

MEMORANDUM OF UNDERSTANDING

BETWEEN
CITY OF COLTON
AND
THE MID-MANAGER EMPLOYEES' UNIT
TEAMSTERS, LOCAL NO. 1932

EFFECTIVE:
JANUARY 1, 2021
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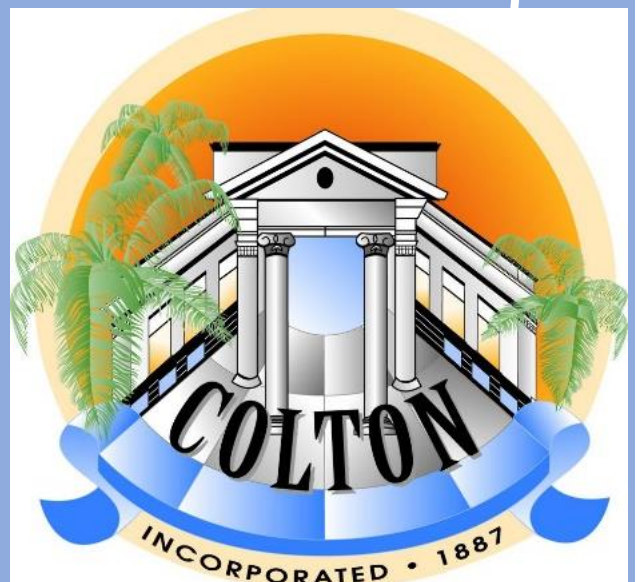


TABLE OF CONTENTS

Article:	Section:	Page:
ARTICLE I:	EMPLOYER-EMPLOYEE RELATIONS.....	1
SECTION 1:	RECOGNITION	1
SECTION 2:	SCOPE OF REPRESENTATION.....	2
SECTION 3:	UNION MEMBERSHIP	2
SECTION 4:	UNION AND CITY PROPOSALS	3
SECTION 5:	GRIEVANCE PROCEDURE	3
	1. STATEMENT OF PURPOSE	3
	2. DEFINITIONS	3
	3. PROCEDURE	3
	4. APPEAL OF CITY MANAGER'S DECISION.....	4
	5. REPRESENTATION.....	5
	6. SELF-REPRESENTATION.....	5
	7. FREEDOM FROM REPRISAL.....	5
	8. TIME LIMITS	5
	9. DISCIPLINARY ACTION APPEAL PROCESS	5
SECTION 6:	CONTRACT BAR.....	6
SECTION 7:	MANAGEMENT RIGHTS	6
SECTION 8:	NEW EMPLOYEE ORIENTATION	7
SECTION 9:	SHOP STEWARDS	8
ARTICLE II:	COMPENSATION	9
SECTION 1	SALARY.....	9
SECTION 1A	HAZARD PAYMENTS.....	9
SECTION 2	RETIREMENT	9
SECTION 3	PERS 4TH LEVEL SURVIVOR BENEFIT	10
SECTION 4	OVERTIME	10
SECTION 5	COMPENSATORY TIME	10
SECTION 6	REST PERIODS	10
SECTION 7	ACTING PAY.....	11
SECTION 8	BILINGUAL PAY.....	11
SECTION 9	SPECIAL ASSIGNMENT COMPENSATION	12
SECTION 10	LONGEVITY PAY.....	12
SECTION 11	SOCIAL SECURITY	12
SECTION 12	MEDICARE	12
SECTION 13	PROMOTIONS	12
SECTION 14	UTILITY CREDIT.....	13
SECTION 15	VOLUNTARY DEDUCTION FOR D.R.I.V.E. PROGRAM	13
SECTION 16	INCENTIVE PAY.....	13
ARTICLE III:	FRINGE BENEFITS.....	13
SECTION 1	HEALTH INSURANCE	13
SECTION 2	RETIREES' HEALTH INSURANCE PARTICIPATION	14
SECTION 3	TERM LIFE INSURANCE	15
SECTION 4	SHORT-LONG TERM DISABILITY	15
SECTION 5	TUITION REIMBURSEMENT	16
SECTION 6	UNIFORMS	16
SECTION 7	BOOT ALLOWANCE.....	17
SECTION 8	WELLNESS PROGRAM.....	17
SECTION 9	EMPLOYEE BENEFIT COMMITTEE	17
ARTICLE IV:	LEAVES.....	18
SECTION 1	ADMINISTRATIVE LEAVE.....	18
SECTION 2	VACATION	18
	1. ACCRUAL	18
	2. USE	18

Article:	Section:	Page:
	3. VACATION SELL BACK	19
	4. ACCUMULATED HOURS AT TERMINATION	19
SECTION 3	HOLIDAYS	19
SECTION 4	SICK LEAVE	20
	1. ACCRUAL	20
	2. SICK LEAVE BUY BACK	20
	3. SICK LEAVE REPORTS	20
	4. FAMILY ATTENDANCE	20
	5. ACCUMULATED HOURS AT TERMINATION	20
SECTION 5	BEREAVEMENT LEAVE	21
SECTION 6	MEDICAL LEAVE OF ABSENCE	21
SECTION 7	INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS	21
ARTICLE V:	WORKING CONDITIONS	22
SECTION 1	WORK HOURS	22
SECTION 2	WORK SCHEDULE	22
SECTION 3	EMERGENCY MEAL PERIODS	22
SECTION 4	NEPOTISM POLICY	22
SECTION 5	LAYOFF POLICY	23
	1. GENERAL PROVISIONS	23
	2. NOTIFICATION	23
	3. ORDER OF LAYOFF	23
	4. EXCEPTION TO ORDER OF LAYOFF	25
	5. EMPLOYEE'S RIGHTS WHILE ON LAYOFF	25
	6. RETRAINING	25
SECTION 6	REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY	25
	1. POLICY ON DRUG AND ALCOHOL-FREE WORKPLACE	25
	2. CATEGORIES AND METHODS OF TESTING	27
	3. EMPLOYEES SUBJECT TO TESTING	27
	4. SUBSTANCES FOR WHICH TESTING WILL OCCUR	27
	5. SUBSTANCE TESTING PROCEDURES	28
	6. REHABILITATION PROGRAM	29
	7. DISCIPLINARY ACTION	30
	8. MANAGEMENT/SUPERVISORY RESPONSIBILITIES	30
	9. SUBSTANCE ABUSE PROFESSIONAL	30
	10. MEDICAL REVIEW OFFICER	30
	11. EMPLOYEE STATUS	31
	12. RETEST	31
	13. CONFIDENTIALITY	31
	14. TRAINING	31
	15. RIGHT OF UNION PARTICIPATION	32
	16. SEVERABILITY	32
	17. REVISIONS TO THE POLICY	32
SECTION 7	RECLASSIFICATION	32
SECTION 8	CLASSIFICATION STUDIES	32
SECTION 9	CITY VEHICLE USE	33
ARTICLE VI:	GENERAL PROVISIONS	33
SECTION 1	SAVINGS CLAUSE	33
SECTION 2	TERM OF AGREEMENT	33
SECTION 3	CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING	33
SECTION 4	COUNCIL ADOPTION	34
WEINGARTEN RIGHTS FOR MEMBERS		Back Cover

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF COLTON
AND
THE COLTON MID-MANAGER EMPLOYEES' UNIT OF
TEAMSTERS LOCAL 1932**

ARTICLE 1 – EMPLOYER-EMPLOYEE RELATIONS

SECTION 1. RECOGNITION

The City hereby recognizes the Teamsters Local 1932 as the representatives of employees in the Mid-Management Unit, which encompasses all full-time positions in the City of Colton in the following classifications:

CURRENT RECOGNIZED POSITION LIST

Position-Title	Status
Administrative Analyst I & II	Exempt
Associate Engineer	Exempt
Associate Planner	Exempt
Business License/Collections Officer	Exempt
Building Maintenance Supervisor	Non-exempt
Building Official	Exempt
Capital Project Manager	Exempt
Collection System Maintenance Supervisor	Non-exempt
Community Childcare Manager	Exempt
Community Childcare Assistant Site Supervisor	Non-exempt
Community Childcare Site Supervisor	Non-exempt
Economic Development Manager	Exempt
Economic Development Project Manager I & II	Exempt
Electric Utility System Designer	Exempt
Environmental & Conservation Supervisor	Exempt
Executive Assistant	Exempt
Executive Assistant to Police Chief	Exempt
Information Technology Coordinator	Exempt
Information Technology Supervisor	Exempt
Library Manager	Exempt
Planning Manager	Exempt
Police Records Supervisor	Exempt
Public Works Supervisor	Non-exempt
Public Works & Water/Wastewater Administrative Manager	Exempt
Purchasing & Customer Service Manager	Exempt
Recreation Services Managers	Exempt
Senior Accountant	Exempt
Senior Energy Services Specialist	Exempt
Senior Planner	Exempt
Sub-Station Superintendent	Exempt
Transmission/Distribution Superintendent	Exempt
Utilities Business Systems Analyst	Exempt

Position-Title	Status
Utilities Executive Assistant	Exempt
Utilities Engineer	Exempt
Utilities Planning Manager	Exempt
Utilities Resource Analyst	Exempt
Warehouse Supervisor	Non-exempt
Water & Wastewater Utilities Superintendent	Exempt
Wastewater Utility Supervisor	Non-exempt
Water Utility Supervisor	Non-exempt

