

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

4 Section 5. At-Will Employment; Agreements. Employees within the Executive
5 Group are at-will employees, and are subject to termination with or without cause or notice,
6 and without right of appeal or hearing. As provided for in Colton Municipal Code Section
7 2.16.070(B)(5), the City Manager may enter into at-will employment agreements with
8 Executive Group employees.

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

15 ARTICLE II 16 COMPENSATION

17 Section 1. Salary Table; Salaries. The salary range for Executive Group
18 employees shall be as provided in the City's comprehensive salary table, as such table may be
19 amended from time to time. The table was last adopted by the City Council on June 8, 2010
20 as part of Resolution R-32-10. The specific base salary to be paid to individual Executive
21 Group employees shall be provided in an at-will employment agreement executed between
22 the City Manager and employee, which amount shall be within the approved range for their
23 position.

24 Section 2. Salary Adjustments. The following salary adjustments shall be applied
25 for the periods indicated.

- 26 ▪ Effective March 1, 2014, there shall be a salary increase of 2012 *CPI-W plus 1%.
27 Minimum 1%.
- 28 ▪ 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.

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2 Section 3. Bilingual Pay. The City agrees to pay fifty dollars (\$50) per month,
3 (twenty-five dollars (\$25) to be paid on the first two pay periods of the month) to Executive
4 Group employees who successfully complete a bilingual examination and who have been
5 approved by the City Manager. When the skill is no longer needed, the employee is not
6 required to use it, or ceases to possess it, the City Manager shall terminate the bilingual
7 compensation by written notice to the Human Resources Manager and employee. The
8 bilingual pay is tied to the position rather than the individual employee, and will terminate if
9 the employee moves to a new position.

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ARTICLE III
BENEFITS

10 Section 1. Retirement. – PERS. The City shall provide Executive Group
11 employees with retirement benefits, as currently specified under the city's applicable
12 contracts with the Public Employees' Retirement System (PERS). Benefits shall include:

13 Employees hired before PERS' Two-Tier Plan Amendment

14 3% at age 50 formula for Police Chief;
15 3% at age 50 formula for Fire Chief;
16 2.7% at age 55 formula for other eligible employees
17 One year final compensation
18 Military buyback
19 Post-Retirement Survivor Allowance for Fire and Police Chiefs

20 Employees hired after PERS' Two-Tier Plan Amendment

21 3% at age 55 formula for Police Chief;
22 3% at age 55 formula for Fire Chief;
23 2.5% at age 55 formula for other eligible employees
24 One year final compensation
25 Military buyback
26 Post-Retirement Survivor Allowance for Fire and Police Chiefs

27 Notwithstanding the above, pursuant to the California Public
28 Employees' Reform Act of 2013 ("PEPRA"), retirement
 benefits are based on whether an employee is considered a "new
 member" or a "classic member." For safety members, the Police
 and Fire Chiefs, a member will be considered a "new member"
 if: (i) he or she becomes a member of CalPERS for the first time
 on or after January 1, 2013, and he or she was not previously a
 member of any other public retirement system; (ii) he or she
 becomes a member of CalPERS for the first time on or after
 January 1, 2013 and he or she was a member of another public
 retirement system prior to January 1, 2013, but is not eligible

1 for reciprocity pursuant to the Code Section 7522.02(c) and
2 Section 579.3 of Title 2 of the California Code of Regulations;
3 or (iii) he or she who was an active CalPERS member prior to
4 January 1, 2013 with an employer other than the City, and then
5 after a break in service lasting more than six months, is hired by
6 the City after January 1, 2013. Employees who are not “new
7 members” are considered “classic members.”

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1. Retirement Formulas and Contributions

(a) Classic Members.

(i) Employees Hired Before July 1, 2010. Classic members who are sworn employees hired before July 1, 2010 shall be enrolled in the City’s 3% at 50 retirement plan. The normal member contribution required by CalPERS, currently 9% of PERSable compensation, shall be paid by each employee via salary reduction. Final compensation shall be determined by using the “highest single year of compensation” pursuant to California Government Code Section 20042.

