

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF COLTON  
AND  
THE FIRE FIGHTERS ASSOCIATION**

January 1, 2017 – December 31, 2019

# *Table Of Contents*

<b>ARTICLE I: EMPLOYER - EMPLOYEE RELATIONS.....</b>	<b>4</b>
Section 1: Recognition .....	4
Section 2: Management Rights.....	4
Section 3: Association Rights.....	4
Section 4: Grievance Procedure .....	5
I. Statement of Purpose.....	5
II. Definitions .....	5
III. Procedure.....	6
IV. Representation.....	7
V. Time Limits .....	8
Section 5: Discipline .....	8
I. Statement of Purposes .....	8
II. Definitions .....	8
III. Disciplinary Actions and Procedures.....	9
Section 6: Payroll Deductions .....	13
Section 7: Retroactive Pay Calculations.....	14
Section 8: Labor Management Committee.....	14
<b>ARTICLE II: COMPENSATION.....</b>	<b>14</b>
Section 1: Salary.....	14
Section 2: Promotional Step Placement .....	14
Section 3: Paramedic Incentive .....	15
Section 4: Performance Evaluations.....	15
Section 5: Overtime.....	15
A. 7K Exemption .....	15
B. Work Period .....	15
C. Early Relief .....	16
D. Training Time .....	17
E. City Vehicle Use .....	17
F. Non-Emergency Call Back Pay .....	17
G. Overtime Authorization .....	17
H. Clothes Changing.....	18
I. Shift Trades .....	18
J. Court Pay.....	18
K. A.M. Workout.....	19
L. Fire Marshal .....	19
Section 6: Acting Out of Class Pay .....	19
Section 7: Longevity Pay .....	20
Section 8: Bilingual Pay.....	20
Section 9: Training Captain Incentive .....	20
Section 10: Special Certification Pay .....	20
<b>ARTICLE III: FRINGE BENEFITS .....</b>	<b>20</b>
Section 1: Cafeteria Plan .....	20
Section 2: Retirees' Health Insurance Participation.....	21
Section 3: Retirement .....	21
Section 4: Life Insurance.....	23
Section 5: Long Term Disability/PERS Survivor's Benefit and Uniform Allowance .....	23
Section 6: Paramedic Re-Certification .....	23
Section 7: Uniforms .....	23

Section 8:	Educational Incentive Benefits .....	24
Section 9:	Social Security.....	25
Section 10:	Medicare.....	25
Section 11:	Separate Checks .....	25
Section 12:	Tuition Reimbursement .....	25
Section 13:	Voluntary 401a Retirement Plan .....	25
<b>ARTICLE IV: LEAVES.....</b>		<b>26</b>
Section 1:	Vacation .....	26
Section 2:	Holidays .....	27
Section 3:	Sick Leave .....	28
Section 4:	Sick Leave Buy Back .....	28
Section 5:	Accumulated Sick & Vacation Leave at Termination .....	29
Section 6:	Bereavement Leave .....	30
Section 7:	Military Leave .....	30
Section 8:	Jury Duty .....	30
Section 9:	Employee Witness Leave .....	31
Section 10:	Leave Without Pay .....	31
<b>ARTICLE V: WORKING CONDITIONS.....</b>		<b>31</b>
Section 1:	Hours .....	31
Section 2:	48/96 Christmas Language .....	31
Section 3:	Staffing .....	32
	A. Definitions.....	32
	B. Holidays .....	35
	C. Staffing Vacancy Preference List .....	35
	D. Unscheduled Call Back Policy .....	36
	E. Scheduled Staffing.....	37
	F. Manpower Pool .....	38
	G. Hours Tracking.....	38
Section 4:	Temporary/Modified Duty .....	38
Section 5:	No Smoking Policy .....	38
Section 6:	Station Maintenance .....	38
Section 7:	Layoff and Demotion Policy .....	39
Section 8:	Seniority Points .....	39
Section 9:	Nepotism Policy .....	39
Section 10:	City Vehicle Use .....	40
<b>ARTICLE VI: GENERAL PROVISIONS .....</b>		<b>40</b>
Section 1:	Effect of MOU .....	40
Section 2:	Savings Clause .....	40
Section 3:	Maintenance of Benefits.....	40
Section 4:	Waiver Clause .....	41
Section 5:	Wellness Program .....	41
Section 6:	Term of MOU.....	41
Section 7:	Council Action .....	42
	<i>ATTACHMENT "A".....</i>	<i>43</i>
	<i>Temporary Modified Duty Assignments .....</i>	<i>43</i>

## **ARTICLE I: EMPLOYER - EMPLOYEE RELATIONS**

### **Section 1: Recognition**

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

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

### **Section 2: Management Rights**

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

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

### **Section 3: Association Rights**

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

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

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

#### **Section 4: Grievance Procedure**

##### **I. STATEMENT OF PURPOSE**

The purpose and objectives of the grievance procedure are to:

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

##### **II. DEFINITIONS**

- A. Day - A work day unless otherwise stated. A workday is a day on which City Hall is open for business for its full normal working hours.
- B. Grievant - Any employee in the Fire Unit, except those persons elected by popular vote. An Association may file a grievance on behalf of itself or its members.
- C. Grievance - An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, City of Colton's written or unwritten personnel rules and regulations, departmental rules and regulations, and other policies and practices.
- D. Representative - A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.
- E. Immediate Supervisor - The person having evaluation responsibility for the Grievant.
- F. Class Grievance –
  - 1. Each employee must submit his or her grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the parties.

2. Resolution of a class grievance may not be consistent among all grievants in the class grievance due to differences in circumstances or occurrences, which brought about the grievance.
3. Any grievant unsatisfied with the decision at any procedural step shall retain their individual right to appeal to the next step in the grievance procedure.

