

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COLTON
AND
THE COLTON POLICE OFFICERS ASSOCIATION

TERM
July 1, 2025 – June 30, 2027

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ARTICLE I – EMPLOYER-EMPLOYEE RELATIONS

Section 1: Recognition:

The City hereby recognizes the Colton Police Officers Association as the representative of employees in the following classifications:

POLICE CORPORAL
POLICE OFFICER
POLICE OFFICER TRAINEE (Non-Sworn)
POLICE SERGEANT

Section 2: Term of Agreement:

The term of this agreement is from July 1, 2025 through June 30, 2027.

Section 3: Grievance Procedure:

A. STATEMENT OF PURPOSE

The purpose and objectives of the grievance procedure are to:

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

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

B. DEFINITIONS

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

1. Day - A workday, except where otherwise stated. A workday is a day on which City Hall is open for business for its full normal working hours.
2. Grievant - A current or former member of the bargaining unit employed full time by the City, except those persons elected by popular vote. An Association may file a grievance on behalf of itself or its members.

3. Grievance - An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, the City of Colton's personnel rules and regulations, departmental rules and regulations, and other policies and practices.

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

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

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

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

C. INFORMAL RESOLUTION STEPS

1. STEP ONE: Immediate Supervisor

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

the grievant's immediate supervisor.

This step will be deemed waived if the immediate supervisor, or the immediate supervisor's action, is the subject of the grievance. The supervisor shall prepare a written answer to the grievance within ten (10) business days after the informal resolution meeting.

D. FORMAL RESOLUTION STEPS

2. STEP TWO: Appeal to Division Head or Designee

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

The meeting will be scheduled within ten (10) business days of receipt of the grievant's written request for the meeting. The division head or designee shall prepare a written answer within ten (10) business days after meeting with the grievant. If no division head exists, the grievant may proceed directly to Step Three.

3. STEP THREE: Appeal to Police Chief

If the grievance is not resolved at Step Two, the employee may request a meeting to discuss the grievance with the Police Chief, or designee. The meeting must be requested in writing within ten (10) business days after the Step Two decision has been rendered.

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

The meeting will be scheduled within ten (10) business days of the employee submitting the request for the meeting. The Police Chief or designee shall render an answer within ten (10) business days of meeting with the grievant.

4. STEP FOUR: Appeal to the City Manager

If the grievant is not satisfied at Step Three, the employee may request an appeal meeting to discuss the grievance with the City Manager. The meeting must be requested in writing within ten (10) business days after the Step Three decision has been rendered.

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.

5. STEP FIVE: Appeal to Arbitrator

If the grievant is not satisfied at Step Four, the grievant may submit a written request

to the City Manager for the grievance to be heard by an arbitrator, as outlined in more detail in section E of this procedure. This written request must be submitted within ten (10) business days after Step Four decision has been rendered.

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

E. ARBITRATION

1. Written Request for Arbitration

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

2. Private Hearing

Grievance arbitration hearings shall be private.

3. Selection of Arbitrator

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

The State Mediation and Conciliation Service shall be asked to submit a list of seven persons qualified to act as arbitrators. Within five (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 no name remains. The right to strike the first name is determined by coin toss.

4. Costs of Arbitration

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

5. Demand for Exchange of Evidence

Upon written request by either of the opposing parties in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, each party shall supply to the other party copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than five (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.

6. Presentation of Evidence

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

- a. Oral evidence shall be taken only on oath or affirmation.
- b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify on their own behalf, the employee may be called and examined as if under cross-examination.
- c. The arbitration hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying on the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless the arbitrator finds that it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

7. Time for Arbitrator to Render Decision

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

8. Findings of Fact and Remedies for Disciplinary Appeals

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

- a. For any type of disciplinary arbitration: If the arbitrator finds that a disciplinary action was taken for reasonable cause, the arbitrator shall sustain the action.
- b. For appeals of suspensions and reductions in class or salary: If the disciplinary action is modified or rescinded by the arbitrator, the grievant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. For discharges:
 - i. If the arbitrator finds that the order of discharge should be modified to another form of discipline, the grievant shall be restored to a position in their former class subject to forfeiture of pay and fringe benefits for all or a portion of the

period of time the grievant was removed from duty, as determined by the arbitrator.

