

Approved by City Council on
May 2, 2017

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COLTON AND
THE COLTON POLICE MANAGEMENT ASSOCIATION**

March 1, 2017 – February 28, 2020

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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 is 36 months beginning March 1, 2017 and ending February 29, 2020.

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 work day, except where otherwise stated. A work day 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 his or her 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 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 10 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 his or her 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 10 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 his or her designee. The meeting must be requested in writing within 10 days after the Step One decision has been rendered.

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

3. STEP THREE: Appeal to Head of the Department or Designee

If the grievance is not resolved at Step Two, the employee may request a meeting to discuss the grievance with the head of the employee's department, or that person's designee. The meeting must be requested in writing within 10 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 10 days of receiving the written answer from his or her immediate supervisor. The meeting will be scheduled within 10 days of the employee submitting the request for the meeting. The head of the department or his or her designee shall render an answer within 10 days of meeting with the grievant.

4. STEP FOUR: Appeal to Arbitrator

If the grievance is not resolved at Step Three, 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 10 days after the Step Three decision has been rendered.

In the case where a grievance is an appeal of major disciplinary action, the written request must be submitted within 10 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 Four 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 10 days after the Step Three 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 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 lot.

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 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 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 his or her 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 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, he or she 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 his or her 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 his or her former class and shall receive pay and fringe benefits for all of the period of time he or she 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 his or her choice and at his or her expense at any stage of the grievance procedure.
2. The grievant and his or her 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 his or her representative, if any, will be given at least 10 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 his or her 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 head of the employee's department or his or her designee within 10 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 15 days of receiving such an appeal, the head of the department or his or her designee shall schedule a meeting with the employee and the employee's representative, if any.
4. Within 15 days after the meeting, the head of the department or his or her 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 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:

- Effective in the pay period after the City Council approves this MOU; there shall be a base salary increase of 1.5%.
- Effective in the pay period that includes March 1, 2018, there shall be a base salary increase of 1.5%.

The city will benchmark the Police Lieutenant 20% above the high step (Step E) Police Sergeant. Salary will be adjusted to reflect any salary increases or decreases provided to the Police Sergeant.

SECTION 2: FLSA EXEMPT EMPLOYEES

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

SECTION 3: POST CERTIFICATES

Effective upon the approval of City Council, POST Certificate pay will be 10% of the employee's base salary.

The requirements for a management certificate are as follows:

- A. Possess or be eligible to possess the advanced certificate; and
- B. Have no less than 60 college semester units accumulated by an accredited college; and
- C. Satisfactorily meet the training requirements of the management course, and
- D. Have served satisfactorily for a period of two years as Middle Manager, Assistant Police Chief, or Department Director as defined respectively in POST Sections 1001 (A), (D), and (I) of the Regulations. It is understood that if the POST requirements change for a management certificate, the new regulations as specified by POST will be required.

SECTION 4: STANDBY

Each represented employee will be required to work scheduled standby and call-out time as assigned by the Police Chief. The salary for the classification includes compensation for such standby and call-out.

SECTION 5: SOCIAL SECURITY

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

SECTION 6: 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 7: BILINGUAL PAY

The City agrees to pay \$50 per month (\$25 to be paid on the first two pay periods of the month) to employees who successfully complete a bilingual examination and who have been recommended by the 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

Management Services Director or designee. The Human Resources Director may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Police Chief. In either case, the Police Chief shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

ARTICLE III FRINGE BENEFITS

SECTION 1: RETIREMENT

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

a) Retirement Formula

1. Police safety unit members hired on or before October 15, 2011 are covered by the 3% @ 50 formula.
2. Police safety unit members hired on or after October 16, 2011, who do not meet the definition of "new members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA), 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 PEPRA, are covered by the 2.7 @ 57 formula.

To the extent permitted by PERS, any current sworn employee who leaves employment with the City and is reinstated within 18 months of leaving shall return at the formula in which he/she was previously enrolled.

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

- A. 3% at age 50 formula- on or after 10/15/2011
- B. 3% at age 55 formula- on or after 10/16/2011
- C. One year final compensation
- D. Military buyback
- E. Post-Retirement Survivor Allowance
- F. 1959 4th Level Survivor Benefits

The City will provide CalPERS 4th Level 1959 Survivor benefits to all Unit employees.

b) Employee Contributions to the Retirement System

Employees in this unit classified as "classic" PERS members shall contribute the full required contribution of 9% of compensation earnable.