INACTIVE POSITIONS LIST

Position-Title	Status
Accounting Manager	Exempt
Assistant Director of Utility Services – Electric	Exempt
Assistant Public Works Director	Exempt
Chief Deputy City Clerk	Exempt
Electric Utility Integrated Resource Coordinator	Exempt
Electrical Systems Engineer/ GIS Project Manager	Exempt
Energy Services Specialist	Exempt
Engineering Assistant	Exempt
Engineering Manager	Exempt
Equipment Maintenance Manager	Exempt
Family Services Supervisor	Non-exempt
Library Administrative Coordinator	Exempt
Literacy Coordinator/Branch Supervisor	Exempt
Police Support Services Manager	Exempt
Principal Librarian	Exempt
Production Supervisor	Non-exempt
Public Works & Water/ Wastewater Superintendent	Exempt
Public Works Superintendent	Exempt
Redevelopment Manager	Exempt
Senior Economic Development Project Manager	Exempt
Senior Utilities Financial Analyst	Exempt
Utilities Financial Analyst	Exempt
Utilities Plan Examiner	Exempt
Wastewater Utility Manager	Exempt
Water Utilities Manager	Exempt

SECTION 2. SCOPE OF REPRESENTATION

Scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

SECTION 3. UNION MEMBERSHIP

Upon being notified by Teamsters Local 1932, the City shall, on behalf of the Bargaining Unit, deduct monthly Bargaining Unit dues from the Members' salary. The Bargaining Unit agrees to indemnify the City and to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this article.

SECTION 4. UNION AND CITY PROPOSALS

Due date for Union and City proposals will be 90 days prior to the expiration of the MOU.

SECTION 5. GRIEVANCE PROCEDURE

1. Statement of Purpose

The purpose and objectives of the grievance procedure are to:

- A. Assure fair and equitable treatment of all employees and 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 correct, if possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.

2. Definitions

- A. Day - A workday unless otherwise stated. A workday is a day on which City Hall is open for business for its full normal working hours.
- B. Binding Arbitration - To place the findings of the Arbitrator under legal obligation by contract or oath.
- C. Grievant - An employee in the Mid-Management Unit. A Union may file a grievance on behalf of itself or its members.
- D. 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.
- E. Arbitration - Method of resolving disputes between an employer and employee organization by submitting the dispute to a neutral third-party.
- F. Arbitrator - A person chosen to arbitrate a dispute between parties as opposed to a court of law.
- G. Representative - A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.
- H. Immediate Supervisor - The person having evaluation responsibility for the Grievant.
- I. 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 grievants unsatisfied with the decision at any procedural step shall retain their individual rights to appeal to the next step in the grievance procedure.
- J. Answer - An answer is the response to the grievance at any of Step A through F in Part 3. 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.

3. Procedure

- A. Informal Resolution - Within ten (10) 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 (10) days from the date of receiving the written answer from his or her supervisor, request an interview with the division head, if one exists, in order to discuss the grievance. The meeting with the division head will be held within ten (10) days of the employee submitting the request for the meeting.

The division head will answer within ten (10) days of meeting with the grievant(s).

- C. If the division head and the employee cannot reach a solution to the grievance, the employee may, within ten (10) days from the date of receiving the answer from the division head, request in writing and be granted an interview with the Department Director. The interview will be scheduled within ten (10) days of the employee submitting the request.

The Department Director shall render an answer within ten (10) days of meeting with the grievant.

- D. If the Department Director and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Director, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant within ten (10) days of receiving the appeal. The City Manager shall meet with the grievant and review the grievance and shall answer within ten (10) days of discussing the grievance.

4. Appeal of City Manager's Decision

- A. If the grievant is not satisfied with the decision of the City Manager, the employer, the Union may, within ten (10) 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.

- B. Selection of Arbitrator - If the parties are unable to mutually select an Arbitrator, the State Arbitration and Conciliation Service shall be requested to an Arbitrator.

- C. Private Hearing - Arbitration hearing shall be private.

- D. Cost and Expenses - Each party shall bear equally the cost of the fees and expenses of the Arbitrator, if any. Each party shall bear its own witness and attorney fees.

The Arbitrator shall render a decision in writing, within thirty (30) days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the Arbitrator is final and binding and is not subject to any administrative or judicial review except pursuant to the Civil Code Procedure.

5. 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.

6. Self-Representation

- A. In the event a grievant elects to exercise the right to self-representation, and objects to the attendance of a Union Representative and/or Business Representative, such individuals shall be excluded; provided, however, representatives of the Union will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Union's interest in effective representation of its members.
- B. Accordingly, the City of Colton shall provide the Union 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.
- C. 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, and telephone number.
 - 3) Any other personal information protected under right of privacy.

7. Freedom From Reprisal

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

8. 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.

9. Disciplinary Action Appeal Process

The disciplinary action appeal process is to allow employees who are dissatisfied with management action to have the following forms of recourse:

- A. **WRITTEN REPRIMANDS:** An employee who receives a written reprimand may appeal such action to the City Manager. The written reprimand will include a notice of appeal rights. Such appeal shall be made in the form of a memorandum or letter to the City Manager from the authorized Union representative within three business days of receiving the

reprimand. The City Manager shall have five (5) business days to meet with the appellant and five (5) business days to issue a written determination following such meeting.

The determination of the City Manager shall be final and binding and shall not be subject to further appeal.

- B. **DISCIPLINE APPEAL PROCEDURE (DISCIPLINARY SUSPENSIONS, DEMOTIONS AND DISMISSALS):** The City shall comply with Administrative Policy No. 4.05.250, thus insuring that employees are afforded "due process". A permanent employee who is suspended, demoted, or dismissed shall have the right to appeal to an Arbitrator. Such appeal to be made in the form of a memorandum or letter to the City Manager from an authorized Union representative within ten (10) business days of receiving the "Order of Disciplinary Action".

The disciplinary appeals process is as follows:

- A. Selection of Arbitrator - If the parties are unable to mutually select an Arbitrator, the State Arbitration and Conciliation Service shall submit a list of persons qualified to act as Arbitrators. Within five (5) days following receipt of the list of Arbitrators, the parties shall select an Arbitrator. Unless the parties agree to another method of selecting the 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.
- B. Private Hearing - Discipline appeal Arbitration hearing shall be private unless appellant wishes the hearing to be open.
- C. Costs and Expenses - 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 Arbitrators shall render a decision in writing within thirty (30) days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. The decision of the Arbitrator is final and binding and is not subject to any administrative or judicial review except pursuant to the Code of Civil Procedure.

SECTION 6. CONTRACT BAR

It is understood that this MOU shall constitute a bar to any petition or request for recognition in any unit which includes classifications of employees covered by this MOU where such petition or request seeks to represent such employees at any time prior to the expiration of this MOU.

SECTION 7. 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.

It is expressly agreed by both parties that the City's determination to exercise those rights described herein, shall not be subject to the meet and confer process. However, the impact of exercising said rights is subject to the meet and confer process.

It shall be the policy of the City that no employee shall be interfered with, intimidated, restrained, coerced, or discriminated against in matters of employment, appointments, promotions, or other actions requiring the application of the merit principle. The City's actions in exercising the rights described herein shall be based on merit and fitness, free of favoritism and personal and political considerations.

SECTION 8. NEW EMPLOYEE ORIENTATION

New employee orientation means an "in person" meeting designated as such and scheduled with representatives of the City of Colton to advise and inform new employees of their employment benefits, responsibilities, City Rules, and other similar related matters. Currently, the City performs new employee orientations on the first day of work, typically at the beginning of a pay period (Monday at 8:00 a.m.). However, there may be instances where orientations are held on a different date and/or time following their actual start date due to business needs. Typically, the orientation process lasts one (1) to two (2) hours.

The City of Colton will make every effort to provide written notice (by email, letter, or text) to the Union of all new employee orientations, which they represent, at least fifteen (15) calendar days, no less than ten (10), prior to the scheduled orientation. The new employee orientation notice provided to the Union shall include the date, time, and location of the orientation. This will allow for proper scheduling to ensure that representative(s) from the Union are available to meet with the employee prior to or following the orientation session. If the Union or its representative are not available on the day or time the City has scheduled its orientation, the City will allow the Union to meet with the new employee within a week of hire.

Teamsters Local 1932 will be provided the opportunity to have up to two (2) representatives to meet with the new employee for up to forty-five (45) minutes of uninterrupted private time prior to or following of the new employee orientation. The Union may provide written materials, including a packet of information, to the new employee(s). The Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with City business and activities and to comply with all City policies and procedures.

The Union's presentation will be conducted during paid City time as a regular part of the new employee orientation. One (1) of the two (2) Union representatives will be the Business Agent and the other may be a bargaining unit member (City employee). Approval from the Department Director shall be authorized prior to a bargaining unit member attending the new employee orientation. At no time shall the bargaining unit member (acting as a Union representative) meeting with the new employee result in any overtime or additional costs to the City. A bargaining unit member attending the orientation as a Union representative shall do so during their regular working hours so as to not incur additional costs to the City. The Union will provide the Human Resources Director, at least forty-eighty (48) working day hours in advance notice, of the name(s) of the bargaining unit member(s) who they wish to attend the orientation.

