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**RESOLUTION NO. R-53-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON  
GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED  
EXECUTIVE GROUP EMPLOYEES**

**WHEREAS**, the City of Colton ("City") first created a combined compensation and benefits resolution for the "executive unit", a group of unrepresented employees, by Resolution R-69A-01;

**WHEREAS**, the City has since split the executive unit into an Executive Group and a Confidential Group, and the City thereby amended the Executive Group compensation and benefits package on 3-1-11 by Resolution R-10-11;

**WHEREAS**, the City now desires to amend the Executive Group compensation and benefits package in order to make a few adjustments for the Fire Chief, as well as to make other clarifying changes and to update the Executive Group membership titles;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:**

**ARTICLE I**

**GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS**

**Section 1. Title of Resolution.** This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Colton.

**Section 2. Term of Resolution.** This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

**Section 3. Statement of Purpose.** This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Executive Group employees.

**Section 4. Members of Executive Group.** The Executive Group is made up of employees holding the following positions in a full-time capacity:

Community Services Director  
Development Services Director  
Electric Utility Director  
Fire Chief  
Management Services Director  
Police Chief  
Public Works Director

1 In addition, any other position created by the City Council and specifically designated  
2 by the City Council to be included in the Executive Group shall be included, even  
before this Resolution is amended accordingly.

3 Section 5. At-Will Employment; Agreements. Employees within the  
4 Executive Group are at-will employees, and are subject to termination with or without  
5 cause or notice, and without right of appeal or hearing. As provided for in Colton  
6 Municipal Code Section 2.16.070(B)(5), the City Manager may enter into at-will  
employment agreements with Executive Group employees.

7 Section 6. Management Rights; Working Hours/Days. The City and City  
8 Manager retain all management rights and have no meet and confer obligations with the  
9 Executive Group. Within management rights, the City Manager reserves the right to  
10 change the work schedule, working hours, and working days of any Executive Group  
11 employee. Such changes include requiring Executive Group employees to work a 9/80  
(i.e., alternating Fridays off) or Monday through Friday. A two-week notice will be  
12 provided prior to said change(s) being made.

## 13 ARTICLE II COMPENSATION

14 Section 1. Salary Table; Salaries. The salary range for Executive Group  
15 employees shall be as provided in the City's comprehensive salary table, as such table  
16 may be amended from time to time. The table was last adopted by the City Council on  
17 August 7, 2012 to be effective as of May 15, 2012. The specific base salary to be paid  
to individual Executive Group employees shall be provided in an at-will employment  
18 agreement executed between the City Manager and employee, which amount shall be  
within the approved range for their position.

19 Section 2. Salary Reductions. All Executive Group employees have  
20 agreed to the following reductions from their base salaries, which shall be reflected in  
21 amendments to their at-will employment agreements: (1) effective July 1, 2011, the  
22 Police Chief's base salary shall be reduced by one percent (1%); (2) effective July 1,  
23 2012, the Police Chief's base salary shall be reduced by an additional two percent  
24 (2%) if, and only if, the Colton Police Officer's Association incurs a two percent (2%)  
25 salary reduction following the jointly completed salary survey noted in their MOU; (3)  
26 effective July 1, 2013, the Police Chief's base salary shall be reduced by an additional  
27 two percent (2%) if, and only if, the Colton Police Officer's Association incurs a two  
28 percent (2%) salary reduction following the jointly completed salary survey noted in  
their MOU; and (4) effective July 1, 2011, the base salaries of all other Executive  
Group employees shall be reduced by five percent (5%). In addition, the City Manager  
shall have the right to reduce any Executive Group employee's salary by up to five  
(5%) if said employee does not perform the duties and responsibilities of their job  
classification. The amount of time for the reduction in salary shall be at the discretion  
of the City Manager.



1 Notwithstanding the foregoing, if before July 1, 2012 the City approves or  
2 adopts a memorandum of understanding with any bargaining unit of the City that does  
3 not include a requirement that each employee pay its full employee contribution to  
4 PERS (e.g. 8% for "miscellaneous" members or 9% for "safety" members), the City  
5 shall once again pay four percent (4%) of the "miscellaneous" members' employee  
6 contributions and the full nine percent (9%) of the "safety" members' employee  
7 contributions on a prospective basis from the date of approval or adoption of the  
8 memorandum of understanding.

