MEMORANDUM OF UNDERSTANDING

CITY OF COLFAX
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39, AFL-CIO

July 1, 2026 – June 30, 2029

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Brown Act, by and between the CITY OF COLFAX (the "City") and IUOE, STATIONARY ENGINEERS, LOCAL 39 (the "Union") the first day of July 2026.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the represented employees of the City of Colfax and have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The MOU shall be presented to the City Council as the joint recommendations of the undersigned for salaries, fringe benefits, and working conditions of all represented employees of the City of Colfax.

The MOU and following agreements shall not become effective until approved by the Colfax City Council and IUOE, Stationary Engineers, Local 39.

ARTICLE 1: RECOGNITION

The City hereby recognizes the Union as the exclusive representative for all employees in the following job classifications within the General Bargaining Unit:

- Clerk Typist
- Lead Mechanic
- Maintenance Worker I
- Maintenance Worker II
- Public Works Working Supervisor
- Operator in Training
- Operator II
- Operator III
- Chief Plant Operator
- Administrative Assistant / Community Development

The City agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to hours, wages, and conditions of employment of said employees as authorized by law.

ARTICLE 2: SCOPE OF AGREEMENT

A. **Term:** This agreement shall remain in full force and effect until June 30, 2029.

B. **Procedure for Meet and Confer:** The City, through its representatives, shall meet and confer in good faith with representatives of the Union regarding matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in accordance with the provisions of the Meyers-Milias-Brown Act.

ARTICLE 3: UNION RIGHTS

The Union has the right to represent its members before the City Council or advisory boards or commissions or the City Manager or his designee with regard to wages, hours, and conditions of employment or other matters within the scope of representation. Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and City policies, rules, and regulations.

The Union shall have the following rights:

A. **Union Access:** The Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.

B. **Bulletin Boards:** The Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by the Union and shall bear the date of posting. A copy of all items posted shall be forwarded to the City.

C. **Use of Facilities:** The City Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of City facilities shall be unreasonably denied.

D. **Union Dues:** The City shall deduct union dues from the wages of employees in the bargaining unit upon receipt of written notice from the Union that the employee has authorized such deductions. Deductions shall commence or cease no later than the first full pay period following notification from the Union.

   Employee requests to cancel or modify dues deductions shall be directed to the Union. The City shall implement any changes to dues deductions only upon written notification from the Union.

   In the event of a dispute regarding dues deductions, the Union shall provide documentation of the employee's authorization upon request.

The Union shall defend, indemnify, and hold the City harmless from any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that arise out of or by reason of actions taken by the City under this Article, in accordance with California Government Code 1157.12(a).

E. **New Hire Orientation:** The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

F. **Maintenance in Membership:** The written authorization for union dues deductions shall remain in full force and effect in accordance with the terms of the employee's signed authorization. The City shall rely on the Union's certification regarding the validity, continuation, and any revocation of such authorization. The City shall implement any changes to dues deductions only upon written notification from the Union.

G. **Written Notice:** The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

H. **Reasonable Access:** Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the City or established safety or security requirements.

ARTICLE 4: MANAGEMENT RIGHTS

A. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service and; determine the procedures and standards of selection for employment and promotion; train and direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of government operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; to exercise complete control and discretion over its organization and the technology of performing its work; and to make rules and regulations for its employees consistent with this MOU.

B. The City maintains the right to use qualified volunteers or reserves in the City service, provided such use does not adversely affect wages, hours, and other terms and conditions of employment of represented employees. Use of said individuals shall be in accordance with State law and regulations.

C. Nothing contained within the Article is intended to, in any way, supersede or infringe upon the rights of the recognized employee organization as provided under State and Federal law, including, but not limited to, California State Government Code Sections 3500 through 3510, inclusive.

ARTICLE 5: NO DISCRIMINATION

There shall be no discrimination because of race, creed, color, national origin, sex, sexual preference or legitimate Union activities against any employee or application for employment by the City and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for the employment position the applicant seeks. Nothing in this article shall in any way change current case law regarding employer's liability for discrimination nor shall it remove any defense currently or in the future with regard to employment discrimination.

ARTICLE 6: SALARY

A. Salary Ranges: Each job classification shall have a salary range consisting of six (6) steps, with a five percent (5%) increase between each step for all classifications. The salary range structure shall apply uniformly to all classifications within the bargaining unit. Advancement through the salary range shall occur on an annual basis, consistent with City personnel policies and procedures.

B. Call Back Pay/Standby Pay:

1. **Call Back Pay:** When an employee is called by the City Manager or designee to return to duty after completion of their normal scheduled shift, they shall be compensated a minimum of two (2) hours at the rate of time and one half (1.5x) their normal rate of pay. Any work performed beyond the initial two (2) hours shall also be compensated at time and one half (1.5x) for actual hours worked. Should an emergency arise that requires a maintenance employee to be called out by either the City Manager or designee, the maintenance employee shall receive time and one half time from the time he leaves his house to the time he returns. Phone calls not requiring a return to duty shall be compensated in fifteen (15) minute intervals at the rate of time and one half.

