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RESOLUTION NO. R-26-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON REVISING
RESOLUTION NO. R-11-11 GOVERNING COMPENSATION AND BENEFITS OF
NON-REPRESENTED CONFIDENTIAL GROUP EMPLOYEES**

WHEREAS, the City of Colton (“City”) through Resolution No. R-11-11 created a separate group of non-represented employees who perform “confidential” functions as defined by Government Code Sections 3515 and 3562;

WHEREAS, the City from time to time may elect to make adjustments to the compensation and benefits for the Confidential Group consistent with practices for the City’s represented employees; and

WHEREAS, the City now desires to revise Resolution No. R-11-11 to amend the classifications, salary and benefits for the Confidential Group.

**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 Confidential 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. The term for the salary and benefits described herein is March 1, 2014 to February 28, 2017.

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

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

Administrative Analyst(s)*
Executive Assistant(s)*
Finance Manager
Human Resources Analyst
Human Resources Manager

1 Principal Management Analyst(s)*
2 Records Manager

3 * If an Executive Assistant, Administrative Analyst or Principal Management Analyst is
4 not specifically listed above (e.g. Human Resources Analyst), the employee holding the
5 position shall be a member of the Confidential Group only if they are assigned to the City
6 Manager, City Council or Human Resources departments and they perform "confidential"
7 functions as defined by Government Code Sections 3513 or 3562.

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

11 Section 5. At-Will Employment; Agreements. Employees within the Confidential
12 Group are at-will employees, and are subject to termination with or without cause or notice,
13 and without right of appeal or hearing.

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

20 **ARTICLE II**
21 **COMPENSATION**

22 Section 1. Salary Table; Salaries. The salary range for Confidential Group
23 employees shall be as provided in the City's comprehensive salary table, as such table may be
24 amended from time to time. The specific base salary to be paid to individual Confidential
25 Group employees shall be set in accordance with applicable City policies and procedures. The
26 following salary adjustments shall be applied for the periods indicated.

- 27 ■ Effective March 1, 2014, there shall be a salary increase of 2012 *CPI-W plus 1%.
28 Minimum 1%.
- Effective January 1, 2015, there shall be a salary increase of 2013 CPI-W plus 1%.
Minimum 1%.
- Effective January 1, 2016, there shall be a salary increase of 2014 CPI-W plus 1%.
Minimum 1%.

*CPI rate based on the BLS rate published for the Los Angeles, Riverside and Orange Counties
(urban wage earners and clerical workers). The total annual CPI for 2012 will be the index for
2014, 2013 index for 2015, and 2014 index for 2016.

1 Section 2. Administrative Analysts & Executive Assistants. The Administrative
2 Analysts and Executive Assistants in the Confidential Group will be benchmarked to the
3 Administrative Analysts and Executive Assistants, respectively, in the Mid Management Unit.
4 When the Administrative Analysts and Executive Assistants in the Mid Management Unit
5 receive salary increases, the same increases shall be applied to the Administrative Analysts and
6 Executive Assistants in the Confidential Group. In addition, the Executive Assistant to the
7 City Council will be paid at minimum of ten percent (10%) above the other Executive
8 Assistants in the Confidential Group.

9 Section 3. Acting Pay. Any Confidential Group employee assigned to work in a
10 higher classification for a period of thirty-nine (39) consecutive work hours or more, shall
11 receive compensation from the first hour until the assignment is completed. The acting pay
12 compensation shall be equal to the same step of the acting position's pay range or five
13 percent (5%) of their base salary, whichever is higher. Regularly scheduled holidays shall
14 be counted as "work hours" for the purpose of qualifying for acting pay only. All other
15 leave hours shall not count as "work hours" for the purpose of qualifying for acting pay.
16 Administrative Policy 4.05.170 shall be followed with only the proscribed pay increase, and
17 no increase in benefits provided to an Confidential Group employee in acting pay status.

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

24 Section 4. Special Assignment Compensation. Confidential Group employees
25 who have been given a temporary assignment involving the performance of more difficult
26 duties and requiring a greater level of skills(s) or duties outside of their classification, may be
27 granted additional compensation.

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

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

The additional compensation will be computed at the specified percentage of the current base
pay of the employee for each pay period. Such increases in pay shall not affect an employee's
step advancement in the base range.

