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RESOLUTION NO. R-59-17

**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-26-14 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-26-14 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.

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)*
- Executive Administrator to the City Council
- Finance Manager
- Human Resources Analyst

Human Resources Manager
Principal Management Analyst(s)*

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

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

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

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

ARTICLE II
COMPENSATION

Section 1. Salary Table; Salaries. The salary range for Confidential Group employees shall be as provided in the City’s comprehensive salary table, as such table may be amended from time to time. The specific base salary to be paid to individual Confidential Group employees shall be set in accordance with applicable City policies and procedures. In the event that a salary increase or new position provided-for in this Resolution causes the salary of an employee to exceed the approved salary range, City staff shall proceed with the implementation of the salary increase, and the approved salary range shall be amended as part of the next update to the comprehensive salary table. The City Council has approved the following one-time lump sum payment:

By August 31, 2017, the City will provide a one-time lump sum payment of one percent (1%) to all full-time employees in the group. The calculation of the one-time pay will be as follows: base hourly rate x 2,080 x .01.

Section 2. Administrative Analysts & Executive Assistants. The Administrative Analysts and Executive Assistants in the Confidential Group will be benchmarked to the Administrative Analysts and Executive Assistants, respectively, in the Mid Management Unit. When the Administrative Analysts and Executive Assistants in the Mid Management Unit

1 receive salary increases, the same increases shall be applied to the Administrative Analysts and
2 Executive Assistants in the Confidential Group. In addition, the Executive Assistant to the
3 City Council will be paid at minimum of ten percent (10%) above the other Executive
4 Assistants in the Confidential Group.

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

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

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

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

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

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

26 Requests for Special Assignment Compensation may be initiated by the City or by an employee
27 via their supervisor.
28

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

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

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

12 **ARTICLE III** 13 **BENEFITS**

14 Section 1. Retirement – PERS. The City shall provide Confidential Group
15 employees with retirement benefits, as currently specified under the city's applicable contracts
16 with the Public Employees' Retirement System (PERS) and consistent with the provisions of
17 the Public Employees' Pension Reform Act of 2013 (PEPRA) . Each employee shall pay the
18 full amount of the normal member contribution. Any Unit member that established CalPERS
19 membership prior to the implementation of the Public Employees' Pension Reform Act of
20 2013 (PEPRA) in connection with City employment or that otherwise establishes "classic
21 member" status, as defined in Section 579.1 of the California Code of Regulations, shall be
22 subject to one of the following pre-PEPRA retirement formulas determined on the basis of
23 their original date of hire: 2.7% at 55 or 2.5% at 55. The normal member contribution
24 applicable to members participating in these retirement formulas continues to be 8%. Any
25 Unit member that is considered a "new member" as defined in PEPRA shall be subject to the
26 PEPRA retirement formula for miscellaneous members is 2% @ 62. The normal member
27 contribution for "new members" will be determined by CalPERS in accordance with PEPRA.

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

26 Section 3. *Retirement – Retiree Medical.

27 A. Effective October 1, 2003, Confidential Group employees who retire,
28 with either a service or disability retirement, from City employment may, at the retiree's

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

22 B. The retiree may use the allotted dollar amount to purchase medical
 23 insurance for himself or herself and their legal dependents. The percentage is based on the
 24 monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate
 25 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.

26 C. EMPLOYEES HIRED ON OR AFTER JULY 1, 2017

27 For employees in this unit who are hired on or after July 1, 2017; the City shall contribute the
 28 mandated minimum sum as required per month toward the payment of premiums for retiree

1 medical insurance under the PEMHCA program. As the mandated minimum is increased, the
2 City shall make appropriate adjustments.

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

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

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

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

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

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

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

25 Section 6. Medicare. Confidential Group employees hired by the City on or after
26 April 1, 1986 shall be required to pay the designated employee contribution to participate in
27 the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such
28 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,
supplemental insurance opportunities will be provided in order for employees to purchase
supplemental medical insurance and childcare coverage through pre-tax dollars.

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

4 Employees who provide the City with satisfactory proof of alternate group health
5 coverage comparable to the City's offered health insurance plans can decline, in writing,
6 coverage on the City's medical insurance plans. The alternative health coverage must meet all
7 requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out
8 Arrangement. In those instances where the employee's medical insurance premium is less than
9 the City's monthly contribution, the difference between said cafeteria dollar amounts shall be
10 provided in the form of bi-monthly cash disbursements (payable 24 times per year). Cash
11 disbursements to the employee are subject to being taxed, pursuant to the appropriate tax
12 codes.