Cumulative time spent on the telephone in excess of fifteen (15) minutes shall be compensable as call back time. This applies only to telephone calls taken by the employee which do not require a return to work.

2. **Standby Pay:** Bargaining Unit employees required to be on standby outside of their normal working hours and will receive $4.00 for each hour of assigned standby time, as directed by the City Manager or designee. Should a wastewater treatment plant or Maintenance Worker employee be called out, premium pay will be paid for those hours worked outside of normal eight-hour day in addition to the standby pay. Standby employees responding to a call shall receive Call Back pay pursuant to the above Section.

   Effective July 1, 2028, standby pay shall be increased to four dollars and fifty cents ($4.50) for each hour of assigned standby time.

C. **Cost of Living Adjustments:** Cost of Living Adjustments shall be provided to all bargaining unit employees each year of this agreement effective July 1, 2026, 2027, and 2028 based on an average percentage change in the following two Consumer Price Index series for the period of April to April:

   - San Francisco-Oakland-Hayward, CA, Urban Wage Earners and Clerical Workers (Series ID: CWURS49BSA0); and
   - U.S. City Average, Urban Wage Earners and Clerical Workers (Series ID: CWUR0000SA0).

   The resulting average shall be subject to a minimum adjustment of two percent (2%) and a maximum adjustment of four percent (4%).

D. **Wastewater Treatment Plant Operators:** When a Wastewater Treatment Plant Operator License is required: Upon successful completion, the City shall pay for all out-of-pocket costs related to obtaining a Grade 2 or higher Wastewater Treatment Plant Operator's license, including paid time off for required classes and testing required during normal work hours. The City shall pay for the cost of Grade 2 or higher Wastewater Treatment Plant Operator license renewals.

E. **Operator in Training Program:** The parties agree to allow qualified employees to participate in the State's Operator in Training (OIT) program subject to the following conditions:

The City shall:

1. Reimburse for approved schooling, including course materials upon successful completion of the course.
2. Provide travel compensation to and from schooling and testing locations.
3. Pay for certification and test.
4. Allow adequate time working as an OIT to be qualified to become a Grade 1 wastewater treatment plant operator.
5. Pay employees regular salary for attending classes during their normal scheduled working hours. No overtime will be paid for attending classes.

Employees participating in the OIT Program shall:

1. Study on employee's own time.
2. Submit requests for City approval of qualified courses upon a submission of the complete program summary.
3. Timely schedule and pass tests and qualify for certification.
4. Apply with regulatory agencies for needed extensions.
5. Keep the City informed of progress and program status.
6. Track qualified hours and report their hours accomplished and needed to the City.

F. Pay Differential for Acting Supervisor

1. When an employee is assigned to perform the significant duties of a supervisory position for relief necessitated by a temporary vacancy caused by the incumbent' s absence of more than five (5) continuous working days, said employee shall receive 5% differential pay with the approval of the supervisor and/or the City Manager.

2. The 5% differential shall cease when the absent incumbent returns to duty.

G. Out of Class Pay: When an employee is assigned to do the work of a higher-paid classification (excluding supervisory classifications), said employee will be paid 5% out of class pay for the entire pay period in which the out-of-class work is performed.

H. Promotion: When an employee is promoted to a position with a higher salary range than the class from which he/she was promoted, the employee shall be appointed to that step in the higher salary range which will result in a minimum of a 5% salary increase.

I. Certification Pay: Employees will receive an additional 5% above their base pay for approved job-related certifications above what is required in their job classification. Certification pay is capped at 10% for each employee. In order to receive certification pay, the employee must have the certificate program approved by their supervisor and have received a satisfactory performance rating. Certifications for pay are approved at the sole

determination of the City and are subject to the operational needs of the City for continuance. Operator pay will be paid for current Operators in Training for a total of three years while obtaining required hours. Extensions may be provided at the discretion of the City.

J. **Safety Officer Pay:** Employees designated by the City as a Safety Officer shall receive five percent (5%) Special Assignment Pay above their base pay.

ARTICLE 7: OVERTIME

A. **Definition:** Authorized time of non-exempt employees worked in excess of either (8) hours per day and forty (40) hours in one (1) week shall constitute overtime. Employees on paid status for vacation CTO or holidays will not have such time count towards the 40-hour calculation.

B. **Policy:** It is the policy of the City of Colfax to keep overtime at a minimum consistent with the efficient operation of the City. Overtime must be authorized by the Department Head in advance and be in compliance with the overtime policy as set forth in the City's Personnel Rules and Regulations.

