

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COLTON
AND
THE COLTON FIREFIGHTERS ASSOCIATION

TERM
July 1, 2025 – June 30, 2027

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ARTICLE I – EMPLOYER-EMPLOYEE RELATIONS

Section 1: Recognition

The City recognizes the Colton Firefighters Association as the recognized bargaining agent for the following classifications:

- Battalion Chief/Fire Marshal
- Fire Battalion Chief
- Fire Captain
- Fire Engineer
- Firefighter
- Firefighter Medic

Section 2: Management Rights

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

Except as provided for herein, the City shall not contract out any Association work, including but not limited to Fire Fighting, EMS, Fire Prevention or any such work associated with the emergency readiness of the Fire Department as presently it exists. However, the City may, after all local sources have been utilized, contract out for EMS.

Prior to implementing any decision to contract out, the City shall notify and negotiate, upon request, the effect of such decision on the terms and conditions of employment of Unit members to the extent such effects are negotiable.

Section 3: Association Rights

It is agreed that the Association shall have access to use of City facilities for the conduct of general membership, Board and Committee meetings. The Association agrees that meetings shall not cause undue disruption of City business by either frequency or duration. The Association shall notify the Fire Chief or his designated representative prior to Association meetings utilizing City facilities.

Two members of the negotiating team shall be allowed reasonable time off with pay for all meetings for meeting and conferring which shall be mutually set by the City and the Association. Additional employees of the negotiating team, with the approval of the Fire Chief, or his designated representative, may be allowed time off with pay for meeting and conferring.

On June 1st and January 1st of each fiscal year, an employee may voluntarily designate any portion of accrued vacation or holiday time to be transferred to a separate account to be used for Association business. This notification shall be in writing and is irrevocable. The use of such time is at the sole discretion of the Association. Scheduling such time off is subject to the same restrictions currently in effect for scheduling vacation and holiday time off. Any time left in the account as of June 30th of each year shall be carried over to the following year.

Section 4: Grievance Procedure

I. 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 the 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.

II. DEFINITIONS

- A. Day: A work day unless otherwise stated. A workday is a day on which City Hall is open for business for its full normal working hours.
- B. Grievant: Any employee in the Fire Unit. An Association may file a grievance on behalf of itself or 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, departmental 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:

1. Each employee 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.
 2. 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.
 3. Any grievant unsatisfied with the decision at any procedural step shall retain their individual right to appeal to the next step in the grievance procedure.
- G. Answer: An answer is the response to the grievance at any of Steps A-D in Part III. All answers must be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the time deadline for processing.

III. PROCEDURE

Informal Resolution:

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

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

The supervisor will answer the grievance, in writing, within ten (10) business days of presentation by the employee.

Formal Resolution:

If the problem cannot be resolved between the employee and the immediate supervisor at Informal Resolution stage, the employee may, within ten (10) business days from the date of receiving the written answer from the supervisor, request an interview with the Battalion Chief or Deputy Fire Chief, if one exists, in order to discuss the grievance. The meeting with the Battalion Chief or Deputy Fire Chief will be held within ten (10) business days of the employee submitting the request for the meeting.

The Battalion Chief or Deputy Fire Chief will answer within ten (10) business days of meeting with the grievant(s).

- A. If the Battalion Chief or Deputy Fire Chief and the employee cannot reach a solution to the grievance, the employee may, within ten (10) business days from the date of receiving the answer from the Battalion Chief or Deputy Fire Chief, request in writing and be granted an interview with the Fire Chief. The interview will be scheduled within ten (10) business days of the employee submitting the request.

The Fire Chief shall render an answer within ten (10) business days of meeting with the grievant.

- B. If the Fire Chief and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) business days from the date of the decision by the Fire Chief, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant within ten (10) business days of receiving the appeal. The City Manager shall meet with the grievant and review the grievance and shall answer within ten (10) business days of discussing the grievance.
- C. If the grievant is not satisfied with the decision of the City Manager, the grievant may, 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/hearing officer.

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. 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.

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/hearing officer shall render a decision in writing within thirty (30) calendar days of the close of the hearing or of receipt of closing briefs, whichever is later.

- D. Decision of the Arbitrator: The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU and shall not have jurisdiction to make any award which would not have been authorized under applicable authority in the absence of this agreement to arbitrate, except by the joint prior authorization of the parties hereto.

IV. REPRESENTATION

- A. An employee may request representation of their choice at any stage of the grievance procedure.
- B. The grievant and designated representative shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
- C. The only limit on the grievant's representation is that there may be only one other person from the bargaining unit on paid status. Representation shall not inordinately interfere with the normal course of City business.
- D. Self-Representation:
 - 1. In the event a grievant elects to exercise the right to self-representation, and objects to the attendance of an Association Steward and/or Business Representative, such individuals shall be excluded; provided, however, representatives of the Association will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Association's interest in effective representation of its members.
 - 2. Accordingly, the City of Colton shall provide the Association access to:
 - a) information concerning the nature of the grievance;
 - b) any procedures utilized during the course of the grievance proceeding;
 - c) the results of the grievance proceeding, including any discipline imposed.
 - 3. However, in order to recognize the personal privacy interests of employees, the City shall delete from the grievance record:
 - a) the name of the employee filing the grievance;
 - b) the employee's social security number, address, telephone number, and;
 - c) any other personal information protected under rights of privacy.

V. TIME LIMITS

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

Section 5: Discipline

I. STATEMENT OF PURPOSES

To establish a uniform method of employee discipline and due process requirements that comply with the Firefighters Procedural Bill of Rights Act (Government Code §§ 3250 *et seq.*).

The rights and protections conveyed by the Firefighters Procedural Bill of Rights Act “shall only apply to a firefighter during the events and circumstances involving the performance of his or her official duties.” (*Government Code* § 3262.) Investigations and interrogations shall be conducted in accordance with Government Code section 3253.

II. DEFINITIONS

- A. “Discipline/Punitive Action.” Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3251(c.)
- B. “Firefighter.” Any employee employed by a public agency, including but not limited to, any firefighter who is a paramedic or emergency medical technician, irrespective of rank. However, “firefighter” does not include an inmate of a state or local correctional agency who performs firefighting or related duties or persons who are subject to Chapter 9.7 of the Government Code (commencing with Section 3300). The Firefighters Procedural Bill of Rights Act does not apply to any employee who has not successfully completed the applicable probationary period. (*Government Code* § 3251(a)).
- C. “Minor Discipline.” Minor discipline is considered punitive action that does not involve termination or suspension without pay for more than two (2) days. Examples include, but are not limited to, written reprimands, suspensions without pay of two (2) days or less, reduction in pay for thirty (30) days or less, and disciplinary transfers.
- D. “Major Discipline.” Major discipline is considered punitive action that involves termination, disciplinary demotions, pay reductions, suspensions without pay of more than two (2) days, and reductions in pay for more than thirty (30) days.

III. DISCIPLINARY ACTIONS AND PROCEDURES

A. Procedure for Minor Discipline:

- 1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City and/or Department rules, regulations, policies, and procedures that the employee violated.
- 2. Written Response. An employee may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s

personnel file. An employee shall have thirty (30) calendar days within which to submit the written response to the Office of the Fire Chief.

3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, an employee is entitled to an informal administrative appeal.
4. Minor Discipline Appeal Procedures. An employee who receives a Notice of Discipline under this section may appeal to the Fire Chief. Any such request to appeal must be in writing and received in the Office of the Fire Chief within ten (10) calendar days from the date the Notice of Discipline is served on the employee. Thereafter, an informal hearing shall be scheduled before the Fire Chief. In the informal hearing, the Fire Chief shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Fire Chief may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
5. The decision of the Fire Chief shall be in writing and shall be final.