(ii) Employees Hired On or After July 1, 2010. Classic members who are sworn employees hired on or after July 1, 2010 shall be enrolled in the City’s 3% at 55 retirement plan. The normal member contribution required by CalPERS, currently 9% of PERSable compensation, shall be paid by each employee via salary reduction. Final compensation shall be determined by using the “highest single year of compensation” pursuant to California Government Code Section 20042.

(iii) Employees Previously Employed by the City. If the City hires a classic member who was previously employed by the City as a sworn employee, such classic member shall be enrolled in the retirement plan in which he or she was enrolled during his or her prior employment with the City.

(b) New Members.

Pursuant to PEPRA, new members shall be enrolled in the 2.7% at 57 retirement plan. PEPRA requires new safety members to contribute 50% of the annual actuarially determined normal cost attributable to the applicable retirement plan in which they are enrolled (i.e., 2.7% at 57 retirement plan), rounded to the nearest quarter of 1 percent. This mandatory employee contribution amount is set by CalPERS on an annual basis. Final compensation shall be determined based on a period of thirty-six (36) consecutive months as required by PEPRA. PERSable compensation will be determined in accordance with PEPRA and regulations adopted by CalPERS.

For miscellaneous members, each member shall pay the full amount of the normal member contribution. Any Executive Group member that established CalPERS membership prior to the implementation of the PEPRA in connection with City employment or that otherwise establishes “classic member” status, as defined in Section 579.1 of the California Code of Regulations, shall be subject to one of the following pre-PEPRA retirement formulas

1 determined on the basis of their original date of hire: 2.7% at 55 or 2.5% at 55. The normal
2 member contribution applicable to members participating in these retirement formulas
3 continues to be 8%. Any Executive Group member that is considered a "new member" as
4 defined in PEPRA shall be subject to the PEPRA retirement formula for miscellaneous
5 members is a maximum of 2.5% at 67. The normal member contribution for "new members"
6 will be determined by CalPERS in accordance with PEPRA.

7 Section 2. Retirement – Employee Contributions. Effective the first pay period
8 following March 1, 2011, Executive Group employees shall pay the full amount of the
9 employee's contribution to PERS (currently, eight percent (8%) for "miscellaneous" members
10 and nine percent (9%) for "safety" members).

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

14 Section 4. Retirement – Retiree Medical.

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

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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%

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.

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

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

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

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

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

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

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

5 Section 9. Health Insurance. Effective January 1, 2004, the city converted to a
6 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Executive Group
7 employees will receive a monthly allowance of one thousand one hundred dollars (\$1100)
8 from which they can choose health insurance, dental insurance and vision. In addition,
supplemental insurance opportunities will be provided in order for employees to purchase
supplemental medical insurance and childcare coverage through pre-tax dollars.

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

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

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

16 Section 10. Term Life Insurance. The City shall provide Executive Group
17 employees term life insurance coverage in the amount of one hundred thousand dollars
18 (\$100,000). A nominal monthly amount will be added as taxable income for the additional
fifty thousand dollars (\$50,000) coverage over the I.R.S. threshold for a taxable benefit.

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

26 Section 12. Tuition Reimbursement. All Executive Group employees may be
27 reimbursed up to five thousand dollars (\$5,000) per employee, per fiscal year, for one hundred
28 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

1 purposes of computing overtime, and normally shall not occur during regular work hours
2 unless approved in advance by the City Manager.

3 Section 13. Annual Physical Examination/Medical Reimbursement. The City shall
4 provide an annual (fiscal year) physical allowance of one thousand dollars (\$1,000) to
5 Executive Group employees, to include reimbursement for non-covered medical, dental, or
vision expenses and/or deductibles for employee and covered dependents.

6 Section 14. Uniforms. The Police Chief shall receive seventy dollars (\$70.00) per
7 month for uniform allowance. Such allowance shall be paid on the last pay period in June.
8 Such payment shall be for the prior year and shall be prorated for employees not working the
full year.

9 **ARTICLE IV**
10 **LEAVES**

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

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

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18 During Years of 19 Continuous Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
20 1-5	6-2/3	80	160
21 6-10	10	120	240
22 11	10-2/3	128	256
23 12	11-1/3	136	272
24 13	12	144	288
25 14	12-2/3	152	304
26 15+	13-1/3	160	320

27 Vacation leave accrual ceases when maximum accrual is reached.

28 Notwithstanding anything in this section to the contrary, employees do not accrue
vacation time during the first six months of employment. Vacation time shall be deemed
credited during this period with accrual effective upon employee's monthly anniversary date.
Vacation accrual may be accumulated to not more than the appropriate maximum
accumulation, except upon written request of the affected employee and approval of the City

1 Manager. In this event, an employee may be permitted to exceed the maximum accumulation
2 by an amount not in excess of his accrual for a four-month period.

