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Human Resources and Risk Management Director
Police Chief
Public Works and Utility Services Director

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

Section 5. At-Will Employment; Agreements. With the exception of the City Engineer, who is subject to the City's civil service system, Employees within the Executive Group are at-will employees as they have been excluded from the City's civil service system pursuant to Colton Municipal Code Section 2.48.150, and as such are subject to termination with or without cause or notice, 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 to the extent that the terms and conditions of such employment agreements are not inconsistent with or contrary to the terms and conditions of this Resolution, any salary range adopted by the City Council, or any other City policy or procedure. The City Council also authorizes the City Manager to enter into an employment agreement with the Assistant Director of Public Works and Engineering and the Assistant Director of Utility Operations to the extent that the terms and conditions of such agreements are not inconsistent with or contrary to the terms and conditions of this Resolution, any salary range adopted by the City Council, the City's civil service system, or any other City policy or procedure.

Section 6. Management Rights; Working Hours/Days. The City Council and City Manager retain all management rights and have no meet and confer obligations with the Executive Group. Within management rights, the City Manager reserves the right to change the work schedule, working hours, and working days of any Executive Group employee. Such changes include requiring Executive 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.

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

ARTICLE II
COMPENSATION

Section 1. Salary Table; Salaries. The salary ranges for Executive Group employees shall be as provided in the City's comprehensive salary table, as such table may be amended from time to time. The specific base salary to be paid to individual 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 salary range for their position.



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2 Section 2. Bilingual Pay. The City agrees to pay fifty dollars (\$50) per month,
3 (twenty-five dollars (\$25) to be paid on the first two pay periods of the month) to
4 Executive Group employees who successfully complete a bilingual examination and who
5 have been approved by the City Manager. When the skill is no longer needed, the
6 employee is not required to use it, or ceases to possess it; the City Manager shall terminate
7 the bilingual compensation by written notice to the Human Resources Director and
8 employee. The bilingual pay is tied to the position rather than the individual employee,
9 and will terminate if the employee moves to a new position.

7 Section 3. Longevity Pay. Effective in the pay period following ratification and
8 City Council approval of this MOU, eligible employees shall receive a monthly longevity
9 stipend as follows: Payment of the longevity stipend shall be issued on a biweekly
10 schedule (26 payments per year) in the following amounts:

- 11 1. Upon completion of 15th year of service = \$100mo (\$46.15 biweekly payment)
- 12 2. Upon completion of 20th year of service = \$200mo (\$92.31 biweekly payment)
- 13 3. Upon completion of 25th year of service = \$300mo (\$138.46 biweekly payment)

13 Continuous service and employment with the City of Colton qualifies for this benefit.
14 Eligible employees shall only receive one monthly longevity stipend. Longevity stipends
15 shall not be cumulative. Years of service with the City of Colton determines eligibility for
16 the longevity stipend.

16 Section 4. Education Incentive. An Executive Group employee who has obtained
17 one of the following, above their minimum job requirements, shall receive an additional
18 five percent (5%) of their regular base salary upon submitting documentation of
19 certification or academic degree.

- 19 • Master of Arts or Science degree from an accredited college or university, or
- 20 • Doctoral degree from an accredited college or university, or
- 21 • A professional, graduate-level certification or credential specific to their field of
22 expertise (Law, Fire, Community Services, Finance, Public Works, Water,
23 Electric, Development Services, and Human Resources) from an industry-
24 recognized, sanctioning entity within their field of expertise as determined and
25 approved by the City Manager. This professional, graduate-level certification or
26 credential should enhance furtherance of City or continuing educational and
27 professional development goals. The certification shall be considered a “terminal
28 certification” meaning it is the highest academic certification or credential that
can be awarded in a particular field.

The above educational incentive is non-cumulative.

ARTICLE III
BENEFITS

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

4 Employees hired before PERS’ Two-Tier Plan Amendment

- 5 3% at age 50 formula for Police Chief;
- 6 3% at age 50 formula for Fire Chief;
- 7 2.7% at age 55 formula for miscellaneous employees
- 8 One-year final compensation
- 9 Military buyback
- 10 Post-Retirement Survivor Allowance for Fire, and Police Chief

11 Employees hired after PERS’ Two-Tier Plan Amendment

- 12 3% at age 55 formula for Police Chief;
- 13 3% at age 55 formula for Fire Chief;
- 14 2.5% at age 55 formula for miscellaneous employees
- 15 One-year final compensation
- 16 Military buyback
- 17 Post-Retirement Survivor Allowance for Fire, and Police Chief