During the new employee orientation, the City shall make every effort to provide a written statement, obtained from the Union to each new employee hired into a position/classification represented by the (Teamster's, Local 1932) bargaining unit, that the employee's position is represented by the Union. To properly identify current leaders, the Union will provide a roster of representative(s) to the City prior to such orientation.

Within thirty (30) days of hire or by the first pay period of the month following hire, the City of Colton

shall provide Teamsters Local 1932 with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, as well as home addresses of all newly hired employees. While AB 119 requires that the City of Colton provide the Union with this information for all employees in the bargaining unit at least every one hundred twenty (120) days, Teamsters Local 1932 agrees to receive this information twice a year on July 1st and January 1st, except as specified.

Employees who choose not to have their personal information (home address, home telephone number, personal cellular number, or personal email address) released to the Union can sign a Waiver of Informational Release form.

SECTION 9. SHOP STEWARDS

Employees who are appointed as shop stewards by the Union must be identified to the Human Resources Director.

The City recognizes the right of Teamsters Local 1932 to designate Shop Stewards and alternates from the Colton Mid-Management Bargaining Unit. The duties and activities of Shop Stewards and alternates so designated by Teamsters Local 1932 shall be but not limited to:

1. The investigation and presentation of grievances with the City of the designated City representative in accordance with the provisions of the MOU and the laws governing the State of California. Only one (1) shop steward is permitted to participate in these types of meetings.
2. The Shop Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances. Upon notice and approval of his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period to investigate grievances or potential grievances. Requests can be postponed in an event of natural disaster or an unforeseen emergency.
3. Shop Stewards shall be granted leave time to attend trainings, activities and or conventions. The Shop Stewards shall be permitted to attend the designated monthly training at Teamsters Local 1932. Shop Stewards shall be granted a total of sixty (60) hours per fiscal year to be used amongst all four (4) Shop Stewards. The City is not required to pay for leave time exceeding more than four (4) hours in a day.
4. TIME-OFF FOR MEETING AND CONFERRING. The City shall provide reasonable time off to a reasonable number, not to exceed four (4) duly authorized Union representatives for the purpose of meeting and conferring with City representatives.
5. However, in no case shall more than two (2) employees from any one (1) division be simultaneously present at meet and confer sessions. The Union shall provide the City with a list of said authorized personnel at the beginning of each fiscal year (no later than July 10). No Union representative shall be compensated by payment of overtime for participation in any meet and confer session. Such designated Union representatives shall be released for engaging in the meet and confer process one (1) hour before the scheduled time for commencement of the meeting and shall return to the performance of their duties not later than one (1) hour after conclusion of the meet and confer session.
6. If a Union representative (including a shop steward) wants to meet with members of the Union for any other purpose, such meeting must take place during off duty hours or while the employee (and if the representative is an employee, the representative him/herself) is on his/her lunch break.

ARTICLE II – COMPENSATION

SECTION 1. SALARY

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

Effective the first pay period after City Council adoption of the MOU, employees in the above represented classifications shall receive a two percent (2%) across-the-board salary increase.

Effective the first full pay period in July 2022, employees in the above-represented classifications shall receive a one and one-half percent (1.5%) across-the-board salary increase.

Effective the first full pay period in July 2023, employees in the above-represented classifications shall receive a two percent (2%) across-the-board salary increase.

Effective the first full pay period in July 2024, employees in the above-represented classifications shall receive a one and one-half percent (1.5%) across-the-board salary increase.

For purposes of salary surveys, the survey cities are: Banning, Montclair, Moreno Valley, Redlands, Rialto, and San Bernardino. No cities shall be added to or removed from this list during the term of the MOU.

SECTION 1A. HAZARD PAYMENTS

The City will issue two (2) separate hazard payments of up to \$3,500.00 to each employees who have been actively employed by the City for a minimum of one (1) year as of July 1, 2021 (July 1, 2020 thru June 30, 2021) and who remain in active employment as of the scheduled payment dates.

Employees who have been actively employed by the City for less than one (1) year, as of July 1, 2021, will receive a pro-rated first payment based on the number of months they have been employed since July 1, 2020 multiplied by two hundred ninety-one dollars and sixty-seven cents (\$291.67). An employee who was hired after the fifteenth (15th) of a month will not receive credit for working that month for purposes of calculating the pro-rated lump sum payment. For example, an employee hired on January 20, 2021 will receive a payment of \$1,458.33 (five (5) months times two hundred ninety-one dollars and sixty-seven cents (\$291.67)). An employee who was hired on January 15, 2021 will receive a payment of \$1,750.00 (six (6) months times two hundred ninety-one dollars and sixty-seven cents (\$291.67)). Employees who have been on an unpaid leave of absence during this time will also have their lump sum payment pro-rated based on the period of unpaid leave of absence.

The Cit shall issue the first payment in the paycheck of the fourth pay period following ratification and approval of the MOU.

The City shall issue the second payment to employees who have been employed by the City between July 1, 2020 to June 30, 2021 and who are in active employment status as of July 1, 2022, in the pro-rated manner prescribed above in a separate check that covers the first full pay period in July 2022. The cash payments under this provision shall not constitute reportable compensation to CalPERS.

SECTION 2. RETIREMENT

Each employee shall pay the full amount of the normal member contribution. Any Unit member that established CalPERS membership prior to the implementation of the Public Employees' Pension Reform Act of 2013 (PEPRA) in connection with City employment or that otherwise establishes "classic member" status, as defined in Section 579.1 of the California Code of Regulations, shall be subject to one of the following pre-PEPRA retirement formulas determined on the basis of their original date of hire:

Employees hired prior to June 1, 2012: 2.7% at 55

Employees hired on or after June 1, 2012: 2.5% at 55

The normal member contribution applicable to members participating in these retirement formulas continues to be eight percent (8%). Any Unit member that is considered a "new member" hired on or after January 1, 2013, as defined in PEPR shall be subject to the PEPR retirement formula for miscellaneous members which is two percent (2%) at sixty-two (62). The normal member contribution for "new members" will be determined by CalPERS in accordance with PEPR.

SECTION 3. PERS 4th LEVEL SURVIVOR BENEFIT

The City will provide CalPERS 4th Level Survivor benefits to all Mid-Managers Unit employees.

SECTION 4. OVERTIME

The following classifications are designated as non-exempt: Building Maintenance Supervisor, Collection System Maintenance Supervisor, Community Childcare Assistant Site Supervisor, Community Childcare Site Supervisor, Public Works Supervisor, Warehouse Supervisor, Wastewater Utility Supervisor, and Water Utility Supervisor.

All non-exempt employees required to work in excess of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of one and one-half (1.5) times his/her regular rate of pay.

The City agrees to provide a minimum of two (2) hours work time for each employee if they physically report for scheduled overtime and that overtime is thereafter canceled for any reason.

In determining an employee's eligibility for overtime, paid leaves of absences shall be included in the total hours worked.

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

Overtime shall be recorded and paid in minimum increments of fifteen (15) minutes.

Planned overtime shall be divided as equitably as possible among available and qualified personnel and within each classification. Management reserves the right to make the final determination in all overtime scheduling.

SECTION 5. COMPENSATORY TIME

In lieu of receiving overtime pay pursuant to the Section above, an employee may elect to receive compensatory time off at the rate of one and one-half (1.5) times the actual hours worked, including travel time from and to the employee's residence. Employees shall be allowed to sell back up to forty (40) hours accrued compensatory time once per fiscal year.

SECTION 6. REST PERIODS

- A. An employee who works sixteen (16) consecutive hours shall earn a rest period as follows:
 - 1. Wastewater Utility Supervisor and Water Utility Supervisor shall earn a ten (10) hour rest period.
 - 2. All other non-exempt classifications shall earn an eight (8) hour rest period. A rest period of at least the length of time stated in "A" above (either ten (10) or eight (8) hours) shall be considered an interruption of consecutive hours worked.
- B. Rest periods of less than the lengths stated in "A" above (either ten (10) or eight (8) hours) shall be counted as time worked but not paid.
- C. Employees shall be compensated at their regular rate of pay for all regularly scheduled work time that falls while that employee is off on their earned rest period.

- D. Employees directed to return to work while on a rest period shall be compensated at the applicable overtime rate of pay for their classification for all time worked until the appropriate rest period is completed. Such overtime pay shall be in lieu of, and not in addition to pay received under the provisions listed above.
- E. Time paid for meals not taken shall not count towards earning a rest period. A paid mealtime taken shall count towards earning a rest period.
- F. When the rest period extends into a regularly scheduled workday the employee may elect to use vacation time, compensatory time, floating holiday time, or leave without pay for the remainder of the workday for any hours after the paid rest period has ended.
- G. For the purpose of the rest period eligibility, Sundays and holidays will be treated as a normal workday.

SECTION 7. ACTING PAY

Any employee assigned to work in a higher classification for a period of thirty-nine (39) consecutive work hours or more, shall receive compensation from the first hour at five percent (5%) above the employee's current pay range or Step "A" of the acting positions pay range; whichever is greater; except that in no case will an employee be compensated at higher than "E" Step of the acting salary range. Regularly, scheduled holidays shall be counted as "work hours" for the purpose of qualifying for acting pay only. All other leave hours shall not count as "work hours" for the purpose of qualifying for acting pay. Administrative Policy 4.05.170 shall be followed with only the prescribed pay increase and no increase in benefits provided to an employee in acting pay status. Duration of assignment shall not exceed six (6) months. This may be extended for an additional six (6) month period upon mutual agreement between the employee and City, and only due to extenuating circumstances. Employees in a probationary status shall not be eligible to be assigned to acting assignments.

