

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-40-19

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

WHEREAS, the City Council first adopted a combined compensation and benefits resolution for the “executive unit”, a group of unrepresented employees, by Resolution R-69A-01;

WHEREAS, the City Council has since amended the executive unit compensation and benefits package, most recently on August 15, 2017, through the adoption of Resolution No. R-64-17; and

WHEREAS, the City Council now desires to update the members of the Executive Group and to authorize the City Manager to enter into individual employment agreements with certain members.

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

**ARTICLE I
GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS**

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

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

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

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

Assistant Public Works & Utilities Director
City Engineer
Community Services Director
Development Services Director
Finance Director
Fire Chief
Human Resources Director
Police Chief
Public Works/Utilities Director

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

5 Section 5. At-Will Employment; Agreements. With the exception of the City
6 Engineer, who is subject to the City's civil service system, Employees within the Executive
7 Group are at-will employees as they have been excluded from the City's civil service system
8 pursuant to Colton Municipal Code Section 2.48.150, and as such are subject to termination
9 with or without cause or notice, and without right of appeal or hearing. As provided for in
10 Colton Municipal Code Section 2.16.070(B)(5), the City Manager may enter into at-will
11 employment agreements with Executive Group employees to the extent that the terms and
12 conditions of such employment agreements are not inconsistent with or contrary to the terms
13 and conditions of this Resolution, any salary range adopted by the City Council, or any other
14 City policy or procedure. The City Council also authorizes the City Manager to enter into an
15 employment agreement with the City Engineer, and/or the Assistant Public Works & Utilities
16 Director to the extent that the terms and conditions of such agreements are not inconsistent
17 with or contrary to the terms and conditions of this Resolution, any salary range adopted by
18 the City Council, the City's civil service system, or any other City policy or procedure.

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

26 Employees shall be required to work during such hours as necessary to carry out the duties of
27 their position, as designated by the City Manager and such hours may be varied so long as the
28 work requirements and efficient operations of the City are assured.

21 ARTICLE II 22 COMPENSATION

23 Section 1. Salary Table; Salaries. The salary ranges for Executive Group
24 employees shall be as provided in the City's comprehensive salary table, as such table may be
25 amended from time to time. The specific base salary to be paid to individual Executive Group
26 employees shall be provided in an at-will employment agreement (or an employment
27 agreement in the case of the City Engineer, and Assistant Public Works & Utilities Director)
28 executed between the City Manager and employee, which amount shall be within the
approved salary range for their position.

Section 2. Bilingual Pay. The City agrees to pay fifty dollars (\$50) per month,
(twenty-five dollars (\$25) to be paid on the first two pay periods of the month) to Executive
Group employees who successfully complete a bilingual examination and who have been
approved by the City Manager. When the skill is no longer needed, the employee is not
required to use it, or ceases to possess it; the City Manager shall terminate the bilingual

1 compensation by written notice to the Human Resources Director and employee. The
2 bilingual pay is tied to the position rather than the individual employee, and will terminate if
3 the employee moves to a new position.

4 **ARTICLE III**
5 **BENEFITS**

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

9 Employees hired before PERS’ Two-Tier Plan Amendment

- 10 3% at age 50 formula for Police Chief;
- 11 3% at age 50 formula for Fire Chief;
- 12 2.7% at age 55 formula for other eligible employees
- 13 One-year final compensation
- 14 Military buyback
- 15 Post-Retirement Survivor Allowance for Fire, and Police Chief

16 Employees hired after PERS’ Two-Tier Plan Amendment

- 17 3% at age 55 formula for Police Chief;
- 18 3% at age 55 formula for Fire Chief;
- 19 2.5% at age 55 formula for other eligible employees
- 20 One-year final compensation
- 21 Military buyback
- 22 Post-Retirement Survivor Allowance for Fire, and Police Chief

23 Notwithstanding the above, pursuant to the California Public
24 Employees’ Reform Act of 2013 (“PEPRA”), retirement
25 benefits are based on whether an employee is considered a “new
26 member” or a “classic member.” For safety members, the Police
27 and Fire Chiefs, a member will be considered a “new member”
28 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
for reciprocity pursuant to the Code Section 7522.02(c) and
Section 579.3 of Title 2 of the California Code of Regulations;
or (iii) he or she who was an active CalPERS member prior to
January 1, 2013 with an employer other than the City, and then
after a break in service lasting more than six months, is hired by
the City after January 1, 2013. Employees who are not “new
members” are considered “classic members.”

