

**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION (CPPEA)  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION (CPPEA)  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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

- A. The Chino Police Professional Employees Association, hereinafter referred to as the “CPPEA”, is the recognized employee organization for all regular, non-sworn, full-time Chino Police employees in the City of Chino, hereinafter referred to as the “City”. These employees are collectively referred to as the “employees”. The current positions of the CPPEA can be found in the current Classification and Salary Schedule – Non-Management Positions.
- B. The authorized representatives of the City and the CPPEA have reached mutual agreement on wages, hours and other terms and conditions of employment of the employees.

THEREFORE, the City and the CPPEA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2019 through and including June 30, 2023. (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 Agreement.) If during the term of this MOU, an increase is extended to any other bargaining unit and/or the City’s unrepresented management group, the City agrees to increase the benefit, if available, for CPPEA Unit members by the same amount to maintain equity with either group, whichever is higher.

**1. ACTING PAY:**

The City will grant Acting Pay after an employee has worked in a higher classification for 20 consecutive work days or 20 non-consecutive work days in a 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 Step “A” of the Acting position Classification, whichever is greater.

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

**2. ASSOCIATION MATTERS:**

A 250 copy per month photocopy account is established for association business. Copies exceeding 250 per month will be paid to the City at the current per-copy charge. Association members are provided with 24 hours per fiscal year to attend to training or other related business in the interest of the CPPEA, when authorized by the City and the CPPEA. The hours do not accumulate or carry over from fiscal year to fiscal year.

### **3. ASSOCIATION REPRESENTATION - REQUEST FOR DECERTIFICATION:**

The City amends 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 fifty percent (50%) of the employees in the represented unit, and any other relevant and material facts, including verification that more than fifty percent (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. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within 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.

### **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 for the term of this agreement is as follows:

- ❖ December 1, 2019: \$1,445 per month (increase of \$50 per month)
- ❖ December 1, 2020: \$1,495 per month (increase of \$50 per month)
- ❖ December 1, 2021: \$1,545 per month (increase of \$50 per month)
- ❖ December 1, 2022: \$1,595 per month (increase of \$50 per month)

Unused portions of the Benefit Bank, up to a maximum of \$1,195 per month, may be deposited in the employee's deferred compensation account and/or paid out in the employee's regular paychecks as earned. Effective July 1, 2019, in compliance with IRS Code Section 125, contributions to the employee's deferred compensation account from unused portions of the Benefit Bank will be considered an employee contribution rather than an employer contribution. For employees hired after the date of approval of this MOU, the unused portion maximum will be limited to \$600.

The benefit bank allowance will be included in calculating the regular rate of pay for the purpose of determining the overtime rate of pay.

**5. BEREAVEMENT LEAVE:**

The City will provide a non-accruing bank of five (5) days (50 hours) for the bereavement of an immediate family member. An “immediate family member” is defined as a spouse; parent; brother; sister; child; step-child; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; grandparent or grandchild.

**6. BILINGUAL PAY:**

Effective July 1, 2019, a \$100 per month allowance (paid over 24 pay periods) for verbal fluency is provided to employees if they demonstrate their conversational skill in any language the department director deems necessary, including sign language, through a competency examination developed and administered by the City. An additional \$60 per month is provided for eligible Police Records Technicians, Police Service Officers, and Public Safety Dispatcher I and II. Recertification and frequency of testing is at the discretion of the City.

Employees are eligible for bilingual pay solely at the discretion of an employee’s department director. The determination by the department director with regard to bilingual pay will be based on an assessment as to the need for the employee to use this skill on-the-job. The decision is not subject to any method of administrative appeal or challenge. In the event that an employee is approved for bilingual pay, then at some future point in time changes assignments, classifications, duties, or is transferred or promoted, in any manner, 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.

Up to two (2) employees may be chosen at the City Manager’s discretion to receive a total of \$125 per month for written proficiency and verbal conversational fluency. The employee(s) must first demonstrate their written proficiency and verbal conversational fluency through a competency examination developed and administered by the City. Recertification and its frequency remain at the discretion of the City.