G. Answer - An answer is the response to the grievance at any of Steps A-F in Part III. All answers must be written. If an answer does not resolve the grievance to the grievant's satisfaction, the answer will inform the grievant of the next step in the grievance procedure, and the time deadline for processing.

### III. PROCEDURE

A. Informal Resolution - Within ten days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. This step will be deemed waived if the immediate supervisor, or the immediate supervisor's action, is the subject of the grievance.

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

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

B. If the problem cannot be resolved between the employee and the immediate supervisor, the employee may, within ten days from the date of receiving the written answer from his or her supervisor, request an interview with the Battalion Chief, if one exists, in order to discuss the grievance. The meeting with the Battalion Chief will be held within ten days of the employee submitting the request for the meeting.

The Battalion Chief will answer within ten days of meeting with the grievant(s).

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

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

D. If the Fire Chief and employee are unable to arrive at a satisfactory solution, the employee may, within ten days from the date of the decision by the Fire Chief, submit a written appeal to the City Manager. The City Manager shall schedule a

meeting with the grievant within ten days of receiving the appeal. The City Manager shall meet with the grievant and review the grievance and shall answer within ten days of discussing the grievance.

- E. If the grievant is not satisfied with the decision of the City Manager, the grievant may, within ten days from the date of receiving the decision of the City Manager submit a written request to the City Manager for the grievance to be heard by an arbitrator/hearing officer.

If the parties are unable to mutually select an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as arbitrators. Within ten days following receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.

Each party shall bear equally the cost of the fees and expenses of the arbitrator and court reporter, if any. Each party shall bear its own witness and attorney fees.

The arbitrator/hearing officer shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later.

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

#### IV. REPRESENTATION

- A. An employee may request representation of his or her choice at any stage of the grievance procedure.
- B. The grievant and designated representative shall receive release time for the purpose of representing the grievant at any step. For purposes of this section, representation includes reasonable preparation and consultation.
- C. The only limit on the grievant's representation is that there may be only one other person from the bargaining unit on paid status. Representation shall not inordinately interfere with the normal course of City business.
- D. Self Representation:
- E. In the event a grievant elects to exercise the right to self representation, and objects to the attendance of an Association Steward and/or Business Representative, such individuals shall be excluded; provided, however, representatives of the Association

will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Association's interest in effective representation of its members.

- F. Accordingly, the City of Colton shall provide the Association access to (1) information concerning the nature of the grievance; (2) any procedures utilized during the course of the grievance proceeding; (3) the results of the grievance proceeding, including any discipline imposed.
- G. However, in order to recognize the personal privacy interests of employees, the City shall delete from the grievance record (1) the name of the employee filing the grievance; (2) the employee's social security number, address, telephone number, and; (3) any other personal information protected under rights of privacy.

#### V. TIME LIMITS

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

### **Section 5: Discipline**

#### I. STATEMENT OF PURPOSES

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

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

#### II. DEFINITIONS

- A. "Discipline/Punitive Action." Any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand or transfer for purposes of punishment within the meaning of Government Code section 3251(c).



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

### III. DISCIPLINARY ACTIONS AND PROCEDURES

- A. Procedure for Minor Discipline
  - 1. Notice of Discipline. Minor discipline shall be implemented in the form of a Notice of Discipline, such as a written reprimand or notice of suspension, and shall set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
  - 2. Written Response. A firefighter may prepare a written response to the Notice of Discipline, which will accompany the Notice of Discipline in the employee’s personnel file. A firefighter shall have thirty (30) calendar days within which to submit the written response to the Office of the Fire Chief.
  - 3. Informal Administrative Appeal. In addition to the right to submit a written response to a Notice of Discipline, a firefighter is entitled to an informal administrative appeal.
  - 4. Minor Discipline Appeal Procedures. A firefighter who receives a Notice of Discipline under this section may appeal to the Fire Chief. Any such request to appeal must be in writing and received in the Office of the Fire Chief within ten (10) calendar days from the date the Notice of Discipline is served on the firefighter. Thereafter, an informal hearing shall be scheduled before the Fire Chief. In the informal hearing, the Fire Chief shall regulate the course of the proceeding, and shall permit the parties and may permit others to offer written or oral comments on the issues. The Fire Chief may limit the formality of the proceeding or formal use of witnesses, testimony, and evidence.
  - 5. The decision of the Fire Chief shall be in writing and shall be final.

B. Major Discipline Procedures.

1. Notice of Intent to Discipline. Major discipline shall be initiated in the form of a Notice of Intent to Discipline (such as a Notice of Intent to Terminate). The Notice of Intent to Discipline shall include the following:
  - a. The proposed disciplinary action to be taken.
  - b. The proposed effective date of such action.
  - c. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the intended discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter is alleged to have violated.
  - d. The materials upon which the intended action is based in accordance with the requirements set forth in *Skelly v. State Personnel Board*.
  - e. Notice that he or she has the right to respond to the proposed action in writing or verbally at a specified place and time in an informal meeting (i.e., a “Skelly” meeting), which shall be within 10 calendar days of the date that the Notice of Intent to Discipline is served on the firefighter.
2. Right to Respond. Upon receipt of a Notice of Intent to Discipline, the firefighter shall have the right to respond to the Fire Chief or designee in writing or verbally in an informal meeting (i.e., a “Skelly” meeting) prior to the imposition of discipline.
3. Notice of Disciplinary Action. After the receipt of a firefighter’s written or verbal response to the Notice of Intent to Discipline, or after the time to respond has passed, the Fire Chief or designee shall notify the firefighter in writing of the final decision regarding the intended discipline. If the Fire Chief or designee determines to proceed with a form of major discipline, a Notice of Disciplinary Action (such as a Notice of Termination) shall be provided to the firefighter as follows:
  - a. The Notice of Disciplinary Action shall be issued within 30 days of the final decision. The discipline that is imposed shall not be effective sooner than 48 hours after the Notice of Disciplinary Action is provided.
  - b. The Notice of Disciplinary Action shall contain:
    - i. The effective date of such action.
    - ii. A statement of charges against the firefighter, which set forth the acts or omissions that provide the basis for the discipline. It shall also specify the City/Department rules, regulations, policies, and procedures that the firefighter violated.
    - iii. The materials upon which the action is based.
    - iv. Notice that he or she has the right to request an appeal by filing with the Office of the City Manager a Notice of Defense pursuant to Government Code section 11506 within fifteen (15) calendar days of service of the Notice of Disciplinary Action and that failure to do so will constitute a waiver of the firefighter’s right to an appeal. The Notice of

Disciplinary Action issued shall serve as the Accusation as described in Government Code §11503.

