

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COLTON AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 47**

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ARTICLE I - EMPLOYER-EMPLOYEE RELATIONS

SECTION 1: Recognition

The City hereby recognizes the International Brotherhood of Electrical Workers (IBEW), Local 47, as the representative of employees in the Electric Unit, which encompasses the following classifications.

Consumer Service - Field Representative I	Power Line Technician Apprentice
Consumer Service - Field Representative II	Senior Consumer Service Field Rep.
Electric Utility Inspector	Senior Meter Reader
Engineering GIS Technician	Senior Substation Electrician
Line Crew Supervisor	Service Crew Supervisor
Maintenance Electrician	Sub-Station Electrician
Meter Operations Supervisor	Sub-Station Electrician Apprentice
Meter Technician	Sub-Station Helper
Meter Reader	Sub-Station Operations Supervisor
Power Line Helper	Utility Worker
Power Line Technician	

The city realizes that some positions are no longer required for the daily operations of the Electric Utility Department. Some of these positions include—but are not limited to—Meter Reader and Senior Meter Reader. The city and Union will meet and confer to discuss these and any other positions.

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—Agency Shop

The Union shall have the sole and exclusive right to have membership dues deducted for employees covered by this agreement by the City upon appropriate written authorization from such employee.

Except as set for the below, employees, as a condition of employment, shall, within thirty (30) days, either join the Union or pay to the Union a service fee in an amount not to exceed the monthly dues assessed by the Union.

Any employee who is a member of a bona fide religion, body or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. Such employee shall pay an amount equivalent to regular Union dues to a non-religious, non-labor charitable fund, chosen by the employee, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Proof of such payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support from the Union.

The City shall deduct, upon receipt of duly executed form, properly signed by a member of the bargaining unit, either dues to the Union or service fees for nonmembers, as appropriate. The Union shall advise the City, in writing, of the dues amount to be deducted for each member. Any change in dues will be submitted to the City, in writing, thirty (30) days prior to the effective date of such change. The City shall, as soon as possible, notify the Union Business Manager if any members of the bargaining unit revoke a dues/fees authorization.

Whenever a unit member shall be delinquent in the payment of dues or fees, the Union shall give the unit member fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the City's Human Resources Department. In the event the unit member fails to cure said delinquency, the Union shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by the applicable laws and are specifically excluded from the grievance procedure.

A. Hold Harmless Clause

In consideration of the above noted services, the Union agrees to release, indemnify, and discharge the City from any liability or expenses, including, but not limited to, attorney's fees and reasonable costs (i.e., city staff time in preparing and mailing correspondence), whatsoever as a result of any action taken pursuant to the provisions of this Article.

B. Employee's Right to Revoke Agency Shop

Nothing herein shall be construed to modify employees' rights to revoke the Agency Shop provision of this MOU pursuant to the procedures set forth in Government Code Section 3502.5(b).

SECTION 4: Disciplinary Action Appeals Process

Employees who are dissatisfied with management actions have the following forms of recourse:

Written reprimands will be removed from the employee's personnel file one (1) year after the date of the written reprimand.

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." In all matters concerning contract interpretation or administration of the MOU, the Union shall have exclusive authority to determine whether a grievance shall be taken to arbitration. If the Union chooses not to proceed on a disciplinary grievance, the employee may proceed at his/her risk and expense to take the matter to arbitration. Such an 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 Mediation and Conciliation Service shall be requested to submit a list of seven 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 an arbitrator, the parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.

- B. Private Hearing - Discipline appeal arbitration hearings shall be private.
- 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.
- D. The arbitrator shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. 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 1286.2.

SECTION 5: Union Leave

Two employees, designated by the Union, shall be given up to 40 hours each, per fiscal year, at different times, or one employee 80 hours per year, of unpaid leave to attend to Union business. Employees requesting such leave shall give the Supervisor and/or Department Director at least two weeks advance notice. In deciding whether to grant such leave, the Supervisor and/or Department Director may take into account staffing and other legitimate City interests, provided that all leaves will not be denied unreasonably.

For the purposes of bargaining, the 80 hour provision noted in the above paragraph may not apply.

SECTION 6: Parity Language

The City and the Union agree to the following language: The City agrees that during the term of this Memorandum of Understanding it will attempt not to enter into any agreement, whether written or otherwise, with any other bargaining unit or employee group in the City that obligates the City to provide any monetary or non-monetary benefit based upon any provision in the MOU or any benefit, salary or otherwise received by members of this Union. The intent of this provision is to eliminate any ties between the salary and/or benefits received by members of this bargaining group and those received by members of any other bargaining group in the City. Nothing in this section, however, shall operate to prevent the City from meeting and conferring in good faith with other bargaining units.

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; 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, assign, evaluate, promote, discipline and terminate employees for just cause.

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, specifically in regard to contracting out work, transferring work out of the unit and classifying employees.

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: Labor/Management Committee

The City and Union will create and maintain a Labor/Management Cooperation Committee. The City's team shall consist of at least one representative each from the City's Human Resources Department and the Electric Utility Department. The Union shall provide four (4) members to sit on its committee, at least three of which must be employees of the City. The committee shall meet at least every four to six months to discuss issues that concern both management and the Union. The purpose of this committee is not to resolve meet and confer issues per the MOU.