- ii. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the grievant shall be reinstated in a position in their former class and shall receive pay and fringe benefits for all of the period of time the employee was removed from duty.

d. Restrictions on remedies:

- i. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the grievant was reduced or removed from duty which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings or from any unreasonable delay in the issuance of the arbitrator's award.
- ii. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since the date of discharge which grievant would not likely have earned but for the discharge shall also be deducted.

9. Arbitration Final and Binding

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

F. REPRESENTATION

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

G. TIME LIMITS

1. Failure by a grievant to meet any deadline set in this procedure shall terminate the grievance. The grievant shall not have a right to refile on the same set of facts, unless good cause is shown for the delay or the City notifies the grievant in writing that it will waive the deadline.
2. Failure by the City to meet a deadline set forth in this procedure shall give the grievant the right to proceed to the next Step.
3. Time limits in this procedure may be extended by mutual written agreement between

the parties.

4. The grievant and representative, if any, will be given at least ten (10) business days written notice of any meeting scheduled pursuant to any Formal Resolution Step. This provision may be waived by mutual written agreement between the parties.

H. WITHDRAWAL

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

I. FREEDOM FROM REPRISAL

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

J. MINOR DISCIPLINARY ACTION APPEAL PROCESS

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

ARTICLE II – COMPENSATION

Section 1: Salary

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

shall receive the following base salary increase:

- Effective July 1, 2025, shall receive a 3% salary increase.
- Effective July 1, 2026, shall receive a 4% salary increase.

The position of Police Corporal shall maintain a minimum 10% salary alignment above the top step salary range of Police Officer.

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

Section 1A: Retroactive Pay Calculations

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 November 18, 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 November 18, 2025 and the MOU terms will be implemented the first full pay period after City Council approval:

- Each employee in the ranks of Police Officer Trainee shall receive a one-time bonus of three thousand dollars (\$3,000.00).
- Each employee in the ranks of Police Officer shall receive a one-time bonus of four thousand two hundred dollars (\$4,200.00).
- Each employee in the ranks of Police Corporal shall receive a one-time bonus of five thousand five hundred dollars (\$5,500.00).
- Each employee in the ranks of Police Sergeant shall receive a one-time bonus of six thousand five hundred dollars (\$6,500.00).

Section 2: Bilingual Pay

The compensation for bilingual skills assignment shall be \$200 per month, \$100 to be paid on the first two pay periods of the month, for employees who must perform bilingual translation as part of their job function, regular duties, and who successfully complete a bilingual examination. Bilingual pay will be for employees, who speak Spanish, perform sign language, or who speak any other language designated by the Police Chief.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Police Chief shall terminate the bilingual compensation by written notice to the Human

Resources Director or designee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

For additional requirements see City Administrative Policy 4.05.440.

Section 3: Canine (K-9) Premium Pay

Employees who are regularly assigned responsibility or canine handling and care shall receive twenty (20) hours per month paid at the premium rate equal to time and one half (1 ½) of the employee's base hourly rate. Those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings.

Section 4: Detective Special Assignment Pay

Effective July 1, 2025, employees who are regularly assigned to the Detective Bureau shall receive five percent (5%) of the employee's base hourly rate. Employees in the classifications of Officer, Corporal, and Sergeant are eligible to receive the assignment pay.

Section 5: Field Training Officer/ID Officer Incentives

Effective January 1, 2021, the City will pay any Police Officer or non-sworn employee who is assigned to train another employee an incentive of \$400 per month, or pro-rata portion thereof, while training.

Any Police Officer assigned to I.D. Officer shall receive 5% special assignment pay over the salary range of Police Officer.

Section 6: Overtime Work Period

A. Work Period

The work period of sworn employees shall be 28 days in length and for non-sworn employees 7 days in length.