9 Section 3. Retirement – PERS Fourth Level Survivor Benefit. The City  
10 will provide PERS 1959 Fourth Level Survivor benefits to all Executive Group  
11 miscellaneous employees, as set forth in Sections 21571 - 21583 of the Government  
12 Code.

13 Section 4. Retirement – Retiree Medical.

14 A. Effective October 1, 2003, Executive Group employees who  
15 retire, with either a service or disability retirement, from City employment may, at the  
16 retiree's discretion, choose to enroll in any available City-provided health insurance  
17 plan. Employees who retire shall be eligible for City-paid medical insurance coverage  
18 until eligible for Medicare based on the formula set forth below. Upon becoming  
19 eligible for Medicare, the employee may maintain medical insurance with the City by  
20 paying one hundred percent (100%) of his/her premium and any related spouse or  
21 dependent\* premium. If the retiree is ineligible for Medicare benefits, the City will  
22 continue to pay the premiums under the formula set forth below, provided the  
23 employee remains eligible for coverage under the City-provided health insurance  
24 plan. The retiree is responsible for any portion of the health care premium (including  
25 any applicable spouse or dependent coverage) not covered by this  
26 formula. Participation in any health insurance plan, whether at the City's or the  
27 employee's expense, is subject to any rules and conditions imposed by the carrier, as  
28 well as contingent upon the carrier's approving the enrollment of the retiree and any  
applicable spouse or dependent. Further, the retiree, spouse or dependent shall be  
financially responsible for complying with any carrier-imposed rule or  
condition. Retirees shall receive premium dollars based on the following:

Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
5	40%	18	66%
6	42%	19	68%
7	44%	20	70%
8	46%	21	72%
9	48%	22	74%
10	50%	23	76%
11	52%	24	78%
12	54%	25	80%

13	56%	26	82%
14	58%	27	84%
15	60%	28	86%
16	62%	29	88%
17	64%	30	90%

Notwithstanding the foregoing chart, the Fire Chief who holds such position as of August 7, 2012 shall be entitled to receive ninety percent (90%) of Cafeteria Dollars upon reaching twenty (20) years or more of service with the City. All other terms and conditions of this Article III Section (4) shall remain the same for such Fire Chief.

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

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

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

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

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

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

H. Surviving Spouse and Dependent Coverage in the Event of Death of the Retiree. In the event of the death of the retiree who is survived by a spouse or legal dependent, enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue to provide health coverage subject to the

1       aforementioned schedule/formula, subject to other terms and conditions that apply to  
2       the Medicare age excess billing, relocation, premiums, etc.

3               \*       Dependents are defined as spouse and/or any qualified legal dependent.

4               Section 5.     Retirement – Social Security. In the event the City and its  
5       employees are required to participate in the Federal Social Security Program, the  
6       contribution designated by law to be the responsibility of the employee shall be paid in  
7       full by the employee and the City shall not be obligated to pay or “pick up” any  
8       portion thereof.

9               Section 6.     Medicare. Executive Group employees hired by the City on or  
10       after April 1, 1986 shall be required to pay the designated employee contribution to  
11       participate in the Medicare Program, and the City shall be under no obligation to pay  
12       or “pick up” any such contributions.

13              Section 7.     Automobile Allowance. Automobile allowances for Executive  
14       Group employees no longer exist. Executive Group employees may submit  
15       reimbursement requests for mileage used in a personal vehicle for official City  
16       business. The reimbursement rate shall be the I.R.S. allowable rate, and all  
17       reimbursements and documentation supporting the same shall be in accordance with  
18       City policy. The application of this section supersedes any at-will agreements which  
19       provide for a separate automobile allowance. Notwithstanding the foregoing, at the  
20       City Manager’s option the Police Chief, Fire Chief and Public Works and Utilities  
21       Services Director may be provided with an official City vehicle for their exclusive use.  
22       The City will maintain the vehicle and provide fuel for the vehicle at the City’s  
23       facilities. The vehicle shall not be operated by persons other than these assigned  
24       employees, except that other employees of the City may use the vehicle for official  
25       City business with the consent of the respective Chief or Public Works and Utilities  
26       Services Director. The City understands that since the Police Chief, Fire Chief and  
27       Public Works and Utilities Services Director will remain on-call at all times, the  
28       vehicle may be used for personal as well as official business; provided, however, the  
29       vehicle shall never be used for personal use outside of the seven Southern California  
30       counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego,  
31       Ventura and Santa Barbara.

