

## **EXECUTIVE MANAGEMENT BENEFITS SCHEDULE**

Effective July 2, 2022

Last Updated: July 1, 2024

*The positions of Executive Management Team can be found in the current Classification and Salary Schedule – Executive Classifications. Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

### **ADMINISTRATIVE LEAVE:**

Each fiscal year thereafter, employee will be allotted eighty (80) hours of Administrative Leave away from the office to be scheduled and used throughout the year. New employees will receive their Administrative Leave hours upon hire, and annually thereafter as outlined above. These days off do not accrue, are not subject to carry over, are not subject to any cash-out option, and will not be paid out upon separation of service.

Current employees who promote into an Executive classification will only receive the difference between the Administrative Leave hours they have already received in the current fiscal year under their previous classification and the eighty (80) hours allotted for the Executive classification.

### **AUTOMOBILE ALLOWANCE:**

Employee shall be responsible for providing all necessary liability insurance for the use of their personal vehicle for City business and shall provide proof of such insurance to the City upon request. Employee shall also be responsible for all maintenance, repair, and replacement costs associated with the use of their personal vehicle. Finally, Employee shall comply with all vehicle laws and City policies related to safe operation of a motor vehicle when operating their vehicle for a business-related purpose.

The City shall provide the Employee with an automobile allowance of three hundred dollars (\$300.00) per pay period (to be paid in each of the 24 pay periods within a calendar year) to cover all official travel within San Bernardino, Riverside, Orange, and Los Angeles Counties, with the exception of travel covered under the City's Travel Policy. Travel outside of these areas will be reimbursed at the rate paid per mile to other City employees, except in no case shall the mileage reimbursement for any one trip exceed the cost of round-trip coach airfare between the Ontario Airport and the destination.

### **OR**

With the commencement of the City Manager's approval, an automobile can be elected for use while conducting official City business and responding to City emergencies and urgent matters during non-business hours as needed. Employee understands that the vehicle shall be used for official City business and may be used for incidental personal use. Further, said vehicle shall not be operated by persons other than Employee. The City shall be responsible for providing liability insurance (bodily injury and property

damage) for Employee's use of said vehicle. In addition to those restrictions above, Employee agrees to abide by any additional restrictions on the use of said vehicle imposed by the insurer. The City shall also provide for maintenance, repair and replacement costs of said automobile, in accordance with City policy.

**BEREAVEMENT LEAVE:**

The official procedure for Bereavement Leave can be found in the City's Personnel Rules and Regulations.

**CAFETERIA PLAN:**

The City of Fontana has a Section 125 Cafeteria Plan which allows Employee to enroll in health and welfare benefits. These benefits are eligible to extend to cover Employee's spouse or registered domestic partner and/or their legal child dependents through age 26. Employee shall have a monthly Cafeteria Plan allotment that is equivalent to 31.4% greater than the cafeteria allotments provided to the Mgmt./Confidential Unit employees of the City. These allotments are adjusted annually based on premium increases/decreases.

Mandatory benefits include a Group Life Insurance policy, Short- & Long-Term Disability insurance (see disability below), Medical and Dental insurance. Employee may elect to waive Medical and/or Dental insurances by providing annual documentation of outside coverage through an equivalent plan as a dependent under a Parent or in a Spouse/Registered Domestic Partner's Group Plan.

**COMPENSATION:**

Employee shall be compensated at the rate of pay as outlined in their employment agreement which shall be payable in installments at the same time as other employees of the City are paid, pursuant to the procedures regularly established, and as they may be amended by the City.

The City may annually assess Employee's performance and salary. The Employee shall be eligible, if warranted in the City Manager's sole discretion, to receive a salary increase at the conclusion of such annual assessment.

All employees as of December 10, 2024, shall receive a one-time payment of \$2,000.00 (paid no later than December 13, 2024). This one-time payment will not be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

Increases to employees' base wages/salary ranges for any executive classifications are as follows:

- Effective February 8, 2025, (the beginning of the pay period following City Council approval) the salary and salary range for all Executive classifications and incumbents shall be adjusted to receive a 1.0%\* base salary increase. \*Note: On or about July 13, 2024, a 3.0% base salary increase was adjusted to all Executive classifications and incumbents.