B. Overtime Pay

All sworn employees required to work in excess of their regularly scheduled shift or of 160 hours per work period, and all non-sworn employees required to work in excess of their regularly scheduled shift or of 40 hours per work period, shall receive compensation at the rate of time and one-half the regular rate of pay. The regular rate of pay shall include (if applicable) educational incentive and special assignment pay in addition to base salary.

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

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or work period on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked. Overtime shall be recorded and paid in minimum increments of 15 minutes.

C. School Resource Officer

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

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

D. Compensatory Time Off

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

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

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

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

E. Compensatory Cash Out

During the first payroll period of November and June of any calendar year, any represented employee having accumulated compensatory time, may, at the employee's discretion, request that the City provide the employee with a cash disbursement at the regular rate existing at the time of disbursement and with reference to the number of hours designated by the employee. The City shall comply with such direction from the employee. Upon the employee's separation from City service, for any reason, the City shall disburse to the employee, at the hourly rate existing at the time of disbursement, the value, in cash, of all accumulated compensatory time.

F. 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 disciplinary action.

G. 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.

H. Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. An employee must have supervisory approval prior to being allowed to trade shifts. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have 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 work day will be credited to the individual actually doing the work.

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

I. Early Relief

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. An employee must have the approval of the Watch Commander prior to being allowed early relief. The employee providing the early relief shall not have compensable hours increased as a result of the early relief; nor shall the employee relieved early have compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees. The department is not responsible in any manner

for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

J. Firearms Qualifications

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

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

K. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 553.226, et. seq. When feasible, the department will adjust the employee's work schedule to minimize the impact of travel and training time. An employee attending mandatory training or called in to mandatory training shall receive credit for a minimum of one hour.

L. 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.

M. Call Back Pay

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

N. Court Pay

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

O. Court Standby Pay

An employee may leave a telephone number to be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated except as set forth below.

Alternatively, an employee on court standby may, with the permission of the supervisor, report to the police department, in uniform, for assignment while awaiting court. An

employee shall be credited on an hour-for-hour basis for time actually worked while on standby. Travel time to the police department shall not be considered hours worked and shall not be compensated in any manner whatsoever.

In recognition of the City's established practice, the City shall continue to compensate employees at the rate of four (4) hours pay at time and one-half when placed on standby by the District Attorney's Office. This payment is being made pursuant to the MOU, not pursuant under the FLSA. Time compensated in the above manner shall not constitute hours worked for purposes of the FLSA.

P. Detective Standby

A detective employee will be provided a department issued cellular phone to be reached while on detective standby. Such time is not considered hours worked under the FLSA and will not be compensated except as set forth below.

Standby time is defined as being on-call from the end of the workday on Thursday to the end of the workday the following Thursday, a period not to exceed seven days. Any CPOA classification (officer, corporal, or detective) assigned to the detective bureau and assigned standby duty for the week shall receive ten (10) hours at time and one-half the regular rate of pay per seven-day cycle. A Sergeant assigned as the Detective Sergeant on standby shall receive five (5) hours at time and one-half the regular rate of pay per seven-day cycle. Said payment shall be made in cash or accrual of compensatory time, at the option of the employee.

Section 7: Acting Pay

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

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

Section 8: POST Certificates

Effective July 1, 2025, each employee shall receive the following monthly amounts if the

employee possesses the requisite POST Certificates. An employee possessing one of the certificates listed below who is receiving acting pay shall be compensated for the certificate pay listed for the classification is acting. FLSA overtime will include POST Certificate pay. Certificate pay is non-cumulative.

Intermediate:	8%
Advanced:	10%
Supervisory:	12%

Section 9: Educational Incentive (College Degree)

Effective February 1, 2014 the City will offer the following educational incentive pay. Education Incentive pay is non-cumulative.

AA Degree:	2%
BA Degree:	4%
MA Degree:	6%

Section 10: Shift Differential Pay

1. Shift differential pay shall be four percent (4%) above the base hourly rate.
2. Employees assigned to a night shift platoon or assignment where the majority of their work shift falls between the hours of 6:30 p.m. and 7:00 a.m. shall receive shift differential.
3. Shift differential shall not be paid for any hours worked as overtime by employees not regularly assigned to these identified shifts and/or assignments.