B. Major Discipline Procedures.

1. Notice of Intent to Discipline: Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
 - a. The proposed disciplinary action to be taken.
 - b. The proposed effective date of such action.
 - c. A statement of charges against the employee, which set forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City and/or Department rules, regulations, policies, and procedures that the employee is alleged to have violated.
 - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
 - e. Notice that the employee has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a "Skelly" meeting), which shall be within ten (10) calendar days of the date that the Notice of Intent to Discipline is served on the employee.
2. Right to Respond: Upon receipt of a Notice of Intent to Discipline, the employee shall have the right to respond to the Fire Chief, or designee, in writing or verbally in an informal meeting (i.e., "Skelly" meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action: After the receipt of the employee's written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Fire Chief or designee shall notify the employee in writing of the final decision regarding the intended discipline. If the Fire Chief or designee determines

to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the employee as follows:

- a. The Notice of Disciplinary Action shall be issued within thirty (30) calendar days of the final decision. The discipline that is imposed shall not be effective sooner than 48 hours after the Notice of Disciplinary Action is provided.
 - b. The Notice of Disciplinary Action shall contain:
 - i. The effective date of such action.
 - ii. A statement of charges against the employee, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City and/or Department rules, regulations, policies, and procedures that the employee violated.
 - iii. The materials upon which the action is based.
 - iv. Notice that the employee has the right to request an appeal by filing with the Office of the City Manager a Notice of Defense pursuant to Government Code section 11506 within fifteen (15) calendar days of service of the Notice of Disciplinary Action and that failure to do so will constitute a waiver of the employee right to an appeal. The Notice of Disciplinary Action issued shall serve as the Accusation as described in Government Code §11503.
 - v. A statement substantially in the following form: “Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the Office of the City Manager within fifteen (15) calendar days after the Notice of Disciplinary Action was personally served on you or mailed to you, the Department may proceed with the action without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or delivering or mailing a notice of defense as provided by Government Code section 11506, to the Office of the City Manager. You may, but need not, be represented by counsel at any or all stages of these proceedings. If you desire the names and addresses of witnesses or an opportunity to inspect and copy the items mentioned in Government Code section 11507.6 in the possession, custody, or control of the Department, you may contact the Fire Chief. If you request a hearing, the hearing may be postponed for good cause. If you have good cause, you are obliged to notify the Department or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within ten (10) business days after you discover the good cause. Failure to give notice within ten (10) business days will deprive you of a postponement.”
4. Major Discipline Appeal Procedures: The appeal of major discipline shall be in accordance with the procedures set forth herein and Government Code section 11500 *et seq.* (the “Administrative Procedure Act”). (*Government Code* § 3254.5.) Any request to appeal (i.e., a Notice of Defense) must be received in the Office of the City Manager within fifteen (15) calendar days of the date that the Notice of Disciplinary Action is served on the employee.

5. The hearing shall be presided over and heard by a hearing officer or arbitrator. The City shall provide a Notice of Hearing to the employee at least ten (10) calendar days prior to the hearing, and in accordance with Government Code section 11509.
6. 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 ten (10) calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by coin toss.
7. 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.
8. The arbitrator/hearing officer shall render a decision in writing within thirty (30) calendar days of the close of the hearing or of receipt of closing briefs, whichever is later.
9. All Disciplinary Actions: If the arbitrator finds that the disciplinary action was taken for reasonable cause, the arbitrator shall sustain the action.
10. Suspension/Reductions in Class or Salary: If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. However, the action may not be modified so as to increase the penalty imposed by the Department.
11. Discharge: If the arbitrator finds that the order of discharge should be modified to another form of discipline, the appellant shall be restored to a position in their former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.
12. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the appellant shall be reinstated in a position in their former class and shall receive pay and fringe benefits for all of the period of time the employee was removed from duty.
13. Restriction on Remedies:
 - a. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.
 - b. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since

the date of discharge, but which appellant would not likely have earned but for the discharge, shall also be deducted.

14. General Provisions:

- a. Grievance/Appeal hearings by an arbitrator shall be private.
- b. Demand for Exchange of Evidence: Upon written request by either of the opposing parties in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, each party shall supply to the party copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than five (5) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
- c. An employee shall not suffer loss of pay from their City position for time spent as a witness at an arbitration hearing held pursuant to this procedure during that employee's regular work hours (City ordered). The number of witnesses requested to attend, and their scheduling, shall be reasonable.
- d. At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence. The following rules shall apply:
 - i. Oral evidence shall be taken only on oath or affirmation.
 - ii. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify on their own behalf, the employee may be called and examined as if under cross-examination.
- e. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

15. Decision of the Arbitrator. The decision, opinion, and award of the arbitrator shall be final and binding upon all parties, subject to review only under the provisions of California Code of Civil Procedure Section 1280 et seq. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this MOU and shall not have jurisdiction to make any award which would not have been authorized under applicable authority in the absence of this agreement to arbitrate, except by the joint prior authorization of the parties hereto.

Section 6: Payroll Deductions

The City agrees to deduct dues and assessments in an amount certified to be correct by the Secretary/Treasurer of the Association and/or the elected Association representative, from the pay of those employees who individually request, in writing, that such deductions be made in accordance with the terms and conditions of said request, the first two pay periods each month. When there are three pay periods in a month, dues and assessments shall be deducted only twice in that month. The City shall forward the total amount of dues deducted to the Treasurer of the Association.

The procedures required for the payroll deduction of dues and assessments shall be subject to the policies of the Finance Department and other affected departments of the City. The Association shall indemnify and hold the City harmless from any and all claims, demands or suits, or any other action arising from the deduction of dues and assessments.

Section 7: Labor Management Committee

A Labor Management Committee shall be established to discuss matters affecting employer/employee relations. Meetings shall be held on a mutually agreeable basis. The committee shall be composed of four City employees, two employees selected by Management and two employees selected by the Association.

ARTICLE II – COMPENSATION

Section 1: Salary

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

Effective the first pay period following ratification and approval of MOU, all bargaining unit members shall receive a three percent (3%) across the board salary increase.

Effective on the first pay period, which includes July 1, 2026, all bargaining unit members shall receive four percent (4%) across the board salary increase.

The City and Fire Association will jointly conduct a salary survey prior to the next negotiations process. The salary survey will include the following data and survey cities:

Top step base pay.
City contributions towards Medical, Dental, and Vision insurance.
Deferred Compensation Contribution by City/Agency. Fitness pay
Uniform Allowance Bilingual Pay
Maximum longevity pay
Maximum education incentive pay and certificate pay. Maximum uniform allowance
Shift Differential Resident pay
Employer Paid Member Contribution (represents the amount the employer pays to PERS).
Retiree plan (i.e., 2%@50, 3%@50, 3%@55, etc.).

The cities of Rialto, Redlands, Chino Valley Fire District, Montclair, Ontario, and Rancho Cucamonga shall be included in any future salary/compensation surveys. No cities shall be added to or removed from this list during the term of this MOU.

For the purposes of salary surveys, the Battalion Chief/Fire Marshal classification is benchmarked to the Battalion Chief classification.

Section 2: Promotional Step Placement

Employees will be placed at “D” step during the probationary year. Upon successful completion of the probationary year, the employee will move to “E” step. If placement in “D” step would result in a reduction in pay, the employee shall be placed at the next highest step so that a reduction in pay does not occur. New hires would continue through the normal A-E step raise process.

Section 3: Paramedic Incentive

Effective July 1, 2025, the City will provide a paramedic incentive pay of \$300 per month for Firefighters, Captains, Battalion Chiefs, Battalion Chief/Fire Marshal, and Engineers.

Effective July 1, 2026, the City will provide a paramedic incentive pay of \$400 per month for Firefighters, Captains, Battalion Chiefs, Battalion Chief/Fire Marshal, and Engineers.

Section 4: Paramedic Re-Certification

An employee who maintains a certification as a Paramedic by the appropriate local authority shall receive a sum equivalent to seven hundred fifty dollars (\$750.00) per fiscal year for each year that the certification is in effect. Payment shall be made upon each successful rectification. Further, the City shall continue to pay the cost of all coursework and fees required for recreation. A Paramedic will not receive the recertification bonus during the initial probationary period.

All on-duty coursework needed to maintain certification, which requires overtime, shall have prior approval of the Fire Chief.