C. **Overtime Pay:** Overtime shall be paid at the rate of time and one half (1.5x) of the employee's base salary.

D. **Compensatory Time Off:** Employees may elect to receive compensation for overtime as Compensatory Time Off (CTO) at the rate of time and one-half (1.5) hours for each overtime hour worked. CTO will be capped at eighty (80) hours. Any overtime worked that would cause an employee's accrued CTO balance to exceed the cap shall be paid out as overtime pay.

E. **Employee Held Over After Conclusion of Regular Work Shift:** When an employee is held over after the conclusion of his/her regular work shift, the employee shall be paid at the rate of time and one-half (1 and ½) for hours worked in excess of his/her regular work shift. After 12 hours have elapsed from the start of the employee's work day, an employee who is held over shall be paid at the rate of double time (2) until the employee is released from work for an uninterrupted rest period of eight (8) hours.

F. **Meal Reimbursement:** If an employee is required to work four or more hours before or beyond his or her normal working day or on overtime for emergency purposes or for extended work periods of four or more hours in length on a day that is not the employee's regular work day, and the employee is not exercising flexible work hours, the employee shall

be reimbursed for the actual cost of a meal not to exceed $18.00, tax and tip included. Reimbursement is contingent upon the employee providing receipts.

ARTICLE 8: HOSPITAL-MEDICAL-DENTAL-VISION-LIFE INSURANCE AND OTHER BENEFITS

A. The City shall contribute up to the following amount per month towards the premium cost for City-provided medical, dental, vision, and life insurance coverage:

Coverage Tier	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028
Employee Only	$1,875.00	$1,875.00	$1,925.00
Employee Plus One	$1,950.00	$2,025.00	$2,100.00
Employee Plus Family	$2,100.00	$2,175.00	$2,250.00

Any premium costs above the applicable monthly contribution amount shall be paid by the employee.

B. Employees who decline to enroll in the City's medical benefits and who provide evidence to the City that they have medical benefits in place shall receive employee-only dental, vision, and life insurance coverage at no cost to the employee, and shall receive an in-lieu taxable stipend of four hundred dollars ($400) per month.

ARTICLE 9: RETIREMENT PROGRAM

A. Retirement Benefits:

1. Employees designated as "local miscellaneous members" by the City are currently provided retirement benefits under the Public Employees Retirement System's Local Miscellaneous 2% at age 60 Formula.

2. Employees are also provided retirement benefits under Social Security.

B. Retirement Contributions:

1. Employees shall pay the full employee contribution to PERS retirement as required by law.

2. The employee shall pay the full amount of the employee's contribution rate to Social Security.

C. PEPRA Retirement Contributions:

1. New Member Retirement Benefits: All employees hired after January 1, 2013 shall fall under the Public Employee Pension Reform Act, AB340, of the California State Code.

ARTICLE 10: HOLIDAYS

A. The following holidays shall be observed by the City:

1. January 1st (New Year's Day)
2. The third Monday in January (Martin Luther King Day)
3. One (1) Floating Holiday instead of Lincoln's Birthday
4. The third Monday in February (President's Day)
5. The last Monday in May (Memorial Day)
6. June 19th (Juneteenth)
7. July 4th (Independent's Day)
8. The first Monday in September (Labor Day)
9. The second Monday in October (Columbus Day/Indigenous Peoples' Day)
10. November 11th (Veterans Day)
11. Thanksgiving Day
12. The Friday immediately following Thanksgiving Day
13. December 24th (Christmas Eve)
14. December 25th (Christmas Day)
15. Every day designated by the President or Governor for public fast, thanksgiving, or holiday and approved by the City Council.

B. If any holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If any holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. Employees who are required to work on a designated holiday shall receive eight (8) hours of vacation leave or pay, in addition to compensation for hours worked as provided in D below.

D. Employees who work on a designated holiday shall be paid at one and one-half (1.5x) their regular rate of pay for all hours worked on the holiday.

E. No holiday pay shall be accrued while an employee is in unpaid status for more than thirty (30) consecutive calendar days.

F. Employees must be a City employee in January to receive the full floating holiday. Employees hired after January shall receive a prorated floating holiday based on the calendar quarter in which they are hired.

G. If a holiday occurs during an employee's approved vacation leave, the holiday shall not be charged against the employee's vacation leave balance.

H. When a recognized City holiday falls on a Tuesday, an employee may request to observe the holiday on the preceding Monday. When a recognized City holiday falls on a Thursday, an employee may request to observe the holiday on the following Friday. Such requests may be approved by the City Manager or designee based on operational needs and departmental staffing. Approval shall not be unreasonably withheld. An approved alternate holiday observance under this section shall be treated as the employee's holiday for pay purposes and shall not result in any loss of holiday pay or additional holiday benefit.

