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**RESOLUTION NO. R-11-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON  
GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED  
CONFIDENTIAL 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 Confidential 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 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)\*  
Chief Deputy City Clerk  
Deputy City Clerk  
Deputy Finance Director

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3 Executive Assistant(s)\*  
4 Human Resources Analyst  
5 Human Resources Manager  
6 Principal Management Analyst(s)\*  
7 Records Manager

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

14  
15 In addition, any other position created by the City Council and specifically designated  
16 by the City Council to be included in the Confidential Group shall be included, even before  
17 this Resolution is amended accordingly.

18  
19 Section 5. At-Will Employment; Agreements. Employees within the Confidential  
20 Group are at-will employees, and are subject to termination with or without cause or notice,  
21 and without right of appeal or hearing.

22  
23 Section 6. Management Rights; Working Hours/Days. The City and City Manager  
24 retain all management rights and have no meet and confer obligations with the Confidential  
25 Group. Within management rights, the City Manager reserves the right to change the work  
26 schedule, working hours, and working days of any Confidential Group employee. Such changes  
27 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.

28  
29 Section 7. Modified Schedules Effective July 1, 2011; Time Banks. All Confidential  
30 Group employees shall work a modified schedule effective July 1, 2011. The start time of  
31 each respective employee shall be one half (1/2) hour later than currently required. End time  
32 shall remain unchanged. For purposes of overtime, the work week shall remain 40 hours (e.g.,  
33 the first two (2) hours of overtime in any work week shall be paid at straight time). For  
34 employees in exempt classifications, the work week shall be redefined as thirty-eight (38)  
35 hours and the stated salary amounts for each classification shall be prorated accordingly.  
36 However, the hourly pay rates for these exempt employees that are used for calculating the  
37 "cash out" value of various benefits and that are reported to PERS will not be affected.

38  
39 All Confidential Group employees shall be credited with a twenty (20) hour time bank  
40 to be used as paid time off on the first pay period of the fiscal year. These hours must be used  
41 within the fiscal year credited and cannot be cashed-out upon termination of employment. If  
42 an employee has not used all hours by the end of the fiscal year, then the employee will only  
43 be credited in the next fiscal year with the number of hours that will bring the total number of  
44 hours in the time bank to twenty (20). In other words, the total number of hours in the time  
45 bank shall never exceed twenty (20) hours. In addition, the City retains the right at its  
46 discretion to require employees to take time off and use these "time bank" hours.

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3 **ARTICLE II**  
4 **COMPENSATION**

5 Section 1. Salary Table; Salaries. The salary range for Confidential Group  
6 employees shall be as provided in the City's comprehensive salary table, as such table may be  
7 amended from time to time. The table was last adopted by the City Council on June 8, 2010 as  
8 part of Resolution R-32-10. The specific base salary to be paid to individual Confidential  
9 Group employees shall be set in accordance with applicable City policies and procedures.

10 Section 2. Administrative Analysts & Executive Assistants. The Administrative  
11 Analysts and Executive Assistants in the Confidential Group will be benchmarked to the  
12 Administrative Analysts and Executive Assistants, respectively, in the Mid Management Unit.  
13 When the Administrative Analysts and Executive Assistants in the Mid Management Unit  
14 receive salary increases, the same increases shall be applied to the Administrative Analysts and  
15 Executive Assistants in the Confidential Group. In addition, the Executive Assistant to the  
16 City Council will be paid at minimum of ten percent (10%) above the other Executive  
17 Assistants in the Confidential Group.

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

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

Section 4. Bilingual Pay. The City agrees to pay fifty dollar (\$50) per month  
(twenty-five (\$25) to be paid on the first two pay periods of the month) to Confidential 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 Department Director shall terminate the bilingual compensation  
by written notice to the Human Resources Manager and employee. The Human Resources  
Manager may also terminate the bilingual compensation if he/she makes a like determination,  
and shall notify the Department Director. The bilingual pay is tied to the position rather than  
the individual employee, and will terminate if the employee moves to a new position.

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3 **ARTICLE III**  
**BENEFITS**

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

7 Employees hired before PERS’ Two-Tier Plan Amendment  
8 2.7% at age 55 formula  
9 One year final compensation  
10 Military buyback

11 Employees hired after PERS’ Two-Tier Plan Amendment  
12 2.5% at age 55 formula for other eligible employees  
13 One year final compensation  
14 Military buyback

15 Section 2. Retirement – Employee Contributions. Effective the first pay period  
16 following March 1, 2011, Confidential Group employees shall pay the full amount of the  
17 employee’s contribution to PERS (currently, eight percent (8%) for “miscellaneous”  
18 members).

19 Notwithstanding the foregoing, if before July 1, 2012 the City approves or adopts a  
20 memorandum of understanding with any bargaining unit of the City that does not include a  
21 requirement that each employee pay its full employee contribution to PERS (e.g. 8% for  
22 “miscellaneous” members or 9% for “safety” members), the City shall once again pay four  
23 percent (4%) of the “miscellaneous” members’ employee contributions on a prospective basis  
24 from the date of approval or adoption of the memorandum of understanding.