The Management/Labor Committee will not take the place of the grievance procedure as outlined in this MOU. The purpose of the committee meetings is not to bypass the meet and confer process. The issues brought to the Management/Labor Committee will be issues that arise after October 1, 2008. In addition, the Committee will not discuss issues that have a monetary impact (i.e., non-MOU monetary issues). Any issues that have a financial impact on either side may be resolved using the meet and confer process or the grievance procedure. Additionally, the discussion or handling of any issue by the Committee shall not toll (delay) or extend any of the deadlines set forth in the grievance procedure, unless there is an express written agreement between the City and Union to toll or extend any such deadline.

SECTION 9 : Performance Evaluations

The City realizes the importance of performance evaluations. The Human Resources Department and Electric Utility will work together to assure a timely delivery of the employee's performance evaluation. In addition, the Human Resources Department will notify the Department and Union by E-mail 90, 60, 30, and 15 days prior to the employee's performance evaluation due date.

ARTICLE II - COMPENSATION

SECTION 1: Salary

Promotion

Employees in the journey level classification who promote to a supervisory level position represented by IBEW shall go to step « D » or a minimum of 5% whichever is greater. Upon successfully passing probation, Employee will receive the top step pay. This will be retroactive to July 1, 2008.

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

Applicants hired by the City as journey-level workers who demonstrate they have satisfactorily completed a recognized apprenticeship program for the position for which they are to be hired shall start at Step D of the salary range, and upon six months satisfactory performance, shall advance to Step E.

Employees hired as Power Line Technician Apprentices under the program adopted by the City Council in 1975 shall be hired at Step A. They shall be eligible to advance to Steps B, C, D, and E following 6 months of satisfactory service at the preceding step upon the recommendation of the department head and the approval of the City Manager. In like manner, such apprentice may be appointed as a Power Line Technician following 6 months at Step E of Apprentice. Such appointment shall be at Step D, and, upon six months satisfactory performance, shall advance to Step E.

The City and Union agree to a three percent (3%) increase effective October 1, 2008. If the State of California takes money from the City to assist in balancing the States' budget, the City and Union agree to delay the three percent (3%) increase to January 1, 2009.

The City and Union agree to assess the City's ability to have the City pay for the four percent (4%) PERS employee portion for the 2.7% @ 55 retirement benefit. Should the City be able to pay the 4% of the employee's portion, this will be in lieu of any increases to be effective July 1, 2009. Should the City not be able to pay the 4% employee portion, the City and Union will meet and confer to discuss the possibility of a salary increase.

For July 1, 2010, the City and Union agree to accept the total compensation average of Anaheim, Azusa, Banning and Riverside (Survey Cities). The salary survey will be conducted between January 2010 and April 2010 for implementation on July 1, 2010. Any increases are subject to the City's financial ability to implement a negotiated increase. Should the City not be able to meet its negotiated obligation to implement a salary increase, the City and Union will meet and discuss the City's financial situation and work to some resolution.

In addition, the city and IBEW agree to use a benchmarking philosophy when conducting the salary survey. Benchmarking has been established for the following positions:

Classification

Benchmark

Consumer Service Field Representative II	10% below Sr. Consumer Service Field Rep.
Power Line Helper	45% below Power Line Technician
Power Line Technician Apprentice	15% below Power Line Technician
Senior Customer Service Field Representative	10% above Consumer Service Field Rep II
Sub-Station Electrician	10% below Sr. Sub-Station Electrician

The city and Union agree to meet and confer to establish any further benchmarking classifications.

The Benchmark for the Senior Customer Field Representative II is retroactive to July 1, 2008.

SECTION 2: Overtime

Overtime Pay

All employees required to perform in excess of 40 hours in a seven-day cycle shall receive compensation at the rate of double time 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 regular rate, 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 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.

Call-out and planned overtime procedure (Evergreen List) is attached as Exhibit A.

Compensatory Time

In lieu of receiving overtime pay pursuant to Section 2: Overtime in the MOU, an employee may elect to receive compensatory time off at the rate of two (2) times the actual hours worked, including travel time from and to the employee's residence. No employee shall accrue more than 50 hours of such compensatory time. Compensatory time shall be taken in increments of one (1) hour or more. Should any employee exceed 50 hours of accrued compensatory time, he/she shall be paid for all overtime hours worked at the applicable overtime rate.

An employee may use such compensatory time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the department.

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.

Training Time

Training time outside normally scheduled work hours shall be compensated pursuant to Code of Federal Regulations (CFR), Section 785.27, et seq.

Travel time outside normally scheduled work hours shall be compensated pursuant to CFR Section 785.33, et seq. When feasible, the Department will adjust the employee's work schedule to minimize the impact of travel and training time.

City Vehicle Use

Employees provided with a City vehicle to travel to and from their regular work site shall not be compensated in any manner whatsoever for such travel time in the City vehicle, with the exception of standby personnel when responding to a call back. This provision also applies in those situations where the radio must be left on and monitored.

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. Such restriction shall not change the City's policy of guaranteeing rideshare employees a ride home.

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.

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 is working prior to his/her regularly scheduled shift on a preplanned basis. Actual time shall be calculated from the time an employee receives a call back until the time an employee returns to his/her residence.

Standby Pay

An employee on standby may leave a telephone number where he/she may be reached while on standby. An employee shall be able to respond from such phone number within 60 minutes. Alternatively, the City may provide a "beeper" for the employee.

Standby pay shall be earned from Thursday at the end of the working day, for a period not to exceed seven (7) days unless extended by holiday. The City shall pay an employee on standby 10 hours straight time of compensatory time. When a City recognized holiday falls during the standby week, the employee shall earn an additional 10 hours straight time of compensatory time per holiday. Such compensatory time shall be used according to Section

2: Compensatory Time.