The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment. Employment in a probationary status will not be assigned to perform higher-level duties or serve in an "acting" capacity.

Acting appointments shall be made based on the needs of the City. Appointees shall meet the minimum qualifications for the position whenever possible. If they do not, it will be clearly noted on their Personnel Action Form (PAF) that their acting appointment does not automatically qualify them for any future recruitment to fill such position on a regular basis. Eligible employees' experience and job knowledge shall be given major consideration before an appointment is made.

The Department Director shall post a notice on bulletin boards (which employees have access to) and email employees of the intent to make such an appointment at least one week prior to making an acting appointment. Employees shall advise the Department Director in writing if they are interested in being considered for such an appointment. The Department Director shall be under no obligation to interview all such employees prior to making an acting appointment; however, if interviews are held, all interested employees who meet the minimum qualifications shall be interviewed. This provision shall not apply in cases of emergency.

SECTION 8. BILINGUAL PAY

The City agrees to pay fifty dollars (\$50.00) per pay period (except the 3rd pay period of the month), one hundred dollars (\$100.00) per month, to employees who successfully complete a bilingual examination and who have been recommended by the Department Director and approved by the Human Resources Director. 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. SPECIAL ASSIGNMENT COMPENSATION

Employees who have been given the temporary assignment involving the performance of more difficult duties and requiring a greater level of skills(s) or duties outside of their classification, may be granted additional compensation.

The duration of such assignments is not intended to exceed one (1) year. This provision shall not be used to circumvent the merit system of promotion or the provisions for reclassification. The specific, temporary assignment duties must be identified in writing prior to the start of the assignment.

Special Assignment Compensation shall be awarded in pay period increments and in the form of a specified percentage of the employee's base pay. The Human Resources Director will determine the amount in increments of one percent (1%) from a minimum of two percent (2%) up to a maximum of five percent (5%).

The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range. Requests for Special Assignment Compensation may be initiated by the City or by an employee via their supervisor.

The City bears the responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this article. The employee's supervisor shall obtain review and approval of the request in advance of the date the employee begins the assignment.

A special assignment will only begin with the Human Resources Director's signed approval, written description of the assignment, agreement of the amount of additional compensation, anticipated duration of assignment and signed acceptance by the employee.

SECTION 10. LONGEVITY PAY

The City eliminated longevity pay as of July 1, 2003.

SECTION 11. SOCIAL SECURITY

The City no longer participates in the Social Security Administration as of December 31, 1979. However, in the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

Nothing herein shall prevent the Union from requesting the City to meet and confer on the possible "pick up" of the employees' contribution. Upon such request by the Union, the City agrees to meet and confer with the Union.

SECTION 12. 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 13. PROMOTIONS

Bargaining unit employees promoted to another classification within the Mid-Management unit shall be placed at a step in the new position's pay range that is at least ten percent (10%) higher than their salary or wage in the prior position, not to exceed top step of the new position.

SECTION 14. UTILITY CREDIT

All Mid Managers Unit employees who reside within the City of Colton limits and receive services through Colton Utility, shall receive one hundred dollars (\$100.00) per month per employee household as a credit against the cost of electric and water service during the time the employee(s) resides in the City. To qualify for the credit, the employee must present proof of residency and the utility bills must be under their name. The employee(s) must recertify every year.

The method of receiving the credit will be through payroll deduction as taxable earnings.

The effective date of the Utility Bill Credit will be retroactive to the effective date of the contract term: January 1, 2019.

SECTION 15. VOLUNTARY DEDUCTION FOR D.R.I.V.E. PROGRAM

Within ninety (90) days of the adoption of this MOU adoption, the City will facilitate a voluntary payroll deduction to allow employees to contribute to the Teamsters D.R.I.V.E. program.

SECTION 16. INCENTIVE PAY

The City agrees to pay an additional five percent (5%) of base pay for a certificate, license, grade, or degree (generally accepted within the respective field) above or beyond that which is required as part of the minimum requirements for the job. The incentive pay must be tied to the job description and is subject to recommendation by the Department Head Director with approval by the Human Resources Director or designee and the City Manager.

For example: the Senior Accountant position requires a Bachelor's Degree in Accounting or a related field. If the Senior Accountant additionally had a Master's Degree, from an accredited college or university, the incentive pay may be considered as appropriate since the education preference is not inherent within the job description. If a classification had a recognized higher certification in their field such a Water Certification or an Accounting certification, it may be considered as appropriate incentive pay.

For specific information as to how the incentive pay is granted, please refer to the Administrative Policy.

ARTICLE III – FRINGE BENEFITS

All employee benefits (i.e., floating holiday, bereavement leave, and tuition reimbursement) will be changed to fiscal year renewal from calendar year, with no adverse impact to employee.

SECTION 1. HEALTH INSURANCE

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

Effective the first full month following approval of MOU by City Council will increase to \$1,141.67 per month.

Effective the first full pay period in July 2022, the cafeteria benefit will increase to \$1,183.34 per month.

Effective the first full pay period in July 2023, the cafeteria benefit will increase to \$1,225.00 per month.

In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and childcare coverage through pretax dollars.

The City will adhere to the cafeteria plan requirements for all bargaining groups. Should the monthly

allowance change, the City and Union agree to meet and confer to discuss the impact of any changes.

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 twenty (24) times per year). Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

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 twenty-four (24) times per year). Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Teamsters Local 1932, and its members, the City employees. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits.

EMPLOYEES HIRED AFTER MAY 1, 2018

Cap health credit cash-in-lieu to five hundred dollars (\$500.00) per month for employees hired after imposition of May 1, 2018.

SECTION 2. RETIREES' HEALTH INSURANCE PARTICIPATION

Mid-manager employees who retire with either a service or disability retirement from City employment may, at the retiree's discretion, choose to enroll in any available City-provided health insurance plan. Employees who retire shall be eligible for City-paid medical insurance coverage until eligible for Medicare based on the formula set forth below. Upon becoming eligible for Medicare (in your own right or through a current, former, or deceased spouse), the employee may maintain medical insurance with the City by paying one hundred percent (100%) of his/her premium and any related spouse or dependent* premium. If the retiree is ineligible for Medicare benefits (proof of Medicare ineligibility will be required from the Social Security Administration), the City will continue to pay the premiums under the formula set forth below, provided the employee remains eligible for coverage under the City-provided health insurance plan. The retiree is responsible for any portion of the health care premium (including any applicable spouse or dependent coverage) not covered by this formula. Participation in any health insurance plan, whether at the City's or the employee's expense is subject to any rules and conditions imposed by the carrier as well as contingent upon as well as contingent upon the carrier's approving the enrollment of the retiree and any applicable spouse or dependent. Further, the retiree, spouse or dependent shall be financially responsible for complying with any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the following:

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
5	40%	18	66%
6	42%	19	68%
7	44%	20	70%
8	46%	21	72%
9	48%	22	74%
10	50%	23	76%

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
11	52%	24	78%
12	54%	25	80%
13	56%	26	82%
14	58%	27	84%
15	60%	28	86%
16	62%	29	88%
17	64%	30	90%

The retiree may use the allotted dollar amount to purchase medical insurance for himself or herself and their legal dependents. The percentage is based on the monthly Cafeteria Plan allowance for active City employees. The dollar amount may fluctuate in future years based on the Cafeteria Plan allowance determined by City Council. However, the dollar amount will never go below the amount the employee will receive when he/she retires.

In the event the retiree and/or dependent premiums exceed the allowance amount per the above schedule/formula, the retiree shall be billed for and must pay the excess/difference on a monthly basis. If the retiree fails to remit payment within sixty (60) days after the billing date, enrollment in the City's plan shall be permanently cancelled for the retiree and any related dependents.

In the event the retiree moves out of state to an area where the City's health insurance carriers do not provide coverage, the retiree must show proof of health insurance coverage and payment of monthly premiums before reimbursement, subject to the aforementioned formula limits.

If the premium cost is less than the amount allocated by the formula, the retiree does not receive the difference. Additionally, there is no opt-out money paid to the retiree.

In the event that the City reduces the cafeteria plan allowance, retirees will not receive an amount of premium dollars that is less than their allowance at the time of the reduction.

The retiree will provide the City with all documentation required for any qualifying event, in a timely manner, but never beyond thirty (30) days of said event.

*Dependents are defined as spouse, domestic partner, and/or any qualified legal dependent.

ALL EMPLOYEES HIRED BEFORE MAY 1. 2018

City's contribution for Retiree Health Insurance Benefits will be capped at the current maximum monthly contribution rate as set forth above with an eventual cap of \$1,225.00 per month as of July 1, 2023, subject to the sliding scale of years of service and percentages set forth in this Article.

ALL EMPLOYEES HIRED ON OR AFTER MAY 1. 2018

City's contribution for Retiree Health Insurance Benefits will be capped at five hundred dollars (\$500.00) per month.

Dental and vision coverage is not paid by the City on an ongoing basis after an employee retires (service or disability retirement) from City service. The retiree shall be offered COBRA dental and vision coverage, which ends at a designated time. Once COBRA benefits expire, retirees must seek coverage of their own.