Section 5: Performance Evaluations

Employees shall be evaluated on an annual basis and receive merit increases in a timely manner. If evaluations affecting merit/step increases are not accomplished within thirty (30) days from the due date, the merit increase will be implemented immediately upon written notification from the Fire Chief that an evaluation of meets standards or above will be submitted to Human Resources.

Section 6: Overtime

A. 7K EXEMPTION

The City of Colton has exercised its ability to take a statutory "7K" exemption for shift personnel. The work period for such employees shall be 24 days in length.

B. WORK PERIOD

All employees required to perform in excess of the standard work period of 182 hours in a 24-day cycle shall receive compensation at the rate of time and one-half their regular rate of pay for those hours in excess of 182 hours. The regular rate of pay shall include, in addition to base salary, education incentive and longevity pay.

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

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

For overtime not otherwise paid at the time and one-half the regular rate, an employee shall be paid straight time at the employee's regular salary rate.

Non-shift personnel (40-hour employees, non-exempt status) shall be paid overtime for all hours worked in excess of 40 hours during a seven-day work period at a rate of time and one-half the employee's regular rate of pay.

Notwithstanding the above, all hours worked on an emergency callout basis shall be paid at time and one-half the 40-hour rate. An employee called back to duty for an emergency callout shall be paid a minimum of two hours at time and one-half the 40-hour rate, in addition to payment for the actual hours worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

An employee on call back shall not be eligible for an additional call back bonus of two hours if the employee is dispatched to another call prior to being released.

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

C. EARLY RELIEF

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

D. TRAINING TIME

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

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

When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

E. CITY VEHICLE USE

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

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

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

F. NON-EMERGENCY 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 asked to come in two hours or less prior to their regularly scheduled shift to perform non-emergency tasks. An employee called back to duty shall be paid a minimum of two hours at time and one-half the 56-hour rate, in addition to payment for the actual

hours worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

G. 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.

H. CLOTHES CHANGING

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

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

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

I. SHIFT TRADES

This practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have compensable hours increased as a result of the trade; nor shall the employee receiving the trade have compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other.

Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

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

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

There shall be no limit on shift trading unless the department has mandatory training scheduled. In that event, the department shall provide a minimum of one week's notice prior to the scheduled training, informing employees that shift trading for those day(s) is not allowed, unless otherwise approved at the Department.

J. COURT PAY

When an employee is physically called to court, while off duty, the employee shall be credited on a hour-for-hour basis for the time actually spent in court. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

K. A.M. WORKOUT

The period between 0830 and 1000 hours shall be allotted to the employee each day for optional physical training (PT) provided no department, station or joint agency training is scheduled for that period and provided that no department activity, demonstration or community activity has been scheduled during that period. This period of 1 ½ hours shall be used by the employee for PT and shall include the morning break period. The employee shall be in uniform and ready for scheduled activities at 1000 hours. However, should the PT period be interrupted by an emergency or other activity, the allotted time will continue upon return, until such time as the 1 ½ hours has been completed.

The employee shall be allowed to report to work in appropriate PT clothing unless there are scheduled activities, which would require the employee to report in uniform.

The PT period may be declined, at the option of the employee. The employee shall then be responsible for duties as designated by their supervisor.

L. BATTALION CHIEF/FIRE MARSHAL

The Battalion Chief/Fire Marshal ("BC/FM"), in lieu of receiving overtime, will receive 80 hours of administrative leave per fiscal year, subject to the following exception:

The Battalion Chief/Fire Marshal ("BC/FM"), if qualified, shall be permitted to work operational overtime. When working operational overtime, the BC/FM shall be paid at the rate of 1.05% of the BC/FM regular rate, and is intended to be equal to, but not less than, the highest BC's overtime rate. The Fire Chief shall have the sole authority to determine if the BC/FM is qualified to work operational overtime and the Fire Chief must pre-approve all operational overtime for the BC/FM.

Section 7: Acting Out of Class Pay

Employees assigned to perform essentially the full range of duties allocated to a position in a higher classification shall receive acting pay in accordance with the following conditions and requirements:

- A. The work assumed must be that of a budgeted position and performed in the absence of the regular incumbent.
- B. The content of the position or work assumed must be fully and totally the same as performed by the regular incumbent.
- C. Credit shall not be given for any acting capacity work, which is referenced in a class specification as being appropriate to the employee's regular position.
- D. Any Fire employee assigned to work in a higher classification for a period of four shifts or more, for shift personnel, or for a 15-day period for non-shift personnel, shall receive additional compensation from the first day of said assignment.
- E. Acting capacity work must be approved by the Fire Chief and the City Manager.
- F. The determination of whether particular duties are subject to compensation at a higher rate of pay lies exclusively with the City of Colton. Employees who qualify for acting pay shall receive the equivalent of one pay range additional pay or the first step of the salary range assigned the position being filled, whichever is higher, except that in no case will an employee be compensated at higher than the "E" step of the acting classification.
- G. Short-term Acting Positions are positions assigned to work in a higher classification for a period of three consecutive 24-hour shifts or less. Short-Term Acting Positions can only be offered to Fire employees that have completed a position task book and/or be on an active promotional list for the rank they intend to fill. Short-Term Acting Positions cannot be force hired and will be offered only after exhausting the normal means of staffing from the affected rank. Overtime compensation will be at the Short-Term Acting Fire employee's normal overtime rate for the leave type being filled. Unfilled vacancies in the Short-Term Acting Fire employee's rank must be covered prior to filling any Short-Term Acting Position.

Section 8: Longevity Pay

Effective July 1, 2025, eligible employees shall receive a monthly longevity stipend. Payment of the longevity stipend shall be issued on a bi-weekly schedule (26 payments per year) in the following amounts:

1. Upon completion of 10th year of service = \$100 per month (annual \$1,200)
2. Upon completion of 15th year of service = \$200 per month (annual \$2,400)
3. Upon completion of 20th year of service = \$300 per month (annual \$3,600)
4. Upon completion of 25th year of service = \$400 per month (annual \$4,800)

Eligible employees shall only receive one monthly longevity stipend. Longevity stipends shall not be cumulative.

For purposes of determining eligibility for the longevity stipend, the following shall qualify as “years of service”:

1. Total years of service with the City of Colton.
2. Total years of employment with another public agency while working in a similar full-time public safety job classification.

Section 9: Bilingual Pay

Effective January 1, 2021, the City agrees to pay \$200 per month (\$100 to be paid on the first two pay periods of the month) to employees who successfully complete a bilingual examination and who have been recommended by the Fire Chief and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Fire Chief shall terminate the bilingual compensation by written notice to the Human Resources Director. The Fire Chief shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

Section 10: Training Captain Incentive

Effective January 1, 2021, a Fire Captain assigned to train a probationary employee will receive \$400 per month, or a pro-rate thereof.

Section 11: Special Certification Pay

Effective October 1, 2005, each affected employee shall receive the following monthly amounts if the employee possesses the requisite certificates needed to obtain certification.

Firefighter II	1.5%
Company Fire Officer	2%
Chief Officer	2.5%
Executive Fire Officer	3%

The above certification pay is non-cumulative.

Section 12: Special Assignment Pay for Arson Investigator

Effective January 1, 2021, the City will provide Fire Arson Investigator Premium of \$150 per month for Firefighter, Firefighter Medics, Engineers, Captains, Battalion Chiefs, and Battalion Chief/Fire Marshall who are assigned as Arson Investigators. It is understood that the determination of those assigned shall be at the discretion of the Fire Chief and there will be two arson investigators per shift, thus a maximum at any one time of six (6) total shift slots and one (1) additional Arson Investigator pay for the Battalion Chief/Fire Marshall classification for a total of seven (7).

Section 13: Retroactive Pay Calculations

Retroactive pay calculations are paid on the base rate of pay as of the effective date of the increase.