- Effective July 12, 2025 (the beginning of the first full pay period following July 1st) the salary and salary range for all Executive classifications and incumbents shall be adjusted to receive a 4.0% base salary increase.
- Effective July 11, 2026 (the beginning of the first full pay period following July 1st) the salary and salary range for all Executive classifications and incumbents shall be adjusted to receive a 3.0% base salary increase.

**Other Compensation:**

**Bilingual Pay:**

The City shall pay one hundred dollars (\$100.00) per pay period (to be paid in each of the 26 pay periods within a calendar year) for those employees who are assigned by the City Manager to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

**Cell Phone Allowance:**

Employee shall receive cell phone allowance of \$42.50 per pay period (to be paid in each of the 24 pay periods within a calendar year) for the use of their personal cell phone for work related purposes.

**Uniform Allowance (Chief of Police):**

Effective July 2022, a uniform allowance in the amount of \$48.08 per pay period (approximately \$1,250.00 per year to be paid in each of the 26 pay periods within a calendar year) will be paid to the Chief of Police. The uniform allowance is intended for the purchase and maintenance of uniforms.

**P.O.S.T. Certificate Pay (Chief of Police):**

The Chief of Police is eligible to receive annual compensation for attaining the P.O.S.T. certificate as follows:

- Supervisory or Management Certificate = In accordance with Fontana Police Management Association, MOU.
- Executive Certificate = \$10,000.00

**DEFERRED COMPENSATION - 457(b)/401(a):**

A deferred compensation plan is available to all employees, providing tax-deferred savings to serve as a retirement supplement. Employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction.

**City Contribution**

The City shall contribute one percent (1%) of Employee's annual salary per year on Employee's behalf into a qualified 401(a) plan established by the City. Such payment shall be made to Employee's account effective the first pay period covering July 1, 2022.

The City's contribution shall increase to two percent (2%) of Employee's annual salary effective the first pay period starting July 1, 2023.

Contributions to deferred compensation will be discontinued while an employee is receiving Workers' Compensation payments.

**DIRECT DEPOSIT:**

All employees have the opportunity to setup their funds to be directly deposited into an account established for deposit of any payroll check.

**DISABILITY LEAVE:**

The City of Fontana does not participate in disability insurance from the State of California. Employee will be enrolled in both Short-Term and Long-Term disability insurance through the City's designated provider. This coverage is mandatory and may not be waived with outside insurance.

In the event the Employee is unable to work due to their own illness/injury/disability, they will be able to apply for disability benefits to be paid during their absence. Employees will continue to use any available leave in order to maintain their benefits.

Continuation of Benefits

Except as otherwise provided below, an employee taking leave shall be entitled to continue participation in pension and retirement plans to the same extent and under the same conditions as apply to unpaid leave taken for any other purpose. In order to continue coverage under employee benefit plans, including life, short-term or long-term disability insurance, or other similar plans, the employee will be required to submit timely payments of premiums, at the group rate, during the period of leave not covered by any accrued paid leave.

The City will continue the employee's normal group health care benefits during the period of leave on the same terms and conditions as applied prior to the commencement of family leave. Therefore, in order to continue group health benefits during any unpaid period of leave, the employee should make arrangements, in advance, for the payment of the employee's share, if any of group health premiums.

The City may be entitled to reimbursement of any premiums paid during a period of unpaid family leave if the employee fails to return after the period of leave has expired, unless: (1) the reason for the employee's failure to return is due to the condition, recurrence, or onset of a serious health condition of the employee, the employee's child, spouse, or parent; (2) other circumstances beyond the control of the employee as set forth in applicable law and regulations.

During any period of leave which is unpaid, the City shall discontinue payments made on behalf of the employee to employee retirement plans and the leave period shall not be counted for purposes of time accrued under the plan.