Rest Period

- A. An employee who works sixteen (16) consecutive hours shall earn an eight (8)-hour rest period.
- B. A rest period of eight (8) consecutive hours or more shall be considered an interruption of consecutive hours worked.
- C. Rest periods of less than eight (8) consecutive hours shall be counted as time worked but not paid.
- D. 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.
- E. Employees directed to return to work while on a rest period shall be compensated at the double time rate of pay for all time worked until an eight hour rest period is completed. Such overtime pay shall be in lieu of, and not in addition to, pay received under the provisions listed above.
- F. 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.
- G. When the rest period extends into a regularly scheduled work day the employee may elect to use vacation time, compensatory time, floating holiday time, or leave without pay for the remainder of the workday.
- H. For the purpose of the rest period eligibility, Sundays and holidays will be treated as a normal work day.

SECTION 3: Acting Pay

- A. Any employee assigned by the Department Head or Superintendent to work in a higher classification within the Electric Unit for a period of one consecutive hour or more shall receive acting pay. Acting assignments shall be made in each absence of one or more hours of the higher classification(s). The Department Head or his designee shall determine to which employee he wishes to offer this assignment.
- B. Assignment of a unit member in an acting capacity to a position outside of the Electrical Unit may only be made:
 - 1. by the Department Head or his/her designee; and
 - 2. when the higher-level position is to be vacant in excess of twenty consecutive regular work hours.

Acting pay shall be effective retroactive to the first hour.

Acting pay shall equal 5% of the employee's base salary only, no change in fringe benefits.

The City agrees that represented employees working out of class shall be properly trained prior to out-of-class assignment.

SECTION 4: Reclassification Language

The City agrees to “meet and consult” with the Union on any proposed reclassification in the Union prior to submission to the City Manager.

SECTION 5: Bilingual Pay

The City agrees to pay \$25 per pay period, for a total of \$50 per month, to employees who must perform bilingual translation as part of their job function and regular duties, and who successfully complete a bilingual examination, and continue testing at regular intervals and who have been recommended by the Department Head and approved by the City Manager.

When the skill is no longer needed or the employee is not required to use it or ceases to possess it, the Department Head shall terminate the bilingual compensation by written notice to the Human Resources Director. The Human Resources Director may also terminate the bilingual compensation if he/she makes a like determination, and shall notify the Department Head. In either case, the Department Head 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 6: Longevity Pay

The Union agrees to eliminate longevity pay as a result of the salary increases for 05/06 and 06/07.

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.

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 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 shall contribute an amount equal to the cost of "Family" coverage under the Health Net Medical Insurance Program, Group Number 50766A, per month per employee for the City provided health insurance coverage. "Family" coverage is that coverage which exists for two adults plus one or more children. Any increases in the City's flat dollar contribution after the increases provided for herein shall be subject to the meet and confer process. Should such Health Net coverage cease to be available during the term of this MOU, the parties shall meet and confer on an equivalent alternative health plan.

Each employee is required to maintain a minimum coverage for him/herself in a plan of his/her choice. In those instances where the employee's medical insurance premium is less than the City's monthly contribution, the difference between said dollar amounts shall be provided in the form of a bi-monthly cash disbursement.

Should the represented members of IBEW Electric unit consider joining the city's cafeteria plan, the city and Union will meet and confer to discuss this option.

SECTION 2: Retirees' Health Insurance Participation

Employees who retire after 15 years but less than 20 years of City service shall be eligible for City paid employee only medical insurance coverage until retirement age with dependant care available at employees expense. Members of this unit who retire (service or disability) from the City's employ, may, at the retiree's discretion, enroll in the City provided health insurance plan of the employee's choice. Employees who retire after having served a minimum of 20 years with the City shall have their and their spouse's, premiums paid for by the City up to Medicare age. After the retiree reaches Medicare age, he/she can maintain health insurance with the City, but the retiree must pay his/her, and his/her spouse's, premiums. If the retiree is ineligible for Medicare benefits, the City will continue to pay the premiums, as long as the employee remains insurable. For all other employees, all premiums required by their and their spouses' participation in such health insurance plan shall be paid by the employee. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City will provide the retiree's health insurance benefit, described above, to retirees who move outside the Health Net or Kaiser service area and enroll in a health insurance plan. The benefit will be reimbursed for monthly premiums by the City, up to the current Health Net premium rate. Participation in any health insurance plan is contingent upon the health insurance carrier approving the enrollment of a retired employee or spouse.

The City provides a Retirement Health Savings Plan (RHS) through ICMA. This is a voluntary plan that is available to any retiree who retires after January 1, 2004. An RHS plan is funded by using accrued vacation, sick leave or other buy outs upon termination or retirement. The annual limit is varies every year (currently, the maximum contribution is \$42,000). The funds for the RHS are pre-taxed; proceeds can be used tax free for reimbursement of medical expenses (unlike deferred compensation that is taxable when you actually use the funds).

After an employee retires or terminates employment, healthcare expenses for the employee, spouse, and eligible dependent family members may be reimbursed through the plan. This includes all IRS qualifying medical and dental expenses such as health and dental insurance premiums, deductibles, co-payments, coinsurance amounts and other out of pocket expenses.

SECTION 3: Retirement Benefits

The City will pay the employees' contribution of 8% to the Public Employees Retirement System (PERS) and provide retirement benefits as currently specified under the City's contract with PERS. All such contributions shall be deposited in the Member's Retirement Account.

