



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

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**ARTICLE I
EMPLOYER-EMPLOYEE RELATIONS**

Section 1: Recognition

The City of Colton (hereinafter “the City”) hereby recognizes the Colton Police Dispatchers Association (hereinafter “the Association”) as the exclusive representative for the purpose of meet and confer with respect to wages, hours, terms and conditions of employment for all employees within the classifications as set forth below:

Supervising Communication Dispatcher
Police Dispatcher I
Police Dispatcher II
Senior Police Dispatcher

Should any valid Federal or State law or final determination of any board or court of competent jurisdiction affect any provisions so affected shall be made to conform to the law or determination and otherwise this Memorandum of Understanding shall continue in full force and effect.

Nothing in the above shall be construed as requiring an employee to join the recognized Association nor to maintain his or her membership in the recognized Association as a condition of employment.

Section 2: Grievance Procedure:

A. STATEMENT OF PURPOSE

The purpose and objectives of the grievance procedure are to:

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

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

B. DEFINITIONS

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

1. Day – A work day, except where otherwise stated. A work day is a day on which City Hall is open for business for its full normal working hours.
2. Grievant – A current or former member of the bargaining unit employed full time by the City, except those persons elected by popular vote. An Association may file a grievance on behalf of itself or its members.
3. Grievance – An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, the City of Colton’s personnel rules and regulations, departmental rules and regulations, and other policies and practices.

Only the following major disciplinary actions taken against permanent employees are appealable under this grievance procedure:

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

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

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

C. INFORMAL RESOLUTION STEPS

1. STEP ONE: Immediate Supervisor

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

This step will be deemed waived if the immediate supervisor, or the immediate supervisor's action, is the subject of the grievance.

The supervisor shall prepare a written answer to the grievance within 10 days after the informal resolution meeting.

D. FORMAL RESOLUTION STEPS

2. STEP TWO: Appeal to Division Head or Designee

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

The meeting will be scheduled within 10 days of receipt of the grievant's written request for the meeting. The division head or his or her designee shall prepare a written answer within 10 days after meeting with the grievant.

If no division head exists, the grievant may proceed directly to Step Three.

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

If the grievance is not resolved at Step Two, the employee may request a meeting to discuss the grievance with the head of the employee's department, or that person's designee. The meeting must be requested in writing within 10 days after the Step Two decision has been rendered.

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

The meeting will be scheduled within 10 days of the employee submitting the request for the meeting. The head of the department or his or her designee shall render an answer within 10 days of meeting with the grievant.

4. STEP FOUR: Appeal to Arbitrator

If the grievance is not resolved at Step Three, the grievant may submit a written request to the City Manager for the grievance to be heard by an arbitrator, as outlined in more detail in section E of this procedure. This written request must be submitted within 10 days after the Step Three decision has been rendered.

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

E. ARBITRATION

1. Written Request for Arbitration

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

2. Private Hearing

Grievance arbitration hearings shall be private.

3. Selection of Arbitrator

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

The State Mediation and Conciliation Service shall be asked to submit a list of seven persons qualified to act as arbitrators. Within five days following receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternately strike one name from the list until no name remains. The right to strike the first name is determined by lot.

4. Costs of Arbitration

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

5. Demand for Exchange of Evidence

Upon written request by either of the opposing parties in a pending hearing given at least 20 calendar days prior to the scheduled hearing date, each party shall supply to the other party copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than five calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. Presentation of Evidence

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

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

7. Time for Arbitrator to Render Decision

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

8. Findings of Fact and Remedies for Disciplinary Appeals

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

- a. For any type of disciplinary arbitration: If the arbitrator finds that a disciplinary action

was taken for reasonable cause, he or she shall sustain the action.