ARTICLE 11: SICK LEAVE

A. Use of Sick Leave: Sick leave may be taken for absences from duty made necessary by:

1. Personal illness, injury, or preventive care;
2. Medical, dental, or eye examination or treatment for the employee or a family member;
3. Diagnosis, care, or treatment of an existing health condition of the employee or a family member;
4. Hospitalization of a family member or member of the employee's household;
5. Care of a family member or member of the employee's household who is ill or injured, though not hospitalized; and
6. Reasons authorized by California law when the employee or a family member is a victim of domestic violence, sexual assault, stalking, or other qualifying acts.

A family member is defined as a spouse, registered domestic partner, child, stepchild, parent, parent of a spouse, stepparent, brother, sister, grandparent, grandchild, parent-in-law, designated person, or any member of the employee's household.

B. Sick Leave Accumulation: Sick leave with pay shall be granted to all full-time employees. An employee shall accumulate one (1) sick leave day per month while in paid status from date of hire until terminated or on leave without pay. Part time employees shall accrue sick leave on a pro rata basis based on the average hours worked per month.

C. Holidays During Sick Leave: Holidays and regular days off occurring while an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

D. Sick Leave Notification and Proof of Illness: In order to receive compensation while on sick leave, the employee shall notify their immediate supervisor in advance when the need for sick leave is foreseeable. If the need for sick leave is not foreseeable, the employee shall notify their immediate supervisor as soon as practicable.

E. State Disability Insurance Integration: The City agrees to integrate SDI benefits with sick leave. The employee shall pay required premium costs, which will be deducted from their

paycheck and transmitted to the State by the City. Employees shall advise the City of any communications from EDD within two work days of receipt.

ARTICLE 12: LEAVE WITH PAY

The following provide for leave with pay:

A. **Military Service:** Military leave shall be granted in accordance with State and Federal law.

B. **Jury Duty:** All employees occupying authorized regular positions shall be allowed to leave for jury duty upon presentation of jury notice to the department head or City Manager. The employee shall receive full pay for the time served on the jury. Monies received from the courts by the employee for jury duty will be deposited with the City of Colfax, with the exception of mileage reimbursement.

C. **Driver's License Renewal:** The City agrees that employees who are required as a condition of continued employment to maintain a valid California driver's license shall be granted up to three (3) hours paid time off for the purpose of completing the required Department of Motor Vehicle written exams.

D. **Bereavement Leave:** In the event of the death of an employee's immediate family member, the employee shall be entitled to up to five (5) workdays of bereavement leave for each occurrence. Up to three (3) workdays shall be leave with pay. Two (2) additional workdays shall be unpaid but protected leave. Employees may use accrued PTO to remain in paid status for any bereavement leave taken beyond the three (3) paid workdays.

   Bereavement leave may be used for attending funeral or memorial services, making arrangements associated with the death, grieving, or travel related to the death of the immediate family member. Bereavement leave does not need to be taken consecutively but must be completed within three (3) months of the date of death.

   For purposes of this Article, immediate family member shall include the employee's spouse, domestic partner, child, parent, sibling, grandparent, grandchild, and those relationships recognized by law as in-law, half, step, adopted, and foster family members.

   Employees shall notify their Department Head as soon as practicable after the death of an immediate family member of the dates for which bereavement leave is requested.

ARTICLE 13: VACATION

All regular employees occupying a position shown in the Annual Salary Program shall accrue vacation leave with pay as shown below:

A. **Vacation Leave Accrual:** Vacation leave with pay shall be credited to all employees at the following rates:

First two years of service:	10 days per year
Beginning of year three through four:	12 days per year
Beginning of year five through nine:	15 days per year
Beginning of year ten through fourteen:	20 days per year
Beginning of year fifteen through nineteen:	22 days per year
Beginning of year twenty and on:	25 days per year

B. **Payment for Unused Vacation Time:** When an employee terminates, fractional periods of vacation shall be calculated and credited to the employee's account. Compensation shall be at the employee's hourly rate.

C. **Vacation Leave Accumulation:**

1. Vacation credits are earned and shall vest as accrued. Accrued vacation credits may be carried over from year to year, subject to the maximum accrual set forth below.

2. Employees shall not accrue more vacation leave than two (2) times their annual vacation leave accrual rate in a calendar year. Employees who reach the maximum accrual amount shall cease accruing vacation leave until the amount of accrued vacation leave is reduced below the maximum accrual amount.

3. All eligible employees may use accrued vacation upon successful completion of probation, upon two (2) weeks' notice and approval from the appropriate department head.

4. Vacation credits shall not be earned during periods an employee is on unpaid status.

D. **Sickness During Vacation Leave:** Sickness occurring during vacation leave, upon reasonable verification if requested by the City, shall be considered sick leave and not charged against vacation leave.