32              Section 8.     Severance Pay. As part of their at-will employment agreement,  
33       the City Manager may provide an Executive Group employee with a termination  
34       without cause severance payment. For any Executive Group employee hired after  
35       March 1, 2011, the amount of the severance payment shall be up to the unexpired term  
36       of the agreement or three (3) months, whichever is less.

37              Section 9.     Health Insurance. Effective January 1, 2004, the city converted  
38       to a Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Executive  
39       Group employees will receive a monthly allowance of nine hundred and ninety dollars  
40       (\$990) from which they can choose health insurance, dental insurance and vision. In  
41       addition, supplemental insurance opportunities will be provided in order for employees

1 to purchase supplemental medical insurance and childcare coverage through pre-tax  
2 dollars.

3 The cafeteria allowance is established by the City Council. Any changes made  
4 to the cafeteria allowance shall be provided to the Executive Group employees, as is  
5 required under IRS Section 125 rules and regulations.

6 On January 1, 2006, the maximum differential provided to the employee may  
7 cap out at \$500.

8 In those instances where the employee's medical insurance premium is less  
9 than the City's monthly contribution, the difference between said cafeteria dollar  
10 amounts shall be provided in the form of a bi-monthly cash disbursement (payable 24  
11 times per year). Cash disbursement to the employee is subject to tax, pursuant to the  
12 tax codes.

13 Section 10. Term Life Insurance. The City shall provide Executive Group  
14 employees term life insurance coverage in the amount of one hundred thousand dollars  
15 (\$100,000). A nominal monthly amount of approximately twelve dollars (\$12.00) will  
16 be added as taxable income for the additional fifty thousand dollars (\$50,000)  
17 coverage over the I.R.S. threshold for a taxable benefit.

18 Section 11. Long-Term Disability Insurance. The City shall provide  
19 Executive Group employees with a long-term disability program. The terms of the  
20 plan shall be more fully set forth in the plan documents; however, effective November  
21 1, 2003, it shall provide for up to five years of coverage at 66 - 2/3% of the first  
22 \$7,000 of the employee's base salary, reduced by any deductible benefits. The  
23 elimination period is defined as the first 30 calendar days of each period of total  
24 disability. The employee may choose to supplement the disability allowance with  
25 accumulated paid leave, up to a maximum of 100% of base salary including the  
26 disability allowance. However, should the employee elect to use sick leave, the  
27 equivalent dollar value shall be deducted from the disability allowance.

28 Section 12. Tuition Reimbursement. All Executive Group employees may  
be reimbursed up to two thousand five hundred dollars (\$2,500) per employee, per  
fiscal year, for one hundred percent (100%) of tuition and textbook costs, so long as  
funds are available. Such expenditure must enhance furtherance of City or continuing  
educational goals. Requests for such reimbursement must be approved by the City  
Manager after the successful completion of the course. The educational development  
shall not be considered as time actually worked for purposes of computing overtime,  
and normally shall not occur during regular work hours unless approved in advance by  
the City Manager.

Section 13. Annual Physical Examination/Medical Reimbursement. The  
City shall provide an annual (fiscal year) physical allowance of one thousand dollars  
(\$1,000) to Executive Group employees, to include reimbursement for non-covered

1 medical, dental, or vision expenses and/or deductibles for employee and covered  
2 dependents.

3 Section 14. Uniforms. Effective May 15, 2012, the Fire Chief shall receive  
4 eighty-eight dollars and ninety-four cents (\$88.94) per month for uniform allowance,  
5 and shall be entitled to the following scheduled replacements: Pants, dark blue Nomex,  
6 2 pair every 12 months; Shirts, 2 dark blue Nomex button-up or the dark blue uniform  
7 t-shirts with the embroidered rank on the front, with the Fire Chief selecting either  
8 shirt or any combination not exceeding the value of 2 Nomex button-up shirts at the  
9 date of purchase, replaced every 12 months; Jacket, dark blue, 1 every 24 months;  
10 Belt, 1 every 24 month. In addition, pants, shirts, jackets, shoes and belts which  
11 become damaged beyond repair while in the performance of duty shall also be  
12 replaced by the City. The Police Chief shall receive seventy dollars (\$70.00) per  
13 month for uniform allowance. Such allowance shall be paid on the last pay period in  
14 June. Such payment shall be for the prior year and shall be prorated for employees not  
15 working the full year.