**7. BREAKS AND LUNCH FOR POLICE RECORDS TECHNICIAN, POLICE SERVICE OFFICER, PROPERTY AND EVIDENCE TECHNICIAN, AND PUBLIC SAFETY DISPATCHER I AND II:**

Public Safety Dispatchers I and II and Police Service Officers will be provided with a 45 minute paid meal period within a 10-12 hour shift. For remaining classifications, this benefit will not apply to employees hired on or after July 1, 1998. Employees not provided with the paid lunch break are provided with a paid break time.

Employees will be provided with a 20-minute paid break time during any period of overtime worked in which between a minimum of five (5) consecutive hours and up to a maximum of seven (7) consecutive hours are worked. Any member working an overtime shift of seven (7) consecutive hours or more is entitled to receive one (1) 45-minute lunch break. The lunch break is a paid lunch break for Public Safety Dispatchers I and II, Police Service Officers, and those employees hired on or after July 1, 1998; all other employees will receive an unpaid lunch break.

During each of these paid leave times all employees assigned to the Communications Center and Police Service Officers will remain on an on-call status.

## **8. CALL BACK PAY**

Employees who are not on stand-by and who are called back to work during their off-duty hours will receive two (2) hours minimum pay at one and one-half (1 ½) times their regular rate.

## **9. COMPENSATORY TIME:**

### **Administrative Secretary and Clerk Typist:**

Employees may accrue a maximum of 40 hours of Compensatory Time off, with the exception noted below. 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. Compensatory Time converted will be paid with the second paycheck in November of each year. Upon separation from employment, accrued Compensatory Time off will be converted to cash at the then existing base hourly rate.

**All positions not listed above** – Two (2) Compensatory Time banks, each consisting of 80 hours, are established:

- ❖ **Compensation Bank No. 1:** This bank provides for the accrual of 80 hours of Compensatory Time to be paid out only upon separation from employment. The first 80 hours of Compensatory Time earned by an employee are recorded in this account. No annual buy back of this time is provided.
- ❖ **Compensation Bank No. 2:** This bank provides for the accrual of up to 80 hours of Compensatory Time for use as time off only. This time may not be sold back to the City. Overtime hours in excess of 80 in this account will be paid to employees in salary at one and one-half (1 ½) times the employee's regular rate of pay.

## **10. COST OF LIVING ADJUSTMENT:**

Increases to employees' base wages/salary ranges for any represented positions are as follows:

- ❖ Effective the beginning of the pay period including July 1, 2019: 3%
- ❖ Effective the beginning of the pay period including July 1, 2020: 3%
- ❖ Effective the beginning of the pay period including July 1, 2021: 2%
- ❖ Effective the beginning of the pay period including July 1, 2022: 2%

## **11. COURT APPEARANCE COMPENSATION:**

Employees who are subpoenaed to appear in court during their off-duty hours are compensated at one and one-half (1 ½) times their hourly rate of pay with a 2-hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), 2-hour minimum guarantees. Time spent during all courtroom recesses, including court lunch recesses will be considered time worked for purposes of computing compensation. Hours spent in court beyond the two (2), 2-hour guarantees will be compensated on an hour-per-hour basis with exception of travel time. Employees who do not exercise the option to verify that a case is scheduled and who report to the court will be compensated for their appearance.

## **12. COURT TRAVEL:**

Employees who are subpoenaed to and appear in a court outside the local area (the local area being defined as Pomona and Rancho Cucamonga) during off duty hours will be paid, at a straight time

rate, compensatory time off for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

**13. DEATH BENEFIT:**

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

In the event of an employee's death, his/her beneficiary will receive payment of all unused vacation and compensation time at 100%. Sick leave time will be paid out at the rate established by years of service.

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.

**14. DEFERRED COMPENSATION:**

A deferred compensation plan 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.

**“Catch-up” Provision**

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 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 leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to his/her 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 his/her planned retirement date, have "457 catch-up" privileges available to him/her, 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 he/she wants 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 added back to 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 he/she wants 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 his/her 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.

**“Age 50+ Catch-up”**

In the calendar year you attain age 50 (or older), you may contribute an additional amount (currently \$6,000) over the normal maximum contribution limit (\$19,000 for 2019). 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 hours and/or accrued Vacation Leave hours to contribute this additional amount.