However, the City and Association have agreed to a one-time bonus payment in lieu of retroactive payments for all Association members. It is agreed and understood that the one-time bonus payment shall be taxed but shall not be reported to CalPERS for retirement calculations or any other purposes. It is also agreed and understood that the one-time bonus payment is intended to avoid the tedious task of calculating each individual member's retroactive pay effective July 1, 2025. It is further agreed and understood that no employee in this bargaining unit will receive a separate retroactive payment concerning any of the salary and/or incentive pay increases in this MOU effective July 1, 2025, including but not limited to, retroactive payments for any overtime worked between July 1, 2025 and the implementation date of this MOU (first full pay period after City Council approval on October 7, 2025). The following one-time bonus amounts were agreed to with the understanding that this MOU will be reviewed and approved by City Council on October 7, 2025 and the MOU terms will be implemented the first full pay period after City Council approval:

- Each employee in the ranks of Firefighter and Firefighter Medic shall receive a one-time bonus of four thousand two hundred twelve dollars (\$4,212.00).
- Each employee in the rank of Engineer shall receive a one-time bonus of five thousand four hundred twenty dollars (\$5,420.00).
- Each employee in the rank of Captain shall receive a one-time bonus of seven thousand five hundred ninety-nine dollars (\$7,599.00).
- Each employee in the ranks of Battalion Chief and Battalion Chief/Fire Marshall shall receive a one-time bonus of five thousand six hundred seventy dollars (\$5,670.00).

In general, all retroactive payments will be processed within 30-60 days of approval. Employees shall not call the Payroll Division prior to the end of the 60-day processing time.

Section 14: Signing Bonus

Recruitment and retention have been a challenge, in which the City and Department have recognized the concern. Additionally, signing bonuses were implemented on March 15, 2022. The following are the terms and conditions for newly hired employees to receive a signing bonus:

1. The term "newly hired" refers to an employee that is hired by the CITY in the classification of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Firefighter Medic, or Battalion Chief/Fire Marshal. "Newly hired" shall not apply to a current CITY employee that promotes to a higher rank or classification.
2. The term "recently hired" refers to an employee that is hired by the CITY in the classification of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Firefighter Medic, or Battalion Chief/Fire Marshall on or after March 1, 2020. "Recently hired" shall not apply to a current CITY employee that promotes to a higher rank or classification.

3. The term “hired” refers to an employee that accepts an offer of employment from the CITY in the classification of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Firefighter Medic, or Battalion Chief/Fire Marshal and begins first day of work for the CITY.
4. The term “lateral” refers to an employee that has previous work experience acceptable to the Human Resources department and accepts an offer of employment from the CITY in the classification of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter, Firefighter Medic, or Battalion Chief/Fire Marshal.
5. Newly hired CFFA members shall receive signing bonuses as follows:
 - a) \$2,500.00 (two thousand and five hundred dollars) after successfully passing the six (6) month probationary test, to be paid concurrently with the next payroll check due to employee after reaching this milestone.
 - b) \$5,000.00 (five thousand dollars) upon successfully passing probation (typically 12 months from the date of hire), to be paid concurrently with the next payroll check due to employee after reaching this milestone.
 - c) \$7,500.00 (seven thousand five hundred dollars) on the 1-year anniversary of successfully passing probation, to be paid concurrently with the next payroll check due to employee after reaching this milestone.
6. Newly hired Lateral CFFA members shall receive signing bonuses as follows:
 - a) \$5,000.00 (five thousand dollars) upon successful completion of the City’s fourteen (14) day mini-Fire Academy.
 - b) \$5,000.00 (five thousand dollars) upon successfully passing probation (typically 12 months from the date of hire), to be paid concurrently with the next payroll check due to employee after reaching this milestone.
 - c) \$5,000.00 (five thousand dollars) on the 1-year anniversary of successfully passing probation, to be paid concurrently with the next payroll check due to employee after reaching this milestone.
7. Recently hired CFFA members shall receive signing bonuses based on the same criteria in Section 5 and Section 6 above, depending on whether they are laterals; however, no bonuses will be retroactive. Specifically, a recently hired CFFA member does not qualify for any bonuses where the triggering events have occurred prior to the effective date of this side letter, as illustrated below:
 - a) If a recently hired CFFA member began working for the CITY on July 1, 2020 and has already successfully passed probation, they are only eligible to collect

the \$7,500 and/or \$5,000 bonus respectfully on the 1-year anniversary of successfully passing probation pursuant to Section 5(c) or 6 (c) above, as all of the other bonus thresholds have occurred prior to the effective date of this side letter.

- b) If a recently hired CFFA member who is not a lateral began working for the CITY on March 1, 2022, is eligible to collect all of the bonuses pursuant to Section 5 above. If a recently hired CFFA member who is a lateral began working for the CITY March 1, 2022, is eligible to collect all of the bonuses pursuant to Section 6 above.

Employees that have left City employment and returned, are not eligible for an additional signing bonus if they received it when originally hired.

ARTICLE III – FRINGE BENEFITS

Section 1: Cafeteria Plan

The City will provide employees with health insurance plans available under the Public Employees' Medical and Hospital Care Act through California Public Employees Retirement System (CalPERS) under the Cafeteria Plan.

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive the following monthly allowance from which employees can choose medical, dental and/or vision insurance:

- Effective the first full month following ratification and approval of this MOU: \$1,675 per month.
- Effective January 1, 2026: \$1,750 per month.

In addition, supplemental insurance opportunities will be provided for employees to purchase supplemental medical insurance and childcare coverage.

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing, coverage of the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement. In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said cafeteria dollar amounts shall be provided in the form of bi-monthly cash disbursements (payable 24 times per year), subject to the limitations set forth below. Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

EMPLOYEES HIRED BEFORE JANUARY 1, 2018

For employees hired before January 1, 2018, the maximum amount of Health Insurance Opt-out will be capped at \$1,225 per month for cash-in-lieu or for the difference between the medical insurance premium and the cafeteria dollar amount.

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2018

Employees hired on or after January 1, 2018, shall have a maximum cap of \$500 per month for cash-in-lieu or for the difference between the medical insurance premium and the cafeteria dollar amount.

Section 2: Retirees' Health Insurance Participation

Members of the Fire Unit who retire from the City may enroll in the City-provided health insurance plan of the employee's choice.

Employees who have served a minimum of 20 years with the City shall have their and their spouse (2-Party) premium paid for by the City up to Medicare age. After the retiree reaches Medicare age, they can maintain health insurance with the City, but the retiree must pay their own premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee and spouse remain insurable.

The City will provide the retiree's health insurance benefit through City provided medical insurance, as described above, to retirees who move outside of California and enroll in a City provided health insurance plan. The city will reimburse the retiree monthly up to their previous premium rate.

EMPLOYEES HIRED BEFORE JANUARY 1, 2018

Effective June 30, 2024, for employees who served a minimum of 20 years with the City, the contribution to retiree medical benefits will be capped at \$2,100 per month. The retiree will be responsible for payment of any premium payments that exceed \$2,100 per month. Any current retirees and employees who retire before June 30, 2024 shall not be impacted by the establishment of the cap in this provision.

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2018

Employees hired on or after January 1, 2018, City's contribution for Retiree Health Insurance Benefit will be capped at \$500 per month.

Section 3: Retirement

The City shall properly calculate and report to CalPERS all compensation and special compensation earned by employees, as set forth in the California Public Employees' Retirement Law. At the request of an individual employee, the City shall meet with that employee and provide a breakdown of the compensation and special compensation earned over time so that the employee can verify the accuracy of what has been reported and properly calculate the single highest year of compensation for retirement planning purposes.

1. Fire safety unit member who are "Classic" hired prior to October 15, 2011 are covered by the 3% at 50 retirement formula. Fire safety unit members who are "Classic" hired on or after October 16, 2011, are covered by the 3% at 55 retirement formula.
2. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2.7% at 57 retirement formula. Safety employees subject to the 2.7% at 57 formula shall pay the statutorily mandated employee contribution rate of one-half the total normal cost.
3. Effective January 1, 2019 employees shall pay twelve percent (12%) for classic members and three percent (3%) for PEPRA members of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).