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18 **ARTICLE IV**  
19 **LEAVES**

20 Section 1. Administrative Leave. Each Executive Group employee shall  
21 receive eighty (80) hours annual administrative leave per fiscal year. An employee  
22 may not carry-over unused leave from year to year. However, at the end of each fiscal  
23 year, employees may elect to have the City buy back up to sixty (60) hours of unused  
24 administrative leave. The cash value shall be computed as the hourly equivalent of the  
25 employee's base salary at the time of cash-out.

26 Section 2. Vacation Leave - Accrual. Subject to the City Manager's  
27 rights provided for in Colton Municipal Code Section 2.16.070(B)(6), all Executive  
28 Group employees shall accrue vacation time in accordance with the following:

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

Vacation leave accrual ceases when maximum accrual is reached.

1 Notwithstanding anything in this section to the contrary,  
2 employees do not accrue vacation time during the first six months of  
3 employment. Vacation time shall be deemed credited during this period  
4 with accrual effective upon employee's monthly anniversary date.  
5 Vacation accrual may be accumulated to not more than the appropriate  
6 maximum accumulation, except upon written request of the affected  
7 employee and approval of the City Manager. In this event, an employee  
8 may be permitted to exceed the maximum accumulation by an amount  
9 not in excess of his accrual for a four-month period.

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

15 Previous City employment periods, during which vacation was  
16 accrued, may be considered as continuous service for the purpose of  
17 computing vacation rate upon the written request of the appointing  
18 authority and approval of the City Manager.

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

21 Section 3. Vacation Leave – Use. It is the intent that vacation time be used  
22 in time increments sufficiently long to permit the employee an adequate period of rest.  
23 The use of vacation time in less than weekly increments is to be discouraged. In no  
24 event may vacation be taken in increments of less than one-hour or for a period  
25 exceeding the number of accrued whole days, except upon the approval of the City  
26 Manager.

27 The City Manager may authorize an eligible employee to incur a negative  
28 vacation balance of up to forty (40) hours.

Vacation shall not be taken during the first six months of service. Vacations  
shall be taken at times determined by the City Manager with due regard for the wishes  
of the employee and for the needs of the service.

In the event one or more City holidays fall within an annual vacation leave,  
such holidays shall not be charged as vacation leave and the vacation leave shall be  
extended accordingly.

Section 4. Vacation Leave – Buy Back. At the end of each fiscal year,  
Executive Group employees may elect to have the City buy back up to forty (40) hours  
of vacation leave, provided a minimum of one hundred (100) hours is retained after

1 buy back. The cash value shall be computed as the hourly equivalent of the  
2 employee's base salary at the time of cash-out.

3 Section 5. Holiday Leave. Each Executive Group employee working  
4 regularly scheduled 4/10 hour days shall receive the following ten (10) hour holidays,  
5 unless otherwise noted:

- 6 New Year's Day
- 7 Martin Luther King's Birthday
- 8 Presidents' Day
- 9 Memorial Day
- 10 Independence Day
- 11 Labor Day
- 12 Columbus Day
- 13 Veterans' Day (to be observed on second Monday in November)
- 14 Thanksgiving Day
- 15 Christmas Eve
- 16 Christmas Day
- 17 New Year's Eve

18 In addition, Executive Group employees shall receive twenty (20) floating  
19 holiday hours, accrued each fiscal year on the first payroll period in July.

20 For employees working a 4/10 work schedule, if Christmas Eve, New Year's  
21 Eve, Christmas Day or New Year's Day fall on a regularly scheduled day off, ten (10)  
22 hours shall be added to the floating holiday bank to be used by December 31<sup>st</sup> of the  
23 following year, except for New Year's Day which will be used by the end of that year.

24 For employees working a 4/10 work schedule, when one of the fixed holidays  
25 falls on a Friday, the preceding Thursday shall be treated as a paid holiday; when a  
26 holiday falls on a Saturday, ten (10) hours shall be added to the employee's floating  
27 holiday bank; when a holiday falls on a Sunday, the following Monday shall be treated  
28 as a paid holiday.