- v. A statement substantially in the following form: “Unless a written request for a hearing signed by you or on your behalf is delivered or mailed to the Office of the City Manager within fifteen (15) days after the Notice of Disciplinary Action was personally served on you or mailed to you, the Department may proceed with the action without a hearing. The request for a hearing may be made by delivering or mailing the enclosed form entitled Notice of Defense, or delivering or mailing a notice of defense as provided by Government Code section 11506, to the Office of the City Manager. You may, but need not, be represented by counsel at any or all stages of these proceedings.

If you desire the names and addresses of witnesses or an opportunity to inspect and copy the items mentioned in Government Code section 11507.6 in the possession, custody, or control of the Department, you may contact the Fire Chief.

If you request a hearing, the hearing may be postponed for good cause. If you have good cause, you are obliged to notify the Department or, if an administrative law judge has been assigned to the hearing, the Office of Administrative Hearings, within ten (10) business days after you discover the good cause. Failure to give notice within ten (10) business days will deprive you of a postponement.”

4. Major Discipline Appeal Procedures. The appeal of major discipline shall be in accordance with the procedures set forth herein and Government Code section 11500 *et seq.* (the “Administrative Procedure Act”). (*Government Code* § 3254.5.) Any request to appeal (i.e., a Notice of Defense) must be received in the Office of the City Manager within fifteen (15) calendar days of the date that the Notice of Disciplinary Action is served on the firefighter.
5. The hearing shall be presided over and heard by a hearing officer or arbitrator. The City shall provide a Notice of Hearing to the firefighter at least ten (10) calendar days prior to the hearing, and in accordance with Government Code section 11509.
6. If the parties are unable to mutually select an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as arbitrators. Within ten days following receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.

7. Each party shall bear equally the cost of the fees and expenses of the arbitrator and court reporter, if any. Each party shall bear its own witness and attorney fees.
8. The arbitrator/hearing officer shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later.
9. All Disciplinary Actions: If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.
10. Suspension/Reductions in Class or Salary - If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision. However, the action may not be modified so as to increase the penalty imposed by the Department.
11. Discharge - If the arbitrator finds that the order of discharge should be modified to another form of discipline, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.
12. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the appellant shall be reinstated in a position in 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.
13. Restriction on Remedies:
  - a. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.
  - b. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since the date of discharge but which appellant would not likely have earned but for the discharge shall also be deducted.
14. General Provisions:
  - A. Grievance/Appeal hearings by an arbitrator shall be private.
  - B. Demand for Exchange of Evidence - Upon written request by either of the opposing parties in a pending hearing given at least 20 calendar days prior to the scheduled hearing date, each party shall supply to the party copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than five calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted providing it could not have been

discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

- C. An employee shall not suffer loss of pay from their City position for time spent as a witness at an arbitration hearing held pursuant to this procedure during that employee's regular work hours (City ordered). The number of witnesses requested to attend, and their scheduling, shall be reasonable.
- D. At the hearing, both the appealing employee and the City shall have the right to be heard and to present evidence. The following rules shall apply:
  - i. Oral evidence shall be taken only on oath or affirmation.
  - ii. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
- E. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

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

## **Section 6: Payroll Deductions**

The City agrees to deduct dues and assessments in an amount certified to be correct by the Secretary/Treasurer of the Association and/or the elected Association representative, from the pay of those employees who individually request, in writing, that such deductions be made in

accordance with the terms and conditions of said request, the first two pay periods each month. When there are three pay periods in a month, dues and assessments shall be deducted only twice in that month. The City shall forward the total amount of dues deducted to the Treasurer of the Association.

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

### **Section 7: Retroactive Pay Calculations**

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

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

### **Section 8: Labor Management Committee**

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

## **ARTICLE II: COMPENSATION**

### **Section 1: Salary**

Effective on the first day of the pay period after the City Council approves this MOU, the salary range for employees in the unit shall receive a 1% increase to their base salary.

Effective on the first day in the pay period, which includes January 1, 2018, the salary range for employees in the unit shall receive a 1% increase to their base salary.

Effective on the first day in the pay period, which includes January 1, 2019, the salary range for employees in the unit shall receive a 1% increase to their base salary.

The City and Fire Association will jointly conduct a salary survey prior to the next negotiations process.

The salary survey will include the following data and survey cities:

- Top step base pay.
- City contributions towards Medical, Dental, and Vision insurance.
- Deferred Compensation Contribution by City/Agency.
- Fitness pay
- Uniform Allowance
- Bilingual Pay

Maximum longevity pay  
Maximum education incentive pay and certificate pay.  
Maximum uniform allowance  
Shift Differential  
Resident pay  
Employer Paid Member Contribution (represents the amount the employer pays to PERS).  
Retiree plan (i.e., 2% @50, 3% @50, 3% @55, etc.).

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

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

## **Section 2: Promotional Step Placement**

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

## **Section 3: Paramedic Incentive**

The City will provide a paramedic incentive of \$150 per month for Firefighters, Captains, Battalion Chiefs, Fire Marshal, and Engineers.

