

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-10-11**

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

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

**WHEREAS**, the City has since amended the executive unit compensation and benefits package, most recently on 6-19-07;

**WHEREAS**, the City now desires to split-up the group of unrepresented employees into two groups of unrepresented employees – an executive group consisting of department-head level employees and a confidential group consisting of other employees who perform “confidential” functions as defined by Government Code Sections 3513 and 3562 – and establish a separate resolution governing elected officials; and

**WHEREAS**, this Resolution shall be for the Executive Group of employees.

**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 City Manager
- Community Services Director
- Development Services Director
- Fire Chief
- Management Services Director

1  
2  
3 Police Chief  
Public Works and Utilities Services Director

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

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

13 **ARTICLE II**  
14 **COMPENSATION**

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

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



1  
2  
3 Section 3. Retirement – PERS Fourth Level Survivor Benefit. The City will  
4 provide PERS 1959 Fourth Level Survivor benefits to all Executive Group miscellaneous  
5 employees, as set forth in Sections 21571 - 21583 of the Government Code.

6  
7  
8 Section 4. Retirement – Retiree Medical.

9 A. Effective October 1, 2003, Executive Group employees who retire, with  
10 either a service or disability retirement, from City employment may, at the retiree's discretion,  
11 choose to enroll in any available City-provided health insurance plan. Employees who retire  
12 shall be eligible for City-paid medical insurance coverage until eligible for Medicare based on  
13 the formula set forth below. Upon becoming eligible for Medicare, the employee may  
14 maintain medical insurance with the City by paying one hundred percent (100%) of his/her  
15 premium and any related spouse or dependent\* premium. If the retiree is ineligible for  
16 Medicare benefits, the City will continue to pay the premiums under the formula set forth  
17 below, provided the employee remains eligible for coverage under the City-provided health  
18 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:

26

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%

27

28 B. The retiree may use the allotted dollar amount to purchase medical  
29 insurance for himself or herself and their legal dependents. The percentage is based on the  
30 monthly Cafeteria Plan allowance for active city employees. The dollar amount may fluctuate  
31 in future years based on the Cafeteria Plan allowance determined by City Council. However,

1  
2 the dollar amount will never go below the amount the employee will receive when he/she  
3 retires.

4 C. In the event the retiree and/or dependent premium exceed the allowance  
5 amount per the above schedule/formula, the retiree shall be billed for and must pay the  
6 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.

7 D. In the event the retiree moves out of state to an area where the city's  
8 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.

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

11 F. In the event that the city reduces the cafeteria plan allowance, retirees  
12 will not receive an amount of premium dollars that is less than their allowance at the time of  
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,  
enrolled in a city health insurance plan at the time of the retiree's death, the city shall continue  
17 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.

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

19 Section 5. Retirement – Social Security. In the event the City and its employees  
20 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.

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

24 Section 7. Automobile Allowance. Automobile allowances for Executive Group  
25 employees no longer exist. Executive Group employees may submit reimbursement requests  
for mileage used in a personal vehicle for official City business. The reimbursement rate shall

1  
2  
3 be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same  
4 shall be in accordance with City policy. The application of this section supersedes any at-will  
5 agreements which provide for a separate automobile allowance. Notwithstanding the  
6 foregoing, at the City Manager's option the Police Chief, Fire Chief and Public Works and  
7 Utilities Services Director may be provided with an official City vehicle for their exclusive  
8 use. The City will maintain the vehicle and provide fuel for the vehicle at the City's facilities.  
9 The vehicle shall not be operated by persons other than these assigned employees, except that  
10 other employees of the City may use the vehicle for official City business with the consent of  
11 the respective Chief or Public Works and Utilities Services Director. The City understands  
12 that since the Police Chief, Fire Chief and Public Works and Utilities Services Director will  
13 remain on-call at all times, the vehicle may be used for personal as well as official business;  
14 provided, however, the vehicle shall never be used for personal use outside of the seven  
15 Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles,  
16 San Diego, Ventura and Santa Barbara.

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

22 Section 9. Health Insurance. Effective January 1, 2004, the city converted to a  
23 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Executive Group  
24 employees will receive a monthly allowance of nine hundred and ninety dollars (\$990) from  
25 which they can choose health insurance, dental insurance and vision. In addition,  
26 supplemental insurance opportunities will be provided in order for employees to purchase  
27 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.

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

In those instances where the employee's medical insurance premium is less than the  
City's monthly contribution, the difference between said cafeteria dollar amounts shall be  
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.

Section 10. Term Life Insurance. The City shall provide Executive Group  
employees term life insurance coverage in the amount of one hundred thousand dollars  
(\$100,000). A nominal monthly amount of approximately twelve dollars (\$12.00) 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.

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

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

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

25 Section 14. Uniforms. The Fire Chief shall receive fifty-two dollars and fifty cents  
26 (\$52.50) per month for uniform allowance. The Police Chief shall receive seventy dollars  
27 (\$70.00) per month for uniform allowance. Such allowance shall be paid on the last pay  
period in June. Such payment shall be for the prior year and shall be prorated for employees  
not working the full year.

#### ARTICLE IV LEAVES

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

7 Section 2. Vacation Leave - Accrual. Subject to the City Manager's rights  
8 provided for in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group  
9 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.

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. The use of vacation time in less than weekly increments is to be discouraged. 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.

1  
2  
3 Vacation shall not be taken during the first six months of service. Vacations shall be  
4 taken at times determined by the City Manager with due regard for the wishes of the employee  
5 and for the needs of the service.

6  
7 In the event one or more City holidays fall within an annual vacation leave, such  
8 holidays shall not be charged as vacation leave and the vacation leave shall be extended  
9 accordingly.