- b. For appeals of suspensions and reductions in class or salary: If the disciplinary action is modified or rescinded by the arbitrator, the grievant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. For discharges:
 - i. If the arbitrator finds that the order of discharge should be modified to another form of discipline, the grievant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the grievant was removed from duty, as determined by the arbitrator.
 - ii. If the arbitrator finds that the order of discharge should be rescinded and no discipline imposed, the grievant shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
- d. Restrictions on remedies:
 - iii. The City shall not be liable for restoring pay and fringe benefits for any period(s) of time the grievant was reduced or removed from duty which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings or from any unreasonable delay in the issuance of the arbitrator's award.
 - iv. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance payments received. Outside earnings received since the date of discharge which grievant would not likely have earned but for the discharge shall also be deducted.

9. Arbitration Final and Binding

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

F. REPRESENTATION

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

G. TIME LIMITS

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

3. Time limits in this procedure may be extended by mutual written agreement between the parties.
4. The grievant and his or her representative, if any, will be given at least 10 days written notice of any meeting scheduled pursuant to any Formal Resolution Step. This provision may be waived by mutual written agreement between the parties.

H. WITHDRAWAL

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

I. FREEDOM FROM REPRISAL

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

ARTICLE II COMPENSATION

Section 1: Salary

The Association agrees to accept a base salary reduction effective July 1, 2011 as follows:

1. The Police Dispatcher II will realize a 4% decrease to salary effective July 1, 2011.

The Police Dispatcher I will be benchmarked 5% below the Police Dispatcher II; the Sr. Police Dispatcher will be benchmarked 10% above the Police Dispatcher II; the Supervising Communication Dispatcher will be benchmarked 20% above the Sr. Police Dispatcher

The aforementioned benchmark will be utilized for all salary increases or decreases.

The cities of Chino, Fontana, Montclair, Ontario, Redlands, Rialto, San Bernardino and Upland shall be included in any future salary/compensation surveys. Any such survey shall be for information purposes only. No cities shall be added to or removed from this list during the term of the MOU.

Section 2: Retroactive Pay and Calculations

All proposals that are compensation to employees (i.e., salary, bilingual pay, etc.) are retroactive to July 1, 2004 unless otherwise stated. Retroactive pay calculations are paid on the base rate of pay as of the effective date of the increase.

Section 3: Longevity Pay

Effective July 1, 2007, the Police Dispatchers Association agreed to eliminate longevity pay.

Section 4: Bilingual Pay:

Effective July 1, 2004 the City agreed to increase the bilingual pay to \$100 per month for employees who must perform bilingual translation as part of their job function and regular duties, who successfully complete a bilingual examination, and who pass the annual tests. Bilingual pay will be for employees who speak Spanish, perform sign language, or who speak any other language designated by the Chief of Police.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Police Chief shall terminate the bilingual compensation by written notice to Human Resources. The Human Resources Director/Manager may also terminate the bilingual compensation if he/she makes a like determination, and shall

notify the Police Chief. In either case, the Police Chief shall notify the employee. The bilingual pay is tied to the classification rather than the individual employee and will terminate if the employee moves to a new classification.

Section 5: Retirement:

The City shall provide retirement benefits through the Public Employee Retirement System (PERS) as follows:

- A. Effective July 1, 2011, each employee shall pay the "8%" employee/member portion of the required PERS retirement contributions. From date of ratification of this agreement to June 30, 2011, the City shall continue to pay 4% of the employees' contribution of 8%.
- B. Upon agreement with or imposition through impasse on other City bargaining units representing miscellaneous members, the City will amend its contract with PERS to implement a 2.5% at 55 retirement formula as part of a two-tier system.

All bargaining unit employees hired after the effective date of this amended PERS contract will have the retirement formula of 2.5% at 55. Bargaining unit employees hired prior to the effective date of this amended PERS contract will continue with the 2.7% at 55 formula.

To the extent permitted by PERS, any bargaining unit employee under the 2.7% at 55 formula that is laid off and subsequently rehired or reinstated within one year of that layoff shall also be reinstated to the 2.7% at 55 formula.

- C. If before July 1, 2012, the City approves or adopts a MOU with any bargaining unit of the City that does not include the requirement that each employee pay his or her full employee/member PERS retirement contribution (e.g., 8% for miscellaneous members; 9% for safety members), the City shall immediately, on a prospective basis, begin paying "4%" of the employee/member contribution.