E. **Vacation Leave Scheduling:** Requests for vacation leave shall be submitted in advance by the employee in writing to the Department Head. The Department Head shall approve or deny the vacation request within five (5) days from the date of the request.

ARTICLE 14: REST PERIODS

A. **Lunch Periods:** Employees are provided with an uninterrupted lunch period of one hour or one-half (1/2) hour for each eight (8) hours of work, or alternative work schedule.

B. **Rest Periods:** Employees are provided with two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift. During breaks, employees are considered to be under the direction and supervision of the City. Rest periods will generally not be taken within one (1) hour of an employee's start or end time.

   Rest periods will normally be taken at the assigned worksite. Employees may, with the supervisor's permission, leave the area as necessary to take care of their personal needs. Employees may be required to use the closest reasonably accessible facility for that purpose.

ARTICLE 15: SCHEDULING

A. Normal work week for bargaining unit employees will be eight hours per day, 40 hours per week. Work schedules for each position shall be as established by the Department Head. The Department Head may change such schedules from time to time based on the needs of departmental operations and with approval of the City Manager. The Department Head, with seven (7) calendar days prior notice, may require an employee to work an unscheduled day/shift and receive an otherwise scheduled work day/shift off in which case the work day/shift worked shall not be considered compensable at the overtime rate of pay. In no event may an employee's work schedule be changed during the same pay period when the primary purpose of such change is to avoid payment of overtime. Employees may flex their schedules upon mutual agreement between their Department Head or designee.

B. **Temporary Change in Schedule:** An employee whose regular work shift is temporarily changed so that his/her shift starts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% differential unless such temporary change in schedule is the result of a mutually agreed upon flextime arrangement or the employee is working overtime.

C. **Work Assignments:** The City shall give a ten-day written notice to an employee prior to a permanent change of assignment.

D. **Light Duty:** As determined by the City, the City agrees to provide for light duty assignments if available.

ARTICLE 16: SENIORITY

The principals of City seniority shall apply in, but not limited to, the following: promotion, layoff, vacation request, shift and days off bidding, etc. Provided, however, that due to the small size of the City workforce, strict application of seniority rules may be relaxed with respect to represented employees on a case-by-case basis after conferring with Union, if the City can demonstrate a specific need to vary from seniority basis.

ARTICLE 17: PROBATIONARY PERIOD

All new regular City employees will serve a six (6) month probationary period. During such probation an employee may be terminated for any reason and is not subject to the grievance procedure. A probationary period may be extended with the approval of the City Manager. The City may extend the probationary period as determined by the employee's supervisor with approval of the City Manager, two additional three (3)-month periods. If extended, a performance evaluation will be conducted at each three-month interval to determine possible permanent status. Probationary period will not exceed one year.

ARTICLE 18: PERFORMANCE EVALUATION REVIEW

A. Responsibility for Performance Appraisals:

1. It shall be the responsibility of the Department Heads and the Departmental Supervisors to prepare a performance appraisal for each employee assigned to them.

B. Frequency of Evaluations:

1. **Regular Employees:** A written performance appraisal shall be prepared at least annually for all employees within thirty days of their salary anniversary date.

2. **Merit Increase:** No merit increase approvals shall be implemented until the employee's performance appraisal is completed with a satisfactory or better rating justifying the merit increase. Employees who receive late evaluations that are satisfactory or above shall also receive retroactive pay back to their salary anniversary date.

C. Review and Distribution of Evaluation:

1. Each performance appraisal shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement or which are unacceptable. Employees shall be encouraged to comment about their work performance in a written statement attached to the appraisal within ten (10) working days of the performance appraisal.

2. The employee will be encouraged to sign the performance appraisal to acknowledge awareness of its contents and discussion of the appraisal with the evaluator. The employee shall be informed that his or her signature does not necessarily mean that the employee fully agrees with the contents of the report and the employee may so state on the report before signing.

3. A copy of the final approved performance appraisal shall be provided to the employee. The original shall be placed in the employee's personnel file.

ARTICLE 19: FITNESS FOR DUTY

A. The City may require an employee to submit to a medical examination by a physician designated by the City to evaluate the capacity of the employee to perform the essential functions of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head or designee, that the employee is unable to perform the essential functions of the employee's position based on a medical or psychological condition or poses a threat to self or others. The City shall pay the cost of such examination.

B. The physician shall make a written report to the City. Information provided by the City's physician shall be kept confidential. A copy of the physician's report shall be given to the employee. The physician's report shall include what, if any, reasonable accommodations the City may make to accommodate the employee.