SECTION 3. TERM LIFE INSURANCE

The City shall provide a total of \$50,000 term life insurance for each represented full-time employee.

SECTION 4. SHORT-LONG TERM DISABILITY

The City shall provide to each represented full-time employee a short-term disability program. The terms of the plan shall be more fully set forth in the plan documents. The elimination period is defined as the

first continuous thirty (30) calendar days of each period of disability. The employee may choose to supplement the disability allowance with accumulated paid leave up to a maximum of one hundred percent (100%) of base salary including the disability allowance. However, should the employee elect to use sick leave, the equivalent dollar value shall be deducted from the disability allowance.

The City shall provide to each represented full-time employee a long-term disability program. The terms of the plan shall be more fully set forth in the plan documents; however, effective November 1, 2003, it shall provide for up to five (5) years of coverage at 66-2/3% of the first \$7,000.00 of the employee's base salary, reduced by any deductible benefits. The elimination period is defined as the first thirty (30) calendar days of each period of total disability. The employee may choose to supplement the disability allowance with accumulated paid leave up to a maximum of one hundred percent (100%) of base salary including the disability allowance. However, should the employee elect to use sick leave, the equivalent dollar value shall be deducted from the disability allowance.

SECTION 5. TUITION REIMBURSEMENT

ALL NON-PROBATIONARY EMPLOYEES:

The City agrees to reimburse employees up to \$2,500.00 per employee, per fiscal year, so long as funds are available, for one hundred percent (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 Finance Director. Employee initiated educational or area development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours.

For additional requirements see City Administrative Policy 4.05.310.

SECTION 6. UNIFORMS

The monetary value for the rental, purchase, and maintenance of the uniforms provided shall be reported to CalPERS as compensation. Government Code Section 20636 and CCR Section 571 require that the monetary value for the purchase, rental, and/or maintenance of required uniforms be reported as special compensation for classic members. For applicable positions requiring uniforms, the value of the uniform shall be reported to CalPERS on behalf of eligible employees at fifteen dollars and thirty-eight cents (\$15.38) per pay period in accordance with applicable CalPERS requirements and pursuant to the Public Employees' Pension Reform Act (PEPRA). Uniform amount will be adjusted annually based on the invoice paid by the City.

When the City requires employees, to wear uniforms such City required uniforms shall be worn at all times during working hours. Supervisors are not required to wear a uniform when engaged in duties away from their regular work crew or when acting on behalf of their Superintendent.

The uniforms shall be replaced during the year for damage occurring in the line of duty, with approval of the Department Director. Uniforms will not be worn while off duty.

The following positions are required to wear a uniform:

- Building Maintenance Supervisor
- Community Childcare Manager
- Community Childcare Assistant Site Supervisor
- Community Care Site Supervisor
- Executive Assistant (Fire Department)
- Literacy Coordinator / Branch Supervisor
- Warehouse Supervisor

For procedure, see Administrative Policy 4.05.260.

SECTION 7. BOOT ALLOWANCE

The City will provide an annual allowance of two hundred dollars (\$200.00) to each unit member for whom work/safety boots or shoes are required (applicable to field personnel who wear certain shoes for safety purposes). Said boot allowance will be provided as a separate check, to eligible employees on or about July 1 of each fiscal year.

SECTION 8. 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

SECTION 9. EMPLOYEE BENEFIT COMMITTEE

The City and Teamsters Local 1932 will create and maintain an Employee Benefit Cooperation Committee. The City's team shall consist of, at minimum, the City appointed Chairperson Representative from the City's Human Resources Department. Teamsters Local 1932 shall provide two (2) members from the mid-managers' unit, to represent the Mid-Management bargaining group on the committee. The committee shall meet with the City's appointed Chairperson, two (2) months prior to open enrollment. The committee shall meet to discuss all potential changes, offerings, annual premium changes, and modifications to any and all fringe benefits that are offered to employees through the Mid Management Memorandum of Understanding.

These meetings are considered informational in nature; changes to fringe benefits that require the City to engage in the meet and confer process will be discussed in this forum. Both the City and/or Teamsters Local 1932 can request to meet and confer over the impacts of the changes to fringe benefits offered.

ARTICLE IV – LEAVES

SECTION 1. ADMINISTRATIVE LEAVE

All classifications represented within this Unit with "Exempt" designation, are exempt from overtime and shall receive eighty (80) hours (with the availability of forty (40) hours pay in lieu of time off buy back once per fiscal year) of administrative leave per fiscal year pursuant to Administrative Policy No. 4.05.140 in lieu of any overtime compensation.

SECTION 2. VACATION

1. ACCRUAL

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

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

Notwithstanding anything in this Section to the contrary, employees do not accrue vacation time during the first six (6) months of employment. Vacation time shall be deemed credited during this period with accrual effective upon employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon 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 accrual for a four (4) month period.

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 Human Resources Director.

Vacation leave accrual ceases when maximum accrual is reached.

2. USE

It is the intent that vacation time be used in time increments sufficiently long to permit the employee an adequate period of rest. The use of vacation time in less than weekly increments is to be discouraged. In no event may vacation be taken in increments of less than one (1) hour nor for a period exceeding the number of accrued whole days, except upon the recommendation of the Department Director. The Personnel Officer may authorize an eligible employee to incur a negative vacation balance of up to forty (40) hours. Vacation shall not be taken during the first six (6) months of service.

Vacations shall be taken at times determined by the Department Director with due regard for the wishes of the employee and for the needs of the service.

In the event one (1) or more City holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave and the vacation leave shall be extended accordingly. No person shall be permitted to work for compensation for the City during his/her vacation except with prior approval of the Personnel Officer.

3. VACATION SELL-BACK

Any employee with an accrued vacation balance in excess of one hundred twenty (120) hours, who has taken a minimum of forty (40) hours in the preceding twelve (12) month period, shall be allowed to sell back up to forty (40) hours of accrued vacation time one time per fiscal year.

An employee with an accrued vacation balance in excess of two hundred forty (240) hours shall be allowed to sell back up to eighty (80) hours accrued vacation time one time per fiscal year.

4. ACCUMULATED HOURS AT TERMINATION

No person whose employment is terminated before the completion of six (6) calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof.

An employee who terminates after six (6) months or more of continuous employment shall be paid for all credited or accrued vacation.

SECTION 3. HOLIDAYS

Each full-time unit member working regularly scheduled eight-hour (8) days shall receive the following eight (8) hour holidays unless otherwise noted:

New Year's Day	Veterans' Day (to be observed as the 2 nd Monday in November)
Martin Luther King's Birthday	Thanksgiving Day
Lincoln's Birthday (to be observed as the Friday preceding Presidents' Day)	Day after Thanksgiving
Presidents' Day	Christmas Eve (10 hours)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (10 hours)
Labor Day	16 Floating Holiday hours accrued each July 1 st
Columbus Day	

Each full-time unit member working a 4/10 schedule shall receive the following ten-hour (10) holidays:

New Year's Day	Veterans' Day (to be observed as the 2 nd Monday in November)
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	20 Floating Holiday hours accrued each July 1st
Columbus Day	

Floating Holiday hours that are not used by the end of each fiscal year will be cashed out in the first pay period following June 30 (at end of fiscal year).

For 4/10 employees, if Christmas Eve, New Year's Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, ten (10) hours shall be added to the floating holiday bank to be used by June 30.

When one (1) of the fixed holidays falls on a Friday for employees on a 4/10 work week, the preceding Thursday shall be treated as a paid holiday. When a holiday falls on a Saturday, ten (10) hours shall be added to the employee's floating holiday bank. When a holiday falls on Sunday, the following Monday shall be treated as a paid holiday.

Employees working regularly scheduled eight-hour (8) days will receive eight (8) hours pay when taking Christmas Eve or New Year's Eve off and two (2) hours will be added to their floating holiday bank to be used the same as stated above. If Christmas Eve or New Year's Eve fall on a regularly scheduled day off, ten (10) hours shall be added to the floating holiday bank to be used the same as stated above.

SECTION 4. SICK LEAVE

1. ACCRUAL

Sick leave with pay shall be granted by the appointing authority at the rate of eight (8) hours for each calendar month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There shall be no limit on the amount which can be accumulated.

2. SICK LEAVE BUY BACK

The City agrees to buy back eighty (80) hours per year of sick leave at one hundred ten percent (110%) of the regular rate of pay per fiscal year. Employees must have used less than fifty-one percent (51%) of accrued sick leave during the prior fiscal year. Employees must have a minimum balance of forty (40) hours of sick leave to be eligible for this benefit.

3. SICK LEAVE REPORTS

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate superior or the Department Director prior to or within four (4) hours after the time set for beginning his/her daily duties, or as otherwise specified by the Department Director. When an absence is for more than three (3) workdays, the employee shall file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of the absence.

4. FAMILY ATTENDANCE

Employees shall have the option of using sick leave for attendance to family members, or the employee may elect to take leave without pay for attendance to family members. Family members include the employee's father, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, sister, wife, husband, child, stepchild, grandparent, grandchild, or domestic partner.

5. ACCUMULATED HOURS AT TERMINATION

Except as set forth below, all accrued sick leave is lost when an employee is terminated, retires, or otherwise separates from employment. In no event shall employees who have not worked for the City as regular full time employees for more than five (5) continuous 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.