The City agrees to re-open for the limited purpose of meet and confer should any legislation pass that has the potential to enhance the PERS retirement benefit.

Section 6: Overtime

A. Work Period:

The work period of non-sworn employees 7 days in length, 40 hours per week, and shall start in the middle of the eight (8) hour shift.

B. Overtime Pay:

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

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

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

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

C. Compensatory Time Off:

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

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

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

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

During the first payroll period of November and May of any fiscal year, any represented employee having accumulated compensatory time off, may, at the employee's discretion, mandate that the City provide the employee with a cash disbursement at the hourly rate existing at the time of disbursement and with reference to the number of hours designated by the employee. The City shall comply with such direction from the employee. Upon the employee's separation from City service, for any reason, the City shall disburse to the employee, at the hourly rate existing at the time of disbursement, the value, in cash, of all accumulated compensatory time off. Any disbursements made pursuant to this section shall be included and designated on the employee's paycheck as earned salary.

D. Overtime Authorization:

All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Calls for service beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior approval may result in the denial of the overtime request.

E. Shift Differential

The City will pay \$2.00 per hour differential for the hours worked between 7:00 p.m. through 7:00 a.m. This is only available to those employees covered by this MOU who are scheduled to work during these hours.

F. Clothes Changing:

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

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

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

G. Shift Trades:

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. An employee must have supervisory approval prior to being allowed to trade shifts. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his/her compensable hours decreased as a result of the trade. Any premium pay or other extra compensation will be waived for both individuals during the period they work for the other. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be

obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

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

H. Standby:

Police Management may, at its discretion, place a Dispatcher in an on-call status when, in its belief, it is in the best interest of the organization to do so. In the event that a Dispatcher is placed on-call, the employee will be compensated for a maximum of four hours, at time and one-half pay, for an on-call period that will be determined based on the employee's work schedule during that on-call pay period (e.g. the employee will be on-call during their days off from the time they leave after completing their last scheduled shift until they return to work on their next regularly scheduled shift, excluding any previously scheduled overtime shifts).

Employees receiving on-call pay shall be required to wear a pager provided by the department, or leave a telephone number where they may be reached in the event that they are needed to report to work. Employees must be able to respond within one hour of notification during any on-call period.

I. Early Relief:

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. An employee must have the approval of the watch commander prior to being allowed early relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

J. Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations 29 CFR. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

An employee attending mandatory training or called in to mandatory training shall receive credit for a minimum of one hour.

K. 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. No employee other than those on authorized standby duty will be allowed to take a City vehicle home if the distance is greater than 15 miles one way.

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

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

L. Call Back Pay:

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or asked to come in immediately prior to his/her regularly scheduled shift. An employee called back to duty shall be credited for actual hours worked (a minimum of one hour shall be paid). Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

M. Court Pay:

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

N. Court Standby Pay:

An employee may leave a telephone number or wear an electronic pager so that he/she may be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act and will not be compensated except as set forth below.

Alternatively, an employee on court standby may, with the permission of the department, report to the police facility, in uniform, for assignment while awaiting court. An employee shall be credited on an hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

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

O. Dispatcher Training Pay

Effective July 1, 2007, any Police Dispatcher assigned to train a new full-time or part-time Police Dispatcher shall receive \$50 per week, or pro-rate portion thereof, while training.

Section 7: Social Security

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

Section 8: 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.

**ARTICLE III
FRINGE BENEFITS**

Section 1: Health Insurance

The City participates in a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating bargaining unit employees will receive a monthly allowance of \$990 per month from which employees can chose medical, dental and/or vision insurance. In addition, supplemental insurance opportunities will be provided, in order for employees to purchase supplemental medical insurance and child care coverage through pretax dollars.

The city will adhere to the cafeteria plan requirements for all bargaining groups. Should the monthly allowance change, the City and the Association 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 24 times per year). Cash disbursements to the employee are subject to being taxed, pursuant to the appropriate tax codes.