C. If, after consideration of the report and other pertinent information, the City concludes the employee is permanently unable to perform the essential functions of his/her present position, the City and employee will engage in an interactive process meeting to review and discuss reasonable accommodations. The employee may be represented at the interactive process meeting by a representative of their choosing. If the City is unable to accommodate the employee, the City may demote or transfer the employee to an appropriate vacant position. If it is concluded that the employee is unable to perform the essential functions of his/her position and the employee cannot be demoted or transferred to another vacant position, the employee's employment with the City may be terminated. Any such action shall be considered non-disciplinary. An employee who is terminated because he/she is unable to perform the duties of his/her position shall be placed on paid administrative leave until the date of separation.

D. An employee demoted or terminated pursuant to this section may elect, at the employee's cost, to an examination by a physician of the employee's choice. If the employee's physician finds the employee fit to perform his/her job duties the employee shall have the

right to submit the matter to binding arbitration, pursuant to the Step 4 of the grievance procedure contained herein.

E. After weighing the evidence submitted by both parties, the employee shall be reinstated if the arbitrator determines that the employee is fit to perform the essential functions of his/her former position. The arbitrator may elect to make an employee whole.

ARTICLE 20: FILLING PERMANENT VACANCIES

A. Whenever a vacancy occurs in a job assignment, the vacancy and duties of the position shall be posted for a period of ten (10) calendar days. Employees holding career status in the classification allocated to that position, and who are assigned to the particular operation in which the vacancy arises, may request to be reassigned to fill said vacancy. The City shall give first consideration to those employees making such requests before considering any other persons for the vacancy.

B. In the event more than one qualified employee requests to fill said vacancy, the assignment shall be based on classification seniority (or in the case of a tie, highest position on the eligible list) provided relative experience and capability in performing the required job functions and relative disruptive effect on the established work schedule are equal as determined by the City.

ARTICLE 21: LIMITED TERM EMPLOYEE (DEFINED)

A Limited Term assignment may be appointed by the City Manager for the purpose of filling the needs of the city for a period of not more than four (4) months and can only be extended by mutual agreement of the Union and the City.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

A. Notice of Layoff: The City Manager shall give at least three (3) weeks advance written notice to regular employees to be laid off. Such notice shall also be furnished to the Union. Layoffs are subject to Meet and Confer.

B. Order to Layoff: Layoffs shall be by job classification in reverse order of seniority as determined by length of continuous service with the City in fulltime, non-probationary status. Layoffs and leaves of absence without pay shall be bridged in computing the employee's length of continuous service.

C. **Bumping Rights:** A regular employee who has achieved fulltime, non-probationary status at the time of layoff may displace the least senior employee in the lower classification provided, however, that the employee to be laid off has greater seniority than the least senior employee in the lower classification and further provided that the employee to be laid off held permanent status in that lower classification.

D. **Re-employment:** A regular employee who has achieved fulltime, non-probationary status at the time of layoff shall have the employee's name placed on a re-employment list which shall be maintained for twenty-four (24) months from the time of layoff.

E. Employees on the re-employment list shall be first called by seniority to fill openings in the classification from which the employees were laid off before other employees are hired to fill those openings. Employees bumped as a result of layoff shall be allowed to return to openings in the position from which they were bumped by seniority at the salary for the position to which the employee returns. Employees restored to previously held positions shall be deemed to have returned from a leave of absence for the purpose of all rights and benefits legally permissible.

ARTICLE 23: UNIFORMS FURNISHED AND MAINTAINED

A. **Washing and Drying Facilities:** The City shall provide and maintain washing and drying facilities for the purpose of laundering uniforms and work apparel. Employees shall be provided scheduled time during work hours to start laundry loads, transfer loads, remove completed loads, fold uniforms and work apparel, and prepare such items to take home.

B. **Shirts:** The City shall furnish Public Works Department employees with ten (10) uniform shirts. In the event uniform shirts are damaged due to work-related use or experience normal wear and tear requiring replacement, the City shall provide replacement shirts upon verification of such condition.

C. **Uniform and Work Apparel Reimbursement:** Public Works Department employees shall be eligible for reimbursement upon submission of receipts for the following items:

1. **Safety Boots:** Up to three hundred twenty-five dollars ($325) annually for safety boots required by the City.

2. **Safety Jackets:** Up to two hundred fifty dollars ($250) annually for high-visibility safety jackets or equivalent outerwear approved by the City.

3. **Uniform Pants:** Up to six hundred fifty dollars ($650) annually for uniform pants, including jeans, carpenter-style work pants, cargo work pants, industrial twill work pants, duck canvas work pants, or other durable work pants approved by the City.

D. **Work-Related Damage:** In the event safety boots, high-visibility safety jackets, uniform pants, or other uniform items are damaged due to work-related use and require replacement outside of the annual reimbursement limits, employees may submit the damaged item to the City for review. With approval of the City Manager or designee, the employee may be authorized for replacement.

ARTICLE 24: HEALTH AND SAFETY

A. **Safety Equipment:** Safety equipment is supplied by the City of Colfax to its personnel. All employees shall possess and have immediately available for their use those items of safety equipment issued and which are described by City regulations. Furthermore, the City agrees to provide and maintain a safe and healthy work environment.