## **Section 4: Performance Evaluations**

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

## **Section 5: Overtime**

### **A. 7K EXEMPTION**

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

### **B. WORK PERIOD**

All employees required to perform in excess of the standard work period of 182 hours in a 24-day cycle shall receive compensation at the rate of time and one-half

his/her regular rate of pay for those hours in excess of 182. The regular rate of pay shall include, in addition to base salary, education incentive and longevity pay.

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

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

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

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

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

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

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

### C. EARLY RELIEF

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



D. TRAINING TIME

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

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

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

E. CITY VEHICLE USE

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

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

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

F. NON-EMERGENCY CALL BACK PAY

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or asked to come in two hours or less prior to his/her regularly scheduled shift to perform non-emergency tasks. An employee called back to duty shall be paid a minimum of two hours at time and one-half the 56-hour rate, in addition to payment for the actual hours worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

G. OVERTIME AUTHORIZATION

All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval may result in the denial of the overtime request.

## H. CLOTHES CHANGING

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

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

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

## I. SHIFT TRADES

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

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

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

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

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

## J. COURT PAY

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

#### K. A.M. WORKOUT

The period between 0830 and 1000 hours shall be allotted to the employee each day for optional physical training (PT) provided no department, station or joint agency training is scheduled for that period and provided that no department activity, demonstration or community activity has been scheduled during that period. This period of 1 1/2 hours shall be used by the employee for PT and shall include the morning break period. The employee shall be in uniform and ready for scheduled activities at 1000 hours. However, should the PT period be interrupted by an emergency or other activity the allotted time will continue upon return, until such time as the 1 1/2 hours has been completed.

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

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

#### L. FIRE MARSHAL

The Fire Marshal, in lieu of receiving overtime, will receive 80 hours of administrative leave per fiscal year.

### **Section 6: Acting Out of Class Pay**

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

- A. The work assumed must be that of a budgeted position and performed in the absence of the regular incumbent.
- B. The content of the position or work assumed must be fully and totally the same as performed by the regular incumbent.
- C. Credit shall not be given for any acting capacity work, which is referenced in a class specification as being appropriate to the employee's regular position.
- D. Any Fire employee assigned to work in a higher classification for a period of four shifts or more, for shift personnel, or for a 15-day period for non-shift personnel, shall receive additional compensation from the first day of said assignment.
- E. Acting capacity work must be approved by the City Manager.
- F. The determination of whether particular duties are subject to compensation at a higher rate of pay lies exclusively with the City of Colton. Employees who qualify for acting pay shall receive the equivalent of one pay range additional pay or the first step of the salary range

assigned the position being filled, whichever is higher, except that in no case will an employee be compensated at higher than the "E" step of the acting classification.

**Section 7: Longevity Pay**

Effective July 1, 2004, the Association agreed to eliminate longevity pay and add two percent (2%) to the salary of all Firefighters Association members.

**Section 8: Bilingual Pay**

The City agrees to pay \$100 per month (\$50 to be paid on the first two pay periods of the month) to employees who successfully complete a bilingual examination and who have been recommended by the Fire Chief and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Fire Chief shall terminate the bilingual compensation by written notice to the Human Resources Manager/Director. The Fire Chief may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Fire Chief. In either case, the Fire Chief shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

**Section 9: Training Captain Incentive**

A Fire Captain assigned to train a probationary employee, will receive \$200 per month, or a pro-rate thereof.

**Section 10: Special Certification Pay**

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

Firefighter II	1.5%
Company Fire Officer	2%
Chief Officer	2.5%
Executive Fire Officer	3.0%

The above certification pay is non-cumulative.

**ARTICLE III: FRINGE BENEFITS**

**Section 1: Cafeteria Plan**

The City will provide employees those health insurance plans available under the Public Employees' Medical and Hospital Care Act in place of the current health insurance plans under the Cafeteria Plan.

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$1,100 per month from which

employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided for employees to purchase supplemental medical insurance and childcare coverage through pretax dollars.

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 JANUARY 1, 2018

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

### **Section 2: Retirees' Health Insurance Participation**

Members of the Fire Unit who retire (service or disability) from the City employ may, at the retiree's discretion, enroll in the City-provided health insurance plan of the employee's choice.

Employees who have served a minimum of 20 years with the City shall have their premiums paid for themselves and their spouse by the City up to Medicare age. Retirees now eligible for City-paid medical insurance coverage who enroll in a medical plan other than those offered by the City of Colton shall be reimbursed by the City for such costs up to the maximum allowable after submitting proof of such coverage and payment of each month's premiums. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her own premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee and spouse remain insurable. 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.

#### ALL EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2018

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

### **Section 3: Retirement**

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

1. Each employee shall pay the full 9% employee/member portion of the required retirement contributions effective July 1, 2011.
2. Upon ratification of this agreement, the City will amend its contract with the Public Employees Retirement System (PERS) to implement a 3% at 55 retirement formula as part of a two-tier system.

All employees hired after October 15, 2011, will be subject to the 3% at 55 formula. Employees hired prior to the effective date of this amended PERS contract will continue to receive the 3% at 50 formula.

3. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRAs, 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.
4. In addition to the nine percent (9%) of compensation earnable employee-paid member contribution paid by "classic" members and the one half of the total normal cost paid by "PEPRA" members, effective on the beginning of the pay period when the City Council approves this MOU these employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f) (for a total of ten percent (10%) for classic members and one half the normal cost plus one percent for PEPRA members).
5. Effective on the beginning of the pay period, which includes January 1, 2018 these employees, shall pay an additional one percent (1%) (for a total of eleven percent (11 % for classic members and one half the normal cost plus two percent (2%) for PEPRA members) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).
6. Effective on the beginning of the pay period, which includes January 1, 2019 these employees, shall pay an additional one percent (1%) (for a total of twelve percent (12% for classic members and one half the normal cost plus three percent (3%) for PEPRA members) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code section 20516(f).