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

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

- 18 New Year’s Day
- 19 Martin Luther King’s Birthday
- 20 Presidents’ Day
- 21 Memorial Day
- 22 Independence Day
- 23 Labor Day
- 24 Columbus Day
- 25 Veterans’ Day (to be observed on second Monday in November)
- 26 Thanksgiving Day
- 27 Christmas Eve
- Christmas Day
- New Year’s Eve

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

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

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

36 Section 6. Sick Leave - Accrual. Subject to the City Manager’s rights provided for  
37 in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group employees shall accrue

1  
2  
3 sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave  
4 shall not be considered as a privilege, which an employee may use at his/her discretion, but  
5 shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave  
6 shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There  
7 shall be no limit on the amount that can be accumulated.

8  
9 Section 7. Sick Leave - Reports. In order to receive compensation while absent on  
10 sick leave, the employee shall notify the City Manager prior to or within four (4) hours after  
11 the time set for beginning his/her daily duties, or as may be specified by the City Manager.  
12 When absence is for more than three (3) work days, the employee shall file a physician's  
13 certificate or a personal affidavit with the City Manager, stating the cause of the absence.

14  
15 Section 8. Sick Leave -- Family Attendance. Employees shall have the option of  
16 using sick leave for attendance to family members, in an amount not to exceed the amount of  
17 six (6) months sick leave accrual, or the employee may elect to take leave without pay for  
18 attendance to family members. Family members include the employee's father, father-in-law,  
19 mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband,  
20 child, step-child, grandparent, grandchild or domestic partner.

21  
22 Section 9. Sick Leave -- Accumulated Hours at Termination. Except as otherwise  
23 herein stated, accumulated sick leave is lost when the employee is terminated. In no event  
24 shall employees who have not worked for the City as regular paid employees for more than  
25 five (5) years be entitled to use sick leave to defer termination of their employment by the  
26 City, nor shall they be compensated for sick leave upon such termination for any reason,  
27 including, but not limited to, retirement.

28  
29 An employee who is granted a service or disability retirement or otherwise is  
30 terminated from employment for any reason shall be compensated for a certain percentage of  
31 his/her accumulated unused sick leave (if and only if he/she has at least five (5) years of  
32 regular paid City service) by payment in a lump sum. That sum is determined as follows: The  
33 number of hours of sick leave accrued, multiplied by the hourly equivalent of the employee's  
34 base salary at the time of retirement or termination, multiplied by a percentage as follows:

35	If employed more than five (5) years, but less than ten (10)	10%
36	If employed ten (10) years, but less than fifteen (15)	25%
37	If employed fifteen (15) years, but less than twenty (20)	50%
38	If employed twenty (20) years or more	75%

39  
40 The Fire Chief and Police Chief, who by state law are entitled to up to one (1) year of  
41 salary while temporarily disabled due to job incurred injuries, shall not be entitled to use sick  
42 leave to defer their retirement for disability. Such personnel are not entitled to use sick leave  
43 for job incurred injuries. With regard to such personnel, they shall be retired as soon as it is  
44 determined that they are permanently disabled from performing the duties of their position.  
45 Upon it being determined that such a person is permanently so disabled, if he/she immediately  
46 applies for and consents to his/her retirement, then and only then, shall he/she be entitled to  
47 payment for accumulated sick leave. Such payment shall be computed as described above.

1  
2  
3 Section 10. Sick Leave – Buy Back. At the end of each fiscal year, Executive  
4 Group employees may elect to have the City buy back sick leave subject to the following  
5 requirements:

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

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

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

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

12  
13  
14  
15  
16  
17 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per  
18 occurrence and a maximum of two (2) occurrences per fiscal year may be taken by Executive  
19 Group employees with pay as bereavement leave. Such leave may be used in the case of the  
20 death of the eligible employee's father, father-in-law, mother, mother-in-law, brother, brother-  
21 in-law, sister, sister-in-law, wife, husband, child, grandchild, grandparent or grandparent of  
22 spouse. These hours shall not be eligible to be carried forward beyond the fiscal year. The  
23 City reserves the right to require reasonable verification of the need for such leave.

24 Section 12. Medical Leave. A medical leave of absence is defined as an approved  
25 medical leave for regular full-time employees who have exhausted accrued sick leave and  
26 requested leave of absence without pay. Employees on leave of absence without pay for more  
27 than three (3) consecutive months due to an industrial injury are eligible for the benefits  
described below. Employees on an approved medical leave of absence shall continue to  
receive City paid health, dental, life and long-term disability insurance, provided they remain  
in paid status for a minimum of eighty (80) hours in each calendar month. Any combination 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

1  
2 period. Workers' compensation and disability payments may not be applied towards this  
3 eighty (80) hour minimum.

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

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

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

## 11 **ARTICLE V** 12 **NEPOTISM**

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

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

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

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

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

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

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

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

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**ARTICLE VI**  
**MISCELLANEOUS TERMS**

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

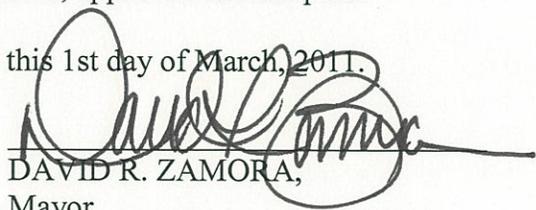
Section 1. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, 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.

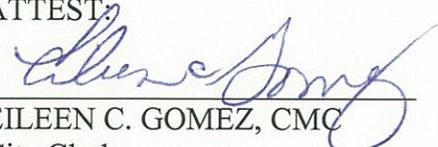
Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Executive Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution R-69-A-01 (Adopting Consolidated 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 1st day of March, 2011.

  
DAVID R. ZAMORA,  
Mayor

ATTEST:

  
EILEEN C. GOMEZ, CMC  
City Clerk