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

**15. DIRECT DEPOSIT**

All employees hired after the adoption of this MOU will be required to have funds directly deposited into an account established for deposit of any payroll check.

**16. DISABILITY:**

Effective July 1, 2019, the City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular



benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee’s base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee’s base salary. The entire benefit period will not exceed two (2) years.

**17. DISCIPLINARY APPEAL PROCEDURE:**

Resolution 2003-11, attached hereto as Exhibit A, serves as the City’s disciplinary appeal procedure. It provides that the hearing officer, if other than the City Manager, has the right to make a recommendation, following completion of a disciplinary appeal hearing, that the discipline (as set forth in the notice of the imposition of discipline and upon which the hearing has been convened), be affirmed, modified or reversed. Likewise, if the City Manager serves as the hearing officer, the City Manager has the right to find that said discipline is affirmed, modified or reversed.

**18. FLEXIBLE BENEFITS SPENDING PLAN:**

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

**19. FLOATING HOLIDAY TIME:**

Employees are provided with 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 35 hours of Floating Holiday Time, one time per fiscal year, in a 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 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 14 calendar days from the date of separation.

**20. HOLIDAYS:**

The City has designated 10 ten-hour holidays and 2 five-hour holidays as follows:

New Year’s Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	5 hours on the afternoon of Christmas Eve
Christmas Day	5 hours on the afternoon of New Year’s Eve

a) Pertaining to Administrative Secretary and Clerk Typist:

In any instance where a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours will be deposited within an account in the employee's name. The employee is required to initiate contact with his/her supervisor in writing to request authorization to utilize these banked holiday hours. The requested time off must be utilized within the equivalent of 90 days after said hours appear in the employees' leave bank.

If the employee fails to make a written request to utilize the banked holiday hours in accordance with the 90 days' time restriction, then the banked holiday hours will be stricken from the employee's account and the employee will be entitled to no cash or other compensation in lieu thereof.

However, if the above-described written holiday utilization request is rejected by a supervisor, then the above-described 90 day period will be extended by 60 calendar days from the date that the 90<sup>th</sup> day expired. In such case, the employee will make the request for holiday utilization as described above. Rejection by supervision during the 60 calendar days extension period described herein will result in additional 60 calendar day's extension until use of the holiday time is either granted and utilized, or stricken from the employee's account as authorized herein.

However, in any instance where the employee has made a proper and timely written request to utilize a holiday, with said request being denied as described herein, the employee will not be compelled by supervision to utilize the holiday on a day which is unacceptable to the employee. 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:

- i. Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime hours.
- ii. Be paid holiday hours at straight time and be paid hours worked at overtime rate.

b) Pertaining to all positions other than those listed in paragraph (a) herein – Employees are credited with 145 holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. Employees have the option of converting holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to another. Employees who have unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Employees may receive payment for holidays in one lump sum, in a check separate from their regular payroll check, upon written request to the City's Finance Department, at any time

throughout the year. Requests submitted with time sheets will be paid with the next regular payroll check distribution. Holiday pay will be calculated at the pay rate at the time of cash out. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Note: Employees electing to use direct deposit of payroll checks service will not receive a separate check, rather will have funds directly deposited into the account established for deposit of their regular payroll check.

Except for employees retiring from the City, employees who use or receive pay for observed City holidays and subsequently terminate their employment with the City, will be responsible to reimburse the City for hours used beyond those which would have normally accrued during that period of time in the fiscal year.

**21. JURY DUTY:**

Employees are compensated for jury service of 10 work days per fiscal year. A “work day” will be 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. LEAVE APPROVAL:**

Employees are guaranteed to receive approval from supervisor(s) for paid leave of not less than 80 hours non-consecutive Vacation, Floating Holiday or Compensatory Time each fiscal year to be deducted from the employee’s accrued leave time on record.

**23. LIFE INSURANCE:**

Employees are provided with \$100,000 in group term life insurance coverage. See also Death Benefit Section of this MOU.