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

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

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

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

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

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

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

25 Section 4. Vacation Leave – Sell Back. At the end of each fiscal year, Executive
26 Group employees may elect to have the City buy back up to forty (40) hours of vacation leave
27 provided a minimum of one hundred (100) hours is retained after buy back. The cash value
28 shall be computed as the hourly equivalent of the employee’s base salary at the time of cash-
out.

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

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

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

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

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

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

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

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

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

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

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

24 The Fire Chief and Police Chief, who by state law are entitled to up to one (1) year of
25 salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick
26 leave to defer their retirement for disability. Such personnel are not entitled to use sick leave
27 for job incurred injuries. With regard to such personnel, they shall be retired as soon as it is
28 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.

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

32 A. The cash value shall be computed as the hourly equivalent of the
33 employee’s base salary at the time of cash-out;

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

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

3 Min. Years 4 Of Service	5 Number of Hours 6 Buy Back	7 Minimum Hours 8 Sick Leave Retention
9 3	10 20	11 100
12 4	13 30	14 100
15 5	16 40	17 100
18 6	19 50	20 100
21 7	22 60	23 100
24 8	25 70	26 100
27 9	28 80	29 100
30 10	31 90	32 100
33 11	34 100	35 100
36 12	37 120	38 100

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12 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per
13 occurrence and a maximum of two (2) occurrences per fiscal year may be taken by Executive
14 Group employees with pay as bereavement leave. Such leave may be used in the case of the
15 death of the eligible employee's father, father-in-law, mother, mother-in-law, brother, brother-
16 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.

17 Section 12. Medical Leave. A medical leave of absence is defined as an approved
18 medical leave for regular full-time employees who have exhausted accrued sick leave and
19 requested leave of absence without pay. Employees on leave of absence without pay for more
20 than three (3) consecutive months due to an industrial injury are eligible for the benefits
21 described below. Employees on an approved medical leave of absence shall continue to
22 receive City paid health, dental, life and long-term disability insurance, provided they remain
23 in paid status for a minimum of eighty (80) hours in each calendar month. Any combination
24 of accumulated vacation, holiday, administrative leave, or compensatory time may be utilized
in order to achieve the 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.

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

26 If an employee on medical leave of absence is not in paid status for at least eighty (80)
27 hours in any month, City contribution towards the above-mentioned benefit programs will be
28 suspended beginning the following month for the duration of the leave of absence. In this
case, the employee may continue coverage under the City sponsored programs by making the
full premium payments to the Finance Department by the last working day of the month

1 preceding the month for which coverage is desired. In no event will insurance premiums be
2 pro-rated.

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

6 **ARTICLE V**
7 **NEPOTISM**

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

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

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

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

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

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

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

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

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ARTICLE VI
MISCELLANEOUS TERMS

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

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

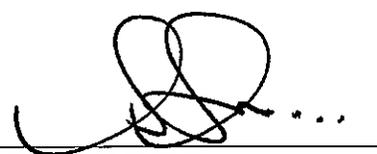
Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Executive Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution R-69-A-01 (Adopting Consolidated Compensation Resolution for the Executive Unit) and subsequent amendments thereto.

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 15th day of July, 2014.


SARAH S. ZAMORA
Mayor

ATTEST:



SABDI SANCHEZ
Chief Deputy City Clerk

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

4 **CERTIFICATION**

5 **I, SABDI SANCHEZ**, Chief Deputy City Clerk of the City of Colton, California,
6 do hereby certify that the foregoing is a full, true and correct copy of **RESOLUTION**
7 **NO. R-31-14**, duly adopted by the City Council of said City, and approved by the Mayor
8 of said City, at its Regular Meeting of said City Council held on the **15th day of July,**
9 **2014**, and that it 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 _____
22 **SABDI SANCHEZ**
23 Chief Deputy City Clerk
24 City of Colton

25
26
27
28 (SEAL)