

**RESOLUTION NO. 2026-005**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027**

**WHEREAS**, Section 36506 of the California Government Code requires the City Council of the City of Chino to fix the compensation for all employees through a resolution or ordinance; and

**WHEREAS**, representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees have reached an agreement for a successor Memorandum of Understanding covering the period of July 1, 2025 through June 30, 2027 ("AFSCME MOU 2025-27"); and

**WHEREAS**, it is the desire of the City Council of the City of Chino to approve and adopt the AFSCME MOU 2025-27 to memorialize and confirm updated compensation and benefits for affected employees.

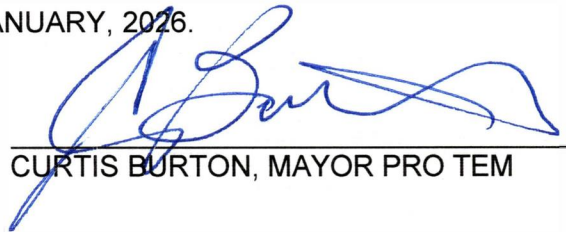
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby approves and adopts the Memorandum of Understanding between representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees covering the period of July 1, 2025 through June 30, 2027, which is attached hereto as Exhibit A.

SECTION 3. The City Clerk shall certify the adoption of this Resolution effective January 20, 2026.

APPROVED AND ADOPTED THIS 20<sup>th</sup> DAY OF JANUARY, 2026.

  
CURTIS BURTON, MAYOR PRO TEM

ATTEST:

  
NATALIE GONZAGA, CITY CLERK



STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) §.  
CITY OF CHINO )

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution of the City of Chino was duly adopted by the City Council at a regular meeting held on the 20th day of January 2026.

AYES: COUNCIL MEMBERS: LUCIO, FLORES, COMSTOCK, BURTON

NOES: COUNCIL MEMBERS: NONE.

ABSENT: COUNCIL MEMBERS: ULLOA.



\_\_\_\_\_  
NATALIE GONZAGA, CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the American Federation of State, County and Municipal Employees covering the period of July 1, 2025 through June 30, 2027



# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

American Federation of State, County and  
Municipal Employees

*July 1, 2025 to June 30, 2027*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME DISTRICT COUNCIL 36 – LOCAL 3183)  
(A RECOGNIZED EMPLOYEE UNION)**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)/CHINO PUBLIC WORKS SERVICES  
[A RECOGNIZED EMPLOYEE UNION]**

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

- A. The American Federation of State, County and Municipal Employees, hereinafter referred to as “AFSCME”, is the recognized employee organization for all regular, full-time Services employees in the City of Chino, hereinafter referred to as the “City”. The current positions of the AFSCME can be found in the current Classification and Compensation Schedule – Non-Management Positions.

Cross Connection Specialist  
Equipment Mechanic  
Equipment Lead Mechanic  
Facilities Maintenance Supervisor  
Facilities Maintenance Lead Technician  
Facilities Maintenance Technician  
Facilities Worker  
Grounds Maintenance Lead Worker  
Grounds Maintenance Worker  
Maintenance Coordinator  
Recycled Water Coordinator  
Streets Maintenance Lead Worker  
Streets Maintenance Worker  
Wastewater Maintenance Lead Worker  
Wastewater Maintenance Worker  
Water Distribution Lead Operator  
Water Distribution Operator  
Water Meter Lead Technician  
Water Meter Technician  
Water Quality Technician  
Water Treatment Operator  
Water Treatment Lead Operator

- B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and AFSCME have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in AFSCME.

- C. The authorized representatives of the City and AFSCME have reached mutual agreement on wages, hours and other terms and conditions of employment for these employees.

THEREFORE, the City and AFSCME agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027. (Note: The provisions of this Memorandum of Understanding apply only to those individuals who are employed with the City of Chino on the day following the adoption of a formal resolution by City Council approving this MOU.)