The City will contract with the Public Employees Retirement System (PERS) for the 2.7% at age 55 retirement program and provide retirement benefits as otherwise currently specified under the City's contract with PERS. The employees will pay 4% towards the cost of the new plan.

The City will continue to provide:

- A. One year final compensation
- B. Military buyback.

Employees may choose to have their employee's contribution, sick leave and/or vacation time accrued during their final year of employment converted to salary on a prospective basis in the form of a written request to the Finance Department. This proposal is based on the City obtaining written confirmation from PERS that these options are still available to PERS employees.

SECTION 4: Dental Plan

The City shall provide dental insurance for each represented employee and eligible dependents in accordance with existing City dental plans.

Existing plans are Delta Dental, effective June 1, 1993 and United Concordia, effective January 1, 1998. Should said plans change or cease to be available during the term of this MOU, the parties shall meet and confer on alternate dental plans.

SECTION 5: Optical Plan

The amount of optical reimbursement will be calculated at the fiscal year biennial rate of \$450 for employees and \$300 for dependents. Employee may opt to immediately use the total amount for both the employee and dependent(s). In the event an employee or dependent elects laser eye surgery in lieu of using the optical reimbursement of exams, eye glasses or contact lenses, the employee may either bank unused optical reimbursement funds in anticipation of future surgery, to be paid out upon receipt of invoice for completed surgery, or may elect maximum reimbursement on a biennial basis through reimbursement window period.

If 'eligible dependents' are also City employees who are entitled to City vision coverage on their own, the \$200 dependant allowance is not applicable.

SECTION 6: Term Life Insurance

The City shall provide a total of \$75,000 term life insurance for each represented employee effective January 1, 2009. Employees may purchase employee supplemental or dependent life insurance coverage in accordance with the terms made available by the City's insurance provider. Said additional coverage shall be at the employee's sole expense and shall be paid through authorized payroll deduction.

SECTION 7: Long Term Disability

The City shall provide to each represented employee a long term disability program with an eligibility period of 30 days or upon the expiration of sick leave, whichever is the greater. The terms of the plan shall be more fully set forth in the plan documents; however, it shall provide for up to five years of coverage at 66 2/3% of the first \$6000 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. However, should the employee elect to use sick leave, the equivalent dollar value shall be deducted from the disability allowance.

City and Union will meet and discuss in April 2009 regarding improving Long Term Disability coverage.

SECTION 8: Tuition Reimbursement

The City agrees to reimburse employees up to \$2,500 per employee, per fiscal year, so long as funds are available, for tuition costs incurred for job-related education. Such expenditure must enhance furtherance of City or continuing educational goals. Requests for such reimbursement must be submitted upon successful completion of the course(s) and must be approved by the Department Head 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.

SECTION 9: Uniforms

The City agrees to furnish shirts and laundry service for employees working on line or service crews.

Sub-station field personnel who are required to work on or around exposed energized conductors of 50 volts or above shall be required to wear all cotton uniforms. Sub-station field personnel shall have a choice of either the City furnished shirts and laundry service or three shirts and three pants which the employee shall launder. Sub-station field personnel who select the option of the laundered shirts shall provide their own pants, which shall be presentable and navy blue in color.

Uniforms shall be replaced during the year for damage occurring in the line of duty, with the approval of the Department Head. Uniforms will be worn at all times while on duty and will not be worn while off duty.

Supervisors of field personnel may authorize them to wear City provided shirts; six (6) new T-shirts shall be issued each July.

Employees will not wear uniform after working hours unless on authorized after hours work.

SECTION 10: Boot/Shoe Allowance:

The City agrees to provide to each eligible member \$200 on or about July 1. Said \$200 will be provided as a separate check with the minimum deductions made. The City agrees to approve a boot/shoe allowance of two hundred dollars (\$200) on an annual basis, payable upon ratification to all members.

SECTION 11: Class "A" Driver's License:

The City agrees to pay for the cost of a Class "A" California Drivers License for all permanent employees who are required to have one.

ARTICLE IV - LEAVES

SECTION 1: Vacations

Accrual

During Periods of Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
7 Months - 5 Years	6 2/3	80	160
6-10 Years	10	120	240
11 Years	10 2/3	128	256
12 Years	11 1/3	136	272
13 Years	12	144	288
14 Years	12 2/3	152	304
15+ Years	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. Upon completion of six months of service, employee shall be credited with 40 hours of vacation time. Thereafter, accrual shall be on a monthly basis in accordance with the above chart. Vacation accrual may be accumulated to not more than the appropriate maximum accumulation, except upon the written request of the affected employee and approval of the City Manager. In this event, an employee may be permitted to exceed the maximum accumulation by an amount not in excess of 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 City Manager.

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. Vacation time shall be taken in increments of one (1) hour

or more. The Department Head may approve applications for vacation that exceed the number of accrued whole days up to the number of days that will be accrued up to and during the vacation and any compensatory time taken in conjunction with the vacation time. The City Manager may authorize an eligible employee to incur a negative vacation balance of up to five (5) days. Vacation shall not be taken during the first six months of 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.

Vacation Cash-out

On an annual basis employee may cash out up to 40 hours of accrued vacation provided the employee has used a minimum of 40 hours in the previous payroll year. Employee must have the approval of the department director. Requests should be submitted to Payroll on or about December 30 for payment to be made in January.

Accumulated Time At Termination Of Employment

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 months or more of continuous employment shall be paid for all credited or accrued vacation.