1 Requests for Special Assignment Compensation may be initiated by the City or by an employee
2 via their supervisor.

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

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

8 Section 4. Bilingual Pay. The City agrees to pay fifty dollar (\$50) per month
9 (twenty-five (\$25) to be paid on the first two pay periods of the month) to Confidential Group
10 employees who successfully complete a bilingual examination and who have been approved by
11 the City Manager. When the skill is no longer needed, the employee is not required to use it,
12 or ceases to possess it, the Department Director shall terminate the bilingual compensation by
13 written notice to the Human Resources Manager and employee. The Human Resources
14 Manager may also terminate the bilingual compensation if he/she makes a like determination,
and shall notify the Department Director. The bilingual pay is tied to the position rather than
15 the individual employee, and will terminate if the employee moves to a new position.

14 **ARTICLE III** 15 **BENEFITS**

16 Section 1. Retirement – PERS. The City shall provide Confidential Group
17 employees with retirement benefits, as currently specified under the city's applicable contracts
18 with the Public Employees' Retirement System (PERS) and consistent with the provisions of
19 the Public Employees' Pension Reform Act of 2013 (PEPRA) . Each employee shall pay the
20 full amount of the normal member contribution. Any Unit member that established CalPERS
21 membership prior to the implementation of the Public Employees' Pension Reform Act of
22 2013 (PEPRA) in connection with City employment or that otherwise establishes "classic
23 member" status, as defined in Section 579.1 of the California Code of Regulations, shall be
24 subject to one of the following pre-PEPRA retirement formulas determined on the basis of
25 their original date of hire: 2.7% at 55 or 2.5% at 55. The normal member contribution
applicable to members participating in these retirement formulas continues to be 8%. Any
26 Unit member that is considered a "new member" as defined in PEPRA shall be subject to the
27 PEPRA retirement formula for miscellaneous members is a maximum of 2.5% at 67. The
normal member contribution for "new members" will be determined by CalPERS in
28 accordance with PEPRA.

26 Section 2. Retirement – PERS Forth Level Survivor Benefit. The City will provide
27 PERS 1959 Forth Level Survivor benefits to all Confidential Group miscellaneous employees,
as set forth in Sections 21571 - 21583 of the Government Code.

1 Section 3. Retirement – Retiree Medical.

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

19

20	Years of Service with Colton	Percentage of Cafeteria Dollars	Years of Service with Colton	Percentage of Cafeteria Dollars
21	5	40%	18	66%
22	6	42%	19	68%
23	7	44%	20	70%
24	8	46%	21	72%
25	9	48%	22	74%
26	10	50%	23	76%
27	11	52%	24	78%
28	12	54%	25	80%
	13	56%	26	82%
	14	58%	27	84%
	15	60%	28	86%
	16	62%	29	88%
	17	64%	30	90%

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

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

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

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

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

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

18 H. Surviving Spouse and Dependent Coverage in the Event of Death of the
19 Retiree. In the event of the death of the retiree who is survived by a spouse or legal dependent,
20 enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue
21 to provide health coverage subject to the aforementioned schedule/formula, subject to other
22 terms and conditions that apply to the Medicare age excess billing, relocation, premiums, etc.

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

24 Section 5. Retirement – Social Security. In the event the City and its employees
25 are required to participate in the Federal Social Security Program, the contribution designated
26 by law to be the responsibility of the employee shall be paid in full by the employee and the
27 City shall not be obligated to pay or "pick up" any portion thereof.

28 Section 6. Medicare. Confidential Group employees hired by the City on or after
April 1, 1986 shall be required to pay the designated employee contribution to participate in
the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such
contributions.

Section 7. Health Insurance. Effective January 1, 2004, the city converted to a
Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Confidential Group
employees will receive a monthly allowance of one thousand one hundred dollars (\$1,100)
from which they can choose health insurance, dental insurance and vision. In addition,

1 supplemental insurance opportunities will be provided in order for employees to purchase
2 supplemental medical insurance and childcare coverage through pre-tax dollars.

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

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

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

12 Section 8. Long-Term Disability Insurance. The City shall provide Confidential
13 Group employees, with the exception of any safety positions, a long-term disability program.
14 The terms of the plan shall be more fully set forth in the plan documents; however, effective
15 November 1, 2003, it shall provide for up to five years of coverage at 66 – 2/3% of the first
16 \$7,000 of the employee's base salary, reduced by any deductible benefits. The elimination
17 period is defined as the first 30 calendar days of each period of total disability. The employee
18 may choose to supplement the disability allowance with accumulated paid leave, up to a
19 maximum of 100% of base salary including the disability allowance. However, should the
20 employee elect to use sick leave, the equivalent dollar value shall be deducted from the
21 disability allowance.