Section 2: Retiree Medical:

Effective October 1, 2003, members who retire, with either a service or disability retirement, from city employment may, at the retiree's discretion, continue enrollment in the city provided health insurance plan of the employee's choice. Employees, who retire, shall be eligible for city-paid medical insurance coverage until Medicare age. After the employee reaches Medicare age, the employee can maintain health insurance with the city by paying for his/her premium and any related spouse or dependent* premiums. If the retiree is ineligible for Medicare benefits, the city will continue to pay the premiums, as long as the employee remains insurable. The retired employee is responsible for any portion of the health care premium (including any applicable spouse or dependent coverage) not covered by this formula. At age 65, the retiree is responsible for coordinating the city provided health care plan with Medicare. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee and any applicable spouse or dependents. Retirees will receive premium dollars based on the following:

Years of Service	Percentage of Cafeteria Dollars	Years of Service	Percentage of Cafeteria Dollars
5	30%	18	56%
6	32%	19	58%
7	34%	20	60%
8	36%	21	62%
9	38%	22	64%
10	40%	23	66%
11	42%	24	68%
12	44%	25	70%
13	46%	26	72%
14	48%	27	74%
15	50%	28	76%
16	52%	29	78%
17	54%	30	80%

1. 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.
2. In the event the retiree, and/or dependent, premium exceeds 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 60 days after the billing date, enrollment in the city's plan shall be permanently cancelled for the retiree and any related spouse and dependents.
3. 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.
4. If the premium cost is less than the amount allocated by the formula, the retiree will not receive the difference. Additionally, there is no opt-out money paid to the retiree.
5. 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.
7. 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 and/or any qualified legal dependent.

Surviving Spouse and Dependent Coverage In The Event Of Death of the Retiree:

In the event of the death of the retiree who is survived by a spouse or legal dependent, enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue to provide health coverage subject to the aforementioned schedule/formula, subject to other terms and conditions that apply to the Medicare age excess billing, relocation, premiums, etc.

Section 3: Term Life Insurance

The City shall provide each unit member with term life insurance coverage in the amount of \$50,000.

Section 4: Long Term Disability

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 and shall provide for up to five years of coverage at 66 2/3% of the first \$6,000 of the employee's base salary, reduced by any deductible benefits. The elimination period is defined as the first 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 100% of base salary including the disability allowance.

Section 5: Uniform Maintenance Allowance

Each represented employee shall receive \$70.00 per month for uniform allowance. Such allowance shall be paid on the last pay period in June. Such payment shall be for the prior year and shall be prorated for employees not working the full year.

Section 6: Tuition Reimbursement

The City shall reimburse employees up to \$2,500 per employee, per fiscal year, for 100% of costs for tuition and books incurred for job-related education. The City shall budget all necessary expenses to fund tuition reimbursements for the Unit. 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 Manager/Director, then by the Department-Director and City Manager. Employee initiated educational or area development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours. (The tuition reimbursement form will be revised to show approval order described above). Policy 4.05.310 dated April 12, 2004 shall be the procedure utilized during the term of this contract. This article shall not be construed to eliminate employer sponsored training for the maintenance of certifications required by the City or any other jurisdiction.

**ARTICLE IV
LEAVES**

Section 1: Vacation

A. Accrual

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

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 months of employment. Vacation time shall be deemed credited during this period with accrual affected upon the employee's monthly anniversary date. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation except upon the written request of the affected employee and approval of the 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 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 Personnel Officer.

Vacation leave accrual ceases when maximum accrual is reached.

B. Use

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

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

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

C. Accumulated Hours at Termination of Employment

No person whose employment is terminated before the completion of six calendar months of continuous service shall be entitled to any vacation or pay in lieu thereof. An employee who terminates after six months or more of continuous employment shall be paid for all credited or accrued vacation.