SECTION 2: Holidays

Each unit member shall receive the following 10-hour holidays:

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

When one of the above holidays falls on Friday, the preceding Thursday shall be treated as a paid holiday. When one of the above holidays falls on Saturday, 10 hours shall be added to the employees' floating holiday bank. When one of the above holidays falls on Sunday, the following Monday shall be treated as a paid holiday.

If Christmas Eve, New Year's Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, 10 hours shall be added to the floating holiday bank to be used by December 31 of the following year except for New Year's Day, which will be used by the end of that year.

SECTION 3: Sick Leave

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 that 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 that can be accumulated.

Balance

Employees shall maintain a sick leave balance of 50% (48 hours) of accrued sick leave unless a verified long-term illness or a medical practitioner's certification is provided.

Employees with less than 50% accrued sick leave on the books may be required to provide medical certification for sick leave use until the sick leave balance exceeds 50%. Management will make a determination of this requirement on a case-by-case basis.

Industrial accidents or injuries are exempted from the requirements. Sick leave used to supplement workers' compensation or LTD benefits will not be counted against employee sick leave for disciplinary reasons.

Family Attendance

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

Sick Leave Buy Back

The City agrees to buy back 40 hours per fiscal year of sick leave at 120% of the regular rate of pay. Employees must have used less than 51 hours of accrued sick leave during that fiscal year to be eligible for this buy back. Employees must have a minimum balance of 48 hours of sick leave as of the last payday in June to be eligible for this benefit. Employees can exercise the buy back option any time during the fiscal year once they have met eligibility standards.

Accumulated Sick Leave At Termination Of Employee

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

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

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

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

Members of the Electrical Unit who are granted a service retirement (rather than disability retirement) shall be provided a sum equal to the cash value of 75% of the employee's accumulated sick leave after 30 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.

SECTION 4: Bereavement Leave

Up to 80 hours per fiscal year may be taken with pay as bereavement leave in the case of the death of the eligible employee's father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, child, grandchild, grandparent or grandparent of spouse, step-child or step-parent. The maximum time allowed for each death is 30 hours when such death occurs in Southern California, and 40 hours if outside Southern California. These hours shall not be eligible to be carried forward beyond the fiscal year. The City reserves the right to require reasonable verification of the need for such leave.

SECTION 5: Industrial Injury Leave/Insurance Premiums

The City will pay the insurance premiums for employees on leave of absence without pay due to industrial injury. Payment of insurance premiums will include health, dental, life and optical.

ARTICLE V - WORKING CONDITIONS

SECTION 1: Shift Change/Work Schedule

Employees shall be given a minimum of four weeks advance notice of a shift change, except in case of emergency. Department Heads shall consider the needs of the service and the employee in making assignments. The City shall not change schedules for the sole purpose of avoiding overtime.

The city and Union realize the Monday through Thursday work schedule provides better coverage and service than does an alternate work schedule. However, should the city opt to change the Monday through Thursday work schedule, the city and Union shall meet and confer before implementation of such a proposal.

SECTION 2: Emergency Meal Periods

Employees shall earn meals at fixed intervals during periods of call-out overtime, planned overtime, and during an extension of the regular or planned work day.

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

During extension of the regular work day, one paid forty-five minute meal period and one meal compensation of \$15.00 will be earned after working a minimum of one and one-half 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 consecutive hours or more immediately prior to the beginning of a regular or planned overtime shift will earn a forty-five minute meal period and a meal compensation of \$15.00.

Employees called back within one and one-half hours after the end of their shift shall earn a forty-five minute paid meal period and a meal compensation of \$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 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 overtime rate.

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

SECTION 3: Inclement Weather

Whenever management decides not to send employees into the field during normal working hours due to inclement weather, said employees shall not suffer any loss of regular pay. When employees are not assigned to the field under this provision, they may be given other duties, be given training, to be held to respond to emergency calls.

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, step-father, mother, mother-in-law, step-mother, foster parent, grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, wife, husband, child, step-child, foster child, adopted children, son-in-law, daughter-in-law, first cousin, niece, nephew, aunt, uncle 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 Head or member of the City Council.

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

SECTION 5: Layoff Policy

The parties agree to the layoff policy that is attached as Exhibit B.

SECTION 6: Light Duty Policy

The parties agree to the light duty policy that is attached as Exhibit C.

SECTION 7: Reasonable Suspicion Drug/Alcohol Testing Policy

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 the Union have agreed to implementation of this Reasonable Suspicion Drug and Alcohol Testing Policy (Policy).

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.

Purpose

The purpose of the substance abuse policy is:

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.

Rules

Employees shall comply with 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, which 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 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.
4. The use or possession of alcohol while at work, including meal periods and breaks, or in the workplace or during work hours is prohibited.
5. 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.
6. 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.

7. All employees shall be subject to reasonable suspicion, return-to-duty, follow-up and post-accident drug and alcohol testing.
8. 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:

- Failure to provide a proper and adequate sample without a valid medical reason;
 - Providing false information in connection with a test;
 - Attempting to falsify test results through tampering, adulteration or substitution;
 - Eating or drinking before the sample is collected when instructed not to do so;
 - Failure to complete required forms.
9. 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 this policy shall not necessarily be relieved of possible disciplinary action by requesting to use the EAP or to seek rehabilitation.
 10. All testing will be done on an on-duty basis and the employee will be compensated under regular established procedures.

Categories And Methods Of Testing

The City of Colton will 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 will 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 that 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. The Medical Review Officer (MRO) prior to reporting the result to the Human Resources Director will review a positive test result above the minimum threshold established in Administrative Policy 4.04.070.