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

- 1) 3% at age 50 formula (safety) – hired prior to 10/15/11
- 2) 3% at age 55 formula (safety)– hired after 10/15/11
- 3) [2.7@57](#) formula (PEPRA) – hired on or after 1/1/13
- 3) One year final compensation
- 4) Military buyback
- 5) Post-Retirement Survivor Allowance (sworn) 1959 Survivor Benefit/4<sup>th</sup> Level. The cost of the benefit will be paid by the members in the unit and not by the City.

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

#### **Section 4: Life Insurance**

The City will provides each represented employee who participates in the Wellness Program (see Article 6, Section 8) and provides proof of participation, a fully paid term life insurance policy in the amount of \$100,000.

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

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

#### **Section 6: Paramedic Re-Certification**

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

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

#### **Section 7: Uniforms**

##### **A. UNIFORM ALLOWANCE**

The City agrees to pay the uniform maintenance allowance of \$75.00 per month (plus \$26.77 LTD (see Section 6) minus \$7.83 for 1959 Survivors Benefit (see Section 3) = net \$93.94 per month). Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

##### **B. UNIFORM VALUE**

With respect to safety employees who 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.

##### **C. UNIFORM REPLACEMENT PROGRAM**

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

1. PANTS: Two (2) Workrite Nomex Class B pants, every twelve months or one (1) Crew Boss BDU style wildland pant, every twelve months.
2. SHIRTS: Two (2) Workrite Nomex Class B short or long sleeve shirts, every twelve months or one (1) Workrite Nomex Class B shirt and four (4) uniform T- shirts with embroidered rank on the front [any combination of short or long sleeve T-shirts not to exceed four (4) T-shirts total], every twelve months or eight (8) Uniform T-shirts with embroidered rank on the front [any combination of short or long sleeve T-shirts not to exceed eight (8) T-shirts total), every twelve months.
3. JACKET: One (1) 5-11 tactical all weather jacket, every two years or one (1) Lyon jacket with liner, every two years.
4. BELT: Replaced every two years.

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

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

#### Fire Department Uniform Replacement

1. Purpose

The purpose of the Uniform Replacement Program is to:

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

2. Eligibility

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

#### **Section 8: Educational Incentive Benefits**

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

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



Fire Marshal

\$193

\$275

Such benefits shall be prorated on a bimonthly basis and included in the first two (2) paychecks of the month.

**Section 9: 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 10: 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 11: Separate Checks**

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

**Section 12: Tuition Reimbursement**

1. ALL NON-PROBATIONARY EMPLOYEES:

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 Human Resources Director, then by the Department 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.

2. For additional requirements, see City Administrative Policy 4.05.310.

**Section 13. Voluntary 401a Retirement Plan**

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

## ARTICLE IV: LEAVES

### Section 1: Vacation

A. Shift employees shall accrue vacation hours as follows:

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

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

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

C. 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.

D. 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 Personnel Officer. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of his/her accrual for a four-month period.

E. Use of Vacation Time

1. It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is discouraged. In no event may vacation be taken in increments of less than one hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the Fire Chief. The Personnel Officer may authorize an eligible employee to incur a

negative vacation balance of up to five days or up to 2-1/2 shifts for shift employees.

2. Vacation time may not be taken during the first year of service for safety employees or the first six months of service for non-safety employees.
3. Vacations shall be taken at times determined by the Fire Chief with due regard for the wishes of the employee and for the needs of the service.
4. No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof.
5. An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.
6. 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.
7. Previous City employment periods, during which vacation was accrued, may be considered as continuous service for the purpose of computing vacation rate upon the written request of the appointing authority and approval of the Personnel Officer.

- G. The Fire Marshal shall be allowed to buy back up to 40 hours of vacation per fiscal year provided a minimum of 100 hours is retained after buy back.

**Section 2: Holidays**

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

New Year's Day	Christmas Day
Martin Luther King's Birthday	New Year's Eve
President's Birthday	12 Hours Floating Holiday time accrued each July
Memorial Day	
Independence Day	
Labor Day	
Columbus Day	
Veteran's Day (To be observed as the second Monday in November)	
Thanksgiving Day	
Christmas Eve	

Non-shift employees must be hired prior to June 1 to be eligible for floating holiday hours in their first year of employment.

- B. All shift personnel shall receive 168 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

14 hours, for shift employees hired after June 30. Holiday credit is earned from the 1st if hired by the 15th, if hired from the 16th through the 31st holiday credit is earned the next month.

- C. Holiday leave must be taken in the fiscal year earned and cannot be carried over, except for unusual circumstances as approved through Fire Department channels by the City Manager.
- D. Shift personnel shall not take Holiday leave in increments of less than one hour.
- E. Employees shall not receive any form of compensation for unused holiday leave except as provided for in paragraph G below.
- F. The taking of holiday leave is subject to prior approval of the appointing authority.
- G. On June 1<sup>st</sup> of each year, an 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. This notification shall be in writing and is irrevocable. Payment for the holiday time shall be made by June 30 of each year. In the event that an employee separates from service and has used and/or been paid for holidays in excess of 14 earned hours per month, the employee shall reimburse the City for the overage.

**Section 3: Sick Leave**

Sick leave with pay shall be granted by the appointing authority at the rate of 12 hours for each calendar month of service for shift employees, and 8 hours for each calendar month of service for non-shift employees. 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, or used to care for an ill child, parent, spouse or domestic partner in an amount not to exceed that what would be accrued in 6 months. Accrual is unlimited.