18 Notwithstanding the above, pursuant to the California Public Employees’ Reform Act of
19 2013 (“PEPRA”), retirement benefits are based on whether an employee is considered a
20 “new member” or a “classic member.” For safety members, the Police and Fire Chiefs, a
21 member will be considered a “new member” if: (i) he or she becomes a member of
22 CalPERS for the first time on or after January 1, 2013, and he or she was not previously a
23 member of any other public retirement system; (ii) he or she becomes a member of
24 CalPERS for the first time on or after January 1, 2013 and he or she was a member of
25 another public retirement system prior to January 1, 2013, but is not eligible for reciprocity
26 pursuant to the Code Section 7522.02(c) and Section 579.3 of Title 2 of the California
27 Code of Regulations; or (iii) he or she who was an active CalPERS member prior to
28 January 1, 2013 with an employer other than the City, and then after a break in service
lasting more than six months, is hired by the City after January 1, 2013. Employees who
are not “new members” are considered “classic members.”

29 A. Retirement Formulas and Contributions

30 (a) Classic Members.

31 (i) Employees Hired Before October 15, 2011. Classic members
32 who are sworn employees hired before October 15, 2011 shall be enrolled in the City’s 3%
33 at 50 retirement plan. The normal member contribution required by CalPERS, currently
34 9% of PERSable compensation, shall be paid by each employee via salary reduction. Final
35 compensation shall be determined by using the “highest single year of compensation”
36 pursuant to California Government Code section 20042.

37 (ii) Employees Hired On or After October 15, 2011 Classic
38 members who are sworn employees hired on or after October 15, 2011 shall be enrolled in
the City’s 3% at 55 retirement plan. The normal member contribution required by
CalPERS, currently 9% of PERSable compensation, shall be paid by each employee via

1 salary reduction. Final compensation shall be determined by using the “highest single year
2 of compensation” pursuant to California Government Code section 20042.

3 (b) New Members.

4 Pursuant to PEPRA, new safety members hired on or after January 1, 2013
5 shall be enrolled in the 2.7% at 57 retirement plan. PEPRA requires new safety members
6 to contribute fifty percent (50%) of the annual actuarially determined normal cost
7 attributable to the applicable retirement plan in which they are enrolled (i.e., 2.7% at 57
8 retirement plan), rounded to the nearest quarter of 1 percent. This mandatory employee
9 contribution amount is set by CalPERS on an annual basis. Final compensation shall be
determined based on a period of thirty-six (36) consecutive months as required by PEPRA.
PERSable compensation will be determined in accordance with PEPRA and regulations
adopted by CalPERS.

10 For miscellaneous members, each member shall pay the full amount of the normal member
11 contribution. Any Executive Group member that established CalPERS membership prior to
12 the implementation of the PEPRA in connection with City employment or that otherwise
13 establishes “classic member” status, as defined in Section 579.1 of the California Code of
14 Regulations, shall be subject to one of the following pre-PEPRA retirement formulas
15 determined on the basis of their original date of hire: 2.7% at 55 or 2.5% at 55. The
16 normal member contribution applicable to members participating in these retirement
17 formulas continues to be eight percent (8%). Any Executive Group member that is
18 considered a “new member” as defined in PEPRA shall be subject to the PEPRA
19 retirement formula for non-safety “new members” which is: 2% at age 62, with a minimum
20 benefit of 1% at age 52 and a maximum benefit of 2.5% at age 67. The normal member
21 contribution for “new members” will be determined by CalPERS in accordance with
22 PEPRA.

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

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

Section 4. Retirement – Retiree Medical.

A. Effective October 1, 2003, Executive 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

1 coverage under the City-provided health insurance plan. The retiree is responsible for any
2 portion of the health care premium (including any applicable spouse or dependent
3 coverage) not covered by this formula.

4 Effective June 30, 2024 the City's contribution for Retiree Health Insurance for all
5 employees hired prior to October 1, 2017 shall be capped at \$1,225 per month. Retirees
6 shall receive premium dollars based on the following:

