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RESOLUTION NO. R-37-23

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

WHEREAS, the City of Colton (“City”) through Resolution No. R-11-11 created a separate group of non-represented employees who perform “confidential” functions as defined by Government Code Sections 3515 and 3562;

WHEREAS, the City from time to time may elect to make adjustments to the compensation and benefits for the Confidential Group consistent with practices for the City’s represented employees; and

WHEREAS, the City now desires the City Council to update the members of the Confidential Group regarding the classifications, salary and benefits for the Confidential Group.

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

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

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

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

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

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

- Assistant to the City Manager
- Deputy City Clerk
- Executive Assistant to the City Manager
- Finance Manager
- Human Resources Analyst
- Human Resources Specialist

1 Payroll Analyst
2 Senior Finance Analyst
3 Senior Human Resources Analyst
4 Senior Risk Management Analyst

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

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

11 Section 6. Management Rights; Working Hours/Days. The City and City Manager
12 retain all management rights and have no meet and confer obligations with the Confidential
13 Group. Within management rights, the City Manager reserves the right to change the work
14 schedule, working hours, and working days of any Confidential Group employee. Such changes
15 include requiring Confidential Group employees to work a 9/80 (i.e., alternating Fridays off) or
16 Monday 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 ranges for Confidential 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 specific base salary to be paid to individual Confidential
18 Group employees shall be set in accordance with applicable City policies and procedures. In
19 the event that a salary increase or new position provided for in this Resolution causes the salary
20 of an employee to exceed the approved salary range, City staff shall proceed with the
21 implementation of the salary increase, and the approved salary range shall be amended as part
22 of the next update to the comprehensive salary table.

23 The City will provide the following salary increases:

- 24 • Effective July 1, 2023, there shall be a 2% salary increase.
- 25 • Following City Council approved Resolution, effective July 1, 2023 there shall
26 be a ten percent (10%) salary increase.
- 27 • Effective July 1, 2024, there shall be a 1.5% salary increase.

28 Section 2. Acting Pay. Any Confidential Group employee assigned to work in a
higher classification for a period of thirty-nine (39) consecutive work hours or more, shall
receive compensation from the first hour until the assignment is completed. The acting pay
compensation shall be equal to the same step of the acting position's pay range or five percent
(5%) of their base salary, whichever is higher. Regularly scheduled holidays shall be counted
as "work hours" for the purpose of qualifying for acting pay only. All other leave hours shall

1 not count as "work hours" for the purpose of qualifying for acting pay. Administrative Policy
2 4.05.170 shall be followed with only the proscribed pay increase, and no increase in benefits
3 provided to a Confidential Group employee in acting pay status.

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

10 Section 3. Special Assignment Compensation. Confidential Group employees
11 who have been given a temporary assignment involving the performance of more difficult
12 duties and requiring a greater level of skills(s) or duties outside of their classification, may be
13 granted additional compensation.

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

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

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

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

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

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

29 Section 4. Bilingual Pay. The City agrees to pay one hundred dollars \$100 per
30 month (fifty dollars (\$50) to be paid on the first two pay periods of the month) to Confidential
31 Group employees who successfully complete a bilingual examination and who have been

1 approved by the City Manager. When the skill is no longer needed, the employee is not
2 required to use it, or ceases to possess it, the Department Director shall terminate the bilingual
3 compensation by written notice to the Human Resources Director and employee. The Human
4 Resources Director may also terminate the bilingual compensation if he/she makes a like
5 determination, and shall notify the Department Director. The bilingual pay is tied to the
6 position rather than the individual employee, and will terminate if the employee moves to a
7 new position.

8 Section 5. Educational Incentive. Employees with a degree above or beyond that
9 which is required as part of the minimum requirements for the job will receive an additional
10 5% of base pay. The incentive pay must be tied to the job description and is subject to
11 recommendation by the Department Head Director with approval by the Human Resources
12 Director or designee and the City Manager.

13 Section 6. Longevity Pay. Employees who have 3 ½ years of City service and who
14 have been at "E" Step for two years shall receive a one-time 2% longevity adjustment to base
15 salary.

16 Any employee who is promoted, transferred, and/or demoted within the Confidential Unit will
17 retain his/her 2% longevity pay that he/she has earned in a prior position with the City. Any
18 such employee shall also not be eligible for an additional longevity increase pursuant to this
19 Section.

20 Section 7. Utility Credit. Confidential Unit employee who resides within the City
21 of Colton limits shall receive \$100 per month per employee household as a credit against the
22 cost of electric and water service during the time the employee resides in the City. To qualify
23 for the credit, the employee must present proof of residency and the utility bills must be under
24 their name. The employee must recertify every year to remain eligible for the Utility Credit.

25 The method of receiving the Utility Credit will be through payroll deduction as taxable
26 earnings.

27 **ARTICLE III**

28 **BENEFITS**

Section 1. Retirement CalPERS. The City shall provide Confidential Group
employees with retirement benefits, as currently specified under the city's applicable contracts
with the Public Employees' Retirement System (PERS) and consistent with the provisions of
the Public Employees' Pension Reform Act of 2013 (PEPRA). Each employee shall pay the
full amount of the normal member contribution. Any Unit member that established CalPERS
membership prior to the implementation of the Public Employees' Pension Reform Act of
2013 (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

1 applicable to members participating in these retirement formulas continues to be 8%. Any
2 Unit member that is considered a "new member" as defined in PEPR shall be subject to the
3 PEPR retirement formula for miscellaneous members is 2% @ 62. The normal member
4 contribution for "new members" will be determined by CalPERS in accordance with PEPR.