13 EMPLOYEES HIRED ON OR AFTER JULY 1, 2017

14 Employees hired on or after July 1, 2017, shall have a maximum cap of \$500/mo. for cash in-
15 lieu or for the difference between the medical insurance premium and the cafeteria dollar
16 amount.

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

27 Section 9. Tuition Reimbursement. All Confidential Group employees may be
28 reimbursed up to five thousand dollars (\$5,000) 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 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.

ARTICLE IV
LEAVES

Section 1. Administrative Leave. Each Confidential Group employee shall receive eighty (80) hours annual administrative leave per fiscal year. An employee may not carry-over unused leave from year to year. However, at the end of each fiscal year, employees may elect to have the City buy back up to fifty (50) 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.

Section 2. Vacation Leave - Accrual. All Confidential 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.

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

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

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

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

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

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

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

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

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

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

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

26 New Year's Day
27 Martin Luther King's Birthday
28 Presidents' Day
 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

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

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

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

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

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

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

28 Section 8. Sick Leave - Family Attendance. Employees shall have the option of
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,

1 nor shall they be compensated for sick leave upon such termination for any reason, including,
2 but not limited to, retirement.

3 An employee who is granted a service or disability retirement or otherwise is
4 terminated from employment for any reason shall be compensated for a certain percentage of
5 his/her accumulated unused sick leave (if and only if he/she has at least five (5) years of regular
6 paid City service) by payment in a lump sum. That sum is determined as follows: The number
of hours of sick leave accrued, multiplied by the hourly equivalent of the employee's base
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%
	If employed twenty (20) years or more	75%

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

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

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

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

18	Min. Years Of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
19	3	20	100
20	4	30	100
21	5	40	100
22	6	50	100
23	7	60	100
24	8	70	100
25	9	80	100
	10	90	100
	11	100	100
	12	120	100

26 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per
27 occurrence per fiscal year may be granted to Confidential Group employees, with pay, as
28 bereavement leave. Such leave may be used in the case of the death of the eligible employee's
father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife,

1 husband, child, grandchild, grandparent or grandparent of spouse. These hours shall not be
2 eligible to be carried forward beyond the fiscal year. The City reserves the right to require
3 reasonable verification of the need for such leave.

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

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

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

26 **ARTICLE V** 27 **NEPOTISM**

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

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

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

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

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

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

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

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

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21 **ARTICLE VI**
22 **MISCELLANEOUS TERMS**

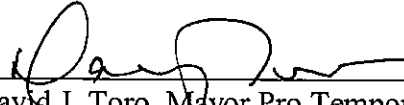
23 Section 1. Severability. If any provision of this Resolution, or the application of
24 such provision to any person or circumstance, shall be held invalid, the remainder of this
25 Resolution, or the application of such provision to persons or circumstances other than those as
26 to which it is held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

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

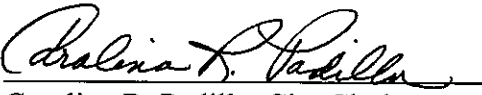
34 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior
35 resolutions or approved compensation and benefit documents for the employees in this
36 Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution.

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

3 **PASSED, APPROVED AND ADOPTED** this 1st day of August, 2017.

4
5 
6 _____
 David J. Toro, Mayor Pro Tempore

7 ATTEST:

8
9 
10 _____
 Carolina R. Padilla, City Clerk

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

4 **CERTIFICATION**

5 **I, CAROLINA R. PADILLA**, 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-59-17**,
7 duly adopted by the City Council of said City, and approved by the Mayor Pro Tem of said
8 City, at its Regular Meeting of said City Council held on the **1st day of August, 2017**, and
9 that it was adopted by the following vote, to wit:

10 **AYES:** COUNCILMEMBER Toro, Navarro, González, Suchil
11 **NOES:** COUNCILMEMBER Woods
12 **ABSTAIN:** COUNCILMEMBER None
13 **ABSENT:** COUNCILMEMBER Mayor DeLaRosa

14 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal
15
16 of the City of Colton, California, this _____ day of _____, 20 ____.

17
18
19
20 _____
21 **CAROLINA R. PADILLA**
22 City Clerk
23 City of Colton

24 (SEAL)
25
26
27
28