**Section 4: Sick Leave Buy Back**

Effective July 1, 2006, Fire Association employees will be allowed to sell back sick leave according to the table below according to the following provisions:

- 1. The employee shall be compensated at their current salary at the time of request; and
- 2. The written request shall be in the form of a memorandum, submitted one time during the fiscal year period, and prior to June 1 of each year.

<b>Min. Years Of Service</b>	<b>Number of Hours Buy Back</b>	<b>Minimum Hours Sick Leave Retention</b>
3	51	100
4	64	200
5	77	300
6	91	400

7	104	500
8	117	600
9	130	700
10	144	800
11	157	900
12	184	1,000

**Section 5: Accumulated Sick & Vacation Leave at Termination**

A. Sick Leave:

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. Upon the separation or 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 hours of sick leave accrued, multiplied by his/her hourly rate earnings at the time of separation or termination multiplied by a percentage as follows:

If employed more than five years but less than ten.	10%
If employed more than ten years but less than fifteen	25%
If employed more than fifteen years	50%

Fire personnel, 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 applied 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 follows:

Five to ten years employment	10%
Ten to fifteen years employment	25%
Over fifteen years of employment	50%

The City shall provide members of the Fire Unit who are granted a service or disability retirement, a sum equal to the cash value of seventy-five percent (75%) of the employee's accumulated sick leave, after twenty (20) 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.

B. Vacation Leave:

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

C. Returning Employee After Separation:

If after voluntary separation from the City and the employee returns, the vacation, sick leave and benefit banks earned previously shall not be reinstated. Rule X, Section 1 Paragraph 8 of the Personnel Rules and Regulations does not apply to voluntary separation. Provided there is a vacant position, if after voluntary separation from the City and the employee returns after being separated for more than 90 days, the vacation, sick leave and benefit banks earned previously shall not be reinstated.

**Section 6: Bereavement Leave**

Up to 48 hours per occurrence, (40 hours for non-shift personnel) two occurrences each fiscal year, may be taken by full-time employees with pay as bereavement leave in the case of the death of the eligible employee's father, step father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife husband, child, step-child, grandchild, grandparent or grandparent of spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

**Section 7: Military Leave**

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

**Section 8: Jury Duty**

- A. If an employee serves on jury duty during a regularly scheduled work shift/day, the hours are listed on his time sheet.
- B. Employees who are requested to appear for jury duty must bring back with them a certification slip. The certificate is filled out and made available by the Jury Clerk. The certificate must be attached to the request for leave form when it is submitted to the Personnel Office. (Administrative Policy No. 4.05.100)
- C. The money received for jury service is turned in to the City unless the employee serves on a normal day off. The employee keeps jury service pay for each day served on normal day off.
- D. The employee also retains the portion of his jury duty check that is for expenses.
- E. The City pays the employee's full salary while he/she is serving on jury duty.

## **Section 9: Employee Witness Leave**

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

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

## **Section 10: Leave Without Pay**

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

## **ARTICLE V: WORKING CONDITIONS**

### **Section 1: Hours**

“48/96” Work Schedule:

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

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

### **Section 2: 48/96 Christmas Language**

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

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

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

**Example:**

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

Changes to:

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

**Section 3: Staffing**

Shift Personnel

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

Non-Shift Personnel

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

Minimum Assignment

Engine/Truck Company

- 1 - Fire Captain
- 1 - Fire Engineer
- 1 - Firefighter OR Firefighter/Paramedic

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

A Deputy Fire Chief position was created through the reclassification of a Battalion Chief. If the Deputy Fire Chief position is eliminated, the Battalion Chief position will be reinstated.

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

Squad

- 2 – Firefighter/Paramedic

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

A. Definitions

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

**AMOUNT OF PERSONNEL ALLOWED OFF:** Once the scheduled overtime for a month has been issued, any number of personnel may be allowed off. Personnel



must find their own replacement by inputting their requested days off into the Telestaff program. Telestaff will outbound vacant shifts for coverage after 10:00 a.m. each morning. Short notice vacancies may require a Captain to outbound the shift for coverage. It is the employee's responsibility to assure that his/her shift has been out bounded and covered. The department is only responsible for covering vacancies for primary and secondary vacation or holiday. The department will be responsible for filling leave due to illness, injury, bereavement, or department business.

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

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

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

**HOURS TRACKING:** All overtime related to staffing training and emergency overtime will be logged in Telestaff. Overtime for department business will not count towards the employee's total hours.

On June 30<sup>th</sup> of each fiscal year, the hours personnel have attained from the previous year will be zeroed out and personnel will be ranked in Telestaff by order of seniority in the Department.

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

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

**NON-EMERGENCY STAFFING:** Overtime used to cover for vacancies of line personnel who are off duty for vacations, holidays, sick leave, bereavement leave, injury leave, department business, and planned coverage of equipment for periods of high call loads. This overtime is paid at time and one-half the employee's regular rate of pay; this overtime rate will be referred to as overtime 2. This overtime is assigned and tracked by Telestaff based on the guidelines listed in the "Constant Staffing Policy". (Book 1 Tab 9 Colton Fire Department Operations Manual).

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

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

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

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

**PROMOTIONS:** Employees that are promoted or change rank for any reason will retain their hours from their previous rank and transfer the hours to their new rank.

**REQUIRED STAFFING/FORCE HIRE:** The non-voluntary recall to duty. When scheduled staffing or the staffing pool cannot cover personnel leaves, personnel may be required to report to duty. This is to be used only when all means of coverage have been exhausted. The employee with the least amount of overtime hours is considered force hired. This means that he/she will be required to work the overtime. However, that person will be able throughout the required duty to try to obtain coverage for the remainder of the overtime requirement.

**SENIORITY:** Time in the Department.

**SCHEDULED STAFFING:** Overtime to cover vacancies known about prior to the 15<sup>th</sup> of the month preceding the month the vacancies will occur. Employees may

sign up in Telestaff at any time; however, he/she must sign up by the 15<sup>th</sup> of each month to be eligible for scheduled staffing for the following month. Example: Sign up by March 15<sup>th</sup> to be eligible for April scheduled staffing.