Section 11: Longevity

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 12: Signing Bonus

Recruitment and retention have been a challenge, in which the City and Department have recognized the concern. 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 Police Officer or Police Officer Trainee. The term “newly hired” does not include an employee that is hired by the CITY in the classifications Police Corporal, or Police Sergeant. “Newly Hired” does not include sworn personnel of the CPOA who promote from Police Officer to Police Corporal and/or Police Sergeant.
2. The term “recently hired” refers to an employee that is hired by the CITY in the classification of Police Officer or Police Officer Trainee on or after December 1, 2024. The term “recently hired” does not include an employee that is hired by the CITY in the classifications Police Corporal or Police Sergeant. “Recently hired” shall not apply to a current sworn CPOA 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 Police Officer or Police Officer Trainee (not Police Corporal, or Police Sergeant) and begins first day of work for the CITY.
4. Newly hired CPOA members shall receive signing bonuses as follows:
 - a) \$2,500.00 (two thousand and five hundred dollars) once hired, to be paid concurrently with employee’s first payroll check due to employee.
 - b) \$2,500.00 (two thousand and five hundred dollars) at minimum of six (6) months of employment and after successfully passing the Field Training Officer (“FTO”) program, to be paid concurrently with the next payroll check due to employee after reaching this milestone.
 - c) \$5,000.00 (five thousand dollars) upon successfully passing probation (typically 12 months for laterals or 18 months for academy graduates with no prior police experience), to be paid concurrently with the next payroll check due to employee after reaching this milestone.
 - d) \$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.

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: Health Insurance

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, in order for employees to purchase supplemental medical insurance and childcare coverage.

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

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement. In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said cafeteria dollar amounts shall be provided in the form of bi-monthly cash disbursements (payable 24 times per year), 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 May 1, 2017

For employees hired before May 1, 2017, the maximum amount of Health Insurance Opt-out will be capped at \$1,225 per month for the difference between the medical insurance premium and the cafeteria dollar amount.

Employees Hired on or after May 1, 2017

Employees hired on or after May 1, 2017, 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 this unit who retire from the City may enroll in the City-provided health insurance plan of the employee's choice.

Employees who retire after having served a minimum of 20 years with the City shall have their

and their spouse's (2-Party rate) HMO premiums 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 premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees and their spouses, all premiums required by their participation in such health insurance plan shall be paid by the employee. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide the retiree's health insurance benefit through City provided medical insurance as describe 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 HMO premium rate.

Employees Hired before May 1, 2017

Effective June 30, 2024, employee's who serve a minimum of 20 years with the City, the City's contribution to retiree medical benefits will be capped at \$2,000 per month. The retiree will be responsible for payment of any premium payments that exceed \$2,000 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.

All Employees Hired on or after May 1, 2017

Employees hired on or after May 1, 2017; City's contribution for Retiree Health Insurance Benefit will be capped at \$500 per month.

Section 3: Retirement

The City contracts with the California Public Employees' Retirement System (CalPERS) for administration of the retirement program. Coverage for regular full-time employees are as follows:

A. Sworn Employees

1. Police safety unit members who are "Classic" hired prior October 15, 2011 are covered by the 3% at 50 retirement formula. Police safety unit members who are "Classic" hired on or after October 16, 2011, are covered by the 3% at 55 retirement formula.
2. Police safety 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 February 1, 2018, 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).

B. Non-Sworn Employees

Any Unit member that is considered a "Classic" member status hired prior to June 1, 2012, shall be covered by the 2.7% at 55; or hired after June 1, 2012 shall be covered by the 2.5% at 55. The normal member contribution applicable to members participating in these retirement formulas continues to be 8%.

Any Non-Safety Unit member that is considered a "new member" as defined in PEPRA shall be subject to the PEPRA retirement formula for miscellaneous shall be covered by the 2% at 62 retirement formula. The normal member contribution for "new members" will be determined by CalPERS in accordance with PEPRA.