## **HOLIDAYS:**

Except as outlined below, the following days shall be observed by the City as paid holidays:

New Year's Day (January 1st)  
Martin Luther King's Birthday (Third Monday of January)  
President's Day (Third Monday of February)  
Memorial Day (Last Monday of May)  
Independence Day (July 4th)  
Labor Day (First Monday of September)  
Veteran's Day (November 11th)  
Thanksgiving Day (Fourth Thursday of November)  
Day after Thanksgiving (Fourth Friday of November)  
Christmas Eve (December 24th)  
Christmas Day (December 25th)

### Floating Holidays:

In addition to the observed holidays listed above, employees shall receive four (4) floating holidays. The 2024 increase in floating holidays is provided in lieu of adding any additional observed holidays. (July 2024)

The employee's holiday leave account shall receive all floating holiday hours, as indicated above, during the first full pay period following July 1st of each year. New employees will receive their floating holiday hours upon hire, and annually thereafter as outlined above. Floating holiday hours shall have the same hour equivalent as the employee's regular work schedule at the time of deposit.

Floating holidays must be used within the fiscal year earned, and may not be carried over from year to year. Floating holiday time not used by June 30 of each year will be forfeited by the employee. Employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time paid out on their final paycheck.

**Implementation of Updated Benefit:** For the 2024/2025 Fiscal Year, any floating holiday hours that have not already been received will be deposited during the February 8, 2025 – February 21, 2025 pay period. For example, an employee shall receive the remaining one (1) Floating Holiday during the February 8, 2025 – February 21, 2025 pay period. Using the same methodology, any new employees hired between February 8, 2025 and June 30, 2025, who have not received a total of four (4) Floating Holidays in the 2024/2025 Fiscal Year, will receive the remaining one (1) Floating Holiday upon hire. (July 2024)

### Eligibility for Holiday Pay:

In order to be eligible for an observed holiday, employees must be in a paid status both the day before and the day after the observed holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee

would be required to be in a paid status on the Thursday before the observed holiday and the Tuesday following the observed holiday.

Employees on leave without pay status both on the day before and the day after the beginning of the pay period following July 1<sup>st</sup> of each year when floating holiday hours are deposited, shall be entitled to floating holiday hours during the first full pay period following their return to work. It is the employee's responsibility to ensure these hours are added to their timesheet upon their return to work.

Winter Holiday Closure:

In conjunction with the Management/Confidential Compensation and Benefits Resolution, the City mutually agrees to the closure of the City for business during the winter holiday period (e.g. Christmas Eve through New Year's Day).

Chief of Police:

The Chief of Police has required scheduled staffing without regard to holidays and is therefore regularly scheduled on holidays as a part of their normal full-time duties and schedule. When so directed or assigned, the Chief of Police shall be compensated in cash for working holidays at the rate of 5.77 hours per pay period, for a total of approximately one hundred fifty (150) hours holiday pay per annum (the equivalent of 15 City holidays, 11 of which are observed that are PERSable, and 4 are floating holidays that are non-PERSable, at the regular rate of pay for a ten (10) hour shift). The amount reported to CalPERS for use in pension calculations is 4.23 hours per pay period, for a total of approximately one hundred ten (110) hours holiday pay per annum (based on the 11 approved holidays to be compliance with Government Code Sections 20636 and 7522.34 and Sections 571 and 571.1 of the California Code of Regulations).

**LIFE INSURANCE:**

The City enrolls members of the Executive Management Team in a life insurance policy equivalent to three (3) times their annual salary to a maximum of \$500,000. This policy is coverage for both Accidental Death and Dismemberment. The policy monthly premium shall be paid in accordance with the City's Cafeteria Plan and allotment received. Group policies are term to the Employee's employment however, they can be ported upon separation or retirement at the Employee's individual cost.

This life insurance coverage is payable to beneficiary on file in Human Resources & Risk Management Department at time of death.

Additional Death Benefits:

In the event of an employee's death, their beneficiary will receive payment of all remaining hours worked, any unused personal leave, floating holiday and Administrative Leave hours.

Additional beneficiary payments and survivor benefits are available through CalPERS. See Retirement.