**24. LONG TERM CARE THROUGH BENEFIT BANK/PAYROLL DEDUCTION:**

Employees who are participants in the CalPERS Long Term Care Program may make payments to CalPERS for this benefit from payroll deductions. Maintenance of eligibility to participate in the Program will be the sole responsibility of the employee. The City may rescind this benefit upon 30 days written notice to employees.

**25. MILEAGE REIMBURSEMENT:**

Only employees authorized by their department director and who have provided the required vehicle insurance verification are eligible to receive mileage reimbursement. The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

**26. OVERTIME CALCULATION:**

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate

of one and one-half (1 ½) times the employee's base rate of pay unless otherwise specified in this Memorandum of Understanding.

**27. OVERTIME COMPENSATION:**

Mandatory overtime will be all overtime which is assigned; this rate will be at one and one-half (1 ½) times the employee's hourly rate. Employees who work beyond two (2) consecutive shifts within a 24 hour period will be compensated at two (2) times the employee's regular base rate of pay commencing on the 17<sup>th</sup> consecutive hour of work.

**28. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS:**

- ❖ \$2,000 @ Hire plus \$500 @ completion of probation for entry level
- ❖ \$4,000 @ Hire plus \$1,000 @ completion of probation for lateral.

**29. REHIRE POLICY:**

An employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact, rehired no later than six (6) months after the effective date of resignation and then employed in his or her 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 his/her seniority level and leave accrual rates set based upon the number of years of service with the City of Chino prior to the 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. Said 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.

**30. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE:**

An employee is limited to 30 calendar days from service of an adverse document in which to respond to said document placed in his/her 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 and an additional 30 days extension will be granted.

**31. RETIREMENT:**

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

- A. Employees hired before the contract amendment with PERS effective October 16, 2011 will continue to be eligible for the 2.7% at 55 Plan, with the single highest year final compensation.
- B. Employees hired on or after the contract amendment with PERS effective October 16, 2011 will be enrolled in the 2% at 55 Plan, with a 3-year average final compensation.
- C. PEPRRA – The retirement benefit formula for new member hired on or after January 1, 2013, is 2% per year at age 62 (2% @62). Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment.

All employee paid contributions will be made on a pre-tax basis, in accordance with IRS section 414 (h)(2) and PERS guidelines.

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

**32. SALARY ADJUSTMENT:**

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

**33. SCHEDULE**

**A. CHANGING OF DAYS OFF FOR TRAINING PURPOSES:**

Employees will not be subjected to non-voluntary splitting of their days off to accommodate departmental training needs.

**B. EMERGENCY SCHEDULE:**

The City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations. (Refer to Seniority section)

**C. FLEXIBLE TIME SCHEDULING:**

The City allows employees the ability to utilize a flexible time (flex time) work schedule. Scheduling is developed/administered departmentally with the department director serving as ultimate approver of schedules.

**34. SENIORITY:**

The City and non-sworn employees of the Chino Police Department agree to use seniority as the method of determining shift work schedules and vacation.

Seniority will be determined by hire date with Chino Police Department. If two (2) new personnel (any job class or rank) are hired at the same time, at the same step, for the same position, then City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

For added clarification, the City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations.

**35. SEPARATION FROM CITY:**

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment through the use of leave time one (1) pay period beyond that day on which the employee actually reports to work.

**36. SICK LEAVE:**

Upon hire, employees will be credited with 30 hours or three (3) days of sick leave, whichever is greater, which can be used following the completion of 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 10 hours of sick leave per month to a maximum accrual of 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 for any sick leave hours used.

**37. 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 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.

**38. 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 the fiscal year if said credited hours do not exceed the 1,080 hours sick leave time.

### **39. SICK LEAVE PROGRAM**

Employees with a sick leave accumulation in excess of 960 hours on the last pay period in June, may convert up to 56 hours of sick leave to cash. Payment shall be calculated at the employee's hourly base rate and paid in the final payroll check of each fiscal year.