All drug testing will be subject to a chain of custody as defined in Evergreen List. 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 0.02 or greater, a second test will be performed to confirm the results of the initial test. A confirmed alcohol concentration of 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 Administrative Policy 4.04.070.

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

Employees Subject To Testing

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

Substances For Which Testing Will Occur

Testing will include screening for the following substances: alcohol, marijuana (THC), cocaine, phencyclidine (PCP), opiates, and 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.

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.

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 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

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 or more supervisors. The observing supervisors must be trained in the detection of drugs and alcohol. Such supervisors shall describe and document:
 - Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
 - Violation of a safety rule, or other unsafe work incident that, 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 first hand observation of the person reporting it. 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:
 - Order the employee to stop work;
 - Order the employee to submit to a urine drug and/or alcohol test after approval of the Department Head or designee; and,
 - 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.

B. 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.

C. 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 SAP shall determine the frequency and duration of follow-up drug and/or alcohol tests. 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.
- D. 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 hospitalizations are significant possibilities. The supervisor will make the determination on when/if testing will occur with the above circumstances.

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 outpatient 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.

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.

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 Head or the Department Head's designee.
- H. The Department Head will be responsible for ensuring that all supervisors receive training in the implementation of this Policy, including drug recognition.

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 Association 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.

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.

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). Another employee or a supervisor at the conclusion of the test shall drive an employee home, or the supervisor may make other arrangements. The tested employee shall not be allowed to drive home unless a breath alcohol only test was conducted and it was found the results were 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."

Retests

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.

Confidentiality

The City shall not release information pertaining to an individual employee that is contained in the 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.

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-hour orientation program.
- C. Every supervisor will receive at least a four-hour Drug and Alcohol Awareness Training Program.

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 employee involved authorizes the release of this information.

Severability

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

Revisions To The Policy

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

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

SECTION 1: Statement Of Purpose

The purpose and objectives of the grievance procedure are to:

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

SECTION 2: Definitions

A. WORK DAY

A work day unless otherwise stated. A work day is a day on which City Hall is open for business for its full working hours.

B. GRIEVANT

Any person employed full-time by the City in the Electric Unit. The Union may file a grievance on behalf of its members.

C. GRIEVANCE

An alleged violation or non-compliance with the provisions of this MOU, any supplemental MOU, City of Colton's written or unwritten personnel rules and regulations, and other policies and practices.

D. REPRESENTATIVE

A person who, at the request of the employee or supervisor, is invited to participate in the grievance or conferences.

E. IMMEDIATE SUPERVISOR

The person having evaluation responsibility for the Grievant.

F. CLASS GRIEVANCE

Employees or their representative must submit their grievance in writing. Individual grievances may be treated as a single grievance or as a class at the discretion of the parties.

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

G. ANSWER

The response to the grievance of any of Steps A-F in Article VI, Section 7. All answers to C-F 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.

H. UNION STEWARD

An employee of the City of Colton assigned to a classification in the Electrical Unit who is appointed by the Union Business Manager to represent employees at the work location. Such appointment shall be announced in writing to the Department Head prior to taking effect. Any Union activities of such Steward during working hours shall have prior permission from Department Head.

SECTION 3: Representation

- A. Employees may choose a representative 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.

Self-Representation

- A. In the event a grievant elects to exercise the right to self representation in a disciplinary matter, and objects to the attendance of a Union Steward 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, telephone number, and; (3) any other personal information protected under rights of privacy.

SECTION 4: 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 re-file 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 be deemed denial of the grievance and shall entitle the grievant to move to the next step, provided he or she does so in accordance with the time limits in the grievance procedure.
- C. Time limits in this procedure may be extended by mutual written agreement between the parties.
- D. The employee and representative will be given at least five (5) days, but more appropriately ten (10) days, written notice of any meeting scheduled in accordance with this Grievance Procedure. This provision may be waived by mutual agreement between the parties in writing.

SECTION 5: Withdrawal

Any formal grievance may be withdrawn by the grievant at any time, and must be done in writing. Withdrawal of a formal grievance will be with prejudice and shall remove the right of the grievant to re-file on the same set of facts. Withdrawal of informal grievances shall be without prejudice.

SECTION 6: 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.

SECTION 7: Procedure

Waiver Of Steps

Any step in this procedure may be waived by mutual agreement of the parties.

Informal Resolution

- A. 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 supervisor.
- B. Every effort shall be made to resolve a grievance through discussion between the employee or the representative and the employee's immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quietly and fairly and 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.

Formal Resolution

- A. If the grievance cannot be resolved informally, the grievant shall submit a formal written grievance to the immediate supervisor on the grievance form (see Exhibit D) in accordance with the time limits described in the informal resolution procedure above.
- B. Appeal to Division Head - If the grievance is not resolved between the employee and the immediate supervisor, the employee or the representative 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 submission of the request for the meeting. The division head will answer within ten (10) days of meeting with the grievant(s).