**LONGEVITY PAY:**

Longevity pay shall be paid to all Executive employees who complete a minimum of ten (10) years of service based on the employee's anniversary date (date of initial hire into a regular full-time position). Employee shall be eligible to receive Longevity Pay consistent with the rates specified in the Management/Confidential Compensation and Benefits Resolution for employees hired post July 1, 1990, with continuous service as follows:

- 10 years or more of continuous service - \$2,250
- 15 years or more of continuous service - \$2,750
- 20 years or more of continuous service - \$3,250
- 25 years or more of continuous service - \$3,750

This longevity payment will be made in the month of December via direct deposit and will be based upon the Employee's anniversary date. Completed years of service will be calculated on a calendar year (January 1 through December 31). An employee will be presumed to have completed a full year of service for purposes of this section if the employee's anniversary date (service year completion date) falls within the calendar year. For example, if the City intends to issue the longevity payment on December 1<sup>st</sup>, an employee completing 15 years of service on December 12<sup>th</sup> will be credited with 15 years of service for entitlement to the 15-year longevity payment on December 1<sup>st</sup>.

Employees hired on or after July 1, 2021, will receive these Longevity payments on a bi-weekly pro-rated basis with their normal paycheck.

Longevity payments will cease upon termination of employment. These longevity payments shall be reported to CalPERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

**MILITARY LEAVE:**

Military leave shall be granted in accordance with the provisions of state and federal law. Employees must notify their Department Head as soon as they become aware of the need for such leave and give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

**PERSONAL LEAVE:**

Employees will receive Personal Leave as outlined in the Management/Confidential Compensation and Benefits Resolution. The City of Fontana does not separate out Vacation and Sick leave hours. Hours earned on a pay period basis shall be earned based on years of service as follows:

| <u>Years of Service</u> | <u>Hours Assigned</u> | <u>Pay Period Accumulation</u> |
|-------------------------|-----------------------|--------------------------------|
| 0 – 2 Years             | 224 Hours             | 8.615                          |
| 2 – 4 Years             | 240 Hours             | 9.230                          |
| 4 – 6 Years             | 256 Hours             | 9.846                          |
| 6 – 8 Years             | 264 Hours             | 10.154                         |
| 8 – 10 Years            | 272 Hours             | 10.462                         |
| 10 – 14 Years           | 280 Hours             | 10.769                         |
| 14 – 18 Years           | 296 Hours             | 11.385                         |
| 18 + Years              | 312 Hours             | 12.000                         |

The Chief of Police will receive Personal Leave as outlined in the Police Management Association MOU. Hours earned on a pay period basis shall be earned based on years of service as follows:

| <u>Years of Service</u> | <u>Hours Assigned</u> | <u>Pay Period Accumulation</u> |
|-------------------------|-----------------------|--------------------------------|
| 0 – 2 Years             | 224 Hours             | 8.62                           |
| 2 – 4 Years             | 240 Hours             | 9.23                           |
| 4 – 6 Years             | 256 Hours             | 9.85                           |
| 6 – 8 Years             | 264 Hours             | 10.15                          |
| 8 – 10 Years            | 272 Hours             | 10.46                          |
| 10 – 14 Years           | 280 Hours             | 10.77                          |
| 14 – 18 Years           | 296 Hours             | 11.38                          |
| 18 + Years              | 312 Hours             | 12.00                          |

The numbers of personal leave hours which can be accrued in their leave bank at any given time is a maximum of one thousand (1,000) hours. The application of the maximum accrual limit will be made on a pay period by pay period basis. Once the maximum accrual limit is met, employees will cease to accrue personal leave time until the next pay period in which they have reduced their personal leave below their accrual limit.

Pursuant to federal and California law, partial-day deductions from an employee's salary are not allowed. Partial-day deductions from an employee's leave bank is permissible.

All accrued personal leave is payable upon separation from service.