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

6 Section 3. Retirement – Retiree Medical.

7 A. Effective October 1, 2003, Confidential Group employees hired before
8 July 1, 2017 who retire, with either a service or disability retirement, from City employment
9 may, at the retiree's discretion, choose to enroll in any available City-provided health insurance
10 plan. Employees who retire shall be eligible for City-paid medical insurance coverage until
11 eligible for Medicare based on the formula set forth below. Upon becoming eligible for
12 Medicare, the employee may maintain medical insurance with the City by paying one hundred
13 percent (100%) of his/her premium and any related spouse or dependent* premium. If the
14 retiree is ineligible for Medicare benefits, the City will continue to pay the premiums under the
15 formula set forth below, provided the employee remains eligible for coverage under the City-
16 provided health insurance plan. The retiree is responsible for any portion of the health care
17 premium (including any applicable spouse or dependent coverage) not covered by this formula.
18 Participation in any health insurance plan, whether at the City's or the employee's expense, is
19 subject to any rules and conditions imposed by the carrier, as well as contingent upon the
20 carrier's approving the enrollment of the retiree and any applicable spouse or dependent.
21 Further, the retiree, spouse or dependent shall be financially responsible for complying with
22 any carrier-imposed rule or condition. Retirees shall receive premium dollars based on the
23 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 Effective June 30, 2024 the City's contribution for Retiree Health Insurance for all employees
3 hired prior to October 1, 2017 and who retire after the adoption of this Resolution shall be
4 capped at \$1,225 per month and adjusted by the sliding scale of years of service and associated
5 Percentages set forth in the table above.

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

12 C. EMPLOYEES HIRED ON OR AFTER JULY 1, 2017: For employees
13 in this unit who are hired on or after July 1, 2017; the City shall contribute the mandated
14 minimum sum as required per month toward the payment of premiums for retiree medical
15 insurance under the PEMHCA program. As the mandated minimum is increased, the City shall
16 make appropriate adjustments.

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

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

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

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

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

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

1 Section 5. Retirement – Social Security. In the event the City and its employees
2 are required to participate in the Federal Social Security Program, the contribution designated
3 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.

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

7 Section 7. Health Insurance. Effective January 1, 2004, the city converted to a
8 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Confidential Group
employees will receive a monthly cafeteria allowance increase as follows:

- 9
- 10 • First full pay period in July 2023: increase by an additional \$41.66 (\$1,225.00/month)
 - 11 • Following approval of resolution by City Council, increase the monthly cafeteria
12 allowance on the first full payroll cycle following July 1, 2023 by an additional \$200
per month, resulting in the cafeteria allowance up to \$1,425.00 per month.

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

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

21 EMPLOYEES HIRED ON OR AFTER JULY 1, 2017: Employees hired on or after
22 July 1, 2017, shall have a maximum cap of \$500/mo. for cash in-lieu or for the difference
between the medical insurance premium and the cafeteria dollar amount.

23 Section 8. Short Term Disability. The City shall provide to each represented
24 employee a short-term disability program with an eligibility period of 30 continuous days. The
25 terms of the plan shall be more fully set forth in the plan documents; however, it shall provide
26 for up to six (6) months of coverage at 66 2/3% of the first \$2,425 of the employee's weekly
pre-disability earnings, reduced by any deductible income. The elimination period is defined as
27 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
28 base salary including the disability allowance.

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 recommendation of the Department Director and 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 Department Director with due regard for the wishes of the employee and for the needs of the service.

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

1
2 No person shall be permitted to work for compensation for the City during his/her
3 vacation, except with prior approval of the City Manager.

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

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

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

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

28 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. All Confidential 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 his/her immediate superior prior to or within four (4)

1 hours 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, husband,
9 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 the employee is terminated, retires, or otherwise
12 separates from employment. In no event shall employees who have not worked for the City as
13 regular full-time for more than five (5) continuous years be entitled to use sick leave to defer
14 termination of their employment by the City, nor shall they be compensated for sick leave upon
15 such termination for any reason, including, but not limited to retirement.

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

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

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

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

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

6 Min. Years Of Service	Number of Hours Buy Back	Minimum Hours Sick Leave Retention
7 3	20	100
8 4	30	100
9 5	40	100
10 6	50	100
11 7	60	100
12 8	70	100
13 9	80	100
10 10	90	100
11 11	100	100
12 12	120	100

14 Section 11. Bereavement Leave. Two (2) occurrences of up to forty (40) hours per
15 occurrence per fiscal year may be granted to Confidential Group employees, with pay, as
16 bereavement leave. Such leave may be used in the case of the death of the eligible employee's
17 father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, wife,
18 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.

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

26 No Cafeteria Plan will be paid to an employee while on medical leave of absence after
27 the employee exhausts all accrued leaves and is in "medical leave of absence without pay"
28 status, unless required by applicable law.

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

8 **ARTICLE V**
9 **MISCELLANEOUS TERMS**

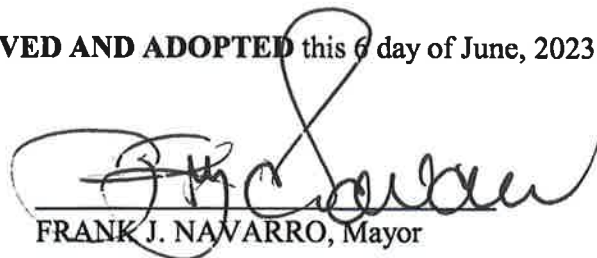
10 **Section 1. Severability.** If any provision of this Resolution, or the application of
11 such provision to any person or circumstance, shall be held invalid, the remainder of this
12 Resolution, or the application of such provision to persons or circumstances other than those as
13 to which it is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

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

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

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

26 **PASSED, APPROVED AND ADOPTED** this 6 day of June, 2023.

27 
FRANK J. NAVARRO, Mayor

28 ATTEST:

29 
STEPHANIE VARGAS, Deputy City Clerk