- C. Appeal to Department Head - If the division head and the employee cannot reach a solution to the grievance, the employee or the representative 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 head. The interview will be scheduled within ten (10) days of the employee submitting the request. The department head shall render an answer within ten (10) days of meeting with the grievant.
- D. Appeal to City Manager - If the department head and employee are unable to arrive at a satisfactory solution, the employee or the representative may, within ten (10) days from the date of the decision by the department head, submit a written appeal to the City Manager. The City Manager shall schedule a meeting with the grievant and the representative within ten (10) days of receiving the appeal. The City Manager shall meet with the grievant and the representative and review the grievance and shall answer within ten (10) days of discussing the grievance.
- E. Appeal of City Manager's Decision - If the union is not satisfied with the decision of the City Manager, the union, 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.
- F. Selection of Arbitrator - If the parties are unable to mutually select an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of seven persons qualified to act as arbitrators. Within 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 an arbitrator, the parties shall alternately strike one name from the list until one name remains. The right to strike the first name is determined by lot.
- G. Private Hearing - Grievance arbitration hearings shall be private.
- H. 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.
 - 1. The arbitrator shall render a decision in writing within 30 days of the close of the hearing or of his/her receipt of closing briefs, whichever is later. 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 Section 1286.2.

ARTICLE VII - GENERAL PROVISIONS

SECTION 1: Savings Clause

Should any provisions 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 Union, for the life of this MOU, each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this MOU. However, they may meet by mutual agreement or as required by Government code, Section 3504.5.

SECTION 2: Term Of Agreement

The agreement will last for a three-year period beginning July 1, 2008 and ending midnight June 30, 2011.

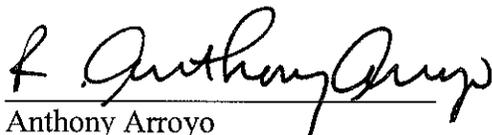
SECTION 3: Maintenance of Terms and Conditions of Employment

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 Union.

SECTION 4: Council Adoption

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

FOR THE CITY OF COLTON:



Anthony Arroyo
Human Resources Director

9/17/08

Date

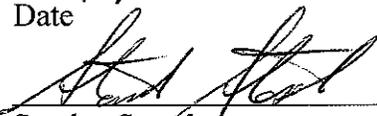
FOR IBEW:



Patrick Lavin
IBEW Business Manager

9/18/08

Date



Stanley Stosel
IBEW Assistant Business Manager

9-3-08

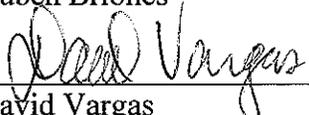
Date



William Shoemaker



Ruben Briones



David Vargas



Ron Bengtson
IBEW 47 Bus. Rep.

EXHIBIT A - EVERGREEN LIST

- A. The Evergreen List is to be updated and posted on the Monday following the end of each pay period.
- B. The Evergreen List is to be used whenever personnel, in addition to the scheduled stand-by person, are needed for overtime work.
- C. The scheduled stand-by person will have first option to work any planned overtime. It will be on a voluntary basis, unless they are needed and directed to work. If the stand-by person is not needed and elects not to work, he will be credited on the Evergreen List with the overtime, but not paid.
- D. The scheduled stand-by person will be responsible for, and arrange for, coverage when ill, on vacation or for any other circumstances. The division head, or his/her designee, is to be notified of changes effecting one day or more. The regularly scheduled stand-by person will be charged if he/she does not swap, but simply gives his/her call away.
- E. If the regularly scheduled stand-by person is not available to arrange for stand-by coverage, i.e., resignation, termination, disciplinary action, emergencies, the Evergreen List will be used to replace him/her. It will be on a voluntary basis, unless there are no volunteers, with those that refuse being charged with the overtime. **EXCEPTION:** Those persons previously scheduled off with vacation, compensatory time, or floating holiday(s) for any day during that scheduled call, will not be required to accept or be charged with the overtime.
- F. All new employees will be averaged onto the Evergreen List.
- G. An employee off work for 30 calendar days or more will be averaged onto the List when he/she returns.
- H. The scheduled stand-by person is to use the Trouble Report form to list the personnel called from the Evergreen List, how they responded (yes or no), meals earned and taken, hours worked, and whether an answering machine was reached to leave a message.
- I. The scheduled stand-by person is to call **ONLY** those personnel known to have worked the last regularly scheduled work shift, before attempting to call any other personnel on vacation, compensatory time, floating holiday(s) or sick leave. If there is any question as to whether an employee worked the last regularly scheduled shift, that employee is to be called. It will be the responsibility of the employee being called to inform the stand-by person that they did not work the last regularly scheduled shift and that they are not eligible for call-out until all other employees have been tried.
- J. If an employee (who did not work the last regular shift) is contacted for overtime work and requests the stand-by person to try to contact someone else, that employee must agree to stand-by in case someone else cannot be contacted and until the stand-by person is able to get someone else. Then that person making the request will be credited on the list, but not paid with all the overtime his replacement receives.

- K. If an answering machine is reached during the overtime call-outs, a message must be left, stating who is calling and the date and time called. Upon receiving the message, the person being called should attempt to contact either the scheduled stand-by person or the Police Department to insure the stand-by person has the help needed to repair the emergency.
- L. Any disputes arising from interpretation of this procedure shall be referred to the Evergreen Committee and not be subject to appeal through the grievance procedure.

EXHIBIT B - LAYOFF POLICY

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 and regular part-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.

Notification

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

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 or regular part-time position. In the event of a tie in total time of continuous service in a full-time or regular part-time position between two or more employees, the order of layoff shall be determined by employee number, the higher number being laid off first.
- B. Before any reduction in the work force of full-time or regular part-time employees occurs, all vacant budgeted positions within the classification would be eliminated. Then 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 affected department 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 exhibit.
- F. Reductions in classification shall only be approved when the employee has previously passed probation in the lower classification, and has seniority over identified employees 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 within the affected department. The junior employee being bumped will be separated or reduced in classification. This procedure shall continue until all reductions in classification and the ultimate separations are completed.
- G. If bumping results in an assignment which the employee considers to be undesirable, each employee may request:
 - 1) A voluntary demotion to any vacant position in the City;
 - 2) A lateral transfer to a position in the department they have previously held regular status in and have seniority over the incumbent.