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

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

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

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

B. Holidays

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

C. Staffing Vacancy Preference List

1. Scheduled Staffing List
  - a. Call back for Battalion Chief  
Choice #1.....Battalion Chief
  - b. Call back for Captain  
Choice #1.....Captain
  - c. Call back for Engineer  
Choice #1.....Engineer
  - d. Call back for Paramedic  
Choice #1.....Paramedic  
Choice #2.....Certified Paramedic in another rank
  - e. Call back for Firefighter  
Choice #1.....Firefighter  
Choice #2.....Firefighter/Paramedic  
Choice #3.....Engineer

D. Unscheduled Call Back Policy

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

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

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

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

When this occurs, the next lowest employee will be force hired.

### Station Coverage Until Call Back Is Secured

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

### Recall of the Force Hire

When an employee other than the potential force hire employee accepts an assignment the “In the Bucket” employee must be recalled to let him/her know they are no longer subject to call back.

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

### E. Scheduled Staffing

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

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

#### Procedure:

- a. Personnel will access Telestaff via Fire Department or home computer system. Personnel will highlight the days in which they are available to work and choose the work code “scheduled staffing” on their telestaff calendar.
- b. Telestaff will assign personnel to the vacant shifts by the 20th of each month for the upcoming month. Personnel can check their Telestaff calendar for assignments.
- c. Once a person has been assigned a shift he/she is responsible to work that shift. If for some reason a person cannot work an assigned shift he/she will be responsible for filing the shift via the process described previously
- d. Once the scheduled overtime has been assigned to a person, it is logged into Telestaff.
- e. Personnel are assigned staffing assignments based on the number of hours logged in Telestaff. If two or more personnel have the same number of hours, the overtime will be given to the most senior person.

- f. Unless otherwise indicated by an employee, no employee will be given more than two (2) partial overtimes during the monthly staffing scheduling.

F. Manpower Pool

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

G. Hours Tracking

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

**Section 4: Temporary/Modified Duty**

It is the policy of the Colton Fire Department to assist injured employees in returning to work as soon as they are medically able to perform meaningful work for the Department. In some instances, the return to work may result in a temporary modified-duty assignment within the Fire Department. The full policy is hereby included as Attachment A.

**Section 5: No Smoking Policy**

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

**Section 6: Station Maintenance**

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

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

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

The City will continue to assume the responsibility for the care and maintenance of vehicles assigned to chief officers and the fire prevention bureau. In addition, the City will continue the

custodial care of the Fire Department staff offices as presently exists. The employees shall continue the care and maintenance of all other vehicles and quarters as presently exists.

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

### **Section 7: Layoff and Demotion Policy**

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

In case of demotion, due to personnel reduction, the employee with the least seniority in rank shall be demoted first regardless of total department seniority. Employees shall be reinstated by order of their seniority from the rank from which they were demoted and shall not be subject to any new testing procedures. Demoted employees shall be given ample opportunity to obtain any certifications and meet new job requirements needed in their reclassification. No new promotions shall be made in the affected ranks until demoted employees have been given the opportunity to be reinstated to their previous positions.

### **Section 8: Seniority Points**

Seniority Points – Engineer and Captains Test

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

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

### **Section 9: Nepotism Policy**

This policy shall not affect employees employed by the City in the positions held as of July 1, 2003.

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, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle, domestic partner 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.

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, Department Director or member of the City Council.

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

### **Section 10: City Vehicle Use**

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

## **ARTICLE VI: GENERAL PROVISIONS**

### **Section 1: Effect of MOU**

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

### **Section 2: Savings Clause**

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

### **Section 3: Maintenance of Benefits**

All other terms and conditions of employment in existence immediately prior to the effective date of this MOU and not altered by this MOU, shall remain the same, unchanged, and in full force and effect unless altered by the mutual agreement of the City and the Association.

Any prior or existing Memoranda of Understanding between the parties regarding matters within the scope of representation are hereby superseded and terminated in their entirety. Moreover, all "side letter" agreements between the parties that have been entered into prior to the adoption of



this MOU by the City Council shall automatically expire on the date this MOU is adopted. Any increases in compensation and/or benefits that were delayed, postponed, or provided by those side letter agreements are hereby waived.

#### **Section 4: Waiver Clause**

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

#### **Section 5: Wellness Program**

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

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

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

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

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

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

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

#### **Section 6: Term of MOU**

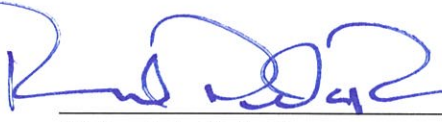
The term of this agreement will be from January 1, 2017 through midnight, December 31, 2019.

**Section 7: Council Action**

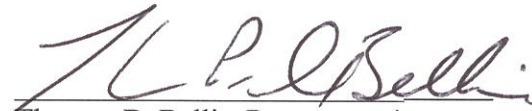
If this MOU is acceptable to the City Council, then the City Council shall adopt the MOU by appropriate action at the first scheduled meeting following the signing of this MOU.

Dated: 4/22/17

Dated: 6-22-17



Richard A. DeLaRosa  
Mayor



Thomas DeBellis, Representative  
Firefighters Association, Local 935

ATTACHMENT "A"  
TEMPORARY MODIFIED DUTY ASSIGNMENTS

**PURPOSE AND SCOPE**

The purpose of this policy is to describe the procedure for assigning employees to temporary modified duty when injuries sustained on- or off-duty result in physical limitations as diagnosed by a qualified health care professional.

**POLICY**

It is the policy of the Colton Fire Department to assist injured employees in returning to work as soon as they are medically able to perform meaningful work for the Department. In some instances, the return to work may result in a temporary modified-duty assignment within the Fire Department.