### Pre-Election of Leave Cash Out

In accordance with 26 CFR 1.451-2 effective December 1, 2025, and continuing thereafter, employees must submit an irrevocable pre-election form, by no later than December 1<sup>st</sup> of the year in which the election is made, to convert the following hours to cash or a deferral into their deferred compensation account:

- Personal Leave - An amount which may not exceed the number of personal leave hours the employee may accrue in the following calendar year.
1. Employee may cash out up to one hundred sixty (160) hours maximum of personal leave, subject to the limits on accrued leave cash out time available in accordance with the leave accrual cash out as established in the Management/Confidential Compensation and Benefits Resolution. For the 2025 calendar year (July 2025 and December 2025 cash outs), employees who have used at least eighty (80) hours of leave time within the previous twelve (12) months (i.e. July 2024 – July 2025 or December 2024 – December 2025) may cash out up to two hundred (200) hours. Beginning with the December 1, 2025 pre-election and continuing thereafter, employees who have used at least eighty (80) hours of leave time within the same calendar year as their pre-election (e.g., if a pre-election is made in December 2025, it applies to the 2025 calendar year) may cash out up to two hundred (200) hours per calendar year. Employees who have not met the eighty (80) hour leave usage threshold will be subject to the maximum cash out of up to one hundred sixty (160) hours per calendar year.
  2. The requested cash out can be made at either or both dates below, but only with respect to leave time that has accrued before the cash out date, via direct deposit, not to exceed the maximum amount listed in this section per calendar year:

| To Be Paid By                                |
|--|
| • On or before July 31 <sup>st</sup>         |
| • On or before the second Friday in December |

3. The cash out shall be paid at the employee's base rate of pay that is in effect at the time of such cash out.
4. Employee's leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out.
5. The cash out is subject to the pre-elected leave being available. If an employee uses more leave than anticipated to where it would affect the amount of leave cashed out, the amount of leave cashed out will be adjusted to reflect the leave used, provided that the employee maintains a minimum balance of 80 hours in their leave bank after the cash out.
6. The leave cash-out election is for hours to be accrued or received in the calendar

year following submission of the irrevocable election form. In the event an employee has less hours in their personal leave time bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount remaining in their personal leave time bank at the time of the actual cash-out.

7. If an employee makes an irrevocable election to cash-out personal leave time in the following calendar year and uses such leave in that subsequent calendar year, the personal leave used will come from the personal leave the employee had earned (if any) prior to January 1<sup>st</sup> of the calendar year in which the leave time the employee has elected to cash-out accrues. The employee's use of earned, but unused personal leave accumulated from previous calendar years shall not result in a reduction in the amount of vacation and/or compensatory time hours the employee is eligible to cash-out.
8. Participation in the pre-election of leave cash out is optional. Employees who do not submit an irrevocable election form by December 1<sup>st</sup> of each year will be considered as opting out of the optional "leave cash out" for the following calendar year.

#### **RETIREMENT:**

The City of Fontana participates in the California Public Employees' Retirement System (CalPERS). There are three retirement tier benefits for each Miscellaneous and Safety Member categories.

#### **Miscellaneous Members (Non-Sworn):**

##### **Tier I**

All Miscellaneous Members hired prior to July 1, 2011, will have the 2.5% at 55 Plan Full Formula for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest one-year salary. Employees will pay three percent (3%) of the Employees' portion of the CalPERS retirement system. The City shall pay the remaining employee contribution five percent (5%; however, said payments shall not exceed the full employee portion of 8%. These payments are not salary increases but are the City's payment of employees' retirement contributions in accordance with Section 414(h)(2) of the Internal Revenue Code.

##### **Tier II**

All Miscellaneous Members hired on or after July 1, 2011, will have the 2.0% @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in this group (post 7/1/2011) will pay the full employee portion of the CalPERS retirement system.

##### **Tier III**

All Miscellaneous Members hired on or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), all new miscellaneous members, will have a retirement formula based on 2.0% @ 62 Plan Full Formula for Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average. An employee in Tier III will pay 50% of Normal Costs. The amount is approved by CalPERS each year and is subject to change.

**Safety Members (Sworn):**

**Tier 1**

Classic Safety Members hired prior to July 1, 2011, will have a retirement formula that is based on 3.0% @ 50 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the "highest one (1) year" salary.