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

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

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

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

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

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

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

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

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

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

17 Section 7. Automobile Allowance. Notwithstanding current employment
18 agreements, City Manager, at his/her sole discretion, may provide automobile allowance to
19 an Executive Group employee, up to an amount of \$450 per month. In the absence of such
20 an allowance, Executive Group employees may submit reimbursement requests for
21 mileage used in a personal vehicle for official City business. The reimbursement rate shall
22 be the I.R.S. allowable rate, and all reimbursements and documentation supporting the
23 same shall be in accordance with City policy. The application of this section supersedes
24 any at-will agreements which provide for a separate automobile allowance. At the City
25 Manager's option the Police Chief, Fire Chief and Public Works Director may be provided
26 with an official City vehicle for their exclusive use. The City will maintain the vehicle and
27 provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by
28 persons other than these assigned employees, except that other employees of the City may
use the vehicle for official City business with the consent of the respective Chief or Public
Works Director. The City understands that since the Police Chief, Fire Chief and Public
Works Director will remain on-call at all times, the vehicle may be used for personal as
well as official business; provided, however, the vehicle shall never be used for personal
use outside of the seven Southern California counties consisting of San Bernardino,
Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara. With the
exception of qualified non-personal use vehicles as designated by the IRS, the City will
report to the IRS any fringe benefits received for personal use of a city vehicle in
accordance with Publication 15-B, Employer's Tax Guide to Fringe Benefits.

Section 8. Severance Pay. As part of an at-will employment agreement, the City
Manager may provide an Executive Group employee with a termination without cause
severance payment. For Executive Group employees hired or promoted into the Executive
Group on or after January 1, 2010, the City Manager's ability to negotiate a "without
cause" severance payment is limited as follows: The amount of the severance payment
shall not initially exceed the value of three (3) months' of base salary, except that the

1 amount may be increased by an additional month for each full year of service in the
2 Executive Group, up to a total of six (6) months. In no event shall the amount of severance
3 exceed the value of six (6) months' base salary or the value of base salary to be paid on the
unexpired term of the employment agreement, whichever is less.

4 Section 9. Health Insurance. Effective January 1, 2004, the city converted to a
5 Section 125 Cafeteria Plan. Under the cafeteria plan, all participating Confidential Group
6 employees will receive a monthly cafeteria allowance increase as follows:

7 Following approval of resolution by City Council, increase the monthly cafeteria
8 allowance on August 1, 2024, by an additional \$200 per month, resulting in the cafeteria
allowance up to \$1,625.00 per month.

9 Employees can choose health insurance, dental insurance, and vision. In addition,
10 supplemental insurance opportunities will be provided for employees to purchase
11 supplemental medical insurance and childcare coverage through pre-tax dollars.

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

14 In those instances where the employee's medical insurance premium is less than the
15 City's monthly contribution, the difference between said cafeteria dollar amounts shall be
16 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.

17 Employees who provide the City with satisfactory proof of alternate group health
18 coverage comparable to the City's offered health insurance plans can decline, in writing,
19 coverage on the City's medical insurance plans. The alternative health coverage must meet
20 all requirements of the Affordable Care Act (ACA) and related regulations for an eligible
21 Opt-Out Arrangement. In those instances where the employee's medical insurance
22 premium is less than 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.

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

26 Section 10. Term Life Insurance. The City shall provide Executive Group
27 employees term life insurance coverage in the amount of one hundred thousand dollars
28 (\$100,000). A nominal monthly amount 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.

Section 11. Short-Term Disability Insurance. The City shall provide to each
represented employee a short-term disability program with an eligibility period of 30
continuous days. The terms of the plan shall be more fully set forth in the plan documents;

1 however, it shall provide for up to six (6) months of coverage at 66 2/3% of the first
2 \$2,425 of the employee's weekly pre-disability earnings, reduced by any deductible
3 income. The elimination period is defined as the first 30 calendar days of each period of
4 total disability. The employee may choose to supplement the disability allowance with
5 accumulated paid leave up to a maximum of 100% of base salary including the disability
allowance. However, should the employee elect to use sick leave, the equivalent dollar
value shall be deducted from the disability allowance.

6 Section 12. Long Term Disability. The City shall provide to each represented
7 full-time employee a long-term disability program. The terms of the plan shall be more
8 fully set forth in the plan documents; however, it shall provide coverage at 66 2/3% of the
9 first \$15,750 of the employee's weekly pre-disability earnings, reduced by any deductible
10 benefits. The elimination period is defined as the first 180 calendar days of each period of
11 total disability. The employee may choose to supplement the disability allowance with
accumulated paid leave up to a maximum of 100% of base salary including the disability
allowance. However, should the employee elect to use sick leave, the equivalent dollar
value shall be deducted from the disability allowance.

12 Section 13. Tuition Reimbursement. All Executive Group employees may be
13 reimbursed up to five thousand dollars (\$5,000) per employee, per fiscal year, for one
14 hundred percent (100%) of tuition and textbook costs, including fees for professional
15 development classes, workshops and seminars, so long as funds are available. Such
16 expenditure must enhance furtherance of City or continuing educational and professional
17 development goals. Requests for such reimbursement must be approved by the City
18 Manager after the successful completion of the course. The educational development shall
not be considered as time actually worked for purposes of computing overtime, and
normally shall not occur during regular work hours unless approved in advance by the City
Manager.