Employees in this unit hired on or after January 1, 2013 who are defined as "new members" under the PEPRRA, are covered by the 2.7% @ 57 formula provided for by the Public Employees' Retirement Law at Government Code section 7522.25(d). Safety employees subject to the 2.7%@57 formula shall pay the statutorily mandated employee contribution rate of one-half the total normal cost.

- 1) In addition to the nine percent (9%) of compensation earnable employee-paid member contribution paid by "classic" members and the one half (1/2) of the total normal cost paid by "PEPRRA" members, effective on the beginning of the pay period after the City Council approves this MOU these employees shall pay an additional one and one-half percent (1.5%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).
- 2) Effective on the beginning of the pay period, which includes March 1, 2018 these employees, shall pay an additional one and one-half percent (1.5%) (for a total of twelve percent (12% for classic members and one-half the normal cost plus 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 of \$1100 per month from which employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

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

EMPLOYEES HIRED ON OR AFTER 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: RETIREE'S HEALTH INSURANCE PARTICIPATION

Employees first appointed to positions covered by the MOU after January 1, 1987 shall not be eligible for retirement health insurance pursuant to Resolution 4598 (See Resolution No. R-33-87, incorporated herein by reference), except as set forth below. 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 HMO premiums paid for by the City up to Medicare age. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and his/her spouse's, premiums. If the retiree is ineligible for Medicare benefits,

the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their 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 reimbursement to retirees who move out of an area where the city's health insurance carriers do not provide coverage. The city will reimburse the retiree monthly up to their previous HMO premium rate. Eligible retirees must show proof of insurance and of payment of monthly premiums.

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

The City shall provide each unit member with term life insurance coverage in the amount of \$50,000. The City shall provide an additional \$50,000 of term life insurance to members who participate in the Wellness Program.

SECTION 5: UNIFORMS

- A. The City agrees to pay the uniform maintenance allowance at \$75.00 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.
- B. With respect to Safety employees who do not qualify as "New Members" under the California Public Employees' Pension Reform Act (PEPRA), 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: EDUCATIONAL INCENTIVE (COLLEGE DEGREE)

The City offers the following educational incentive pay:

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

JD 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, and may not combine or "stack" education pay.

**ARTICLE IV
LEAVES**

SECTION 1. VACATION

A. Accrual

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

| <u>During Years of Continuous Service</u> | <u>Hours of Accrual Per Month of</u> | <u>Annual Accrual</u> | <u>Maximum Accrual Accumulation</u> |
|---|--|---------------------------|---|
| 1-5 | 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 |

Notwithstanding anything in this section to the contrary, employees do not accrue vacation time during the first six months of employment. Vacation time shall be deemed credited during this period with accrual effected upon the employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon the written request of the affected employee and approval of the City Manager. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his accrual for a four-month period.

Previous 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 Chief of Police and approval of the City Manager.

B. 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, May the Personnel Officer 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 and the vacation leave shall be extended accordingly. No person shall be permitted to work

for compensation for the City during his/her vacation except with prior approval of the Personnel Officer.

C. 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.

D. ACCUMULATED HOURS AT TERMINATION OF EMPLOYMENT

An employee who terminates at any time during their employment, including the probationary period, shall be paid for all credited or accrued vacation.

SECTION 2: HOLIDAYS

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

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

If an employee is scheduled to work or be off on a regularly scheduled day off on one of the above fixed holidays, the Police Chief shall assign the employee another day off within the same work period contiguous to his/her regularly scheduled days off unless the employee and Police Chief mutually agree to another day off during that work period.

B. All members shall receive 120 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 10 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.

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 appointing authority.

- F. Employee may designate any portion of his/her accrued holiday credit, which he/she would like to be paid for in lieu of having time off at any time during the fiscal year. This notification shall be in writing and is irrevocable. . In the event that an employee separates from service and has used/or been paid for holidays in excess of 10 earned hours per month, the employee shall reimburse the city for the overage.
- G. For the fiscal year 2016/2017, all members received the prorated balance of the 120 holiday hours (remainder of holiday accrual for the fiscal year ending June 30, 2017) credited to the members Holiday Leave bank.

