

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COLTON
AND
THE COLTON POLICE MANAGEMENT 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 Management Association as the representative of employees in the classifications of Police Captain and Police Lieutenant.

Section 2: Term of Agreement

The term of this agreement begins July 1, 2025 and ending at midnight on 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 the supervisory level and review of the supervisor's decisions.
3. Resolve grievances as quickly as possible and to correct, if possible, the cause 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 Five.

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 their 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 grievant's' in the class grievance due to differences in circumstances or occurrences, which brought about the grievance.
 - c. Any grievant not satisfied with the decision at any procedural step shall retain their individual right to appeal to the next step in the grievance procedure.
8. Answer – The response to the grievance at Steps One, Two, and/or Three as outlined in this procedure. All answers shall be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the deadline by which the grievant must request the next Step.

C. Informal Resolution Steps:

1. STEP ONE: Immediate Supervisor

Within 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:

1. 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.

2. STEP THREE: Appeal to the 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.

3. 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.

4. STEP FIVE: Appeal to Arbitrator

If the grievance is not resolved 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 the 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 Four 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 in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless the arbitrator finds that it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

7. Time for Arbitrator to Render Decision

The arbitrator shall render a decision, in writing, within 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 of the period of time 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 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.

Section 4: Conduct of Association Business

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

ARTICLE II COMPENSATION

Section 1: Salary

All employees 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 increases.

Due to benchmarking language tied to CPOA MOU, employees will receive the following increases:

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

Benchmark of Police Lieutenant Compensation:

Effective July 1, 2023, the City benchmark the high step (Step E) of Police Lieutenant 22% above the high step (Step E) of Police Sergeant.

Benchmark of Police Captain Compensation:

Effective March 1, 2021, the City benchmark the high step (Step E) of the Police Captain position 10% above the high step (Step E) Police Lieutenant.

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, 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 Lieutenant shall receive a one-time bonus of seven thousand dollars (\$7,000.00).
- Each employee in the rank of Police Captain shall receive a one-time bonus of seven thousand five hundred dollars (\$7,500.00).

Section 2: FLSA Exempt Employees

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

Section 3: POST Certificates

Effective July 1, 2025, each employee shall receive the following monthly amounts if the employee possesses the requisite POST Certificate. Certificate pay shall be non-cumulative.

- Advanced: 10%
- Supervisory: 12%
- Management 14%

Section 4: Education Incentive (College Degree)

The City offers the following educational incentive pay:

- BA Degree: 5.5%
- MA/JD Degree: 7.5%

JD (Juris Doctor) must be from an institution registered with the California State Bar or accredited by the American Bar Association. Employees shall receive the highest pay for which they are eligible, education pay is non-cumulative.

Section 5: Standby

Each represented employee will be required to work scheduled standby and call-out time as assigned by the Police Chief. The parties recognize that during contract negotiations in 1992, the PMA and City agreed to remove the separate 8 hours at time-and-one-half per month standby allowance from the MOU in exchange for including that compensation in the employees' monthly base salary. Therefore, the PMA does not currently receive separate compensation for standby pay.

Section 6: 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 7: Medicare

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

Section 8: Bilingual Pay

Effective March 1, 2021, employees will receive bilingual pay in the amount of \$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 Police Chief and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Police Chief shall terminate the bilingual compensation by written notice to the Human Resources Department. 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 9: Longevity

Effective July 1, 2025, eligible employees shall receive a longevity stipend. Payment of the longevity stipend shall be issued on a biweekly 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 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.

ARTICLE III FRINGE BENEFITS

Section 1: Retirement

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

1. Police safety unit members who are “Classic” hired on or before October 15, 2011 are covered by the 3% @ 50 formula.
2. Police safety unit members who are “Classic” hired on or after October 16, 2011, are covered by the 3% @ 55 formula.

3. Police safety unit members hired on or after January 1, 2013, who are defined as "new members" under the PEPRRA, are covered by the 2.7% @ 57 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.

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
4. 1959 4th Level Survivor Benefits for all Unit employees

Employee Contributions to the Retirement System:

1. Safety employees subject to the 2.7% @ 57 formula shall pay the statutorily mandated employee contribution rate of one-half the total normal cost.
2. Effective March 1, 2018 employees shall pay twelve percent (12%) for classic members and three percent (3%) for PEPRRA members of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).