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 for all Unit employees

Section 4: Life Insurance

Effective July 1, 2025, the City will provide each unit member a fully paid term life insurance policy in the amount of \$100,000.

Section 5: Uniforms

- A. Uniform Allowance. Effective July 1, 2025, the City agrees to pay the uniform maintenance allowance of \$115.00 per month per fiscal year. Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.
- B. For "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.

Section 6: Police Officer Trainees

Employees serving in the classification of Police Officer Trainee are designated as non-sworn employees for purposes of retirement and fringe benefits. Police Officer Trainees shall receive all benefits afforded to other non-sworn employees of the bargaining unit.

Section 7: Probationary Period for Lateral Hires

A new employee who is hired laterally from another law enforcement agency and possesses a Basic Post Certificate will serve a probationary period of one (1) year.

Section 8: Social Security

The City no longer participates in the Social Security Administration as of December 31, 1979. However, 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: Tuition Reimbursement

Effective July 1, 2025 for permanent employees (new hire probationary employees ineligible), the City agrees to reimburse employees up to \$2,500 per employee, per fiscal year, so long as funds are available, for 100% of costs for tuition and books incurred for job-related education. Such expenditure must enhance the furtherance of City or continuing educational goals. Requests for such reimbursement must be submitted after successful completion of the course(s) and must be approved first by the Police Chief, then by 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.

For additional requirements see City Administrative Policy 4.05.310.

ARTICLE IV – LEAVES

Section 1: Vacation

A. Accrual

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

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

Accruals shall be on a monthly basis in accordance with the above chart. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon the written request of the affected employee and approval of the City Manager. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of the accrual for a four-month period.

Previous law enforcement experience during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the Police Chief and approval of the City Manager.

B. Use

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

Vacations shall be taken at times determined by the supervisor or Police Chief with due regard for the wishes of the employee and for the needs of the department.

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

No employee shall be permitted to work for compensation for the City during vacation, except with prior approval of the City Manager.

C. Buy-Back

Each employee shall be allowed to buy back up to 40 hours of vacation in November of each fiscal year provided a minimum of 100 hours is retained after cash-out. The CPOA President will submit the requests the first payroll period in November. Vacation hours shall be cashed out at the current FLSA regular rate.

D. Accumulated Hours at Termination of Employment

Employees will be paid for all available and unused vacation leave they have in their banks at the time of termination at the current FLSA regular rate.

Section 2: Holidays

Each unit member shall receive the following 10 hour holidays banked:

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

- Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day (To be observed as the second Monday in November)
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - 20 Hours Floating Holiday
- A. All members shall receive a total of 140 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 11.66 hours for members 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.
- B. 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.
- C. Holiday leave shall not be taken in increments of less than one hour.
- D. The taking of holiday leave is subject to prior approval of the supervisor or Police Chief.
- E. 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/or been paid for holidays in excess of 11.66 earned hours per month, the employee shall reimburse the city for the overage.

Section 3: Sick Leave

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

Sick Leave Usage

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

- Illness or injury to the employee;
- A family member for preventive care or care of an existing health condition;
- Exposure of the employee to a contagious disease.
- For specified purposes if they are a victim of domestic violence, sexual assault or stalking.
- To maintain a full paycheck while the employee is receiving 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.)

A. Accrual

Sick leave shall be accrued at the rate of eight (8) hours for each calendar month of service. Unused sick leave shall be accumulated at the rate of 96 hours a year. There shall be no limit on the amount which can be accumulated.

B. Sick Leave Reports

In order to receive compensation while absent on sick leave, the employee shall notify their immediate supervisor prior to or within four (4) hours after the time set for beginning daily duties. When absence is for more than three (3) work days, the employee shall file a physician's certificate or a personal affidavit with the Human Resources Director, stating the cause of the absence.

C. Family Attendance

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

D. 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.

D. Accumulated Hours at Termination

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 employees for more than five (5) years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. In the event such employee applies for and consents to such retirement, then upon the 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 gross hourly earnings (including certification and education pay) at the time of termination, multiplied by a percentage as follows:

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

The cash value shall be computed at the employee's FLSA regular 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 benefits 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.