D. Returning Employee After Separation:

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

Section 2: Holidays

Each unit member shall receive the following 10 hour holidays:

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

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

Effective every July all employees covered by the MOU shall accrue ten hours of holiday leave each month during the pay period which includes their anniversary date. Any balance of accrued hours on the books each July 1 from the prior fiscal year may be paid off on July 1 at the employee's option. Employees who wish to exercise their option to sell back holiday hours on July 1 must process a written request to Finance no later than June 15 of the prior fiscal year.

Section 3: Sick Leave

A. 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 discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of 96 hours a year. There shall be no limit on the amount which can be accumulated.

B. Sell Back

Each represented employee shall be allowed to sell back sick leave each fiscal year according to the table below with the following provisions:

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

Min. Years Of Service	Number of Hours Sell Back	Minimum Hours Sick Leave Retention
3	20	100
4	30	200
5	40	300
6	50	400
7	60	500
8	70	600
9	80	700
10	90	800
11	100	900
12	120	1,000

**Effective December 31, 2013, employees shall be allowed to cash out up to \$5,000 per fiscal year of unused sick leave. Members who do cash out their sick leave must maintain a minimum balance of 160 hours. Said time can be cashed out at any time during the fiscal year.

C. Sick Leave Reports

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

D. Family Attendance

Employees shall have the option of using sick leave for attendance to family members (using ½ their yearly accrual), or the employee may request to take leave without pay for attendance to family members. Family members include employee's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, child, step-child, grandparent, grandchild or domestic partner.

E. Accumulated Hours at Termination

Except as otherwise herein stated, accumulated sick leave is lost when the employee is terminated. In no event shall employees who have not worked for the City as regular salaried employees for more than five (5) years be entitled to use sick leave to defer termination of their employment by the City nor shall they be compensated for sick leave upon such termination for any reason including but not limited to retirement. An employee who is permanently disabled from performing the duties of the position shall be retired upon that fact being established. In the event such employee applies for and consents to such retirement, then upon the retirement being accomplished, the employee shall be compensated for his/her accumulated unused sick leave (if and only if he/she has five (5) years of regular paid City service) by payment in a lump sum. That sum is determined as follows:

The number of days of sick leave accrued, multiplied by his/her gross daily earnings at the time of termination, multiplied by a percentage as follows:

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

A regular salaried employee who has worked for the City at least five (5) years and has accumulated sick leave who terminates his/her employment for any reason shall be paid as full compensation for such sick leave as computed above.

The City shall provide members of the unit who are granted a service retirement (rather than disability retirement), a sum equal to the cash value of 75% of the employee's accumulated sick leave after 20 cumulative years of service with the City. The cash value shall be computed at the employee's hourly rate in existence at the time the monies are disbursed.

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

Section 4: Bereavement Leave:

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

Section 5: Leave Usage

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

ARTICLE V GENERAL PROVISIONS

Section 1: Maintenance of Terms & Conditions of Employment

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

Section 2: Nepotism Policy

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

This policy applies to all City employees, appointed officials, and elected officials and includes any relative defined as father, father-in-law, 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.

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

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

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

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

If a permanent full-time employee is denied a promotion or transfer under this policy, the employee may appeal such action to the City Manager within three (3) business days of the date 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 3: 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.

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

Section 4: Term Of MOU

The term of this agreement is (ratification date) through midnight December 31, 2013.

Section 5: Association and City Proposals:

Association and City negotiation process will begin at least 90 days prior to the expiration of the MOU.

Section 6: CONCLUSIVENESS OF MEMORANDUM OF UNDERSTANDING

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 except as otherwise incorporated into this MOU. Any increases in compensation and/or benefits that were delayed, postponed, or provided by those side letter agreements are hereby waived.

Section 7: Council Action

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

FOR CITY OF COLTON:

David R. Zamora: Mayor

DATED: _____

9/20/11

FOR POLICE DISPATCHERS ASSOCIATION

Misty Kershner: Bargaining Committee Member

DATED: _____

4/11/11

Amanda Gomez: Bargaining Committee Member

DATED: _____

4/11/11