### **40. SPECIAL ASSIGNMENTS:**

Employees will be subject to mandatory transfers into "Special Assignments" to meet the operational needs of the City. 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" he/she has been chosen to fill, a discussion will be held that may include the affected employee, his/her representative, the Director of Human Resources/Rick 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 "Special Assignment" is undetermined; however, an employee, or his/her representative, may periodically request a status report as to the anticipated continuation of his/her "Special Assignment" job.

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

### **41. SPECIAL ASSIGNMENT PAY:**

An additional \$100 per month (paid over 24 pay periods) will be paid to Police Service Officers whose additional duties include prisoner transportation.

### **42. STANDBY PAY:**

One (1) hour for each day of the week, including weekends and holidays, will be paid at straight time, in pay or compensatory time off at the employee's option, to employees required to be on Standby duty as authorized by the department director or a designated representative.

### **43. TRAINING PAY**

Employees holding the position classification of Police Records Technician, Sr. Police Records Technician, Police Service Officer, Property and Evidence Technician and Public Safety Dispatcher I/II who are formally designated to act as a Training Officer, actually supervising a trainee, and doing so for no less than 50% of the Training Officer's regularly scheduled shift, will earn one (1) hour of pay for each shift served as a Training Officer. This pay will have no limiting effect on the receipt of overtime by the training employee when overtime is authorized by the supervisor.

**44. TUITION REIMBURSEMENT:**

Effective July 1, 2015 full-time, non-probationary employees enrolled in an accredited college/university degree program or professional development courses, are eligible for tuition reimbursement up to a maximum of \$3,000 per fiscal year upon successfully completing coursework with a minimum grade of “C”. Certain “Pass only” courses may be eligible. A Tuition Reimbursement Form and required documentation must be received by the Human Resources Department no later than 60 calendar days after the course completion date. 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 for 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 and approval by the Human Resources Department.

The non-probationary status requirement does not pertain to those full-time employees who are considered to hold probationary status due to a promotion into a new position in the City. Any employee promoting from a part-time position to a full-time position are not eligible until they successfully pass probation.

Eligibility to receive tuition reimbursement shall be conditioned upon a determination by the Department Director that the major in which a degree is being pursued or professional development courses are in a field of protocol reasonably likely to enhance the employee’s job performance or promotional advancement within the City.

Reimbursable expenses will include books, tuition, parking and registration/enrollment fees. Items such as paper, pens, notebooks and printing fees will not be eligible. Health-related fees, “gym” fees and other miscellaneous fees, whether billed as “tuition” or otherwise required of the institution are not eligible.

Upon request, an employee may be granted a “hardship waiver” for tuition if he/she acknowledges he/she has a financial hardship to pay for tuition. Should such a waiver be approved, the City will advance the cost of tuition fees only (not including health or other non-tuition fees) up to 75% of the cost of tuition. Within 30 days of completion of the course(s), employee is to provide proof of completion with a grade of “C” or better to Human Resources.

Employees agree to complete one (1) year of service with the City from the date of completion of their course work or they will be required to reimburse the City for funds distributed.

**45. UNIFORM CLEANING ALLOWANCE:**

Employees holding the position classification of Crime Prevention/Community Outreach Specialist, Crime Analyst, Police Records Technician, Sr. Police Records Technician, Police Service Officer, Property and Evidence Technician, and Public Safety Dispatcher I and II will be provided with a uniform cleaning allowance of \$770 per year. Payment for the total uniform cleaning allowance will be made one (1) time per year. This payment will be in a deposit separate from the employee’s regular paycheck and will be provided at the time of distribution of the second



payroll check in August of each year. If assignment is made to a non-uniformed unit prior to the end of the fiscal year, the employee will be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

**46. VACATION LEAVE:**

Maximum accrual of vacation is 400 hours. Upon termination of 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 buy back. It is the responsibility of employees to schedule vacation time off for rest and recuperation in order that earned vacation time in excess of 400 hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6-24	12 Days (120 hours)
25-48	15 Days (150 hours)
49-108	18 Days (180 hours)
109-120	19 Days (190 hours)
121 +	20 Days (200 hours)

**47. VACATION LEAVE CONVERSION:**

Employees who have accrued a minimum of 120 hours of Vacation Leave may convert a maximum of 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. Usage requirement waived for "activated" military personnel.