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

1. One-year final compensation for Classic Members;
2. Military buyback;
3. Post-Retirement Survivor Allowance (sworn);
4. 1959 4th Level Survivor Benefit. The cost of the benefit will be paid by the members in the unit and not by the City.

Section 4: Life Insurance

The City will provide each represented employee a fully paid term life insurance policy in the amount of \$100,000.

Section 5: Long Term Disability/PERS Survivor's Benefit and Uniform Allowance

Effective April 1, 1997, the City agrees to the elimination of the long-term disability coverage from the "cafeteria plan" and instead making a contribution of \$26.77 per month per employee to offset the cost of the PERS Survivor's benefit with the remainder used to adjust uniform allowance. Members will purchase their own LTD insurance.

Section 6: Uniforms

A. UNIFORM ALLOWANCE

The City agrees to pay the uniform maintenance allowance of \$75.00 per month (plus \$26.77 LTD (see Section 5) minus \$7.83 for 1959 Survivors Benefit (see Section 3) = net \$93.94 per month). Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

B. UNIFORM VALUE

With respect to safety employees who are Classic members, the City shall report to CalPERS the monetary value of uniforms for those employees required to wear uniforms in the amount of \$19.23 per pay period. The parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire.

C. UNIFORM REPLACEMENT PROGRAM

All uniformed personnel who have completed their initial probationary period will be entitled to uniform replacement by the City to the following schedule:

1. PANTS: Two (2) Class B pants, every twelve (12) months or one (1) BDU style wildland pant, every twelve (12) months.
2. SHIRTS: Two (2) Class B short or long sleeve shirts, every twelve (12) months or one (1) Class B shirt and four (4) uniform T-shirts with embroidered rank on the front [any combination of short or long sleeve T-shirts not to exceed four (4) T-shirts total], every twelve (12) months or eight (8) Uniform T-shirts with embroidered rank on the front [any combination of short or long sleeve T-shirts not to exceed eight (8) T-shirts total], every twelve (12) months.
3. JACKET: One (1) All weather jacket, every two (2) years or one (1) Jacket with liner, every two (2) years.
4. BELT: Replaced every two (2) years.

In addition, pants, shirts, jackets, shoes, and belts which become damaged beyond repair, while in the performance of duty, shall also be replaced by the City.

Any changes to the type of style of uniform are subject to meet and confer.

D. FIRE DEPARTMENT UNIFORM REPLACEMENT

1. Purpose:

The purpose of the Uniform Replacement Program is to:

- a. Ensure that uniformed fire personnel wear neat, clean uniforms that are in good condition and repair and that the personnel present a good image of the Fire Department and the City of Colton to the public.
- b. Alleviate the financial burden of the uniform required to be worn on duty.

2. Eligibility:

All Fire Department personnel who have completed their initial probationary period will be eligible to participate in the Uniform Replacement Program.

Section 7: Educational Incentive Benefits

All personnel who have completed their initial probationary period with the Colton Fire Department will be eligible to participate in the Education Incentive Program. Monthly remuneration (flat rate) is as follows:

	<u>Intermediate Fire Certificate</u>	<u>Advanced Fire Certificate</u>
Firefighter or Firefighter Medic	\$120	\$187
Fire Engineer	\$132	\$200
Fire Captain	\$165	\$248
Fire Battalion Chief	\$193	\$275
Battalion Chief/Fire Marshal	\$193	\$275

Such benefits shall be paid in the first two (2) paychecks of the month.

Section 8: Social Security

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

Section 9: Medicare

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

Section 10: Separate Checks

Separate checks shall be issued for uniform allowance, paramedic re-certification, sick leave buybacks, vacation buyback, and holiday buyback.

Section 11: Tuition Reimbursement

For permanent employees (non-probationary), the City agrees to reimburse employees up to \$2,500 per employee, per fiscal year, so long as funds are available, for 100% of costs for tuition and books incurred for job-related education. Such expenditure must enhance the furtherance of City or continuing educational goals. Requests for such reimbursement must be submitted after successful completion of the course(s) and must be approved by the Fire Chief, then by the Human Resources Director, 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 12. Voluntary 401a Retirement Plan

The City shall administer a 401a plan through ICMA-RC for Fire unit members. This plan is voluntary and fully funded by Fire unit members only. There shall be no City contribution to this plan. Member designated funds shall be made through payroll deductions.

Section 13: Wellness Program

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

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

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

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

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

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

No disciplinary action will result if a represented employee opts not to participate in the Wellness Program.

Section 14: Medical Expense Reimbursement Plan (MERP)

A. Defined Classes of Employees Receiving Contributions: The "Defined Class" of employees receiving contributions to the IAFF Medical Expense Reimbursement Plan (hereafter, the "IAFF MERP") of the WSCFF Employee Benefit Trust (hereafter, the "Trust"), as set forth below, consists of all employees of the City represented by the Association:

1. Employees hired before January 1, 2018.
2. Employees hired on or after January 1, 2018.

B. Employee Contribution Amount: The City and the Association agree that the City shall withhold a mandatory contribution each month on a pre-tax basis from the pay of every employee in the Defined Classes and shall transmit such contributions to the IAFF MERP pursuant to the requirements in Section C below. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

1. Employees hired before January 1, 2018 shall contribute \$75 per month.
2. Employees hired on or after January 1, 2018 shall contribute \$200 per month.

C. Remittance of Contributions: The City shall remit all IAFF MERP contributions directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee. The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust in regard to reporting and depositing the required contributions set forth herein.

D. Reporting to Trust Office: The City shall electronically submit to the Trust Office a monthly (or per pay period) report of contributing employees for each contribution sent to the Trust and received by the Trust Office within five (5) days of receipt of the contribution funds. The report will include at a minimum: employee first and last name, employee number, Social Security Number, bargaining unit, employee contribution amount.

The City shall also provide an initial report of contact information for all contributing employees to the Trust Office, and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.

The Trust will provide a secure data transfer platform or process for transmission of this employee information to the Trust Office.

Association explicitly authorizes City to share confidential information, including but not limited to employees' social security numbers, with the Trust.

E. Modification of Employee Contribution and Leave Amounts: The City and the Association agree that the Association has the right, subject to approval of its members according to the Association's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section B), or to include a mandatory contribution of employee leave during the course of this Agreement, as long as the modification is mandatory for all employees in the Defined Class.

F. Indemnification: The Association agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operations of the Trust and/or transfer and/or handling of all employee data shared with the Trust.

ARTICLE IV – LEAVES

Section 1: Vacation

A. Shift employees shall accrue vacation hours as follows:

During years of Continuous Service	Hours Accrued Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
0 months- 5	13 1/3	160	320
6-10	18 1/3	220	440
11	19 1/3	232	464
12	20 1/3	244	488
13	21 1/3	256	512
14	22 1/3	268	536
15+	23 1/3	280	560

B. Non-shift employees shall accrue vacation time as follows:

During years of Continuous Service	Hours Accrued Per Month of	Annual Accrual	Maximum Accrual Accumulation
0 months-5	10	120	240
6-10	13 1/3	160	320
11	14	168	336
12	14 2/3	176	352
13	15 1/3	184	368
14	16	192	384
15+	16 2/3	200	400

C. 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.

D. Use of Vacation Time:

1. It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is discouraged. In no event may vacation be taken in increments of less than one hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the Fire Chief. The City Manager may authorize an eligible employee to incur a negative vacation balance of up to five days or up to 2-1/2 shifts for shift employees.
2. Vacation time may not be taken during the first year of service for safety employees or the first six months of service for non-safety employees.

3. Vacations shall be taken at times determined by the Fire Chief with due regard for the wishes of the employee and for the needs of the service.
4. An employee who terminates employment shall be paid for all credited or accrued vacation.
5. 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 Fire Chief and approval of the Human Resources Director.