### **1. AB119 UNION INFORMATION**

City and AFSCME District – Council 36 (AFSCME) agree to the following:

- ❖ City will provide at least ten (10) calendar days' notice to AFSCME of new employee orientation.
- ❖ AFSCME will be provided up to thirty (30) minutes at the new employee orientation to speak with new employees.
- ❖ City will provide AFSCME electronic copy of name, hire date, salary, email, home address, and cell phone number of all new bargaining unit employees within thirty (30) days of hire.
- ❖ Upon request, provide name, salary, hire date, email, home address and cell phone number for all bargaining unit employees .
- ❖ Upon notification, the City shall deduct Union dues from pay of employees represented by Union.

### **2. ACTING PAY**

The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive work days or for twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or "A" Step of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

Subject to the conditions noted above, a qualifying employee will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will then receive Acting Pay retroactive to the first day of serving in the acting capacity.

### **3. ADDITIONAL DUTY PAY**

Afforded to an employee who takes on a significant number of extra assignments in an area different from their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director.

The additional duty pay will be restricted to no more than a twelve (12) month limit. In extenuating circumstances, the Department Head may request and extension of the additional duty pay past the

twelve (12) month limit. This request must be made in writing to the City Manager with justification as to why an extension is required. The extension must include the date the additional duty pay will expire and a copy of the signed extension must be attached to the Personnel Action Form (PAF).

#### **4. BENEFIT BANK**

Employees are provided with a Benefit Bank for the purchase of medical, dental, and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted when new rates become effective December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

#### New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

#### Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Also see Regular Rate of Pay Section in this MOU.

#### **5. BEREAVEMENT LEAVE**

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified family member is provided. A qualified is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written

verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

## **6. BILINGUAL PAY**

Effective the pay period beginning on February 2, 2026, employees are eligible to receive a one hundred and sixty dollar (\$160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that their Department Director deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine an employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
- b. Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by their Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on-the-job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

## **7. CALL BACK TO DUTY**

See Standby Pay and Call Back to Duty Compensation Section in this MOU.

## **8. CERTIFICATION**

Certification pay is available for the certifications listed below with supervisory approval when the certification is job-related. Employees must submit appropriate documentation annually, and compensation is provided on a fiscal year basis. Prorated payment applies if the certification is obtained mid-year, if the employee transfers to a role where the certification is no longer applicable, or upon termination.

Effective the pay period beginning on February 2, 2026, for any certification that is required of the job classifications, employees will receive two hundred dollars (\$200) per certificate. For any other certifications that are above and beyond what is required of the job classifications, employees will receive an additional fifty dollars (\$50) per certificate up to the maximums stated below.

## **WATER**

Employees assigned to the Water Section, and to any employee in the Water Services Unit who is granted placement on the Duty Call-out Roster are eligible for certification pay as follows:

- Two hundred dollars (\$200) per certificate per year for a total of thirteen (13) certificates as follows:

If the employee leaves the Water Section or removes themselves (if not assigned to the Water Section) from the Duty Call-out Roster prior to the expiration of twelve (12) months, after receipt of Water Certification compensation, then the City has the right to prorate the Water Certification compensation over twelve (12) months and to deduct these funds from the employee's paycheck.

1. Water Distribution Certificates D1 – D5 (total 5)
2. Water Treatment Certificates T1 – T5 (total 5)
3. Water Quality Certificates (total 3 and must possess at least 2)
  - a. San Bernardino County Department of Public Health, Division of Environmental Health Services Certified Backflow Prevention Device Tester.
  - b. American Water Works Association (California/Nevada Section) Backflow Prevention Tester.
  - c. American Water Works Association (California/Nevada Section) Cross Connection Control Specialist.

Employees who receive Water Certification pay and leave the Water Division or remove themselves from the Duty Call-out Roster within twelve (12) months may have the compensation prorated and repaid via Payroll deductions.

### **EQUIPMENT MECHANIC AND LEAD EQUIPMENT MECHANIC**

Equipment Mechanics and Lead Equipment Mechanics may receive two hundred dollars (\$200) per qualifying certificate, up to eight (8) certificates, per fiscal year. Qualifying certifications include:

1. ASE Automobile Suspension and Steering.
2. ASE Automobile Brakes.
3. ASE Automobile Heating and Air Conditioning.
4. Heavy Truck Preventative Maintenance.
5. Master Class/eight (8) certificates (A1 – A8 and T1 – T8).