Section 2: Health Insurance

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

- First full month following ratification and approval of this MOU: \$1,675 per month.
- 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 child care 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 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

Employees hired before May 1, 2017, shall have a maximum cap of \$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 MAY 1, 2017

Employees hired on or after May 1, 2017, shall have a maximum cap of \$500 for cash in-lieu or for the difference between the medical insurance premium and the cafeteria dollar amount.

Section 3: Retirees' Health Insurance

Employees who retire from the City and CalPERS, 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 the premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their participation in such health insurance plan shall be paid by them. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide the retiree's health insurance benefit through City provided medical insurance, as described above, 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, shall receive 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 4: Life Insurance

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

Section 5: Uniforms

Effective July 1, 2025, the City agrees to pay the uniform maintenance allowance at \$115.00 per month. Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

Safety employees who are considered “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 which represents the monetary value of uniforms purchased, rented, and/or maintained by the City on behalf of the employee.

Section 6: 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

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 their accrual for a four-month period.

Previous sworn 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.

Use:

It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the Police Chief. The 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 Police Chief with due regard for the wishes of the employee and for the needs of the service. In the event one or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave. No person shall be permitted to work for compensation for the City during vacation except with prior approval of the City Manager.

Vacation Buy Back:

Each employee shall be allowed to buy back up to 40 hours of vacation one time each fiscal year provided a minimum of 100 hours is retained after cash out. Employees may elect to have buy back issued by separate check.

Accumulated Hours at Termination of Employment:

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

Section 2: Holidays

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

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (to be observed as the second Monday in November)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- 20 hours Floating Holiday

- B. All members shall receive 140 hours of holiday credit at the beginning to each fiscal year on July 1. The holiday credit will be prorated, with one-month equal to 11.67 hours, for members hired after June 30th. 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. Holiday leave converted to cash under this provision shall be paid out in a separate check.
- D. Holiday leave shall not be taken in increments of less than one hour.
- E. The taking of holiday leave is subject to prior approval of the Police Chief.
- F. In the event that an employee separates from service and has used/or been paid for holidays in excess of 11.67 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.)

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 for full-time 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 prior to or within four (4) hours after the time set for beginning daily duties. When absence is for more than three (3) workdays, the employee shall 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, in an amount not to exceed the amount of six (6) months sick leave accrual, or the employee may elect to take leave without pay for attendance to family members. Family members 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.

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 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. In the event such employee separates employment, or applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for accumulated unused sick leave 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 certificate and education pay) at the time of termination, multiplied by a percentage as follows:

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

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.

Sick Leave Cash Out:

Each employee shall be allowed to cash out, by separate check, sick leave subject to the following requirements:

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

Section 4: Bereavement Leave

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

Section 5: Administrative Leave

Each affected employee shall receive 100 hours of administrative leave per fiscal year. An employee may not carry over unused leave from year to year. However, effective July 1, 2025, employees may select to submit up to 80 hours per fiscal year for pay on unused Administrative Leave and may elect payment by separate check.

ARTICLE V GENERAL PROVISIONS

Section 1: Work Schedule

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

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

Section 2: Personal Use of Assigned Vehicle

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

City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, nor in City-owned vehicles. The employee is also required to wear a seat belt when driving and/or riding in City-owned vehicles.

Section 3: Nepotism

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

Section 4: Maintenance of Benefits

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

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.

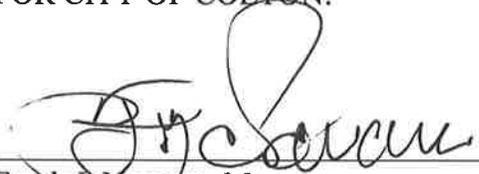
Section 6: Reopener

If qualified immunity is altered or eliminated, the City and the CPMA shall meet to discuss the impacts on CPMA employees, including a discussion about potentially purchasing insurance on behalf of the employee with respect to any available insurance. There shall be no obligation to provide additional benefits to CPMA members pursuant to this provision absent mutual agreement by the parties.

Section 7: Council Action

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

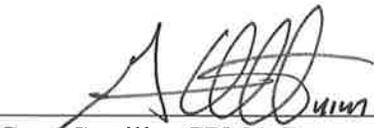
FOR CITY OF COLTON:



Frank J. Navarro, Mayor

11/19/2025
Dated

FOR COLTON POLICE MANAGEMENT ASSOCIATION:



Greg Castillo, CPMA Representative

11/19/25
Dated