Temporary modified-duty assignments are intended to provide employees who have sustained a work-related occupational or non-occupational injury that temporarily limits their ability to perform their regularly assigned duties with an opportunity to return to work. The ability of the Department to offer an employee a temporary modified-duty assignment will be based on the limitations of the employee and the needs of the Department, and will generally not exceed twelve weeks. The process for evaluating an employee for a modified-duty assignment after being medically cleared with restrictions from an injury occurring on or off-duty, or an illness as a result of an exposure, shall be as follows:

- a) The employee's treating health care professional must have provided the employee with written clearance stating that the employee is able to work modified duty with identified work restrictions.
- b) The employee must provide the clearance document to the Human Resources Department as soon as practicable.
- c) The Human Resources Department should contact the respective Battalion Chief or the authorized designee to determine the availability of a temporary modified-duty assignment that is commensurate with the employee's work restrictions. There may be instances when a temporary modified-duty position within the employee's work restrictions is not available.
- d) If a temporary modified-duty assignment is available, the employee may be required to schedule an appointment with the department's occupational medical provider for final medical clearance before reporting for duty.
- e) Temporary modified-duty assignments shall not exceed twelve weeks without approval from the Fire Chief or the authorized designee. The time limit may be extended upon medical certification that you will be released to full duty within 45 days of the last eligible date for light duty. Extensions will be based on the employee's need for continued temporary modified duty and the Department's need for continued work in the task assigned. Extensions are not guaranteed. Extensions in a temporary modified duty assignment will be granted on a case-by-case basis and at the sole discretion of management. An authorized extension will not expand any temporary modified duty into a permanent

assignment and will not be considered as precedent for any other extensions.

- f) With the exception of employees who are disabled, as defined by the Americans With Disabilities Act (ADA) or the California Fair Employment and Housing Act (Government Code § 12940 et seq.), temporary modified-duty assignments normally will end at the point when the injured employee's condition is declared permanent and stationary or twelve weeks, whichever is sooner.
- g) If during a temporary modified duty assignment an employee either separates or retires from employment from the City of Colton for any reason, calculations for compensation, as governed by the current Memorandum of Understanding (MOU) for that employee, for unused sick leave, vacation, holiday or any other compensation utilizing an hourly rate will be made by converting the leave accrued while working a 56-hour work week, prior to the temporary modified duty assignment, to the equivalent of accrual at a 40-hour work week. The purpose of this calculation is to assure that the employee is not compensated either more or less than if s/he separated as a shift employee.
- h) Upon entering this temporary modified duty assignment, employees will utilize 10 hours of their accrued holiday or vacation time when their modified duty assignment falls on a City recognized holiday as listed below:

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

When one of the fixed holidays falls on a Friday, the preceding Thursday shall be treated as a holiday.

- i) In the event an employee is placed on modified (light) duty, with restrictions as determined by a physician, the employee shall be placed on injury leave until the end of the payroll period. At the commencement of the next payroll period, the employee shall be placed on a forty hour (40) work schedule, Monday through Thursday, at which time the benefits will be converted from a 56-hour shift schedule to a 40 hour shift schedule accrual basis such that vacation, sick leave, and holiday balances may be reduced by a factor of 1.4 (Example 56 divided by 1.4 = 40). In the case of modified duty which does not extend into the next payroll period, the employee shall work on his or her normally assigned shift schedule, excluding weekends.

Upon release to full duty by a physician and at the beginning of the closest

payroll period following, the employee shall be returned to the 56-hour schedule, and vacation, sick leave, and holiday balances shall be increased by a factor of 1.4 (Example 40 times 1.4 = 56).

## PROCEDURES

- A. Transitional work (light duty) assignments are categorized into two (2) areas:
  - 1. Temporary light duty due to an **occupational** injury or illness.
  - 2. Temporary light duty due to an **off-duty** injury or illness.
- B. When an injured or ill employee is off-duty, they are required to provide the Human Resources Department with a continuing disability notification from their physician listing any restrictions.
- C. When an employee is in receipt of a light duty release, they must contact the Human Resources Department and their supervisor immediately or as soon as practicable.
- D. A written description of the light duty work assigned will be provided by the Fire Department prior to reporting to the light duty assignment. This written description will be approved by the employee's physician and the employee will also receive a copy. See **Appendix I** for an example.
- E. If an employee chooses not to participate in the temporary/modified assignment, they may elect to use sick leave, vacation leave, holiday leave, or leave without pay, as long as the employee is unable to return to their regular position.
- F. Usually injured or ill employees will be placed in a temporary/modified assignment (light duty) in the fire department based on their listed restrictions. If no light duty assignments are available, the employee will be placed on LC4850 time off or if off-duty injury, employee may use available sick leave, vacation leave or holiday leave.
- G. **MEDICAL APPOINTMENTS WHILE ON LIGHT DUTY**
  - 1. Employees shall schedule all medical appointments before or after normal working hours, whenever possible.
  - 2. Non-occupationally off-duty injured employees shall schedule all medical appointments before or after normal working hours, whenever possible; when not possible sick leave, vacation leave, or holiday leave will be required for appointments.
  - 3. In those cases where appointments cannot be scheduled before or after normal working hours, the following procedure is applicable:
    - a) The employee will be required to present, to the supervisor, an appointment slip from the doctor or physical therapist, stating the date and time of the appointment.
    - b) Upon return to work from the appointment, the employee will be

required to present to the supervisor, a slip from the doctor or physical therapist, stating the time the employee left the office.

- c)** A reasonable amount of time will be allowed for travel to and from appointments.
- d)** The total time away from work will be recorded on the time card "IF" (Injury Fire) or when an off-duty injury, shall be recorded as sick, vacation, holiday leave.