Notwithstanding the above, bargaining Unit members with more than five (5) years of City employment who apply for and receive either a service or disability retirement or who separate or are terminated for any reason other than a "for cause" termination shall be compensated for his/her accumulated, unused sick leave by payment in a lump sum. That sum is determined by the following formula:

The number of hours of sick leave accrued and unused, multiplied by his/her effective hourly rate at the time of termination, multiplied by a percentage as follows:

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

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

Bargaining Unit members terminated for cause shall not be entitled to cash out any accumulated,

unused sick leave.

Retiring employees may be eligible to convert one hundred percent (100%) of their accumulated sick leave to CalPERS service credit. Employees interested in electing this benefit shall submit a written request to Human Resources prior to his or her last date of employment. Eligibility for this benefit is determined by the City's CalPERS contract and applicable CalPERS rules and regulations.

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

SECTION 5. BEREAVEMENT LEAVE

Up to forty (40) hours per occurrence, two (2) 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, stepfather, father-in-law, mother, stepmother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, stepchild, 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 6. MEDICAL LEAVE OF ABSENCE

A medical leave of absence is defined as an approved medical leave (i.e., FMLA, CFRA, ADA, etc.) for regular full-time employees. A medical leave of absence without pay is defined as employees who have exhausted all accrued leaves and have requested leave of absence without pay. Employees on an approved medical leave of absence shall continue to receive City paid health, dental, vision; life and long-term disability insurance provided they remain on paid status for a minimum of eighty (80) hours in each calendar month. Any combination of accumulated vacation, holiday, administrative leave, or compensatory time may be utilized in order to achieve the eighty-hour (80) requirement. Accrual of leave while on medical leave of absence shall be pro-rated based on the number of compensable hours paid during each pay period. Disability payments may not be applied towards this eighty-hour (80) minimum.

No Cafeteria Plan contributions will be paid to an employee while on medical leave of absence after the employee exhausts all accrued leaves and is on "medical leave of absence without pay" status.

If an employee on medical leave of absence is not on paid status for at least eighty (80) hours in any month, City contribution towards the above-mentioned benefit programs will be suspended beginning the following month for the duration of the leave of absence. In this case, the employee may continue coverage under the City sponsored programs by making the full premium payments to the Human Resources Department by the last working day of the month preceding the month for which coverage is desired. In no event will insurance premiums be pro-rated.

SECTION 7. INDUSTRIAL INJURY LEAVE/INSURANCE PREMIUMS

The City will pay the insurance premiums for full-time employees on leave of absence due to industrial injury. Payment of insurance premiums will include health, dental, life and optical.

ARTICLE V – WORKING CONDITIONS

SECTION 1. WORK HOURS

All unit members shall return to a regular forty (40) hour schedule, effective January 4, 2014. The start time of each respective employee shall be determined by the employees Department Director.

SECTION 2. WORK SCHEDULE

Should the City opt to change the Monday through Thursday work schedule, both the City and Teamsters Local 1932 Mid-Managers Unit shall meet and confer before implementation of any proposed change.

SECTION 3. EMERGENCY MEAL PERIODS

The following classifications shall earn meals at fixed intervals during periods of call-out overtime, planned overtime, and during an extension of the regular or planned workday:

Wastewater Utility Supervisor
Water Utility Supervisor

During call-out or planned overtime, one (1) paid forty-five (45) minute meal period and one (1) meal compensation of fifteen dollars (\$15.00) will be earned for each four (4) consecutive hours of paid overtime completed.

During extension of the regular workday, one (1) paid forty-five (45) minute meal period and one (1) meal compensation of fifteen (\$15.00) will be earned after working a minimum of one and one-half (1.5) consecutive hours of paid overtime completed; thereafter, meals will be earned after completion of each four (4) consecutive hour intervals as described above.

Employees that work one and one-half (1.5) consecutive hours or more immediately prior to the beginning of a regular or planned overtime shift will earn a forty-five (45) minute meal period and a meal compensation of fifteen dollar (\$15.00).

Employees called back within one and one-half (1.5) hours after the end of their shift shall earn a forty-five (45) minute paid meal period and a meal compensation of fifteen dollars (\$15.00). Paid meal periods will not count as hours worked.

It is recognized that employees may not be able to leave an emergency situation and that the final determination of this fact shall be made by the supervisor in charge of the particular activity. In the event that emergency circumstances prevent employees from leaving to take a meal break for at least six (6) hours, the City shall arrange to have meals brought to the job site and employees may eat as circumstances permit.

Employees shall receive pay for earned meal periods and meal compensation regardless of whether the meal period or meal is actually utilized. All meal periods will be paid at the applicable overtime rate for the position.

The City shall not change schedules for the sole purpose of avoiding overtime.

SECTION 4. NEPOTISM POLICY

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

For purposes of this policy, "immediate family" includes the applicant's or employee's spouse and any

lineal descendants of the applicant or employee or of the applicant's or employee's spouse, whether natural or legally adopted.

This policy shall not affect employees employed by the City in the positions held as of the effective date of this MOU.

Applicants will not be hired, and employees will not be promoted into any position where the result would be that one person would:

1. Be supervised by or be in the chain of command of a relative.
2. 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.
3. 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.
4. 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 business days of the date the employee receives written notification of said action. Such appeal shall be submitted in writing, stating the reason(s) that the employment decision should be rescinded. The parties shall select and utilize an arbitrator. The arbitrator's decision shall be considered final and binding with no further administrative appeal rights.

SECTION 5. LAYOFF POLICY

The Union agrees to meet and confer with the City if layoffs are anticipated at any time during the terms of the agreement.

1. GENERAL PROVISIONS

- A. Definition: A layoff is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee. Layoff applies only to full-time positions. A layoff occurs only when a position is deleted from the authorized budget or when funds are withdrawn from a previously funded position.
- B. Short-term Furlough: Furloughs for periods not to exceed forty (40) consecutive work hours may be made in any order for reasons approved by the City Manager. Such furloughs shall not exceed eighty (80) hours per employee per fiscal year and every consideration will be given to seniority where appropriate. Employees who are furloughed shall be granted a leave without pay with the right to return to classification.

2. NOTIFICATION

Whenever a Department Director believes that a layoff will be necessary, he/she will submit a layoff plan to the City Manager for approval. The layoff plan shall include the anticipated number, and job title(s) of employee(s) to be laid off and seniority list by classification of all affected employees. The affected employees and the employee Union shall be provided with a copy of the approved layoff plan at least two weeks prior to its effective date.

3. ORDER OF LAYOFF

- A. Layoffs shall be made on the basis of seniority determined by the employee's hire date of continuous service in a full-time position. In the event of a tie in total time of continuous service between two (2) or more employees, the order of layoff shall be determined at the discretion of the City Manager.

- B. Before any reduction in the work force of full-time employees occurs, all temporary part-time, provisional, probationary, contract or other individuals without regular status in the affected classifications shall be terminated.
- C. Probationary employees and employees in acting appointments, who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- D. If a regular employee to be separated has regular status in a lower classification, reduction in classification (bumping) within the City shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.
- E. Regular employees whose positions have been deleted shall be allowed to exercise their options, based on seniority, to select either a vacant position or to bump into any one of the filled junior positions within their current classification. An employee who elects not to bump into any position within the collective group of vacant and filled junior positions, thereby retaining his/her existing classification, shall be provided the opportunity to select from those options identified in "G" of this policy.

If an employee accepts a lower paying or less than full-time position, he/she does not waive recall rights to the former position pursuant to Section 5 below.

- F. Reductions in classification shall only be approved when the employee has previously passed probation in the lower classification. Reductions in classification shall first be made to the next lower classification in which the employee has regular status. The employee being reduced may only replace a junior employee, or be placed in a vacant position, in the classification identified pursuant to "D" above. The junior employee being bumped will be separated or reduced in classification. If the employee does not have seniority in the classification to which he/she is first considered for reduction, reduction shall then be made to the next lower classification in which the employee has previously achieved permanent status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

An employee may bump to a lower classification within a series in which he/she has achieved permanent status. Example:

Employee "A" is hired in as a Customer Service Representative II and achieves permanent status; however, never worked as a Customer Service Representative I. Employee "A" may bump employee "B" in the lower classification of Customer Service Representative I if employee "A" has more seniority.

- G. If bumping results in an assignment which the employee considers to be undesirable, such employee may request:
 - 1) A voluntary demotion to any vacant position in the City; or A lateral transfer to a position in which they have previously held regular status and have seniority over the incumbent.
- H. If a classification title is changed due to a reclassification, the employee shall retain bumping rights to the previous classification and series.

Any of these options require the approval of the City Manager.

4. EXCEPTION TO ORDER OF LAYOFF

Whenever a Department Director believes that the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Director may request that such employee be exempted from the bumping procedures. Such requests must be in writing and approved by the City Manager. If approved the affected employee's labor representative shall be immediately provided with a copy of the request. Generally, requests for exception to order of layoff will be limited to those employees who possess specific licenses and certificates, or other special qualification which was identified during the recruitment for that particular position.

5. EMPLOYEE'S RIGHTS WHILE ON LAYOFF

During the twelve months following a layoff, laid-off employees shall be assured the right to reinstate into their former position.

6. RETRAINING

The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified.