E. Sell Back of Vacation Time:

Employees shall be allowed to buy back up to 40 hours of vacation per fiscal year provided a minimum of 100 hours is retained after buy back, subject to the following provisions:

Employees may make a written election to cash-out some or all of the leave pay that the employee will accrue in the following year, subject to the provisions/limitations for cashouts/buy backs in this MOU. Such election to cashout leave pay must be made by the employee on or before December 31st of the year prior to the employee's payout date for the leave pay being cashed-out/bought back. Such election will be irrevocable once made.

The payout date for the cashout/bought back leave pay will be in the first full pay period after December 1 of each year, and must be a date by which the employee will have accrued in such payroll year leave pay which equals or exceeds the amount of leave pay which the employee has elected to cash out.

Section 2: Administrative Leave (BC/FM)

The Battalion Chief/Fire Marshal, in lieu of receiving overtime, subject to the limited exception in Article II Section 6 Item L, will receive 80 hours of administrative leave per fiscal year. The BC/FM shall have the right to cash out up to 80 hours of administrative leave per fiscal year (June 30th). Any administrative leave hours which have not been cashed out or used by the BC/FM by the end of the fiscal year shall be forfeited and will not be "carried over" to the following fiscal year.

Section 3: Holidays

- A. All non-shift personnel shall receive the following 10-hour holidays off:

- New Year's Day
- Martin Luther King's Birthday
- President's Birthday
- 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 Hours Floating Holiday time accrued each July

- B. Effective January 1, 2021, all shift personnel shall receive 192 hours of holiday credit at the beginning of each fiscal year on July 1. The holiday credit will be prorated, with one-month equal to 16 hours, for shift employees hired after June 30. Holiday credit is earned from the 1st if hired by the 15th, if hired from the 16th through the 31st holiday credit is earned the next month.
- C. Holiday leave must be taken in the fiscal year earned and cannot be carried over. Holiday leave that is not taken as paid leave during the fiscal year will convert to cash paid at the employee's regular rate of pay.
- D. Shift personnel shall not take Holiday leave in increments of less than one hour.
- E. Employees shall not receive any form of compensation for unused holiday leave except as provided for in paragraph G below.
- F. The taking of holiday leave is subject to prior approval of the Fire Chief.
- G. Payment for the holiday time shall be made by June 30 of each year. In the event that an employee separates from service and has used and/or been paid for holidays in excess of 16 earned hours per month, the employee shall reimburse the City for the overage.

Section 4: 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 or Staffing Captain 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 temporary total disability Workers' Compensation benefits, after 4850 has been exhausted;
- 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 twelve (12) hours for each calendar month of service for shift employees, and eight (8) hours for each calendar month of service for non-shift employees. Unused sick leave shall be accumulated at the rate of 144 hours a year for shift employees, and 96 hours a year for non-shift employees. There shall be no limit on the amount that can be accumulated.

Sick Leave Reports

In order to receive compensation while absent on sick leave, the employee shall notify the immediate supervisor or Staffing Captain prior the time set for beginning daily duties. When absence is for more than three (3) work days, a supervisor may request that the employee file a physician's certificate or a personal affidavit with the Human Resources Director, stating the cause of the absence.

Family Attendance

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

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 Buy Back

Effective July 1, 2025, Fire Association employees will be allowed to sell back sick leave according to the table below according to the following provisions:

1. The employee shall be compensated at their current salary at the time of request; and
2. The written request shall be in the form of a memorandum, submitted one time during the calendar year period, and prior to December 31st of each year, subject to the following provisions:

Minimum Years of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
3	51	100
4	64	200
5	77	300
6	91	400
7	104	500
8	117	600
9	130	700
10 or more	144	800

Employees may make a written election to cash-out some or all of the leave pay that the employee will accrue in the following year, subject to the provisions/limitations for cashouts/buy backs in this MOU. Such election to cashout leave pay must be made by the employee on or before December 31st of the year prior to the employee’s payout date for the leave pay being cashout/bought back. Such election will be irrevocable once made.

The payout date for the cashed-out/bought back leave pay will be in the first full pay period after December 1 of each year and must be a date by which the employee will have accrued in such payroll year leave pay which equals or exceeds the amount of leave pay which the employee has elected to cash out.

Accumulated Sick Leave at Termination

A. Sick Leave:

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated for cause. In no event shall employees who have not worked for the City as regular employee for more than five (5) years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including, but not limited to, retirement. Upon the separation or retirement being accomplished, the employee shall be compensated for accumulated unused sick leave (if and only if they have five (5) years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of hours of sick leave accrued, multiplied by the hourly rate earnings at the time of separation multiplied by a percentage as follows:

If employed more than five (5) years but less than ten (10)	10%
If employed more than ten (10) years but less than fifteen (15)	25%
If employed more than fifteen (15) years but less than twenty (20)	50%
If employed twenty (20) years or more	75%

The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

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

Section 5: Bereavement Leave

Up to 48 hours per occurrence (40 hours for non-shift personnel), two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee's father, step father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife husband, child, step-child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. Bereavement leave utilized by shift personnel shall provide up to 10 continuous days off not subject to recall. If a member chooses to work an overtime shift, trade or other work shift during the 10 day bereavement period, that member shall be subject to recall from the date of working until their next regularly scheduled shift.

The City reserves the right to request reasonable verification of the need for such leave.

Section 6: Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

Section 7: Jury Duty

If an employee serves on jury duty during a regularly scheduled work shift/day, the hours are listed on his time sheet.

Employees who are requested to appear for jury duty must bring back with them a certification slip. The certificate is filled out and made available by the Jury Clerk. The certificate must be attached to the request for leave form when it is submitted to the supervisor.

The City pays the employee's full salary while serving on jury duty. Refer to the City Policy, 4.05.100, for additional guidance.

Section 8: Employee Witness Leave

Any employee who is required to be absent from work by a subpoena properly issued by a court or agency/commission legally empowered to subpoena witnesses, which subpoena compels the employee presence as a witness, except as a party or an expert witness, shall be allowed the time necessary to be absent from work at normal pay to comply with such subpoena, provided deposits fees (if received) except mileage, for such service with the supervisor. Any employee who is required to be absent from work to represent themselves at an administrative proceeding at which individual employment or pay status is at issue, shall be allowed the time necessary to be absent from work at normal pay.

“Time necessary to be absent from work” as used in this policy does not include any time during which the employee is "on call" or their presence in a proceeding is not required.

Section 9: Leave Without Pay

The City Manager may grant a permanent employee a leave of absence without pay not to exceed six months. Any request for a leave of absence for a period longer than six months may be granted by the City Manager. No such leave shall be granted except upon written request of the employee. Approval shall be in writing and a copy filed with the Human Resources Office. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge. No absence or leave will be granted when the purpose of the employee is to enter the services of another employer.

ARTICLE V – WORKING CONDITIONS

Section 1: Hours

“48/96” Work Schedule:

Shift personnel will work a 48/96 schedule. Each regular shift will consist of 48 consecutive hours, which will be followed by 96 hours off duty, unless recalled to work.

For purposes of paid leave, other time off or shift coverage, each 48 hour on-duty period will be considered two consecutive 24 hour shifts, which may be taken off or covered individually.

Section 2: 48/96 Christmas Language

In the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the proceeding shift (relief shift) as follows:

The entire affected shift will work on December 22 and December 25, the entire relief shift will work December 23 and December 24.

These changes will be considered regular work days for the shifts and are subject to normal Fire Department practices regarding leave requests, shift trades; etc.

Example:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
A	A	B	B	C	C

Changes to:

<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
B	A	A	B	C	C

Section 3: Staffing

Shift Personnel

The workweek for fire suppression personnel is 56 hours per week averaged on a fiscal year basis.

Non-Shift Personnel

The workweek for non-suppression personnel is 40 hours per week averaged on a fiscal year basis.

Minimum Assignment

Engine/Truck Company

- 1 - Fire Captain
- 1 - Fire Engineer
- 1 - Firefighter or Firefighter Medic

Additionally, the City agrees to provide one (1) Battalion Chief per 24-hour shift.