### **CERTIFIED PLAYGROUND SAFETY INSPECTOR CERTIFICATION**

One (1) employee holding a Certified Playground Safety Inspector (CPSI) certification issued by the National Recreation and Park Association may receive two hundred dollars (\$200) per fiscal year.

### **QUALIFIED PESTICIDE APPLICATOR**

Up to three (3) employees holding a Qualified Applicator Certificate may receive two hundred dollars (\$200) per fiscal year.

**ARBORIST**

One (1) employee holding a certified arborist credential may receive two hundred dollars (\$200) per fiscal year.

**COMMERCIAL DRIVER'S LICENSE**

Employees in the positions requiring a California Class "A", Class "B", or Class "C" with Hazmat endorsement driver's license are eligible for two hundred and fifty dollars (\$250) per fiscal year in certification pay.

Also see Training for Commercial Driver License section in this MOU.

**9. COMPENSATORY TIME**

Employees may accrue a rolling maximum of forty (40) hours of Compensatory Time off. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay at the hourly rate existing at the time of distribution. Accrued Compensatory Time may be converted to cash twice annually, in the first paycheck in April and/or the second paycheck in November of each year. Upon separation from employment, accumulated compensatory time off will be converted to cash at the then existing base hourly rate.

Employees will be eligible to earn Compensatory Time only when working overtime within their assigned Department. All Overtime earned outside of the employee's assigned Department will be paid.

**10. COMPUTER LOAN PROGRAM**

Non-probationary employees are eligible to participate in a Computer Loan Program managed by the Finance Department.

**11. COST OF LIVING ADJUSTMENT (COLA)**

Increase to employee's base wages/salary ranges as follows:

- ❖ Effective the beginning of the pay period that includes July 1, 2025: A retroactive three percent (3%) cost-of-living wage adjustment that shall apply only to AFSCME Employees still on payroll at the time of City Council approval of the successor MOU through the adoption of the resolution approving the same.
- ❖ Effective the beginning of the pay period including July 1, 2026: Three percent (3%).

For any part-time position that receives a mandated wage increase (due to the minimum wage law), the full-time position will receive the same increase.

**12. DEATH BENEFIT**

Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management Department at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave time will be paid out at the rate established by years

of service. If the employee would have been eligible for retirement using the definition in CalPERS, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out of the employee's accrued Sick Leave on record.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

### **13. DEFERRED COMPENSATION PLAN**

A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An 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 program.

#### **City Contribution**

Effective the pay period beginning on February 2, 2026, employees will receive a one hundred dollar (\$100) per month City match to their Deferred Compensation Plan provided the employee contributes one hundred dollars (\$100) per month to their City Deferred Compensation account. If the employee does not contribute to the Deferred Compensation account each month, they will not be eligible for the City match.

#### **“Catch-up” Provision**

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick/Vacation/Floating Holiday/Sick Leave Conversion/Compensatory Time hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 Catch-up" privileges available to them, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

#### **“Catch-up” - Sick Leave**

Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the “Catch Up” provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

“Catch-up” hours advanced will be counted towards the employee's Sick Leave bank for the Sick Leave Program calculation.

**“Catch-up”– Vacation Leave**

In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

**“Catch-up”– Other Leave Banks**

In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Compensatory Time) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

**“Age 50+ Catch-up”**

In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave, Floating Holiday, Sick Leave Conversion, Compensatory Time and/or accrued Vacation Leave to contribute this additional amount.

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

**14. DIRECT DEPOSIT**

All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

**15. DISABILITY**

Full-time, non-probationary employees are eligible for a City-funded Short/Long-term disability plan which provides for salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability at a rate of 100% of the employee's base salary. On the 61<sup>st</sup> consecutive calendar day of disability, salary continuation is paid at a rate of up to 66-2/3% of salary at time of disability, with a provision to continue regular benefits and benefit accruals. The entire benefit period will not exceed five (5) years.