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

Exception To Order Of Layoff

Whenever the best interest of the service requires the retention of an employee with special qualifications, characteristics, and fitness for the work, the Department Head may request that such employee be exempted from the bumping procedures. Such employee must have a higher overall rating on his/her most recent performance evaluation than all other employees in his/her classification. Such requests must be in writing and approved by the City Manager. If approved, the Union shall be immediately provided with a copy of the request. If an employee disagrees with the proposed exemption, he/she may appeal the City Manager's decision to binding arbitration as provided in the grievance procedure.

Employee's Right While On Layoff

During the first two (2) years following a layoff, laid-off employees shall be assured the right of appointment to a vacant position in the same or equivalent classification to the one in which the employee has previously passed probation. Such employee must report for duty within two (2) weeks of notice or forfeit his/her rights to reappointment.

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.

EXHIBIT C - MODIFIED/LIGHT DUTY PROGRAM

Purpose

To provide a uniform and effective return to work policy for a qualified injured worker under the Workers' Compensation program. To establish a Citywide light duty program for employees whose physical industrial injuries preclude them from returning to the regular duties of their permanent position.

Policy

It is the goal of the City, with the cooperation of all departments and divisions, to locate and assign modified and/or light duty whenever possible to employees who are temporarily disabled from their regular job as a result of on-the-job injury. All such work assignments are to be within the limitations defined by the City-approved treating physician.

The following guidelines will be used when it becomes necessary to place an injured employee in the return-to-work program:

- A. The City-approved physician shall describe the employee's limitations in sufficient detail to enable the City to determine if a suitable temporary modified or light duty work assignment exists.
- B. The employee's regular work division shall attempt to locate or design a work assignment within the limitations described by the treating physician.
- C. If the usual work division is unable to assign or locate suitable work, other divisions within the department shall be contacted to determine if a suitable work assignment exists.
- D. If no suitable temporary assignment is available within the department, the Human Resources Director shall be contacted to consider alternatives including locating a temporary assignment for the employee in another department. The department to which the employee is regularly assigned will be charged to provide the regular wages.
- E. Such temporary light duty assignment shall end upon any of the following occurrences:
 1. A determination by the Department Head where the light duty assignment is being performed that the department is no longer able to provide such assignment
 2. Any termination of the employee including retirement, resignation, layoff or dismissal; or
 3. Release to regular duty by the City-approved physician.
- F. Upon release to regular work duties, without restrictions, the employee shall be returned to his/her regular position.

Procedure

Each Department and/or Division Head shall be responsible for implementation of this policy within their unit including instructing their employees. The Risk Manager will inform the treating physician of the City's policy on modified and/or light duty.

Division Supervisors shall contact the Risk Manager to confirm that the employee has returned to work a modified and/or light duty assignment and so advise the Risk Manager within 24 hours of the injury. The applicable form shall be used for all releases to light duty where such work restriction exceeds one (1) week.

The employee's regular department or division shall maintain the employee's time sheet.

If the regular work unit cannot accommodate a modified and/or light duty assignment or locate another division within the department due to the employee's medical restriction or other difficulties, the Risk Manager shall be notified by phone within twenty-four (24) hours. This shall apply to the initial request for modified and/or light duty as well as during the period following provision of modified work.

The Risk Manager is to be notified in order to explore other modified duty alternatives and to ensure that both the City's approved physician and the City's Third Party Administrator are informed of the employee's work status.

Exclusion

This program may preclude certain types of industrial illnesses, injuries, and very restrictive physical limitations that are limited by the treating physician. This program also precludes absences covered by the employee's sick leave provisions.



EXHIBIT D - FORMAL GRIEVANCE PROCEDURE FORM

Name(s) _____

Classification(s) _____

Division/Dept _____

Steward/Representative _____

Date of Incident _____

Date

Grievance Filed _____

Article, Rule or Policy _____

Statement of Grievance and Remedy Requested _____

Signed: _____

Date: _____

Grievant/Designated Representative

Supervisor's Response: _____

Signed: _____

Date: _____

Supervisor's Signature

Accepted: _____ Rejected: _____

Appealed to Division Head: _____

Grievant's Response: _____

Signed: _____
Date: _____
Grievant/Designated Representative's Signature

Division Head's Response: _____

Signed: _____
Date: _____
Division Head's/Designee's Signature

Accepted: _____ Rejected: _____
Appealed to Dept. Head: _____

Grievant's Response: _____

Signed: _____
Date: _____
Grievant's/Designated Representative's Signature

Department Head's Response: _____

Signed: _____
Date: _____
Department Head's/Designee's Signature

Accepted: _____ Rejected _____
Appealed to City Manager: _____
Grievant's Response _____

Signed: _____
Date: _____
Grievant's/Designated Representative's Signature

City Manager's Response: _____

Signed: _____
Date: _____
City Manager's/Designee's Signature

Accepted: _____ Rejected _____ Appealed to Grievance Panel
(Arbitration)* _____

Signed: _____
Date: _____
Grievant's Signature

Signed: _____
Date: _____
Authorized Representative's Signature

***Grievance Panel (arbitration) may only be authorized by Union Staff.**

IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH SEPARATE SHEET(S).