For Tier 1 above, the City shall pay up to one hundred percent (100%) of each employee's required retirement contributions pursuant to the retirement plan maintained by the City through PERS. Said payment shall not exceed nine percent (9%) of the employee's "PERSable" compensation. These payments are not salary increases but are the City's payment for employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

**Tier II**

All Safety Members hired on or after July 1, 2011, will have a retirement formula that is based on 3.0% at 55 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in Tier II will pay the full employee portion.

**Tier III**

All Safety Members hired one or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 21013 (PEPRA), will have a retirement formula based on 2.7% @ 57 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based the highest consecutive 36-month average. An employee in Tier III will pay 50% of Normal Costs. This amount is provided by CalPERS each year and is subject to change.

**EPMC Conversion**

The City will report as compensation for retirement purposes the Employee Paid Member Contributions of 9% for Tier I employees ONLY that were hired prior to July 1, 2011.

**Cost Sharing (per section 20516 of the CA Public Employee's Retirement Law)**

All Tier I (as defined above), Classic Safety Member in the Classification of Police Chief will contribute three percent (3%) towards the City's Employer CalPERS

costs. Such contributions shall be tax-deferred and shall be credited to the member's account.

**1959 Survivor's Benefits**

The City provides the Level 4 1959 Survivor's Benefit for all employees enrolled in CalPERS. The cost of this benefit will be paid by the City.

**PERS Military Buy-Back**

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military for additional service credit.

**AT-WILL EMPLOYMENT STATUS AND SEVERANCE PAY:**

A. Nature of Employment. Employee expressly agrees that the employment relationship is "at will" and that Employee serves at the will and pleasure of the City Manager. Nothing in this Agreement, any Resolution, Statute, Ordinance, Rule, or Policy shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time without cause or right of notice, Skelly conference, hearing, appeal or grievance. Employee waives any rights to the contrary, including but not limited to those set forth in Fontana Municipal Code Sections 20-31 and 20-32.

B. By the Employee. The Employee will give written notice to the City Manager and shall endeavor to give two (2) weeks' prior notice. The City shall have the complete discretion to terminate the Employee any time prior to the end of such notice period, provided the City pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period.

C. By the City, Without Cause. At any time, the City may terminate the Employee's employment for any reason without cause. In the event the City exercises its right under this provision to terminate employment without cause, the Employee will be entitled to one of the following two options, at the City's discretion: (1) nine (9) months' notice of termination of employment; or, or, (2) a combination of notice of termination of employment and salary in lieu of notice of termination of employment, not to exceed a total of nine (9) months or an amount equivalent to the remainder of the term of this Agreement pursuant to the requirements of Government Code § 53260, whichever is less.

Further, per Government Code sections 53243 to 53243.4, if Employee is convicted of a crime involving an abuse of their office or position, whether before or after release from employment, Employee shall fully reimburse the City for any severance pay, paid leave salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

A. By the City, For Cause. At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any

specific direction or order of the City; (3) exhibits in regard to their employment unfitness or unavailability for service, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) failure to adhere to the authority of a municipal code. Any dispute between the City Manager and Employee regarding whether the Employee's conduct constitutes cause for termination shall be resolved conclusively by the City Council, in its discretion, without right of appeal.

**DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS (CHIEF OF POLICE):**

The following Appeal procedure will be utilized by the Chief of Police for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to the Chief for appealing disciplinary action consisting of a Written Reprimand or less.

The Chief having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the Chief will be entitled to a non-evidentiary meeting with the City Manager. The purpose of this administrative appeal is to afford the Chief an opportunity to be heard by the City Manager as to why the Chief believes the discipline should be revoked or modified. The Chief may be heard verbally or in writing. The City Manager will have 10 workdays to respond to the Chief. If the City Manager does not respond within 10 workdays from the date of the administrative appeal to respond to the employee, the original disciplinary action will be deemed unchanged.

The determination of the City Manager will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the City Manager.

Ratified by City Council: January 28, 2025, Consent Calendar