**16. DISCIPLINARY APPEAL PROCEDURE**

Resolution 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

**17. FLEXIBLE BENEFITS SPENDING PLAN**

A Section 125 Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

**18. FLOATING HOLIDAY TIME**

Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash-out up to thirty five (35) hours of Floating Holiday Time, one time per fiscal year, in one set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed-out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

**19. HOLIDAYS**

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day

Martin Luther King

Presidents Day  
Independence Day  
Veterans Day  
Day following Thanksgiving  
Christmas Day

Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Eve  
New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday. To be eligible for an observed holiday, employees must be paid for the regularly scheduled workday before and the day after which immediately follows the observed holiday to receive pay for that 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 paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

When a City-designated holiday is observed on an employee's scheduled day off, holiday hours will be credited to the employee. The employee is required to initiate contact with their supervisor in writing to request authorization to utilize these banked holiday hours. Any remaining time will be paid out in the final payroll check of each fiscal year.

When an employee separates from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday will be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

In any instance where an employee works on a holiday, the employee may choose one (1) of the following options for compensation:

- a) Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime hours; or
- b) Be paid holiday hours at straight time and be paid hours worked at overtime rate.

## **20. HOLIDAY CLOSURE**

The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion, Holiday Comp Time or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, Compensatory Time, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

**21. JURY DUTY**

Employees are compensated for jury service of ten (10) work days per fiscal year. A “work day” is defined as a regularly scheduled day of work for the employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

**22. LABOR-MANAGEMENT COMMITTEE**

Beginning in 2016, on or about January and July, AFSCME representatives, Human Resources staff, and supervisors of the Public Works Department will meet to discuss issues affecting the AFSCME membership. Labor-Management meetings will not be mandatory; both parties agree that meetings will be held only if there are viable issues to discuss.

**23. LIFE INSURANCE**

Employees are provided \$100,000 in life insurance coverage. Also see Death Benefit Section in this MOU.

**24. LONGEVITY PAY**

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- ❖ 10 years of service - \$500 paid in lump sum at time of anniversary.
- ❖ 15 years of service - \$1,000 paid in lump sum at time of anniversary.
- ❖ 20 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$2,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$2,500 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$3,000 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$3,500 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$4,000 paid in a lump sum at time of anniversary.

**25. LUNCH BREAK (EXTENDED)**

Four (4) times per year, at the Department Director’s discretion, employees who elect to attend City designated events will be authorized to receive a 1-hour lunch break (i.e., regular 30 minute unpaid lunch break plus an additional 30 minute lunch break with no time deducted from the employee’s accrued leave account). One of the four times per year in which this benefit will be provided has been pre-authorized for use by AFSCME for attendance by employees at a AFSCME meeting. AFSCME will provide the Department Director with fourteen (14) calendar days written advance notice of the date of the AFSCME meeting.

**26. MILEAGE REIMBURSEMENT**

The City agrees to reimburse employees authorized by their Department Director for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided. The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

## **27. OVERTIME**

Overtime will be paid for hours worked in excess of forty (40) hours in a seven (7) day work week.\*

\*Also see Regular Rate of Pay and Work Schedule Sections in this MOU.

## **28. RECRUITMENT INCENTIVE**

For recommendation resulting in sworn Officer new hire as follows:

\$2,000 @ hire + \$500 @ completion of probation for entry level.

\$4,000 @ hire + \$1,000 @ completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

\$2,000 @ hire + \$500 @ time of completion of probation.

## **29. REGULAR RATE OF PAY**

For purposes of determining the “regular rate” of pay in calculating Fair Labor Standards Act (“FLSA”) overtime, the “regular rate” of pay includes “all remuneration for employment paid to, or on behalf of, the employee” except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding (“MOU”) will be included for purposes of determining the “regular rate” of pay:

- ❖ Acting Pay
- ❖ Additional Duty Pay
- ❖ Unused portions of the Benefit Bank received as cash
- ❖ Bilingual Pay
- ❖ Certification Pay
- ❖ Commercial Driver’s License Pay
- ❖ Longevity Pay
- ❖ Special Assignments Pay
- ❖ Standby Pay
- ❖ Work Boots and Work Shoes

For purposes of calculating the total hours actually worked in the work period, all hours taken as leave during the work period will continue to be deducted from total number of hours actually paid.