29 Section 6. Sick Leave - Accrual. Subject to the City Manager's rights  
30 provided for in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group  
31 employees shall accrue sick leave with pay at the rate of eight (8) hours for each  
32 calendar month of service. Sick leave shall not be considered as a privilege, which an  
33 employee may use at his/her discretion, but shall be allowed only in case of necessity  
34 and actual sickness or disability. Unused sick leave shall be accumulated at the rate of  
35 ninety-six (96) hours a year for full-time employees. There shall be no limit on the  
36 amount that can be accumulated.

37 Section 7. Sick Leave - Reports. In order to receive compensation while  
38 absent on sick leave, the employee shall notify the City Manager prior to or within four  
39 (4) hours after the time set for beginning his/her daily duties, or as may be specified by  
40 the City Manager. When absence is for more than three (3) work days, the employee

1 shall file a physician's certificate or a personal affidavit with the City Manager, stating  
2 the cause of the absence.

3 Section 8. Sick Leave – Family Attendance. Employees shall have the  
4 option of using sick leave for attendance to family members, in an amount not to  
5 exceed the amount of six (6) months sick leave accrual, or the employee may elect to  
6 take leave without pay for attendance to family members. Family members include the  
7 employee's father, father-in-law, mother, mother-in-law, step-parent, brother  
8 brother-in-law, sister, sister-in-law, wife, husband, child, step-child, grandparent, grandchild or  
9 domestic partner.

10 Section 9. Sick Leave – Accumulated Hours at Termination. Except as  
11 otherwise herein stated, accumulated sick leave is lost when the employee is  
12 terminated. In no event shall employees who have not worked for the City as regular  
13 paid employees for more than five (5) years be entitled to use sick leave to defer  
14 termination of their employment by the City, nor shall they be compensated for sick  
15 leave upon such termination for any reason, including, but not limited to, retirement.

16 An employee who is granted a service or disability retirement or otherwise is  
17 terminated from employment for any reason shall be compensated for a certain  
18 percentage of his/her accumulated unused sick leave (if and only if he/she has at least  
19 five (5) years of regular paid City service) by payment in a lump sum. That sum is  
20 determined as follows: The number of hours of sick leave accrued, multiplied by the  
21 hourly equivalent of the employee's base salary at the time of retirement or  
22 termination, multiplied by a percentage as follows:

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

27 The Fire Chief and Police Chief, who by state law are entitled to up to one (1)  
28 year of salary while temporarily disabled due to job incurred injuries, shall not be  
entitled to use sick leave to defer their retirement for disability. Such personnel are not  
entitled to use sick leave for job incurred injuries. With regard to such personnel, they  
shall be retired as soon as it is determined that they are permanently disabled from  
performing the duties of their position. Upon it being determined that such a person is  
permanently so disabled, if he/she immediately applies for and consents to his/her  
retirement, then and only then, shall he/she be entitled to payment for accumulated  
sick leave. Such payment shall be computed as described above.

Section 10. Sick Leave – Buy Back. At the end of each fiscal year,  
Executive Group employees may elect to have the City buy back sick leave subject to  
the following requirements:

1           A.     The cash value shall be computed as the hourly equivalent of the  
2 employee's base salary at the time of cash-out;

3           B.     The employee must have a minimum number of years of service  
4 with the City and a certain minimum number of hours must be retained after buy back;  
5 and

6           C.     The following number of hours may be bought back on a fiscal  
7 year basis:

8           Min. Years 9           Of Service	10           Number of Hours 11           Buy Back	12           Minimum Hours 13           Sick Leave Retention
14           3	20	100
15           4	30	200
16           5	40	300
17           6	50	400
18           7	60	500
19           8	70	600
20           9	80	700
21           10	90	800
22           11	100	900
23           12	120	1,000

24           Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40)  
25 hours per occurrence and a maximum of two (2) occurrences per fiscal year may be  
26 taken by Executive Group employees with pay as bereavement leave. Such leave may  
27 be used in the case of the death of the eligible employee's father, father-in-law,  
28 mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband,  
child, grandchild, grandparent or grandparent of spouse. These hours shall not be  
eligible to be carried forward beyond the fiscal year. The City reserves the right to  
require reasonable verification of the need for such leave.