During the twelve (12) months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

SECTION 6. REASONABLE SUSPICION DRUG/ALCOHOL TESTING POLICY

1. POLICY ON DRUG AND ALCOHOL-FREE WORKPLACE

It is the policy of the City of Colton to foster and provide a drug and alcohol-free workplace for all employees while protecting the employees' rights and privacy. A drug and alcohol-free workplace protects the safety of the public as well as the City's valuable employee resources. In furtherance of a drug and alcohol-free workplace, the City and Union have agreed to implementation of this Reasonable Suspicion Drug and Alcohol Testing Policy (Policy).

A. COMMITMENT

The City believes that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone. The City is committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying, providing, or selling unlawful drugs, controlled substances, or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically, on call, breaks, and meal periods) with prohibited drugs, controlled substances, or alcohol in their systems, from being under the influence of or impaired for the performance of duty because of drugs, controlled substances, or alcohol.

The substance abuse policy will be strictly enforced. Violation of its requirements will be cause for discipline, up to and including termination of employment.

The City is committed to helping employees with admitted substance abuse problems overcome those problems, and encourages use of the voluntary rehabilitation option, as described later in this Policy.

B. PURPOSE

The purpose of the substance abuse policy are:

- 1) To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;

- 2) To protect the public and employees; and
- 3) To provide a strong incentive for voluntary rehabilitation.

C. RULES

Employees shall comply to the following rules:

- 1) Employees shall not report for work or be subject to work while under the influence of, impaired for the performance of duty or while they have alcohol or any drug, medication, or other substance in their system, including those prescribed by a doctor or dentist, that will in any way adversely affect their alertness, coordination, reaction, response, or safety.
 - 2) The manufacture, use, sale, purchase, distribution, provision or possession of an illegal drug or controlled substance by any employee in the workplace or during work time is prohibited.
 - 3) No employee shall report for duty or remain on duty when his/her alcohol concentration is four one-hundredths of a percent (0.04%) or greater. However, an employee with less than this amount of alcohol concentration may still be in violation of this policy if the employee is under the influence of alcohol or is impaired for the performance of duty.
- D. The use or possession of alcohol while at work, including meal periods and breaks, or in the workplace or during work hours is prohibited.
- E. Employees who appear to be impaired or affected on the job by a drug, controlled substance or alcohol shall be relieved of duty and shall be required to submit to drug or alcohol testing.
- F. No employee shall report for duty while under the influence of or while impaired for duty because of a lawfully prescribed or over the counter medication. If any employee is taking medication which he/she knows or reasonably should know the medication may interfere with performance of duty, such employee shall inform the immediate supervisor. An employee lawfully under the influence of prescribed or over the counter medication is not in violation of this policy.
- G. All employees shall be subject to reasonable suspicion, return-to-duty, follow-up and post- accident drug and alcohol testing.
- H. If an employee refuses an order to submit to testing or fails to cooperate fully with testing procedures, the employee will be immediately subject to appropriate disciplinary action up to and including termination. Refusal to submit to testing or failure to cooperate fully with testing when ordered shall be treated as insubordination.
- Refusal to submit to or cooperate fully with a drug or alcohol test includes but is not necessarily limited to:
- 1) Failure to provide a proper and adequate sample without a valid medical reason;
 - 2) Providing false information in connection with a test;
 - 3) Attempting to falsify test results through tampering, adulteration, or substitution;
 - 4) Eating or drinking before the sample is collected when instructed not to do so;
 - 5) Failure to complete required forms.
- I. Employees are encouraged to volunteer to use the services of the City's Employee Assistance Program (EAP) for any drug or alcohol use or dependence before it affects job performance. However, voluntary self-referral after notification of a required test will

not eliminate the requirement to take a test. Further, an employee found to be in violation of any provision of Section "I", Subsection "C" of this policy shall not necessarily be relieved of possible disciplinary action by requesting to use the EAP or to seek rehabilitation.

J. All testing will be done on an on-duty basis and the employee will be compensated under regular established procedures.

2. CATEGORIES AND METHODS OF TESTING

The City of Colton may conduct the following types of Drug/Alcohol tests pursuant to this Policy:

- Reasonable Suspicion
- Return-to-duty
- Follow-up
- Post-Accident

The City of Colton may conduct urine tests for illegal drugs or controlled substances and alcohol. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the National Institute on Drug Abuse (NIDA). For drug testing, an initial FDA approved immunoassay drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmative Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. A positive test result above the minimum threshold established in this policy will be reviewed by the Medical Review Officer (MRO) prior to reporting the result to the Human Resources Director.

All drug testing will be subject to a chain of custody as defined in Attachment "A". Any violation of the chain of custody could affect the integrity of the sample and invalidate the test. If the test is invalidated, a new sample must be obtained.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained, certified breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of two hundredths (0.02) or greater, a second test will be performed to confirm the results of the initial test. A confirmed alcohol concentration of four hundredths (0.04) or greater will be considered a positive alcohol test and will result in disciplinary action for violation of this policy. All alcohol testing will be conducted according to the procedures in Attachment "B".

All testing will be conducted in a manner that protects individual dignity, privacy, and confidentiality throughout the testing process.

3. EMPLOYEES SUBJECT TO TESTING

All employees are subject to reasonable suspicion, post-accident, and follow-up drug and alcohol testing.

4. SUBSTANCES FOR WHICH TESTING WILL OCCUR

Testing will include screening for the following substances: alcohol, marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines. Testing may be conducted for any other prohibited substance with reasonable suspicion.

A test result indicative of any level of alcohol or drug(s) shall authorize the City to address said finding as described in this Policy.

Positive test results will be reported to the Human Resources Director only after the confirmation testing.

5. SUBSTANCE TESTING PROCEDURES

A. Reasonable Suspicion Testing

The City of Colton shall require a drug test for the listed drugs and substances when a supervisor has reasonable suspicion to believe that an employee has used a prohibited drug and/or is impaired or under the influence and shall require an alcohol test when the supervisor has reasonable suspicion to believe that an employee is impaired by or is under the influence of alcohol.

B. A determination that reasonable suspicion exists for drug and alcohol testing must be based on specific, contemporaneous, articulable observations of the employee, made by a supervisor qualified to detect the signs and symptoms of such use. The documentation of the employee's behavior/conduct shall be prepared and signed by the supervisor utilizing the Reasonable Suspicion Checklist within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier. Prior to requesting an employee to submit to a drug and/or alcohol test, the observations noted by the supervisor must be confirmed by a second supervisor.

Employees must submit to tests for alcohol and/or for illegal and controlled drugs when the employee is reasonably suspected of being impaired or affected by drug or alcohol use.

- 1) Reasonable cause for testing means suspicion based on specific personal observation of two (2) or more supervisors. The observing supervisors must be trained in the detection of drugs and alcohol. Such supervisors shall describe and document:
 - a. Specific, personal, and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
 - b. Violation of a safety rule, or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisors to believe that drug or alcohol use may be a contributing factor.
- 2) Suspicion is not reasonable and is not a basis for testing, unless based on firsthand observation of the person reporting same. However, suspicion based on hearsay reports may be the basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work. Safety sensitive employees shall be relieved from performance of safety sensitive functions while the supervisor is completing his/her determination regarding whether a reasonable cause test is warranted.
- 3) When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether drug and/or alcohol testing is appropriate, and, if so, to initiate the testing. The supervisor will:
 - a. order the employee to stop work;
 - b. order the employee to submit to a urine drug and/or alcohol test after approval of the Department Director or designee; and
 - c. inform the employee that a positive test will result in the employee being evaluated for disciplinary action.

A supervisor will then transport the employee to the collection site and will arrange for the employee's transport home.

C. Return to Duty Testing

Employees who violate this Policy and are accepted into Return-to-Duty and Follow-up status must have a negative drug and/or alcohol test. Employees who return to duty are subject to follow-up testing and/or rehabilitation programs.

D. Follow-up Testing

Follow-up testing shall be as follows:

- 1) Following completion of return-to-duty testing, employees will be subject to periodic, accounted, and unaccounted drug and alcohol testing as part of the return to work or aftercare plan.
- 2) Any employee who tests positive on a breath alcohol test and/or drug test and is permitted to return to work will be required to comply with return to work conditions, as established by the City's Substance Abuse Professional (SAP), which shall include the requirement to submit to and pass, announced and unannounced drug and alcohol testing. The frequency and duration of follow-up drug and/or alcohol tests shall be determined by the SAP. There shall be a minimum of six (6) unannounced tests in the first twelve (12) months following the return to duty.
- 3) Any employee whose tests results show any amount of drugs or alcohol during the return to work and follow-up testing will be subject to discipline up to and including termination.

E. Post-Accident Testing

Employees involved in a serious traffic accident while on duty are subject to drug testing. A serious traffic accident is defined as follows:

- 1) A traffic collision in which great bodily injury occurs or where there are other articulable facts which indicate that the employee was driving while under the influence of a prohibited substance.
- 2) "Great bodily injury" is defined as any injury in which death or extended hospitalization are significant possibilities. The supervisor will make the determination on when/if testing will occur with the above circumstances.