See also Overtime and Work Schedule Sections of this MOU.

### **30. REHIRE POLICY**

An employee who resigns from City employment and at the time of resignation is eligible for rehire, and who is, in fact, rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. This buy back will be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

### **31. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE**

An employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in their Personnel File. If the employee, or the employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

### **32. RETIREMENT**

Retirement Plans – The City has a three-tier retirement plan as follows:

- A. Employees hired before the contract amendment with CalPERS, effective October 16, 2011, will continue to be eligible for the 2.7% at age 55 Plan with the single highest year final compensation.
- B. Employees hired on or after the contract amendment with CalPERS, effective October 16, 2011, will be enrolled in the 2% at age 55 Plan with a 3-year average final compensation.
- C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan with a 3-year average final compensation.

#### Member Contribution to CalPERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

- A. 2.7% at 55, if hired before October 16, 2011:
  - 1) Employee contribution rate – 8% of reportable compensation.
- B. 2% at 55, if hired on or after October 16, 2011:
  - 1) Employee contribution rate – 7% of reportable compensation.
- C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
  - 1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

### **33. SAFETY INCENTIVE PROGRAM**

For any 3-month period, using the quarters of July – September; October – December; January – March; and, April – June, that eligible employees, as a group, experience no work-related illness or injury, except for that requiring first aid treatment, affected employees will be credited with paid time off equal to five (5) hours. This paid time off will be placed in a leave bank which may be used at a time of the employee's choosing within a one (1) year period. Any hours remaining in this leave bank after a one (1) year period will be removed from the records without further consideration. This leave bank is not eligible to be converted to cash at any time. Injuries that arise out of no-fault by the City employee will not affect this incentive. "No fault" will be determined by the Director of Human Resources/Risk Management after reviewing recommendations from the Deputy Director of Development Services and/or the Public Works Services Manager.

### **34. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):**

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

#### **A. Overpayments**

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one half (1 ½) times as long as the overpayment period.

#### **B. Recovery**

If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

**C. Underpayments**

In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

**35. SEPARATION FROM CITY**

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or comp) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician’s orders.

**36. SICK LEAVE**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group’s MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor’s note or certification. If documentation is not received, the employee will not receive payment of any Sick Leave hours for time missed from work.

**37. SICK LEAVE HIRING INCENTIVE**

A new employee may be credited with up to two hundred (200) hours of Sick Leave as long as the prior employer did not compensate the employee for these Sick Leave hours at the amount proposed or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer’s Payroll Division.

**38. SICK LEAVE BUY-BACK**

At separation of employment the City will buy back a percentage of the employee’s accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%

15 years	40%
20 or more years	45%

The City will buy back accrued Sick Leave at 100% for any service or disability retirement following five (5) years of continuous full-time service with the City as the final employer.

**39. SICK LEAVE CONVERSION TO PERSONAL LEAVE**

For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0+64+56=120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10+56+54=120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20+48+52=120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30+40+50=120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40+32+48=120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50+24+46=120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60+16+44=120 hrs

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to another. Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

**40. SICK LEAVE PROGRAM**

Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

**41. SPECIAL ASSIGNMENTS**

Employees will be subject to mandatory transfers into “Special Assignments” to meet the operational needs of the City (excepting positions requiring an official Police Background be conducted, which remain subject to voluntary transfer). Training will be provided, as needed, to assist in the transition of acquiring new duties and responsibilities. If an employee has a specific concern relative to the “Special Assignment” they have been chosen to fill, a discussion will be held that may include the affected employee, their representative, the Director of Human Resources/Risk Management and any other relevant party.