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 safety members shall be enrolled in the 2.7% at 57 retirement plan. PEPRA requires new safety members to contribute fifty percent (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 determined on the basis of 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 eight percent (8%). Any Executive Group member that is considered a "new member" as defined in PEPRA shall be subject to the PEPRA retirement formula for non-safety "new members" which is: 2% at age 62, with a minimum benefit of 1% at age 52 and a maximum benefit of 2.5% at age 67. The normal member contribution for "new members" will be determined by CalPERS in accordance with PEPRA.

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

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

8 Section 4. Retirement – Retiree Medical.

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

1
2 B. The retiree may use the allotted dollar amount to purchase medical
3 insurance for himself or herself and their legal dependents. The percentage is based on the
4 monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate
5 in future years based on the Cafeteria Plan allowance determined by City Council. However,
6 the dollar amount will never go below the amount the employee will receive when he/she
7 retires.

8 C. EMPLOYEES HIRED ON OR AFTER OCTOBER 2017
9 Employees in this unit hired on or after October 1, 2017, the City's contribution for Retiree
10 Health Insurance shall be capped at \$500 per month.

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

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

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

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

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

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

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

Section 5. Retirement – Social Security. In the event the City and its employees
are required to participate in the Federal Social Security Program, the contribution designated
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.

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

4 Section 7. Automobile Allowance. Notwithstanding current employment
5 agreements, City Manager, at his/her sole discretion, may provide automobile allowance to an
6 Executive Group employee, up to an amount of \$250 per month. In the absence of such an
7 allowance, Executive Group employees may submit reimbursement requests for mileage used
8 in a personal vehicle for official City business. The reimbursement rate shall be the I.R.S.
9 allowable rate, and all reimbursements and documentation supporting the same shall be in
10 accordance with City policy. The application of this section supersedes any at-will
11 agreements which provide for a separate automobile allowance. At the City Manager’s option
12 the Police Chief, Fire Chief and Public Works Director may be provided with an official City
13 vehicle for their exclusive use. The City will maintain the vehicle and provide fuel for the
14 vehicle at the City’s facilities. The vehicle shall not be operated by persons other than these
15 assigned employees, except that other employees of the City may use the vehicle for official
16 City business with the consent of the respective Chief or Public Works Director. The City
17 understands that since the Police Chief, Fire Chief and Public Works Director will remain on-
18 call at all times, the vehicle may be used for personal as well as official business; provided,
19 however, the vehicle shall never be used for personal use outside of the seven Southern
20 California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego,
21 Ventura and Santa Barbara. With the exception of qualified non-personal use vehicles as
22 designated by the IRS, the City will report to the IRS any fringe benefits received for personal
23 use of a city vehicle in accordance with Publication 15-B, Employer’s Tax Guide to Fringe
24 Benefits.

18 Section 8. Severance Pay. As part of an at-will employment agreement, the City
19 Manager may provide an Executive Group employee with a termination without cause
20 severance payment. For Executive Group employees hired or promoted into the Executive
21 Group on or after January 1, 2010, the City Manager’s ability to negotiate a “without cause”
22 severance payment is limited as follows: The amount of the severance payment shall not
23 initially exceed the value of three (3) months’ of base salary, except that the amount may be
24 increased by an additional month for each full year of service in the Executive Group, up to a
25 total of six (6) months. In no event shall the amount of severance exceed the value of six (6)
26 months’ base salary or the value of base salary to be paid on the unexpired term of the
27 employment agreement, whichever is less.