Operation and staffing of a paramedic squad in the future is at the City's sole discretion. Currently, the City and the Association have agreed not to operate a paramedic squad. Should the City choose to reinstate the operation of a paramedic squad in the future, the City agrees to minimum staff assignment as follows:

Squad

- 2 – Firefighter Medic

Nothing contained herein shall require meet and confer of the MOU for any staffing increases proposed by the City or its' designee. Further, the meet and confer process shall not be required due to Association endorsement of any City proposed staffing increases.

A. Definitions

ACTING TIME: Acting positions are to be used to fill long-term vacancies only.

AMOUNT OF PERSONNEL ALLOWED OFF: Once the scheduled overtime for a month has been issued, any number of personnel may be allowed off. Personnel must find their own replacement by inputting their requested days off into the Telestaff program. Telestaff will outbound vacant shifts for coverage after 10:00 a.m. each morning. Short notice vacancies may require a Captain to outbound the shift for coverage. It is the employee's responsibility to ensure that the shift has been out bounded and covered. The department is only responsible for covering vacancies for primary and secondary vacation or holiday. The department will be responsible for filling leave due to illness, injury, bereavement, or department business.

DEPARTMENT BUSINESS TIME: Whenever personnel are on-duty but are not available for emergency calls, they cannot be included as on duty personnel and must be replaced by overtime personnel.

EMERGENCY STAFFING: This overtime is incident related and is used to cover for depleted staffing from strike teams, task forces, local incidents, etc. This will also cover personnel off duty that are on incidents, which may take them past their regular duty hours. If there is a time period before the coverage is needed, not immediate need with emergency calls waiting, the personnel calling back coverage should refer to the "Constant Staffing Policy" to provide the coverage needed. Emergency overtime will be paid at a rate of time and one-half based on a 40-hour weekly equivalent hourly rate. This rate will be referred to as overtime 1. Emergency overtime hours worked will be logged in the Telestaff.

HOLIDAYS: In order for constant staffing to work, personnel cannot be expected to be forced in on some holidays. Therefore, if personnel wish to have the listed holidays off they will have to find their own coverage, unless personnel have signed up to work on those holidays in Telestaff. The days off will be given to the most senior personnel by rank that wishes to have that day off. An employee who has taken a given holiday off may not take it two years in succession. The day will be given to the next senior person in that rank desiring that day off.

HOURS TRACKING: All overtime related to staffing training and emergency overtime will be logged in Telestaff.

On January 2nd of each calendar year, the hours personnel have attained from the previous year will be zeroed out and personnel will be ranked in Telestaff by order of seniority in the Department.

LONG TERM VACANCIES: A known vacancy in excess of five (5) shifts, created by other than vacations and holidays.

NEW EMPLOYEES: New hires will not be eligible for overtime until they have been on shift for three months. After three months, they will be included in Telestaff and be positioned in their respective rank based on the average number of hours for all employees in that rank.

NON-EMERGENCY STAFFING: Overtime used to cover for vacancies of line personnel who are off duty for vacations, holidays, sick leave, bereavement leave, injury leave, department business, and planned coverage of equipment for periods of high call loads. This overtime is paid at time and one-half the employee's regular rate of pay; this overtime rate will be referred to as overtime 2. This overtime is assigned and tracked by Telestaff based on the guidelines listed in the "Constant Staffing Policy". (Refer to Colton Fire Department Operations Manual).

PARTIAL SHIFTS: Partial shifts are to be considered anything less than 24 hours. If on-duty personnel are to be off any amount of time, overtime personnel will be called in for the total time absent. Personnel requesting use of Vacation or Holiday time of less than 4 hours must cover their own partial shift with appropriate personnel. Personnel requesting use of Vacation or Holiday time of 4 hours or more may have the partial shift covered with the normal monthly scheduled staffing provided appropriate personnel are available to work.

PENALTIES: If an employee refuses to report for required duty without a valid excuse as outlined in the Colton Fire Department Rules and Regulations, the employee shall be subject to penalties described in those rules and regulations.

If an employee should sign up on the staffing pool list and then refuse the overtime hours, the employee then is credited for those overtime hours without pay in Telestaff. (This will not reflect on hours worked to lower on the overtime force hire list).

PRIMARY AND SECONDARY VACATION OR HOLIDAY: Employees may designate any vacation or holiday period as a primary or secondary vacation or holiday. Each employee is allowed only one (1) primary and one (1) secondary leave per calendar year. Primary and Secondary leaves shall be covered by force hiring personnel if necessary, however, an employee off on Primary or Secondary leave shall not be subject to being force hired. Primary and Secondary leaves shall be a minimum of 24 hours.

PROMOTIONS: Employees that are promoted or change rank for any reason will retain their hours from their previous rank and transfer the hours to their new rank. This does not apply to holiday hours for employees moving from shift to a non-shift position, and/or vice versa; their holiday hours will be cashed out.

REQUIRED STAFFING/FORCE HIRE: The non-voluntary recall to duty. When scheduled staffing or the staffing pool cannot cover personnel leaves, personnel may be

required to report to duty. This is to be used only when all means of coverage have been exhausted. The employee with the least amount of overtime hours is considered force hired. This means that the employee will be required to work the overtime. However, that person will be able throughout the required duty to try to obtain coverage for the remainder of the overtime requirement.

SENIORITY: Time in the Department.

SCHEDULED STAFFING: Overtime to cover vacancies known about prior to the 15th of the month preceding the month the vacancies will occur. Employees may sign up in Telestaff at any time; however, they must sign up by the 15th of each month to be eligible for scheduled staffing for the following month. Example: Sign up by March 15th to be eligible for April scheduled staffing.

SHIFT: Any 24-hour period beginning at 0800 hours.

STAFFING POOL/MANPOWER POOL: This is for department use only and used to cover for short notice vacancies. It is a voluntary way to sign up to work in case of short notice vacancies other than vacation or holidays. After 1700 hours on any given day, this becomes the priority list for that evening or the next day. This list is valid until 0830 the next day. Personnel who sign up for the manpower pool are assuring their availability to work and must accept an assignment when called. Failure to accept an assignment will result in hours credited to that employee's total. Multiple abuses of the manpower pool could result in disciplinary action.

TELESTAFF: A computer-based program used by the Colton Fire Department to manage the staffing needs of the Department.

UNSCHEDULED STAFFING: Any staffing not covered on the monthly scheduled staffing calendar.

B. Holidays

- | | | |
|-------------------|-----------------------|---------------------|
| 1. New Year's Day | 4. Christmas Eve Day | 7. Independence Day |
| 2. Easter | 5. Christmas Day | |
| 3. Thanksgiving | 6. New Year's Eve Day | |

C. Staffing Vacancy Preference List

1. Scheduled Staffing List
 - a. Call back for Battalion Chief:
Choice #1.....Battalion Chief
 - b. Call back for Captain:
Choice #1.....Captain

- c. Call back for Engineer:
Choice #1.....Engineer
- d. Call back for Firefighter Medic:
Choice #1.....Firefighter Medic
Choice #2.....Certified Paramedic in another rank
- e. Call back for Firefighter:
Choice #1.....Firefighter
Choice #2.....Firefighter Medic
Choice #3.....Engineer

D. Unscheduled Call Back Policy

1. Upon short notice of notification that an employee has reported in sick or for some other reason an employee will not be reporting for work, the headquarters Captain shall immediately:
 - a. Refer to Telestaff for available personnel. Exception: If it is between 1700 hours the night before and 0830 hours the day the overtime is to be filled, then fill from the staffing pool list first.
 - b. Refer to the staffing pool list and call back person with lowest hours signed up in the vacant rank. If two or more personnel have the same number of hours, it is then given in order of seniority from most senior to least senior. If unable to fill vacancy from staffing pool then refer to unscheduled staffing "bucket" list.
2. Force Hire List Procedure:
 - a. The Captain will consult the Telestaff hours tally and determine which employee of the required rank has the lowest number of hours. This employee will be required to report to duty, if necessary.
 - b. The actual phone call:

The employee who will be forced hire shall be called first. The employee will be told of the call back and told will be required to work unless another employee accepts the call back. The force hire employee will be instructed to remain available for either a phone call, to notify that someone else has taken the call back, or that, they will have to work.
 - c. The Captain will then contact in order, all the other employees eligible to work overtime. If no other employee will work the call back, the Captain will then call the forced hire employee placed and require that the employee report to duty.