An employee will experience no change in compensation if the “Special Assignment” is deemed to be set at a lower pay grade than the employee is currently earning. If an employee is placed in a position at a higher pay grade than the employee is currently earning, this will be deemed to be “Acting Duty” and will be compensated in accordance with the City’s Rules regarding “Acting Duty” status. The period over which “Acting Duty” can be continued will not be limited by the timeline set in the Personnel Rules. An employee on “Special Assignment” will not be placed on probationary status. The length of time to be worked in a “Special Assignment” is undetermined; however, an employee, or their representative, may periodically request a status report as to the anticipated continuation of their “Special Assignment” job.

An employee demonstrating a bonafide inability to perform the duties of the “Special Assignment” (i.e., not performing at a satisfactory level or better) will not be subject to termination if said substandard performance is based on a lack of job skill or a disability.

#### **42. STANDBY PAY AND CALL BACK TO DUTY COMPENSATION**

Three (3) hours of straight time compensation per twenty four (24) hours of Standby duty are provided. Employees who are required to be on Standby duty will be paid at one and one-half (1-1/2) times their hourly base rate of pay with a two (2) hour minimum guarantee for actual time worked in response to a Call Back while on Standby duty. A maximum of thirty (30) minutes driving time each way is included within actual time worked.

On City-designated holidays, the employees will be paid four (4) hours of straight time compensation per twenty four (24) hours of Standby duty and paid at one and one-half (1-1/2) times their hourly base rate of pay with a four (4) hour minimum guarantee for actual time worked in response to a Call Back. A maximum of thirty (30) minutes driving time each way is included within actual time worked.

Pre-scheduled service checks, authorized by the Department Director or their designee, will be paid at the rate of one and one-half (1-1/2) times and has no effect on the Standby pay. Work hours for pre-scheduled service checks will not include time spent in traveling to and from the worksite unless a duty vehicle has been assigned for purposes of responding to Call Back.

#### **43. TOOL ALLOWANCE**

Employees holding the position classification of Equipment Mechanic and Lead Equipment Mechanic will receive reimbursement for replacement tools or specialty tools approved by their supervisor prior to the purchase of the tool. Employees are required to submit a receipt for reimbursement. Employee may receive reimbursement of up to a maximum of one thousand five hundred dollars (\$1,500) per fiscal year.

#### **44. TRAINING FOR COMMERCIAL DRIVER LICENSE**

Employees who must keep a Class “A”, Class “B” or Class “C” with Hazmat Endorsement, also known as a Commercial Drivers’ License, as part of their job requirements will be provided with training by the City. The determination as to whether training will be provided onsite or elsewhere during regular work hours at the City’s expense, will be solely at the discretion of the City. The

City takes no responsibility for the employee passing the necessary tests to qualify for a Commercial Driver's License and provision of this benefit does not guarantee an employee regular placement in a position if the employee does not qualify and obtain a Commercial Driver's License prior to the end of their probationary period.

#### **45. TUITION ADVANCE PROGRAM**

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand five hundred dollars (\$3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources/Risk Management Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of

completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

**46. TUITION REIMBURSEMENT – ENHANCED PROGRAM**

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1<sup>st</sup> of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

**47. UNIFORMED PERSONNEL**

Refer to attached Exhibit A for eligibility. Employees agree to accept only those uniforms needed and to return any unused uniforms to the City. Shirts, pants, sweatshirts, jackets and hats shall be returned to the employee's Department supervisor for replacement as needed.

Also see Work Boots & Work Shoes Section in this MOU.

**48. UNION BUSINESS:**

Union members are provided with twenty four (24) hours of paid leave per fiscal year, to attend training or other related business in the interests of AFSCME, at times authorized by the City. In years during which negotiations for a successor MOU occurs, an additional six (6) hours for a total of thirty (30) hours of paid leave will be made available to AFSCME members. These hours do not accumulate and cannot be carried over from one fiscal year to the next.

**49. UNION REPRESENTATION – REQUEST FOR DECERTIFICATION:**

The City will amend its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources/Risk Management no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- a. The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.

- b. The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
- c. Proof that the incumbent recognized employee organization no longer represents more than 50% of the employees in the represented unit, and any other relevant and material facts, including verification that more than 50% of the represented unit no longer desire to be represented by the recognized employee organization.