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

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

1
2 In those instances where the employee's medical insurance premium is less than the
3 City's monthly contribution, the difference between said cafeteria dollar amounts shall be
4 provided in the form of a bi-monthly cash disbursement (payable 24 times per year). Cash
5 disbursement to the employee is subject to tax, pursuant to the tax codes.

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

15 EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2017

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

19 Section 10. Term Life Insurance. The City shall provide Executive Group
20 employees term life insurance coverage in the amount of one hundred thousand dollars
21 (\$100,000). A nominal monthly amount will be added as taxable income for the additional
22 fifty thousand dollars (\$50,000) coverage over the I.R.S. threshold for a taxable benefit.

23 Section 11. Short-Term Disability Insurance. The City shall provide to each
24 represented employee a short-term disability program with an eligibility period of 30
25 continuous days. The terms of the plan shall be more fully set forth in the plan documents;
26 however, it shall provide for up to six (6) months of coverage at 66 2/3% of the first \$2,425
27 of the employee's weekly pre-disability earnings, reduced by any deductible income. The
28 elimination period is defined as the first 30 calendar days of each period of total disability.
The employee may choose to supplement the disability 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 dollar value shall be deducted from
the disability allowance.

Section 12. Long Term Disability. The City shall provide to each represented full-
time employee a long-term disability program. The terms of the plan shall be more fully set
forth in the plan documents; however, it shall provide coverage at 66 2/3% of the first
\$15,750 of the employee's weekly pre-disability earnings, reduced by any deductible benefits.
The elimination period is defined as the first 180 calendar days of each period of total
disability. The employee may choose to supplement the disability 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 dollar value
shall be deducted from the disability allowance.

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.

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

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

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

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

4 Section 4. Vacation Leave – Sell Back. During the fiscal year, Executive Group
5 employees may elect to have the City buy back up to eighty (80) hours of vacation leave
6 provided a minimum of one hundred (100) hours is retained after buy back. The cash value
7 shall be computed as the hourly equivalent of the employee’s base salary at the time of cash-
8 out.

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

- 12 New Year’s Day
- 13 Martin Luther King’s Birthday
- 14 Presidents’ Day
- 15 Memorial Day
- 16 Independence Day
- 17 Labor Day
- 18 Columbus Day
- 19 Veterans’ Day (to be observed on second Monday in November)
- 20 Thanksgiving Day
- 21 Christmas Eve
- 22 Christmas Day
- 23 New Year’s Eve

24 In addition, Executive Group employees shall receive twenty (20) floating holiday
25 hours, accrued each fiscal year on the first payroll period in July. Floating Holiday hours not
26 used by the end of the fiscal year shall be cashed out and paid in the last pay period in June.
27 The cash value shall be computed as the hourly equivalent of the employee’s base salary at
28 the time of cash-out.

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

Section 6. Sick Leave - Accrual. Subject to the City Manager’s rights provided
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

1 after the time set for beginning his/her daily duties, or as may be specified by the City
2 Manager. When absence is for more than three (3) work days, the employee shall file a
3 physician's certificate or a personal affidavit with the City Manager, stating the cause of the
absence.

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

10 Section 9. Sick Leave – Accumulated Hours at Termination. Except as set forth
11 below, all accrued sick leave is lost when an employee is terminated, retires, or otherwise
12 separates from employment. In no event shall employees who have not worked for the City
13 as regular full-time employees for more than five (5) continuous years be entitled to use sick
14 leave to defer termination of their employment by the City, nor shall they be compensated for
15 sick leave upon such termination for any reason including but not limited to retirement.

16 Notwithstanding the above, bargaining unit members with more than five (5) consecutive
17 years of City employment who apply for and receive either a service or disability retirement
18 or who separate or are terminated for any reason other than a "for cause" termination shall be
19 compensated for his/her accumulated, unused sick leave by payment in a lump sum. That
20 sum is determined by the following formula:

21 The number of hours of sick leave accrued and unused, multiplied by his/her effective
22 hourly rate at the time of termination, multiplied by a percentage as follows:

23	If employed more than five years, but less than ten:	10%
24	If employed ten years, but less than fifteen:	25%
25	If employed fifteen years, but less than twenty:	50%
26	If employed twenty years or more:	75%

27 "Years" as used above means continuous years of employment with the City.