B. **Inoculations:** The City shall pay for all inoculations required by the State of California, or as required by the City.

ARTICLE 25: TUITION RIEMBURSEMENT AND TRANINGS

A. **Tuition Reimbursement:** The City shall reimburse employees up to $1500.00 per fiscal year for the expenses they have incurred for tuition and books in taking a City approved college or university level course. Only courses, which relate to the employee's current position with the City or would prepare the employee for advancement within the career field, will be considered as eligible for tuition reimbursement. Reimbursement shall not be made until the employee submits documentation of expenses and successful completion of the course with a grade of "B" or better. In order to be eligible, an employee must submit a plan by May 1st for the upcoming budget year. Late requests may be approved at the discretion of the Department Head.

B. **Training Courses:** Upon approval of the Department Head, employees may be authorized to attend job-related training programs during regular working hours. When the needs of the City services so require, the appointing authority may direct an employee to attend a meeting or conference as part of the professional training required for the position. When such attendance is authorized or directed, payment for training-related expenses shall be paid by the City in accordance with authorized travel expense reimbursement in Article 29 B, Mileage Reimbursement, and shall be distinct from the compensation paid for time worked.

ARTICLE 26: DISCIPLINARY ACTION

The following procedure shall be adhered to for non-emergency suspension, discharges and disciplinary actions of regular represented employees:

A. Disciplinary Procedure:

1. The concerned employee shall be given written notice of the proposed action within seven (7) calendar days from the date the appointing authority becomes aware of an incident to take the appropriate disciplinary action. Such written notice shall include a statement of the reasons why the disciplinary action is being proposed and shall include a copy of the changes being considered by City management in addition to a statement of employee rights appropriate to the preliminary notice.

2. The employee shall be shown the documents or materials upon which the disciplinary action is based; and if practical, he or she shall be supplied with a copy of those documents.

3. After being given a reasonable opportunity to review the documents and materials set forth in paragraphs 1 and 2, above, the employee shall, within ten (10) days, be given the right to request a meeting, or respond either orally or in writing (at the option of the employee), to the authority initially imposing discipline. This meeting and/or response shall constitute a "Skelly" hearing.

4. Proposed discipline shall only be imposed after employee receipt of the City's decision following the response meeting ("Skelly" hearing).

5. Prior discipline may be considered in determining the appropriate level of discipline in the administration and enforcement of City work rules, and is not subject to the written notice requirement in Article 22 (A) 1 Notice of Layoff.

6. Employees shall have the right to appeal the decision of the City. Appeals may be filed for binding arbitration pursuant to Step 4 of the grievance procedure in Article 27 of this Agreement.

B. Suspension: The Department Head, with prior approval of the City Manager, may suspend an employee without pay from his/her position at any time for cause, not to exceed three (3) working days in any one suspension or more than ten (10) working days in one fiscal year. Such suspensions shall be reported immediately to the City Manager. The City Manager may suspend an employee at any time for cause for a period not to exceed thirty (30) working days in any fiscal year.

C. **Demotion:** The City Manager may demote an employee whose ability to perform the required duties of his/her position fall below standard or for disciplinary purposes. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

D. **Reduction in Salary:** The appointing authority may, with prior City Manager approval, within the minimum and maximum salary range for the position, reduce or decrease the salary level of an employee whose ability to perform the required duties of his/her position falls below standard, or for disciplinary purposes.

E. **Discharge:** An employee in the career service may be discharged for cause at any time by the City Manager. Any employee who has been discharged shall receive a written statement of the reasons for such action at the time of discharge.

F. **Cause for Discipline:** Disciplinary action up to and including termination may be taken for any of the following:
   1. unauthorized absence
   2. the commission of conviction of any felony or any other crime involving moral turpitude
   3. disorderly conduct
   4. incompetence or inefficiency
   5. insubordination
   6. intoxication while on duty or on standby
   7. neglect of duty
   8. willful or negligent damage to public property or waste of public supplies or equipment
   9. violation or negligent damage to public property or waste of public supplies or equipment
   10. willful violation of any of the provisions of the Ordinances of the City, these rules or others promulgated by the City Manager as Administrative Orders

G. **Aggrieved Employee Representation:** An aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.

ARTICLE 27: GRIEVANCE PROCEDURE

Definition: A grievance shall be defined as any claimed violation, misinterpretation, inequitable application or non-compliance with provisions of a collective bargaining agreement, or resolutions, rules, regulation, or existing practices affecting the status or working conditions of City employees.

Right to File and Representation: A grievance may be filed by an employee on the employee's own behalf, or jointly by any group of employees or by an employee organization.