Such proof will be submitted for verification to the Director of Human Resources/Risk Management. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within one month (30 days) prior to filing the Decertification Petition with the Director of Human Resources/Risk Management.

If an accompanying Request for Recognition is filed, and decertification of the incumbent recognized employee organization is made, such documentation will also determine the wishes of employees as to the question of representation.

**50. VACATION LEAVE**

Maximum accrual of Vacation is four hundred (400) hours. Upon separation from City employment, accrued Vacation will be paid at the employee’s then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave Conversion. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6-24	12 days p/year (10.0000 hours p/month)
25-48	15 days p/year (12.5000 hours p/month)
49-108	18 days p/year (15.0000 hours p/month)
109-120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

**51. VACATION LEAVE BUY BACK**

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee’s existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back.

**52. VACATION LEAVE CONVERSION**

Employees who have accrued a minimum of one hundred and twenty (120) hours of Vacation Leave may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee’s hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half the number of accrued leave hours requested excluding Sick Leave, must have been taken as time off. Note: usage requirement will be waived for “activated” military personnel.

**53. WORK BOOTS AND WORK SHOES**

All employees covered under this agreement will receive a three hundred dollar (\$300) allowance in their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

**54. WORK SCHEDULE**

The City shall establish work schedules as may be necessary for efficient and economical provision of services for the public and to make such adjustments in work schedules as are, from time to time, required.

The Fair Labor Standards Act defines a work period as a regularly recurring period of one hundred and sixty eight (168) hours in seven consecutive 24-hour periods. The 7-day work period need not coincide with the calendar week. For purposes of this Agreement, the 7-day work period begins at midnight each Monday and ends at 11:59 pm the following Sunday.

Employees of this Union shall work a forty (40) hour work week under either a 4/10, 9/80 or 5/40 schedule.

- ❖ Employees assigned a 4/10 work schedule shall work four (4) consecutive work days of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off.
- ❖ Employees assigned a 9/80 work schedule shall work eight (8) work days of nine (9) hours each, and one (1) day of eight (8) hours, exclusive of the meal period. The designated Fair Labor Standards Act (FLSA) workweek shall begin exactly four hours after the start of their 8-hour shift on the day of the week that corresponds with the employee's alternating regular day off.
- ❖ Employees assigned a 5/40 work schedule shall work a week of five (5) consecutive work days of eight (8) hours each within a seven (7) day period and two (2) consecutive days off.

Also see Overtime and Regular Rate of Pay Sections in this MOU.

**55. WORKERS' COMPENSATION PROGRAM**

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, their duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick Leave, Vacation Leave, Floating Holiday Leave, and/or Compensatory Time off for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond 14 calendar days the City will credit the employee for the first three (3) days of

Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

#### **56. WORKERS' COMPENSATION PREMIUM PAYMENT**

In the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

#### **57. SAVINGS CLAUSE**

Should any clause in this Memorandum of Understanding be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Memorandum of Understanding will remain in full force and effect. The City and AFSCME will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

#### **58. MAINTENANCE OF EXISTING BENEFITS**

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by the employees will remain in full force and effect during the term of this agreement unless mutually agreed to the contrary by both the City and AFSCME or determined by law and/or a court of competent jurisdiction to be unlawful.

#### **59. IMPLEMENTATION**

The terms of this Memorandum of Understanding are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

AFSCME proposals for the next agreement are requested to be served on the City by no later than April 15 of each year

**60. TERM OF AGREEMENT**

Except where expressly stated otherwise herein, the City and AFSCME agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Signatures on following page.