22 Section 9. Tuition Reimbursement. All Confidential Group employees may be
23 reimbursed up to five thousand dollars (\$5,000) per employee, per fiscal year, for one hundred
24 percent (100%) of tuition and textbook costs, so long as funds are available. Such expenditure
25 must enhance furtherance of City or continuing educational goals. Requests for such
26 reimbursement must be approved by the City Manager after the successful completion of the
27 course. The educational development shall not be considered as time actually worked for
28 purposes of computing overtime, and normally shall not occur during regular work hours
unless approved in advance by the City Manager.

Section 10. Annual Physical Examination/Medical Reimbursement. The City shall
provide an annual (fiscal year) physical allowance of five hundred dollars (\$500) to
Confidential Group employees, to include reimbursement for non-covered medical, dental, or
vision expenses and/or deductibles for employee and covered dependents.

26 **ARTICLE IV**
27 **LEAVES**

1 Section 1. Administrative Leave. Each Confidential Group employee shall receive
2 eighty (80) hours annual administrative leave per fiscal year. An employee may not carry-over
3 unused leave from year to year. However, at the end of each fiscal year, employees may elect
4 to have the City buy back up to fifty (50) hours of unused administrative leave. The cash value
5 shall be computed as the hourly equivalent of the employee's base salary at the time of cash-
6 out.

7 Section 2. Vacation Leave - Accrual. All Confidential Group employees shall
8 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

14 Vacation leave accrual ceases when maximum accrual is reached.

15
16 Notwithstanding anything in this section to the contrary, employees do not accrue
17 vacation time during the first six months of employment. Vacation time shall be deemed
18 credited during this period with accrual effective upon employee's monthly anniversary date.
19 Vacation accrual may be accumulated to not more than the appropriate maximum
20 accumulation, except upon written request of the affected employee and approval of the City
21 Manager. In this event, an employee may be permitted to exceed the maximum accumulation
22 by an amount not in excess of his accrual for a four-month period.

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

27 Previous City employment periods, during which vacation was accrued, may be
28 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.

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

1 Section 3. Vacation Leave – Use. It is the intent that vacation time be used in time
2 increments sufficiently long to permit the employee an adequate period of rest. The use of
3 vacation time in less than weekly increments is to be discouraged. In no event may vacation be
4 taken in increments of less than one-hour or for a period exceeding the number of accrued
5 whole days, except upon the recommendation of the Department Director and approval of the
6 City Manager.

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

9 Vacation shall not be taken during the first six months of service. Vacations shall be
10 taken at times determined by the Department Director with due regard for the wishes of the
11 employee and for the needs of the service.

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

15 No person shall be permitted to work for compensation for the City during his/her
16 vacation, except with prior approval of the City Manager.

17 Section 4. Vacation Leave – Sell Back. At the end of each fiscal year, Confidential
18 Group employees may elect to have the City buy back up to eighty (80) hours of vacation
19 leave, provided a minimum of one hundred (100) hours is retained after buy back. The cash
20 value shall be computed as the hourly equivalent of the employee's base salary at the time of
21 cash-out.

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

- 25 New Year's Day
- 26 Martin Luther King's Birthday
- 27 Presidents' Day
- 28 Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day (to be observed on second Monday in November)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

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

1
2 For employees working a 4/10 work schedule, if Christmas Eve, New Year's Eve,
3 Christmas Day or New Year's Day fall on a regularly scheduled day off, ten (10) hours shall be
4 added to the floating holiday bank to be used by December 31st of the following year, except
5 for New Year's Day which will be used by the end of that year.

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

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

15 Section 6. Sick Leave - Accrual. All Confidential Group employees shall accrue
16 sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave
17 shall not be considered as a privilege, which an employee may use at his/her discretion, but
18 shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave
19 shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There
20 shall be no limit on the amount that can be accumulated.

21 Section 7. Sick Leave - Reports. In order to receive compensation while absent on
22 sick leave, the employee shall notify his/her immediate superior prior to or within four (4)
23 hours after the time set for beginning his/her daily duties, or as may be specified by the City
24 Manager. When absence is for more than three (3) work days, the employee shall file a
25 physician's certificate or a personal affidavit with the City Manager, stating the cause of the
26 absence.