**48. WORKERS' COMPENSATION PROGRAM:**

Whenever an employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of his/her 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 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 are paid by the City through the Workers' Compensation program.

**49. 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 ten percent (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.

**50. SAVINGS CLAUSE:**

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

**51. 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 the CPPEA or determined by a court of law to be unlawful.

**52. 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 approval by the City Council.

CPPEA proposals for the next Agreement are due to the City no later than April 15 of each year.

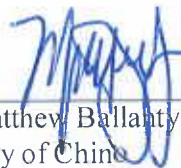
Memorandum of Understanding  
CPPEA July 1, 2019 – June 30, 2023



Leah Green, Employee Representative  
Chino Police Professional Employees  
Association (CPPEA)

9-25-19

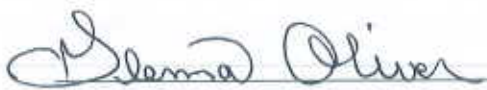
Date



Matthew Ballantyne, City Manager  
City of Chino

10.3.19

Date



Glenna Oliver, Employee Representative  
Chino Police Professional Employees  
Association (CPPEA)

9/25/19

Date



Anthony Arroyo, Director of Human  
Resources/Risk Management  
City of Chino

9/26/19

Date

**RESOLUTION NO. 2003-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 98-39 PERTAINING TO THE PROCEDURE FOR DISCIPLINARY ACTION AND DISCIPLINARY APPEAL**

**WHEREAS**, the City Council has established a procedure for Disciplinary Action and Disciplinary Appeal through the adoption of Resolution No. 98-39; and

**WHEREAS**, recent case law has further defined the methods for selection of Hearing Officers; and

**WHEREAS**, the City Council wishes to amend the current Disciplinary Appeal process in keeping with case law as it relates to the selection of Hearing Officers.

**NOW, THEREFORE**, the City Council of the City of Chino, California, does hereby resolve as follows:

Resolution No. 98-39 is rescinded in its entirety and Sections 3 through 5 of Rule XIV of Resolution No. 85-52 are amended as follows:

**SECTION 3. Notification of Proposed Disciplinary Action:**

- A. No Disciplinary Action (other than a Written Reprimand for a non-sworn employee) may be imposed on an employee without compliance with the procedures set forth in this Rule.
- B. When Disciplinary Action (other than a Written Reprimand for a non-sworn employee) is proposed, Written Notice will be provided to the employee which must contain the following information:
  - a) The identity of the supervisor or Department Director proposing the discipline;
  - b) What the proposed Disciplinary Action is, and the date and time it is proposed to become effective;
  - c) The specific grounds for the proposed Disciplinary Action including a description of the employee's acts and/or failures to act which are the basis for the proposed Disciplinary Action;
  - d) A copy of all materials and documents on which the proposed Disciplinary Action is based; and

e) Notice that the employee has the right to present to the Department Director argument and/or documents against the proposed discipline prior to its imposition by:

- a) Filing a Written Response to the Written Notice; or
- b) Scheduling a meeting with the Department Director

within 5 work days following receipt of the Written Notice.

C. After considering the employee's evidence and/or arguments against the proposed Disciplinary Action (if any is offered) the Department Director may:

1. Overrule; or
2. Modify; or
3. Impose

the proposed Disciplinary Action and then notify the employee in writing of the determination within 5 work days, following receipt of the employee's Written Response or date of meeting with the employee. If no evidence and/or arguments are offered by the employee, the Department Director will make a decision based on the available information.

4. If the Department Director imposes discipline, the date and time when it will become effective will be noted in a Written Determination which the Department Director will provide to the employee.

#### SECTION 4. Public Safety Officers' Procedural Bill of Rights Act:

Nothing in this Rule shall be construed to waive any rights of an employee held pursuant to the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300, et. Seq.).

In the event that a sworn Officer receives disciplinary action consisting of a Written Reprimand, or Oral Reprimand, the sole and exclusive procedure for appealing said discipline is as follows:

Within 5 work days of the time a Written Reprimand or Oral Reprimand is issued, the employee is entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action.

