee’s hourly rate in existence at the time the monies are disbursed.

**SECTION 4: Bereavement Leave**

Up to 80 hours per fiscal year, 40 hours per occurrence two occurrence each fiscal year, may be taken with pay as bereavement leave in the case of the death of the eligible employee’s father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, child, grandchild, grandparent or grandparent of spouse, step-child or step-parent. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

**SECTION 5: 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: Cash out of Leave Accruals**

To the extent authorized by this MOU, members may regularly cash out a certain amount of vacation and sick leave accruals. All cash outs will be a separate non payroll check. The cash value shall be computed as the hourly equivalent of the employee's base salary at the time of cash-out.

**ARTICLE V – WORKING CONDITIONS**

**SECTION 1: Shift Change/Work Schedule**

Employees shall be given a minimum of four 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. The City shall not change schedules for the sole purpose of avoiding overtime.

The City and Union realize the Monday through Thursday work schedule provides better coverage and service than does an alternate work schedule. However, should the City opt to change the Monday through Thursday work schedule, the City and Union shall meet and confer before implementation of such a proposal.

**SECTION 2: Emergency Meal Periods**

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

During call-out or planned 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 or planned overtime 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.

The City shall not change schedules for the sole purpose of avoiding overtime.

**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**

Refer to the City of Colton Personnel System Rules and Regulations Rule VIII, Section 8.

**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

- A. 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.

- B. 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.
- C. Probationary employees and employees in acting appointments, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- D. If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the affected department shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- E. Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in (G) of this exhibit.
- F. 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.
- G. 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.

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

#### Exception To Order Of Layoff

Whenever the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Head may request that such

employee be exempted from the bumping procedures. Such employee must have a higher overall rating on his/her most recent performance evaluation than all other employees in his/her classification. Such requests must be in writing and approved by the City Manager. If approved, the Union shall be immediately provided with a copy of the request. If an employee disagrees with the proposed exemption, he/she may appeal the City Manager's decision to binding arbitration as provided in the grievance procedure.

#### Employee's Right 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 5: Modified/Light Duty Policy**

#### Purpose

To provide a uniform and effective return to work policy for a qualified injured worker under the Workers' 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;
  - 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 Risk Manager will inform the treating physician of the City's policy on modified and/or light duty.

Division Supervisors shall contact the Risk Manager to confirm that the employee has returned to work a modified and/or light duty assignment and so advise the Risk Manager 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 Risk Manager 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 Risk Manager 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.

**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. WORK DAY

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 Electric Unit. 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, at the request of the employee or supervisor, is 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's 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-F in 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 Electric Unit 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.

Self-Representation

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

**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) business days, but not more than ten (10) business 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) business 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 B) 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) business 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) business days of the submission of the request for the meeting. The division head will answer within ten (10) business 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) business 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) business days of the employee submitting the request. The department head shall render an answer within ten (10) business 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) business 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) business 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) business days of discussing the grievance.
- E. Appeal of City Manager's Decision - If the union is not satisfied with the decision of the City Manager, the union, within ten (10) business 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) business 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 coin toss.
- 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.

The arbitrator shall render a decision in writing within thirty (30) calendar 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.

Except as stated in other portions of this MOU, the City and the Union, for the life of this MOU, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU. However, they may meet by mutual agreement or as required by Government Code, Section 3504.5.

### **SECTION 2: Term Of Agreement**

The agreement will last for a three year period beginning January 1, 2025 and ending midnight December 31, 2027.

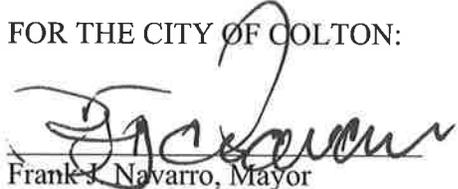
### **SECTION 3: Maintenance of Terms and Conditions of Employment**

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.

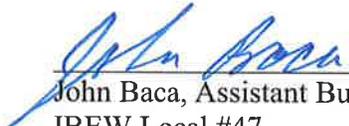
FOR THE CITY OF COLTON:

  
Frank J. Navarro, Mayor  
City of Colton

7/7/25  
Date

FOR IBEW LOCAL 47:

  
Colin Lavin, Business Manager  
IBEW Local #47

 6-18-25  
John Baca, Assistant Business Manager  
IBEW Local #47

  
Abel Aguirre

  
Brad Lindemann

  
Justin Clifton

6/24/25  
Date

## EXHIBIT A - EVERGREEN LIST

- A. The Evergreen List is to be updated and posted on the Monday following the end of each pay period.
- B. The Evergreen List is to be used whenever personnel, in addition to the scheduled stand-by person, are needed for overtime work.
- C. The scheduled stand-by person will have first option to work any planned overtime. It will be on a voluntary basis, unless they are needed and directed to work. If the stand-by person is not needed and elects not to work, he will be credited on the Evergreen List with the overtime, but not paid.
- D. The scheduled stand-by person will be responsible for, and arrange for, coverage when ill, on vacation or for any other circumstances. The division head, or his/her designee, is to be notified of changes effecting one day or more. The regularly scheduled stand-by person will be charged if he/she does not swap, but simply gives his/her call away.
- E. If the regularly scheduled stand-by person is not available to arrange for stand-by coverage, i.e., resignation, termination, disciplinary action, emergencies, the Evergreen List will be used to replace him/her. It will be on a voluntary basis, unless there are no volunteers, with those that refuse being charged with the overtime. **EXCEPTION:** Those persons previously scheduled off with vacation, compensatory time, or floating holiday(s) for any day during that scheduled call, will not be required to accept or be charged with the overtime.
- F. All new employees will be averaged onto the Evergreen List.
- G. An employee off work for 30 calendar days or more will be averaged onto the List when he/she returns.
- H. The scheduled stand-by person is to use the Trouble Report form to list the personnel called from the Evergreen List, how they responded (yes or no), meals earned and taken, hours worked, and whether an answering machine was reached to leave a message.
- I. The scheduled stand-by person is to call **ONLY** those personnel known to have worked the last regularly scheduled work shift, before attempting to call any other personnel on vacation, compensatory time, floating holiday(s) or sick leave. If there is any question as to whether an employee worked the last regularly scheduled shift, that employee is to be called. It will be the responsibility of the employee being called to inform the stand-by person that they did not work the last regularly scheduled shift and that they are not eligible for call-out until all other employees have been tried.
- J. If an employee (who did not work the last regular shift) is contacted for overtime work and requests the stand-by person to try to contact someone else, that employee must agree to stand-by in case someone else cannot be contacted and until the stand-by person is able to

get someone else. Then that person making the request will be credited on the list, but not paid with all the overtime his replacement receives.

- K. If an answering machine is reached during the overtime call-outs, a message must be left, stating who is calling and the date and time called. Upon receiving the message, the person being called should attempt to contact either the scheduled stand-by person or the Police Department to ensure the stand-by person has the help needed to repair the emergency.
- L. Any disputes arising from interpretation of this procedure shall be referred to the Evergreen Committee and not be subject to appeal through the grievance procedure.

**EXHIBIT B - FORMAL GRIEVANCE PROCEDURE FORM**

**CITY OF COLTON**

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: \_\_\_\_\_  
Division Head's/Designee's Signature

Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

Appealed to Dept. Head: \_\_\_\_\_

Grievant'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: \_\_\_\_\_  
Grievant's Signature

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative's Signature

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

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