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

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

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

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

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

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

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

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

20	Min. Years Of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
21	3	20	100
22	4	30	100
23	5	40	100
24	6	50	100
25	7	60	100
26	8	70	100
27	9	80	100
28	10	90	100
	11	100	100
	12	120	100

29 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per
 30 occurrence per fiscal year may be granted to Confidential Group employees, with pay, as
 31 bereavement leave. Such leave may be used in the case of the death of the eligible employee's
 32 father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife,
 33 husband, child, grandchild, grandparent or grandparent of spouse. These hours shall not be
 34 eligible to be carried forward beyond the fiscal year. The City reserves the right to require
 35 reasonable verification of the need for such leave.

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

14
15 No health credit will be paid to an employee while on medical leave of absence.

16
17 If an employee on medical leave of absence is not in paid status for at least eighty (80)
18 hours in any month, City contribution towards the above-mentioned benefit programs will be
19 suspended beginning the following month for the duration of the leave of absence. In this case,
20 the employee may continue coverage under the City sponsored programs by making the full
21 premium payments to the Finance Department by the last working day of the month preceding
22 the month for which coverage is desired. In no event will insurance premiums be pro-rated.

23
24 Section 13. Insurance Premiums/Industrial Injury. The City will pay the insurance
25 premiums for full-time employees on leave of absence without pay due to industrial injury.
26 Payment of insurance premiums will include health, dental, life and optical.

27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000ARTICLE V NEPOTISM

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

8
9 For purposes of this policy, 'immediate family' includes the applicant's or employee's
10 spouse and any lineal descendants of the applicant or employee or of the applicant's or
11 employee's spouse, whether natural or legally adopted.

12
13 This policy shall not affect employees employed by the City in the positions held as of
14 August 7, 2001. Applicants will not be hired and employees will not be promoted into any
15 position where the result would be that one person would:

1 A. Be supervised by or be in the chain of command of a relative.

2 B. Participate in making, or advising on, employment decisions concerning
3 a relative. For purposes of this policy, employment decisions shall be defined as those
4 affecting hiring, promotion or discipline.

5 C. Be employed in the same department as a relative if, for reasons of
6 supervision, morale, safety or security, it is determined that the work involves potential
7 conflicts of interest.

8 D. Be in one of the following or have a member of the applicant's
9 or the employee's immediate family in one of the following positions: City
10 Manager, Department Director or member of the City Council.

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

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ARTICLE VI
MISCELLANEOUS TERMS

29 Section 1. Severability. If any provision of this Resolution, or the application of
30 such provision to any person or circumstance, shall be held invalid, the remainder of this
31 Resolution, or the application of such provision to persons or circumstances other than those as
32 to which it is held invalid, shall not be affected thereby.

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

40 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior
41 resolutions or approved compensation and benefit documents for the employees in this
42 Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution.

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1
2 Section 4. Certification. The City Clerk shall certify as to the adoption of
3 this Resolution, and it shall be effective as of the date passed, approved and adopted.

4 **PASSED, APPROVED, AND ADOPTED** this 15th day of April, 2014.

5
6 
7 SARAH S. ZAMORA
8 Mayor

9 ATTEST:

10 
11 _____
12 EILEEN C. GOMEZ, CMC
13 City Clerk

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF COLTON)

4 CERTIFICATION

5 I, EILEEN C. GOMEZ, City Clerk of the City of Colton, California, do hereby
6 certify that the foregoing is a full, true and correct copy of RESOLUTION NO. R-26-14,
7 duly adopted by the City Council of said City, and approved by the Mayor of said City, at
8 its Regular Meeting of said City Council held on the 15th day of April, 2014, and that it
9 was adopted by the following vote, to wit:

10 AYES: COUNCILMEMBER Toro, Gonzales, Navarro, Oliva,
11 Bennett, Suchil, and Mayor Zamora
12 NOES: COUNCILMEMBER None
13 ABSTAIN: COUNCILMEMBER None
14 ABSENT: COUNCILMEMBER None
15

16 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
17 seal of the City of Colton, California, this _____ day of _____, 20__.

18
19
20
21 _____
EILEEN C. GOMEZ, CMC
22 City Clerk
City of Colton

23
24 (SEAL)
25
26
27
28