E. Sell Back Program

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

1. Employee must have a minimum of 500 hours to participate in the program; and
2. A minimum of five (5) years' service; and
3. Employee can only buy back the amount of unused hours accumulated in any one fiscal year; and

4. The employee shall be compensated at their FLSA regular rate at the time of request; and
5. One time each fiscal year, during the first week of November, the buy-back requests will be submitted by the CPOA President to payroll.

Section 4: Bereavement Leave

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

Section 5: Leave Usage

School Resource Officer (SRO)

Generally shall schedule to be off during the year while school is not in session. This typically will include Winter Holidays (two weeks), Spring Break (one week), Summer Break (two weeks).

Additionally, SRO's shall schedule to be off during school recognized holidays and "In Service" days when students are not attending school (approximately 15 days) unless previously arranged with their Supervisor for specialized training or other needs beneficial to the City.

It is agreed that compensation for the days off outlined in this section shall be compensated via the use of compensatory time accrued as a result of the nine-hour workdays or their Holiday Leave bank.

School Resource Officer's acknowledge that additional vacation time of 1-4 weeks should be scheduled during summer break and will need to be coordinated with one another so that at least one SRO is working while summer school is in session.

Section 6: Cash out of Leave Accruals

To the extent authorized by this MOU, members may regularly cash out a certain amount of leave accruals. Notwithstanding sections of this MOU that reference the cash out rate for leave accruals, the rate at which all leave accruals shall be cashed out shall be the current "regular rate of pay" as defined by the Fair Labor Standards Act. Regular rate of pay includes base rate of pay plus any applicable incentive and/or premium pays, such as certificate pay, educational incentive, shift differential, special assignment pay, etc. All cash outs will be a separate non payroll check.

ARTICLE V – GENERAL PROVISIONS

Section 1: Promotional Procedure

Effective July 1, 2025, the following shall apply to Police Corporal and Police Sergeant Promotions:

- A. The rule of four shall be followed for each promotional list when there is only one vacancy. When multiple vacancies exist, two names shall be added to the list for each additional vacancy, if applicable.
- B. Written exams shall be validated by the Human Resources Department and be California P.O.S.T. compliant.
- C. Human Resources shall notify all candidates of their scores following completion of the testing process. Scoring and notification of results is listed in the City of Colton Personnel Rules and Regulations, Rule VI Examinations.

Section 2: Work Schedule

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

Normally assigned shifts shall be as follows:

- A. Patrol Division – six 12-hour with one 8-hour shift per pay period.
- B. Non-Patrol Division – eight 10-hour shifts per work period.
- C. All others:
 - 1. Non-sworn – adhere to the academy schedule.
 - 2. Sworn – six 12-hour with one 8-hour shift or eight 10-hour shifts per work period.
 - a. SRO's shall have an optional work schedule of five (5) days a week, nine (9) hours per day as agreed by all parties. The purpose of this schedule is to replicate, as much as possible, the schools calendar so as to facilitate SRO's availability during school hours.
 - b. The SRO's acknowledge they will be required to attend additional school functions such as dances, graduation, sporting events, etc. Scheduling and compensation of such events shall be arranged between the SRO's and their supervisor and may include work schedule adjustments, compensatory time, or overtime.

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

Section 3: Nepotism

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

Section 4: Maintenance of Terms & Conditions of Employment

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

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

Section 5: Savings Clause

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

Section 6: Reopener

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

Section 7: Association Release Time

The City shall provide Association Board members up to 200 hours per calendar year of release time to attend training, conferences, meetings or events related to the performance of Association business. This release time shall not include those hours otherwise granted to association representatives by California Government Code section 3505.3.

The Association recognizes it has the responsibility to give the City reasonable advance notice when requesting release time. The City reserves the right to deny any release time that would unduly impair the mission of the Department.

Section 8: Council Action

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

FOR CITY OF COLTON:



Frank J. Navarro, Mayor

11/19/2025
Dated

FOR COLTON POLICE OFFICERS ASSOCIATION:



Shawn McFarland, CPOA President

11/19/25
Dated