Alex Banuelos, President  
AFSCME Local 3183

1-7-26

Date



Linda Reich, City Manager  
City of Chino

1-13-26

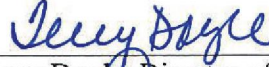
Date



Andy Llamas, Treasurer  
AFSCME Local 3183

1/7/26

Date



Terry Doyle, Director of HR/RM  
City of Chino

1-7-2026

Date



Frank Ruiz, Jr., Secretary  
AFSCME Local 3183

1-7-26

Date



Max Singletary, Member at Large  
AFSCME Local 3183

1-7-26

Date



Luis Schmidt  
AFSCME D.C. 36 Representative

1-07-2026

Date

**EXHIBIT B - UNIFORMS FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)**

Eligible Positions	<b>Grounds Maint. Worker Streets Maint. Worker Wastewater Maint. Worker Water Distribution Operator Water Quality Technician Water Treatment Operator</b>	<b>Grounds Maint. Lead Worker Streets Maint. Lead Worker Wastewater Maint. Lead Worker Water Distribution Lead Operator Water Treatment Lead Operator Water Utilities Supervisor</b>	<b>Equipment Lead Mechanic Equipment Mechanic</b>	<b>Water Meter Lead Technician Water Meter Technician</b>	<b>Facilities Maintenance Supervisor Facilities Maint. Lead Technician Facilities Maint. Technician Facilities Worker</b>
Description of Required Uniforms	Combination of up to 10 shirts or button up rental uniform shirts; duty personnel may have up to 12 shirts and 1 extra jacket. Combination of up to 10 shorts/long pants; 1 regular hat; 1 summer hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 10 shirts or button up rental uniform shirts; duty personnel may have up to 12 shirts and 1 extra jacket. Combination of up to 10 shorts/long pants; 1 regular hat; 1 summer hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 10 shirts or button up rental uniform shirts; combination of up to 10 shorts/long pants; 1 regular hat; 1 sweatshirt; 1 jacket. Color to be determined by department.	Combination of up to 5 polo shirts (long sleeve and short sleeve button down shirts or other City approved shirts) with logo on left sleeve, first name on right lapel and title on left lapel. Combination of up to 5 shorts/long pants; 1 straw hat or hat per fiscal year to be replaced upon supervisor's approval; 1 sweatshirt; 1 jacket with City logo on left sleeve and color to be determined by department.	Combination of up to 5 shirts or 9 rental shirts (which include polo shirts or rental uniform shirts) with logo on left sleeve, first name on right lapel, and title on left lapel. Combination of up to 9 flat front Dickie or similar style shorts, uniform long pants or cargo shorts for work-related purposes; up to 4 hats; 1 sweatshirt and 1 jacket with City logo on left sleeve and color to be determined by department.
T-Shirt Long Sleeve or Short Sleeve (City-owned)	Up to 10* per fiscal year	Up to 9* per fiscal year	Up to 10 per fiscal year	N/A	Up to 10 grey shirts per fiscal year
Button Up Uniform Shirt	Up to 10* per fiscal year	At least 1 and up to 10* per fiscal year	Up to 10 per fiscal year	N/A	Up to 9 per fiscal year
Polo Shirt (City-owned)	Up to 5 per fiscal year	N/A	N/A	Up to 5 per fiscal year	Up to 5 per fiscal year
Combination Pants/Shorts	Up to 10 per fiscal year	Up to 10 per fiscal year	Up to 10 per fiscal year	Up to 5 per fiscal year	Up to 9 per fiscal year
Hats	2 per fiscal year	2 per fiscal year	1 as needed	1 per fiscal year	Up to 4 per fiscal year
Sweatshirt (City-owned)	1 per fiscal year	1 per fiscal year	1 per fiscal year	1 as needed	1 as needed
Jackets (City-owned)	1 as needed	1 as needed	1 as needed	1 as needed	1 as needed
Short-Sleeve Button Down Shirts	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Long-Sleeve Button Down Shirts	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Grey T-Shirt Short Sleeve	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Grey T-Shirt Long Sleeve	N/A	N/A	N/A	Up to 5 per fiscal year	N/A
Raingear, gloves, safety glasses and safety sunglasses (Non-PERSable)	1 of each per fiscal year	1 of each per fiscal year	1 of each per fiscal year	N/A	1 of each per fiscal year

\*Duty Personnel may have up to a total of 12 shirts (t-shirts and uniformed shirts combined) and 1 jacket.