25 Section 3. Retirement – PERS Forth Level Survivor Benefit. The City will provide  
26 PERS 1959 Forth Level Survivor benefits to all Confidential Group miscellaneous employees,  
27 as set forth in Sections 21571 - 21583 of the Government Code.

Section 4. Retirement – Retiree Medical.

A. Effective October 1, 2003, Confidential Group employees who retire,  
with either a service or disability retirement, from City employment may, at the retiree's  
discretion, choose to enroll in any available City-provided health insurance plan. Employees  
who retire shall be eligible for City-paid medical insurance coverage until eligible for  
Medicare based on the formula set forth below. Upon becoming eligible for Medicare, the  
employee may maintain medical insurance with the City by paying one hundred percent  
(100%) of his/her premium and any related spouse or dependent\* premium. If the retiree is  
ineligible for Medicare benefits, the City will continue to pay the premiums under the formula  
set forth below, provided the employee remains eligible for coverage under the City-provided  
health insurance plan. The retiree is responsible for any portion of the health care premium  
(including any applicable spouse or dependent coverage) not covered by this formula.

Participation in any health insurance plan, whether at the City's or the employee's expense, is subject to any rules and conditions imposed by the carrier, as well as contingent upon the carrier's approving the enrollment of the retiree and any applicable spouse or dependent. Further, the retiree, spouse or dependent shall be financially responsible for complying with any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the following:

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

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

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

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

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

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

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

7 H. Surviving Spouse and Dependent Coverage in the Event of Death of the  
8 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  
9 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.

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

11 Section 5. Retirement – Social Security. In the event the City and its employees  
12 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.

13 Section 6. Medicare. Confidential Group employees hired by the City on or after  
14 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  
15 contributions.

16 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  
17 employees will receive a monthly allowance of nine hundred and ninety dollars (\$990) from  
which they can choose health insurance, dental insurance and vision. In addition,  
18 supplemental insurance opportunities will be provided in order for employees to purchase  
supplemental medical insurance and childcare coverage through pre-tax dollars.

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

21 On January 1, 2006, the maximum differential provided to the employee may cap out at  
22 \$500.

23 In those instances where the employee's medical insurance premium is less than the City's  
24 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.

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

13 Section 9. Tuition Reimbursement. All Confidential 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 10. Annual Physical Examination/Medical Reimbursement. The City shall  
22 provide an annual (fiscal year) physical allowance of five hundred dollars (\$500) to  
23 Confidential Group employees, to include reimbursement for non-covered medical, dental, or  
24 vision expenses and/or deductibles for employee and covered dependents.

25 **ARTICLE IV**  
26 **LEAVES**

27 Section 1. Administrative Leave. Each Confidential Group employee shall receive  
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 forty (40) 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.

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

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

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

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

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

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

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

28 For employees working a 4/10 work schedule, if Christmas Eve, New Year's Eve,  
29 Christmas Day or New Year's Day fall on a regularly scheduled day off, ten (10) hours shall  
30 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.

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

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

6 Section 6. Sick Leave - Accrual. All Confidential Group employees shall accrue  
7 sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave  
8 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.

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

13 Section 8. Sick Leave - Family Attendance. Employees shall have the option of  
14 using sick leave for attendance to family members, in an amount not to exceed the amount of  
15 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,  
16 mother, mother-in-law, step-parent, brother brother-in-law, sister, sister-in-law, wife, husband,  
child, step-child, grandparent, grandchild or domestic partner.

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

20 An employee who is granted a service or disability retirement or otherwise is  
21 terminated from employment for any reason shall be compensated for a certain percentage of  
22 his/her accumulated unused sick leave (if and only if he/she has at least five (5) years of  
regular 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:

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

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

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

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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.

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

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

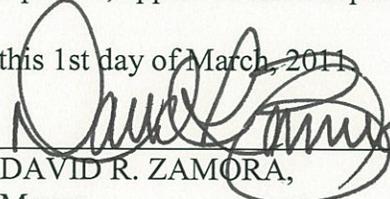
Section 1. Severability. If any provision of this Resolution, or the application of  
such provision to any person or circumstance, shall be held invalid, the remainder of this  
Resolution, or the application of such provision to persons or circumstances other than those as  
to which it is held invalid,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

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

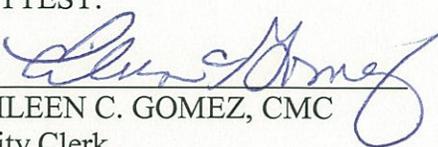
Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior  
resolutions or approved compensation and benefit documents for the employees in this  
Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution,  
including Resolution R-69-A-01 (Adopting Consolidated Compensation Resolution for the  
Executive Unit) and subsequent amendments thereto, and Resolution R-114-07.

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

  
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DAVID R. ZAMORA,  
Mayor

ATTEST:

  
\_\_\_\_\_  
EILEEN C. GOMEZ, CMC  
City Clerk