6. REHABILITATION PROGRAM

- A. The SAP may recommend an appropriate treatment or rehabilitation program for an employee as a condition for returning to work after having violated this Policy.
- B. The employee shall be placed in a medically supervised Rehabilitation Program, which may include in-patient hospital, residential care, day treatment or out-patient care, provided by a City approved Rehabilitation Facility.
- C. If the Rehabilitation Program provider certifies that the employee has successfully completed the Rehabilitation Program, during which time the employee will be subject to announced and unannounced periodic drug and/or alcohol tests, the terms and conditions of the aftercare program will be determined on an individual case-by case basis, and the employee will be required to sign a Return to Work agreement acknowledging that he or she will abide by those terms and conditions.
- D. The Return to Work Agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests the frequency and duration of which

will be determined by the SAP.

- E. If recommended by the SAP, the employee will be permitted to return to work in his/her classification during the aftercare or during any other outpatient program, providing the employee tested negative for drugs and alcohol in a Return to Work test.
- F. The employee must successfully adhere to the terms and conditions of the rehabilitation and aftercare programs. If the employee violates the terms and conditions of the rehabilitation or aftercare program, the employee will be subject to appropriate disciplinary action up to and including termination.

7. DISCIPLINARY ACTION

The City may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rules listed in this Policy.

8. MANAGEMENT/SUPERVISORY RESPONSIBILITIES

Managers and supervisors shall be responsible to:

- A. Be fully conversant with the policies and procedures set forth herein;
- B. Ensure that his or her employees are properly trained in the policies and procedures, and in the dangers of substance abuse;
- C. Be knowledgeable about the City's Employee Assistance Plan for substance abuse;
- D. Be aware of substance abuse indicators, and encourage employees who are suspected of substance abuse to refer themselves voluntarily to the SAP;
- E. Conduct investigations promptly and properly when he or she suspects that an employee may be impaired or affected by drug or alcohol use;
- F. Initiate investigations promptly and properly when he or she suspects the presence or use of drugs, controlled substances, or alcohol in the workplace or during work time, including meal periods or breaks. Steps to initiate an investigation may include arranging for the confiscation of any unauthorized drugs, alcohol, or related paraphernalia in the workplace or on City property or premises.
- G. When a supervisor suspects an employee is impaired or affected by drugs, controlled substances, or alcohol use, follow the reasonable cause procedure to determine whether drug and/or alcohol testing is appropriate and if so, initiate testing after reporting to and securing approval of the Department Director or the Department Director's designee.
- H. The Department Director will be responsible for ensuring that all supervisors receive training in the implementation of this Policy, including drug recognition.

9. SUBSTANCE ABUSE PROFESSIONAL

A Substance Abuse Professional (SAP) means a non-City employee who is a licensed physician (medical doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Union of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

10. MEDICAL REVIEW OFFICER

- A. Only a qualified Medical Review Officer (MRO) will receive laboratory results generated by pre-employment, reasonable cause, return to duty or follow-up testing.
- B. When a confirmed position test is reported from the testing laboratory, it is the responsibility of the MRO to:

- 1) Review the individual's medical history, including any medical records and biomedical information provided.
 - 2) Contact the employee and afford the employee an opportunity to discuss the test results with him/her within five (5) days of notification of the results.
 - 3) Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.
- C. The MRO shall not convey test results to the City until the MRO has made a definite decision that the test result was positive or negative.
- D. The MRO may request the laboratory to analyze the original sample again in order to verify the accuracy of the test result to the MRO. The MRO may terminate processing, if he determines that the test result was caused by the appropriate use of medication or factors other than the employee's use of the substance found.

11. EMPLOYEE STATUS

An employee to be tested for "critical incident" or reasonable suspicion drug and/or alcohol tests shall be transported to and from the testing site by a supervisor. He/she may be accompanied by a Union representative, provided this does not cause any undue delay (one hour). An employee shall be driven home by another employee or a supervisor at the conclusion of the test, or other arrangements may be made by the supervisor. The tested employee shall not be allowed to drive home unless a breath alcohol only test was conducted and was negative.

An employee shall be considered "on duty" until the conclusion of the drug or alcohol test and return to the work site. The tested employee shall then be placed on paid administrative leave until a determination is made by the MRO and reported to the City regarding the results of drug or alcohol tests. Negative tests shall result in the employee being "made whole."

12. RETEST

A pre-employment candidate who does not pass a pre-employment drug test may request that the original urine split sample be analyzed again by a laboratory of his/her choosing at the candidate's expense. This option does not apply in breath alcohol testing.

An employee who does not pass a drug test, may request that the original urine sample split be reanalyzed by a different NIDA approved laboratory/facility at the employee's expense.

13. CONFIDENTIALITY

The City shall not release information pertaining to an individual employee that is contained in City and/or department drug/alcohol records without express written authorization of the tested individual except when (1) required by law, such as a court ordered subpoena, or (2) in connection with a City disciplinary, grievance, arbitration, lawsuit or other proceeding initiated by or on behalf of the individual and arising from the results of a drug or alcohol test.

Urine samples may not be used for any purpose other than as described in this Policy.

14. TRAINING

- A. The City will develop and conduct training sessions and materials for all employees concerning this Policy, the SAP, and the personal safety and work effects of drug and alcohol use through the Drug and Alcohol-Free Workplace Awareness Program.
- B. Every employee will receive at least a three (3) hour orientation program.
- C. Every supervisor will receive at least a four (4) hour Drug and Alcohol Awareness Training Program.

15. RIGHT OF UNION PARTICIPATION

This Policy was developed and implemented by the City after review and approval by the Union. At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

16. SEVERABILITY

If any court should hold any part of this Policy invalid, such decision shall not invalidate any other part of this Policy.

17. REVISIONS TO THE POLICY

This Policy is subject to revision if mutually agreed upon by the Union and the City.

SECTION 7. RECLASSIFICATION

Positions, the duties of which have changed materially so as to necessitate reclassification, shall be allocated by the Human Resources Director to a more appropriate class, whether new or already created, in the same manner as originally classified and allocated. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding demotions and promotions.

SECTION 8. CLASSIFICATION STUDIES

The City agrees to conduct classification studies at any time provided that such requests cannot be made more than once a year unless there is a promotion or transfer.

1. An employee or Department Director shall submit a completed "Request for Classification Study" form to the Human Resources Department, and it will be date stamped upon receipt.
2. The Human Resources Director will review the form.
 - A. If the Human Resources Director determines a classification study is not warranted the employee may file an appeal with the City Manager within five (5) working days of receipt of the denial.
 - B. If the reasons for the request appear to be justified, the Position Classification Questionnaire will be sent to the employee.
3. The employee will complete page 1 through 8 of the Questionnaire and forward it to his/her immediate supervisor within ten (10) working days.
4. The immediate supervisor will complete Section II of the Questionnaire, complete number 12 on page 11, sign, and forward the Questionnaire to the Human Resources Director within ten (10) working days.
5. The Human Resources Director will review the completed Questionnaire and submit a recommendation to the City Manager. The City Manager may choose to have a consultant perform the classification study in lieu of the Human Resource Department. The employee Union will be informed of the City Manager's choice of consultant prior to that selection becoming final. If any employee Union has concerns over the consultant selected, the Human Resources Director shall meet with representatives of that Union to discuss those concerns.
6. The consultant and/or Human Resource Director will submit a recommendation to the City Manager. The Human Resource Director will notify the employee of the City Manager's approval or denial of the request for reclassification within two (2) months after initial receipt of the request. If the reclassification is denied the employee may appeal to the City Manager for a hearing within five (5) working days.

The reclassification shall take effect the first full pay period of the fifth month after the classification is received (see Administrative Policy 4.05.330 for further details).

SECTION 9. 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, except for those non-exempt employees in the unit responding to a call back. No employee other than that can be called back for duty will be allowed to take a City vehicle home if the distance is greater than fifteen (15) miles one way.

City vehicles are an extension of City buildings. There is no smoking allowed in City buildings, or in City-owned vehicles. The employee is also required to wear a seat belt when driving and/or riding in City-owned vehicles. Employees must obey all Traffic Laws. Any moving traffic violation is subject to disciplinary action up to and including termination.

ARTICLE VI – GENERAL PROVISIONS

SECTION 1. 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 2. TERM OF AGREEMENT

The term of this agreement is January 1, 2021 and ending midnight on June 30, 2025.

SECTION 3. CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

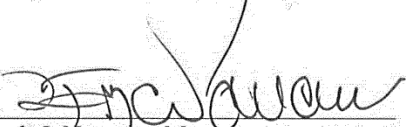
The parties acknowledge that during the negotiations which resulted in this MOU, each had the right and opportunity to make demands and proposals with respect to subjects within the scope of representation. The understandings arrived at after the exercise of that right are set forth in this MOU and constitute the complete and total contract between the City and the Teamsters Local 1932 with respect to wages, hours, and other terms and conditions of employment. Accordingly, all wages, hours, and terms and conditions of employment in this MOU and in the consolidated MOU shall remain in full force and effect for the term of this MOU, provided, however, that the parties may, upon mutual agreement, re-negotiate any part or provisions of this MOU during its term. All practices enjoyed by the employees at the present time, which are not included in, or specifically changed by or contradictory to this MOU are subject to meet and confer prior to implementing any proposed change.

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. COUNCIL ADOPTION


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

FOR CITY OF COLTON:


Frank J. Navarro, Mayor

November 30, 2021
DATED

FOR MID-MANAGERS:


Juan Delgado, Teamsters, Local 1932
Mid-Manager Representative

11/23/21
DATED



"WEINGARTEN RIGHTS"

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to as for Union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request Union representation.