The City created a separate non-PERSable bank for members who have an excess of 120 hours of holiday time (i.e. holiday time accrued in prior fiscal years). Those excess hours were transferred (one time transfer) to the new non-PERSable bank. Members may use the non-PERSable bank hours as time off. All time off shall be subject to prior approval of the appointing authority. At any time, an employee may designate any portion of his/her remaining non-PERSable bank hours, which he/she would like to be paid for in lieu of having time off. This notification shall be in writing and is irrevocable. The non-PERSable bank will sunset June 30, 2018. All members must have a zero balance of hours no later than June 30, 2018. Any remaining balance as of June 30, 2018 will be paid in cash at the employee's regular rate of pay.

SECTION 3: SICK LEAVE

1. ACCRUAL

Sick leave with pay shall be granted by the appointing authority at the rate of eight hours for each calendar month of service. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours a year for full-time employees. There shall be no limit on the amount that can be accumulated.

2. SICK LEAVE REPORTS

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the City Manager prior to or within four hours after the time set for beginning his/her daily duties, or as may be specified by the City Manager. When absence is for more than three workdays, the employee shall file a physician's certificate or a personal affidavit with the Human Resources Manager, stating the cause of the absence.

3. 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 include employee's father, father-in-law, mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, step-child, grandparent, or grandchild.

4. ACCUMULATED HOURS AT TERMINATION

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular salaried employees for more than five 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. An employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily 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% |

Employees who are granted a service or disability retirement shall be provided a sum equal to the cash value of 75% of the employee's accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

The CPMA members, who by state law are entitled to up to one year of salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick leave to defer their retirement for disability. Such personnel are not entitled to use sick leave for job incurred injuries. With regard to such personnel, they shall be retired as soon as it is determined that they are permanently disabled from performing the duties of their position. Upon it being determined that such a person is permanently so disabled, if he/she immediately applies for and consents to his/her retirement then, and only then, shall he/she be entitled to payment for accumulated sick leave. Such payment shall be computed as described above.

A regular salaried employee who has worked for the City at least five years and has accumulated sick leave who terminates his/her employment for any reason shall be paid as full compensation for such sick leave as computed in the above paragraph.

5. SICK LEAVE CASH OUT

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

1. The employee shall be compensated at their current salary at the time of request (including certification and education pay); and
2. This item shall be considered on a fiscal year basis.
3. 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 annual administrative leave per fiscal year. An employee may not carry over unused leave from year to year. However, the Police Management employee may select to submit up to 40 hours per fiscal year for pay on unused Administrative Leave and may elect payment by separate check.

SECTION 6: LEAVE USAGE

An employee who is granted paid leave time off, other than sick leave, may choose which leave bank to take such leave from, namely vacation, holiday or administrative leave. Paid leave shall be scheduled off in accordance with procedures established by the Police Chief.

**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 Police Rank and File 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 - Thursday work schedule, both the City and PMA 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 calendar year miles.

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

SECTION 3: NEPOTISM

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, domestic partner, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle, and other relatives or Employees living in the same household.

For purposes of this policy, 'immediate family' includes the applicant's or employee's spouse and any lineal descendants of the applicant or employee or of the applicant's or employee's spouse. Whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of the effective date of this MOU. Applicants will not be hired and employees will not be promoted into any position where the result would be that one person would:

- Be supervised by or be in the chain of command of a relative.
- Participate in making, or advising on, employment decisions concerning a relative.

For purposes of this policy, employment decisions shall be defined as those affecting hiring, promotion or discipline.

- Be employed in the same department as a relative if, for reasons of supervision, morale, safety or security, it is determined that the work involves potential conflicts of interest.
- Be in one of the following or have a member of the applicant's or the employee's immediate family in one of the following positions: City Manager, Police Chief or member of the City Council.

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

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: TERM OF MOU

The term of this agreement is 36 months beginning March 1, 2017 and ending midnight February 29, 2020.

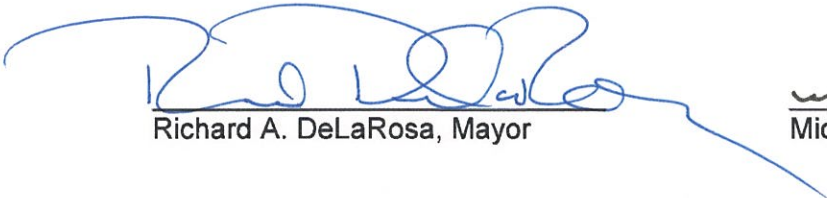
This agreement may be extended by mutual consent of both parties.

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:

FOR CPMA:



Richard A. DeLaRosa, Mayor



Michael Hadden, PMA President