29           Section 12. Medical Leave. A medical leave of absence is defined as an  
30 approved medical leave for regular full-time employees who have exhausted accrued  
31 sick leave and requested leave of absence without pay. Employees on leave of absence  
32 without pay for more than three (3) consecutive months due to an industrial injury are  
33 eligible for the benefits described below. Employees on an approved medical leave of  
34 absence shall continue to receive City paid health, dental, life and long-term disability  
35 insurance, provided they remain in paid status for a minimum of eighty (80) hours in  
36 each calendar month. Any combination of accumulated vacation, holiday,  
37 administrative leave, or compensatory time may be utilized in order to achieve the  
38 eighty (80) hour requirement. Accrual of leave while on medical leave of absence  
shall be pro-rated based on the number of compensable hours paid during each pay  
period. Workers' compensation and disability payments may not be applied towards  
this eighty (80) hour minimum.

1 No health credit will be paid to an employee while on medical leave of  
2 absence.

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

10 Section 13. Insurance Premiums/Industrial Injury. The City will pay the  
11 insurance premiums for full-time employees on leave of absence without pay due to  
12 industrial injury. Payment of insurance premiums will include health, dental, life and  
13 optical.

## 14 ARTICLE V 15 NEPOTISM

16 Section 1. Nepotism Policy. This policy applies to all City employees,  
17 appointed officials, and elected officials, and includes any relative defined as father,  
18 father-in-law, step-father, mother, mother-in-law, step-mother, foster parent,  
19 grandparent, grandchild, brother, brother-in-law, step-brother, sister, sister-in-law,  
20 step-sister, wife, husband, child, step-child, foster child, adopted children, son-in-law,  
21 daughter-in-law, first cousin, niece, nephew, aunt, uncle, domestic partner and other  
22 relatives or employees living in the same household.

23 For purposes of this policy, 'immediate family' includes the applicant's or  
24 employee's spouse and any lineal descendants of the applicant or employee or of the  
25 applicant's or employee's spouse, whether natural or legally adopted.

26 This policy shall not affect employees employed by the City in the positions  
27 held as of August 7, 2001. Applicants will not be hired and employees will not be  
28 promoted into any position where the result would be that one person would:

- 29 A. Be supervised by or be in the chain of command of a relative.
- 30 B. Participate in making, or advising on, employment decisions  
31 concerning a relative. For purposes of this policy, employment decisions shall be  
32 defined as those affecting hiring, promotion or discipline.
- 33 C. Be employed in the same department as a relative if, for reasons  
34 of supervision, morale, safety or security, it is determined that the work involves  
35 potential conflicts of interest.

1 D. Be in one of the following or have a member of the  
2 applicant's or the employee's immediate family in one of the following  
3 positions: City Manager, Department Director or member of the City  
4 Council.

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

12 **ARTICLE VI**  
13 **MISCELLANEOUS TERMS**

14 Section 1. Severability. If any provision of this Resolution,  
15 or the application of such provision to any person or circumstance, shall  
16 be held invalid, the remainder of this Resolution, or the application of  
17 such provision to persons or circumstances other than those as to which  
18 it is held invalid, shall not be affected thereby.

19 Section 2. Notices. Any notices to be given under this Resolution shall be  
20 in writing and may be transmitted by personal delivery or mail, registered or certified,  
21 postage prepaid. Mailed notices shall be addressed to the City of Colton at 650 North  
22 La Cadena Drive, Colton, California, 92324; and shall be addressed to employees at  
23 the address the employee has provided to the City. Notices delivered personally shall  
24 be deemed communicated as of the date of actual receipt. Mailed notices shall be  
25 deemed communicated as of the date the notice is postmarked.

26 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all  
27 prior resolutions or approved compensation and benefit documents for the employees  
28 in this Executive Group shall be deemed repealed to the extent inconsistent with this  
Resolution, including Resolution R-10-11.

Section 4. Certification. The City Clerk shall certify as to the adoption of  
this Resolution, and it shall be effective as of the date passed, approved and adopted.

**PASSED, APPROVED, AND ADOPTED** this 7th day of August, 2012.

  
Sarah S. Zamora, Mayor

ATTEST:

  
Eileen C. Gomez, City Clerk