There may be occasions when the employee with the lowest overtime hours cannot be forced hire.

1. The employee is on sick leave or injury leave,
2. The lowest employee is on primary or secondary vacation or holiday,
3. When the employee will be required to work over a 96 hour shift,
4. An employee will be required to report to duty within 96 hours of a previous force hire.

When this occurs, the next lowest employee will be forced hire.

E. Station Coverage Until Call Back Is Secured

Until the call back arrives at the designated station, the employee of the required rank at the station must remain on duty.

F. Recall of the Force Hire

When an employee other than the potential forced hire employee accepts an assignment the "In the Bucket" employee must be recalled to let the employee know they are no longer subject to call back.

If assigned overtime by either scheduled overtime, staffing pool or forced hire, an employee will always have the option of giving the overtime to another person of equal qualification. The assigned employee should ask a Captain to remove their name from the assigned shift and outbound the created vacancy. The assigned employee is still responsible to work the shift until another employee accepts it. It is the sole responsibility of the assigned employee to assure that the shift has been filed.

G. Scheduled Staffing

Personnel will be able to sign up for the next month by the 15th of the previous month. (Example: To schedule overtime staffing for planned vacations for April, personnel will have to sign up for overtime by the 15th of March.)

Personnel will be chosen for overtime on each day by number of previously scheduled overtime staffing hours.

Procedure:

- a. Personnel will access Telestaff via Fire Department or home computer system. Personnel will highlight the days in which they are available to work and choose the work code "scheduled staffing" on their Telestaff calendar.
- b. Telestaff will assign personnel to the vacant shifts by the 20th of each month for the upcoming month. Personnel can check their Telestaff calendar for assignments.

- c. Once a person has been assigned a shift the employee is responsible to work that shift. If for some reason a person cannot work an assigned shift, the employee will be responsible for filing the shift via the process described previously
- d. Once the scheduled overtime has been assigned to a person, it is logged into Telestaff.
- e. Personnel are assigned staffing assignments based on the number of hours logged in Telestaff. If two or more personnel have the same number of hours, the overtime will be given to the most senior person.
- f. Unless otherwise indicated by an employee, no employee will be given more than two (2) partial overtimes during the monthly staffing scheduling.

H. Manpower Pool

Personnel who wish to work overtime on a short notice basis may sign up in Telestaff using the “manpower pool” work code.

I. Hours Tracking

When a person is assigned an overtime under Scheduled staffing, Staffing Pool, or Forced hire, the hours will be recorded at the time of the assignment, not after the employee has worked it.

J. Strike Team Staffing

The Colton Fire Department has a history of active participation in the mutual aid system in California. In an effort to provide predictability, to the degree possible, the following number of apparatus and/or positions will be deployed out of the Operational Area of San Bernardino County (OA) at any time:

- Three apparatus of any type which could include but are not limited to Type-I, III, or VI engines or a water tender; or
- Up to eleven positions that include no more than three positions per rank for Captain or Engineer and five positions for Firefighter Medic, not to include Chief officers.
- Overhead requests from non-depleted ranks may be sent out not to exceed eleven positions from all ranks other than Chief officers.
- The staffing levels specified herein may be amended to address mutual aid requirements, contingent upon consultation and mutual agreement between Labor and Management.

During periods of emergencies within the OA and southern border areas with Riverside County or regional disasters (such as but not limited to: conflagrations, earthquakes, riots, pandemics, or other regional emergencies) affecting two or more Operational Areas of Southern California, the Fire Chief or designee will determine the amount of resources deployed by the City of Colton to assist other jurisdictions. Individual requests for

overhead personnel are included in the eleven positions. Personnel deployed in overhead positions may be recalled from a deployment or a request for overhead positions denied in order to fill apparatus requests as determined by the Fire Chief or designee.

If, during the term of the MOU, additional apparatus is staffed daily or additional positions are added or decreased to the daily staffing, the number of apparatus and positions to be deployed will be increased or decreased after consultation with the Labor Management Committee. The decision of the Fire Chief or designee after consultation with the Labor Management Committee will be memorialized as an attachment to this MOU as soon as practical after apparatus or staffing changes.

Section 4: No Smoking Policy

All indoor areas of the fire stations shall be designated as "No Smoking Area". Smoking will only be permitted outdoors and in compliance with the Colton Fire Department rules and regulations, R-10-93 and AB846. All fire department entrances will be posted with NO SMOKING signs.

Section 5: Station Maintenance

Any station maintenance of significant size shall be contracted to the appropriate City department or outside contractor. Significant size represents any maintenance duties requiring greater than four hours for overall completion. Such duties may include, but are not limited to, painting, stucco work, construction or renovations. Projects will not be broken up to fit within the four-hour time period.

Further, any projects that require a building permit and/or an inspection shall be contracted out to the above-mentioned agencies.

The City will continue to assume the responsibility for the care and maintenance of vehicles assigned to chief officers and the fire prevention bureau. In addition, the City will continue the custodial care of the Fire Department staff offices as presently exists. The employees shall continue the care and maintenance of all other vehicles and quarters as presently exists.

Any training or duties directly related to the fire department's emergency readiness shall preclude any station maintenance duties.

Section 6: Layoff and Demotion Policy

In case of a personnel reduction, the employee with the least seniority shall be laid off first, regardless of rank. Employees shall be recalled in the order of their seniority. Continuous (permanent) time in the Colton Fire Department shall constitute total seniority. No new employee shall be hired until all laid-off employees have been given ample opportunity to return to work.

In case of demotion, due to personnel reduction, the employee with the least seniority in rank shall be demoted first regardless of total department seniority. Employees shall be reinstated by order of their seniority from the rank from which they were demoted and shall not be subject to any new

testing procedures. Demoted employees shall be given ample opportunity to obtain any certifications and meet new job requirements needed in their reclassification. No new promotions shall be made in the affected ranks until demoted employees have been given the opportunity to be reinstated to their previous positions.

Section 7: Seniority Points for Examinations

Fire Engineer and Fire Captain Testing and Recruitment Only:

When calculating the final scores, during the testing process for Engineer and Captains, use the following method of recognizing the value of experience in the promotional process:

- ¼ point per year of employment with the Colton Fire Department, up to 20 years. Total years do not have to be continuous.
- Seniority will be based on the last full year of employment, at the time of application.
- Seniority points will be added to the final cumulative score if over 70%.

Section 8: Nepotism Policy

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

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

ARTICLE VI – GENERAL PROVISIONS

Section 1: Effect of MOU

It is agreed that the specific provisions contained in this MOU shall prevail over City policies and procedures and over state laws to the extent permitted by state law.

Section 2: Savings Clause

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

Section 3: Maintenance of Benefits

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 Association.

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

Section 4: Waiver Clause

Except as stated in other portions of this MOU the City and the Association, 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 the Government Code.

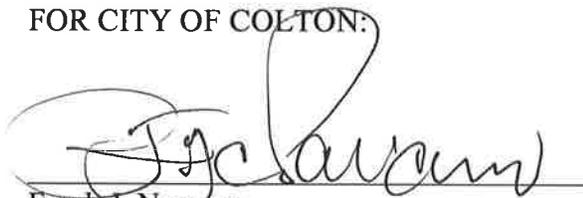
Section 5: Term of MOU

The term of this agreement will be from July 1, 2025, through midnight, June 30, 2027.

Section 6: Council Action

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

FOR CITY OF COLTON:



Frank J. Navarro
Mayor

10/8/2025
Dated

FOR COLTON FIREFIGHTERS
ASSOCIATION, LOCAL 935



Aaron Mulhall
President

10/8/25
Dated