19 Section 14. Annual Physical Examination/Medical Reimbursement. The City
20 shall provide an annual (fiscal year) physical allowance of one thousand dollars (\$1,000) to
21 Executive Group employees, to include reimbursement for non-covered medical, dental, or
vision expenses and/or deductibles for employee and covered dependents.

22 Section 15. Uniforms. The Police Chief shall receive seventy dollars (\$70.00) per
23 month for uniform allowance. Such allowance shall be paid on the last pay period in June.
24 Such payment shall be for the prior year and shall be prorated for employees not working
the full year.

25 UNIFORM VALUE: With respect to safety employees who do not qualify as "new
26 members" under the California Public Employees' Pension Reform Act (PEPRA), the City
27 shall report to CalPERS the monetary value of uniforms for those employees required to
28 wear uniforms in the amount of \$19.32 per pay period. The parties agree the reported
value of uniforms intended to reflect clothing such as pants, shirts, jackets, and related
attire.

Section 16. POST Certificate Pay. Chief of Police possessing a Peace Officer
Standards and Training (POST) Management Certificate shall receive twelve thousand

1 dollars (\$12,000) per year for the POST Certificate, payable in equal installments at the
2 same time as payment of the base salary.

3 Section 17. Executive Fire Officer Program (EFO) Certificate Pay. Fire Chief
4 possessing an Executive Fire Officer (EFO) Certificate from the National Fire Academy
5 shall receive twelve thousand dollars (\$12,000) per year for the EFO Certificate, payable in
6 equal installments at the same time as payment of the base salary.

7 Section 18. Public Information Officer (PIO) Designation: At the discretion of the
8 City Manager, an Executive Director may be designated as the City's PIO for
9 coordination/dissemination of city information or reactions to public events. With such
10 designation the designated PIO shall receive an additional five percent (5%) of their
11 regular base salary.

12 Section 19. For Safety Executive Group. Staff members promoted from another
13 represented City of Colton position, the staff member in question shall not realize a loss or
14 reduction in benefits, as a result of his/her promotion. The City Manager is authorized to
15 approve benefits for staff members promoting into the Executive Group, which are
16 equitable to those provided in the current Memorandum of Understanding between the
17 applicable employee group and the City. Any shift overtime benefit is excluded.

14 **ARTICLE IV** 15 **LEAVES**

16 Section 1. Administrative Leave. Each Executive Group employee shall receive
17 eighty (80) hours annual administrative leave per fiscal year. An employee may not carry-
18 over unused leave from year to year. However, during each fiscal year, employees may
19 elect to have the City buy back up to eighty (80) hours of unused administrative leave.
20 The cash value shall be computed as the hourly equivalent of the employee's base salary at
21 the time of cash-out.

22 Section 2. Vacation Leave - Accrual. Subject to the City Manager's rights
23 provided for in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group
24 employees shall accrue vacation time in accordance with the following:

23 During Years of 24 Continuous 25 Service	Hours of Accrual Per Month of Service	Annual Accrual	Maximum Accrual Accumulation
26 1-5	10	120	240
27 6-10	13 1/2	160	320
28 11	14	168	336
12	14 2/3	176	352
13	15 1/3	184	368
14	16	192	384
15+	16 2/3	200	400

Vacation leave accrual ceases when maximum accrual is reached.

1 Notwithstanding anything in this section to the contrary, employees do not accrue
2 vacation time during the first six months of employment. Vacation time shall be deemed
3 credited during this period with accrual effective upon employee's monthly anniversary
4 date. Vacation accrual may be accumulated to not more than the appropriate maximum
5 accumulation, except upon written request of the affected employee and approval of the
6 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. The City
Manager, at his discretion, may grant an initial balance of 80 hour accrual bank to a new
onboarding executive.

7 Previous city or comparable public agency (governed by state law with an elected
8 body) employment periods, during which vacation was accrued, may be considered as
9 continuous service for the purpose of computing vacation rate upon the written request of
the appointing authority and approval of the City Manager.

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

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

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

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

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

23 Section 4. Vacation Leave – Sell Back. During the fiscal year, Executive Group
24 employees may elect to have the City buy back up to one hundred (100) hours of vacation
25 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
time of cash-out.