An aggrieved employee may be represented by any person or organization of the employee's choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in the representation unit, in which the aggrieved employee is included, is entitled to be present at all meetings, conferences and hearings. Disciplinary appeals shall be submitted directly to Step 4 of the grievance procedure.

The City shall act as a central repository for all grievance records. Any time limit may be extended only by mutual agreement of the parties.

A. **Informal Grievance Procedure:** Within five (5) working days of the event giving rise to a grievance, the grievant shall present the grievance informally for the disposition by the immediate supervisor, or at any appropriate level of authority. Presentation of an informal grievance shall be prerequisite to the institution of a formal grievance.

B. **Formal Grievance Procedure:** If the grievant believes that the grievance has not been redressed through the informal grievance procedure within five (5) working days from the date grievant informally presented the event giving rise to a grievance to his/her immediate supervisor, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by completing a memorandum and filing it with the Department Head.

   Step 1 - Within ten (10) working days after a formal grievance is filed, the Department Head shall investigate the grievance and confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

   Step 2 - If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more that five (5) working days from his/her receipt of the Department Head's decision, request consideration of the grievance by the City Manager by so notifying the City Manager. Within ten (10) working days after such notification, the City Manager shall investigate the grievance, confer with the person affected and their representatives to the extent he deems necessary, and render a decision in writing. The City Manager shall advise the grievant, in writing, of the decision. If the decision does not resolve the grievance to the satisfaction of the grievant, the grievant may proceed to Step 3.

   Step 3 - Mediation. With the approval of all parties, the California State Mediation and Conciliation Service shall mediate any grievances or disciplinary actions before going to Step 4.

Step 4 - Binding Arbitration. If the City Manager or the designated representative fails to respond in writing as provided in Step 2, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Manager within ten (10) working days of receipt of the decision.

1. **Selection of Arbitrator:** A list of five (5) arbitrators shall be provided by the State Mediation and Conciliation Service. Selection of the arbitrator shall be made by the parties alternating striking names from the list until one remains.

2. **Decision:** In all cases the decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete or alter any provisions of the Agreement, but shall limit his/her decision to the application and interpretation of its provisions.

3. **Cost:** The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

4. **Witnesses:** The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 28: PERSONNEL FILES

An employee or employee's representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file. The City shall furnish copies of all performance evaluation reports and letter of reprimand or warning to the employee prior to placement of such documents into the employee's personnel file. The employee shall be required to acknowledge the receipt of any document entered into the employee's personnel file without prejudice to subsequent arguments concerning the contents of such documents.

ARTICLE 29: HOME RETENTION OF CITY VEHICLES/ MILEAGE

A. **City Vehicle:** Home retention of City vehicles may be permitted with the prior approval of the City Manager.

B. **Mileage Reimbursement:** When authorized by the City for the employee to drive their private vehicle, the City will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

ARTICLE 30: CATASTROPHIC LEAVE PROGRAM

A. Regular full-time employees may voluntarily donate vacation or CTO hours to another regular employee based on the following criteria:

1. To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, e.g., cancer, heart attack, stroke, serious injury, etc., or death in the immediate family and must have exhausted all personal vacation, sick leave, and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.

2. Donations must be made to a specified individual only.

3. The person receiving the donated hours must have achieved regular status with the City.

4. Donated vacation or CTO hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate.

5. Example: Employee A is paid at ten dollars ($10) per hour and donates one hour to employee B who is paid at five dollars ($5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half (1/2) hour increment. Once donated, vacation or CTO hours cannot be reclaimed by the donor.

6. The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty (2080) hours, there must be a favorable prognosis for recovery and a predictable date of return to work.

7. In no event shall donated time have the effect of altering the rights of the City or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.

B. The Union shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the City and the Union.

ARTICLE 31: FULL UNDERSTANDING MODIFICATION WAIVER

A. The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

B. Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of union representation for a proposed MOU between the parties to be effective on or after June 30, 2029.

ARTICLE 31: SEVERABILTY OF PROVISIONS

Should any provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidations of such provisions shall not invalidate the remaining portions thereof; and such remaining portions shall remain in full force and effect for the duration of the MOU.

ARTICLE 32: PREVAILING RIGHTS

All matters within the scope of meeting and conferring that have previously been adopted through rules, regulations, ordinances, or resolutions which are not specifically superseded by this Memorandum of Understanding, shall remain in full force and effect through the term of this Agreement.

DATE: 7/9/2026

IUOE, Stationary Engineers, Local 39:

Tim Eggen, Business Manager

Jeff Gladieux, President

City of Colfax:

Caroline McCully, Mayor

Ron Walker, City Manager

IUOE, Stationary Engineers, Local 39:

Brandy Johnson, Director of Public Employees

Jeremy Burch, Business Representative

Matthew Anderson, Bargaining Team Member

Casey Merrill, Bargaining Team Member