The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The supervisor will have 10 work days to respond to the employee. If the supervisor does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within 10 work days of the supervisor's response to the employee's appeal, or 10 work days after the time for the supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal will be to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The Chief of Police shall have 10 work days to respond to the employee. If the Chief of Police does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action will be deemed unchanged.

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

**SECTION 5. Relieving from Duty:**

An employee may be relieved from duty pending an investigation of his/her acts and/or failures to act which may be grounds for Disciplinary Action. The relieving of an employee from duty is not a disciplinary act. The employee will be considered on a leave of absence with pay for purposes of salary, benefits, and service time.

**SECTION 6. Disciplinary Appeal:**

**A. Appeal**

An employee against whom Disciplinary Action has been taken may appeal such action to the City Manager by filing a written Notice of Appeal with the City Manager within 10 work days from the effective date of the Disciplinary Action.

The Notice of Appeal shall be signed by the employee or his/her representative and shall contain:

1. A statement describing the specific basis of the employee's appeal;
2. The corrective action requested; and
3. The address to which further correspondence should be sent.

Failure of the employee to file a timely appeal will constitute a waiver of the employee's right to a Hearing.

The City Manager, or a Hearing Officer appointed by the City Manager from the American Arbitration Association, shall schedule a Hearing on the employee's appeal within 30 calendar days of receipt of the employee's written Notice of Appeal.

**B. Appeal Hearing**

The employee may be represented by an attorney, an employee relations professional, or representative of the recognized employee association of which the employee is a member.

Each party shall be given a reasonable opportunity to be heard on relevant issues and will have the right to cross-examine witnesses.

The City shall have the burden of going forward and the burden of proof. The burden of proof shall be a preponderance of the evidence.

Compliance with the technical rules of evidence applied in a court of law will not be required. Oral evidence will be taken under oath. Hearsay evidence will be admissible, but will not be sufficient alone to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant or unduly repetitious evidence may be excluded. The rules of privilege shall apply.

If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

### C. Findings

1. If the Hearing is conducted by the City Manager, the City Manager will prepare Written Notice as to whether the Disciplinary Action is:
  - a. Affirmed, or
  - b. Modified, or
  - c. Reversed, or
  - d. Increased
2. The Written Notice will also contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.
3. If the Hearing is conducted by a Hearing Officer, he/she shall prepare a Written Recommendation to the City Manager as to whether the Disciplinary Action shall be Affirmed, Modified, Reversed or Increased and will contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.
4. The decision of the City Manager will be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management, no later than 30 calendar days from the conclusion of the Hearing. If the Hearing is conducted by a Hearing Officer, the conclusion of the Hearing will be the date that the Written Recommendation is received by the City Manager from the Hearing Officer. In all cases the decision of the City Manager will be final and conclusive.
5. If the City Manager does not adopt the recommended decision of the Hearing Officer, the City Manager will review the transcript of the Hearing and give both sides an opportunity to present oral argument, not to exceed 30 minutes, to him/her before making a final decision.

- 6. If a Hearing Officer is selected to conduct the Hearing, that Hearing Officer will be ineligible to hear any other case for the City for a minimum of 18 months after the Hearing Officer renders a Written Recommendation to the City Manager.

APPROVED AND ADOPTED THIS 4th DAY OF MARCH, 2003.

  
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 EUNICE M. ULLOA, MAYOR  
 CITY OF CHINO, CALIFORNIA

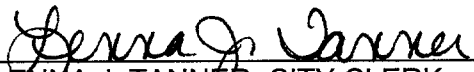
ATTEST:

  
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 LENNA J. TANNER, CITY CLERK  
 CITY OF CHINO, CALIFORNIA

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

I, Lenna J. Tanner, City Clerk of the City of Chino, California, do hereby certify that the foregoing Resolution No. 2003-11 was duly and regularly introduced, passed and adopted by the City Council of the City of Chino, California, at a regular meeting of said City Council held on the 4th day of March, 2003.

AYES:	COUNCIL MEMBERS:	ULLOA, DUNCAN, ELROD, HAUGHEY, YATES
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

  
 \_\_\_\_\_  
 LENNA J. TANNER, CITY CLERK  
 CITY OF CHINO