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

New Year's Day
Martin Luther King's Birthday

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- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day (to be observed on second Monday in November)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

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

When one of the fixed holidays falls on a Friday, the preceding Thursday shall be treated as a paid holiday; when a holiday falls on a Saturday, ten (10) hours shall be added to the employee's floating holiday bank; when a holiday falls on a Sunday, the following Monday shall be treated as a paid holiday.

Section 6. Sick Leave - Accrual. Subject to the City Manager's rights provided for in Colton Municipal Code Section 2.16.070(B)(6), all Executive Group employees shall accrue sick leave with pay at the rate of eight (8) hours for each calendar month of service. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability. Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year for full-time employees. There shall be no limit on the amount that can be accumulated. The City Manager, at his discretion, may grant an initial balance of 100 hour accrual bank to a new onboarding executive.

Section 7. Sick Leave - Reports. In order to receive compensation while absent on sick leave, the employee shall notify the City Manager prior to or within four (4) hours after the time set for beginning his/her daily duties, or as may be specified by the City 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.

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

Section 9. Sick Leave - Accumulated Hours at Termination. Except as set forth below, all accrued sick leave is lost when an employee is terminated, retires, or otherwise

1 separates from employment. In no event shall employees who have not worked for the
2 City as regular full-time employees for more than five (5) continuous years be entitled to
3 use sick leave to defer termination of their employment by the City, nor shall they be
4 compensated for sick leave upon such termination for any reason including but not limited
5 to retirement.

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

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

13	If employed more than five years, but less than ten:	10%
14	If employed ten years, but less than fifteen:	25%
15	If employed fifteen years, but less than twenty:	50%
16	If employed twenty years or more:	75%

17 “Years” as used above means continuous years of employment with the City.

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

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

22 Retiring employees in Safety (Fire and Police Chief) may be eligible to convert
23 100% of their accumulated sick leave to CalPERS service credit. Employees interested in
24 electing this benefit shall submit a written request to Human Resources prior to his or her
25 last date of employment. Eligibility for this benefit is determined by the City's CalPERS
26 contract and applicable CalPERS rules and regulations.

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

Section 10. Sick Leave – Buy Back. During each fiscal year, Executive 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
2 employee's 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.

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
14 10	90	100
15 11	100	100
16 12	120	100

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

20 Section 12. Medical Leave. A medical leave of absence is defined as an approved
21 medical leave (i.e., FMLA, CFRA, ADA, etc.) for employees. A medical leave of absence
22 without pay is defined as employees who have exhausted all accrued leaves and have
23 requested leave of absence without pay. Employees on an approved medical leave of
24 absence shall continue to receive City paid health, dental, vision, life and long-term
25 disability insurance provided they remain on paid status for a minimum of 80 hours in each
26 calendar month. Any 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.

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

If an employee on medical leave of absence is not on paid status for at least 80
hours in any month, City contribution towards the above-mentioned benefit programs will

1 be suspended beginning the following month for the duration of the leave of absence. In
2 this case, the employee may continue coverage under the City sponsored programs by
3 making the full premium payments to the Human Resources Department by the last
4 working day of the month preceding the month for which coverage is desired. In no event
5 will insurance premiums be pro-rated.

6
7 **ARTICLE V**
8 **MISCELLANEOUS TERMS**

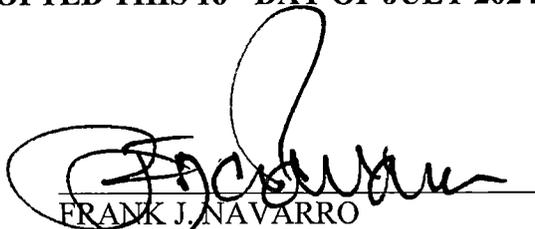
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10 Section 1. Severability. If any provision of this Resolution, or the application of
11 such provision to any person or circumstance, shall be held invalid, the remainder of this
12 Resolution, or the application of such provision to persons or circumstances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

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

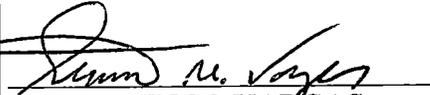
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23 Section 3. Repeal of Prior Actions. By adoption of this Resolution, all prior
24 resolutions or approved compensation and benefit documents for the employees in this
25 Executive Group shall be deemed repealed to the extent inconsistent with this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

26
27 Section 4. Certification. The City Clerk shall certify as to the adoption of this
28 Resolution, and it shall be effective as of the date passed, approved and adopted.

PASSED, APPROVED, AND ADOPTED THIS 16th DAY OF JULY 2024.

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FRANK J. NAVARRO
Mayor

ATTEST:

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STEPHANIE M. VARGAS
Deputy City Clerk