28 The cash value shall be computed at the employee's hourly rate in existence at the time the
monies are disbursed.

Employees terminated for cause shall not be entitled to cash out any accumulated, unused sick
leave.

Retiring employees may be eligible to convert 100% of their accumulated sick leave to
CalPERS service credit. Employees interested in electing this benefit shall submit a written
request to Human Resources prior to his or her last date of employment. Eligibility for this
benefit is determined by the City's CalPERS contract and applicable CalPERS rules and
regulations.

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

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

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

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

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

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

24 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per
25 occurrence and a maximum of two (2) occurrences per fiscal year may be taken by Executive
26 Group employees with pay as bereavement leave. Such leave may be used in the case of the
27 death of the eligible employee's father, father-in-law, mother, mother-in-law, brother, brother-
28 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.

1 Section 12. Medical Leave. A medical leave of absence is defined as an approved
2 medical leave (i.e., FMLA, CFRA, ADA, etc.) for employees. A medical leave of absence
3 without pay is defined as employees who have exhausted all accrued leaves and have
4 requested leave of absence without pay. Employees on an approved medical leave of absence
5 shall continue to receive City paid health, dental, vision, life and long-term disability
6 insurance provided they remain on paid status for a minimum of 80 hours in each calendar
7 month. Any combination of accumulated vacation, holiday, administrative leave, or
8 compensatory time may be utilized in order to achieve the 80-hour requirement. Accrual of
9 leave while on medical leave of absence shall be pro-rated based on the number of
10 compensable hours paid during each pay period. Disability payments may not be applied
11 towards this 80-hour minimum.

12 No Cafeteria Plan contributions will be paid to an employee while on medical leave of
13 absence after the employee exhausts all accrued leaves and is on "medical leave of absence
14 without pay" status.

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

22 **ARTICLE V** 23 **MISCELLANEOUS TERMS**

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

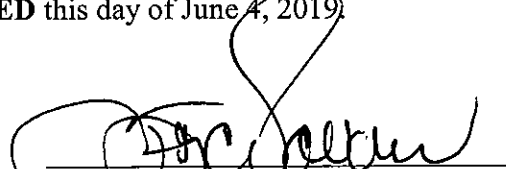
28 Section 2. Notices. Any notices to be given under this Resolution shall be in
writing and may be transmitted by personal delivery or mail, registered or certified, postage
prepaid. Mailed notices shall be addressed to the City of Colton at 650 North La Cadena
Drive, Colton, California, 92324; and 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-64-17 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.

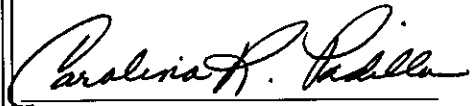
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED, AND ADOPTED this day of June 4, 2019)



Frank J. Navarro
Mayor

ATTEST:



CAROLINA R. PADILLA
City Clerk

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

4 CERTIFICATION

5
6 I, **CAROLINA R. PADILLA**, City Clerk for the City of Colton, California, do hereby
7 certify that the foregoing is a full, true and correct copy of **RESOLUTION NO. R-40-19**,
8 duly adopted by the City Council of said City, and approved by the Mayor of said City, at its
9 Regular Meeting of said City Council held on the **4th day of June 2019**, and that it was
10 adopted by the following vote, to wit:

11	AYES:	COUNCILMEMBER	Toro, Cisneros, Koperski, González, Woods, Suchil, Mayor Navarro
12			
13	NOES:	COUNCILMEMBER	None
14	ABSTAIN:	COUNCILMEMBER	None
15	ABSENT:	COUNCILMEMBER	None
16			

17 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of
18 the City of Colton, California, this ___ day of _____, ____.

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

24 (SEAL)
25
26
27
28