



# **MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO POLICE OFFICERS ASSOCIATION

*July 1, 2025 to June 30, 2027*

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND  
THE CHINO POLICE OFFICERS ASSOCIATION (CPOA)  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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Chino Police Officers Association  
Memorandum of Understanding  
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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND  
THE CHINO POLICE OFFICERS ASSOCIATION (CPOA)  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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

- A. The Chino Police Officers Association, hereinafter referred to as the “CPOA”, is the recognized employee organization for all regular, full-time non-management sworn Police Department employees in the City of Chino, hereinafter referred to as the “City”. These employees are collectively referred to as “employees.” The CPOA consists of the following position classifications:

**Corporal  
Police Officer**

- B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the CPOA 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 the CPOA.
- C. The authorized representatives of the City and CPOA have reached a mutual agreement on wages, hours, and other terms and conditions of employment of the employees.

THEREFORE, the City and the CPOA 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.

**1. ACTING PAY**

The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive workdays or for twenty (20) non-consecutive workdays 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.

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive workdays or twenty (20) non-consecutive workdays 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 HOURS FOR CPOA**

A total of forty (40) paid hours per fiscal year will be available to the Chino Police Officers Association (CPOA) Board, or other designated members, as authorized by the City, to attend

training sessions, workshops, or other related activities for CPOA business. These hours shall not accumulate or carry over from one fiscal year to the next. The use of these hours must be approved by the Chief of Police.

### **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 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.

### **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 Kaiser rate), dental and vision coverage for family coverage.

The benefit bank amount will be adjusted annually 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.

**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 family member” is defined as a spouse, parent, brother, sister, child, stepchild, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, 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 Chief of Police 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**

Employees who use on-the-job bilingual skills of any language deemed necessary by the Chief of Police deems necessary, including sign language, and who have demonstrated fluency by passing a competency examination will receive two hundred and forty dollars (\$240) per month allowance (paid over 24 pay periods) for use of this skill.

The Human Resources Department will administer the competency examination, and the Chief of Police must approve an employee’s eligibility to take the exam and receive the bilingual pay allowance.

Employees who have the ability to read and/or write in the designated language, may be asked to perform those tasks on the job; however, they are not required to do so in order to receive this benefit. No additional compensation will be provided for those employees who possess reading and/or writing skills beyond verbal fluency.

The City reserves the right to modify or discontinue the bilingual pay allowance at any time should it be determined the skill is no longer necessary.

## **7. BREAKS AND (CODE 7) MEAL PERIOD**

Employees are provided with a 45-minute paid lunch period within a 10–12-hour shift.

Effective July 1, 1998, employees will be provided with a twenty (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 employee working an overtime shift of seven (7) consecutive hours or more is entitled to receive one forty five (45)-minute paid lunch break. During each of these paid leave times the employee will remain on an on-call status.

## **8. CALL BACK PAY**

Employees who are not on stand-by and are called back to work during their off-duty hours will receive a minimum of two (2) hours of pay per the Overtime Article.

Compensation will be provided regardless of the actual time worked if the total duration of the call back assignment is less than two (2) hours. If the employee's call back assignment extends beyond the two (2) hours, they will be compensated for the actual time worked at the applicable overtime rate.

## **9. CANINE HANDLERS**

Canine Handlers will work a 4-10 schedule. The assigned working hours will be based on the needs of the Department and are subject to change, as determined by the Operations Division Commander.

Handlers will not be required to be on call. In the event a Handler is contacted and requested for an emergency call out (as determined by the on-duty Watch Commander), normal call out compensation will apply. If, however, a Handler is placed on call, the Handler will be compensated according to the existing MOU.

Canine training will occur on duty as follows:

- a. The Canine Handler will participate in weekly Canine training with allied agencies. Absences may be allowed for emergencies, e.g., Handler or Dog illness; scheduled vacations; or, to accommodate the needs of the Department as determined by the Canine Coordinator or the Watch Commander.
- b. The Canine Handlers will report for their weekly training at the designated location and time. The senior Handler will be responsible for notifying Dispatch and the Watch Commander each week of their training location and attendance prior to the commencement of training. The weekly training block is six (6) hours. The remaining four (4) hours of the Handler's scheduled ten (10)-hour shift will be considered as "Canine Maintenance Compensation" to provide for the care, grooming, exercise and maintenance of the Police Service Dogs and their equipment.
- c. Once a month, Adlerhorst International (or the designated training facility) will schedule the required eight (8) hour requalification day. Handlers will attend as scheduled by the Canine Coordinator. The training day will be considered a normal ten (10)-hour workday for all Handlers. The remaining two (2) hours of that day will also be considered "Canine

Maintenance Compensation” for the Handlers. The Handlers will receive a total of fourteen (14) hours of straight time compensation in a twenty eight (28) day pay cycle (30 minutes a day, 7 days a week). This is to compensate the Handlers for time spent on care and maintenance of the Police Service Dog and equipment. The time off will be arranged with the Canine Coordinator. Attendance is mandatory. However, excused absences may be allowed for emergencies or Handler/Dog illness at the discretion of the Canine Coordinator.

- d. A yearly P.O.S.T. certification is required for “Patrol and Detection” and attendance is mandatory. The Canine Coordinator will schedule the certification days.

The Operations Division Commander will assign the days off for each Handler. The choice of days off will be made by seniority and with each normal shift rotation. Seniority will be established by time assigned in the Canine Unit.

Day-to-day supervision of the Canine Unit personnel will be the responsibility of the patrol team Sergeants to ensure that both the needs of the Department and the Canine Unit are being met.

Canine Handlers will be issued patrol cars with proper canine kennel/safety equipment and marked with proper Police canine warnings. The patrol cars will be utilized to transport the canine to and from the Handler’s residence to Department approved training, as well as to normal patrol shifts as determined by the Canine Coordinator. Each Canine Handler must provide necessary maintenance of the Police Service Dog and all related equipment. Equipment deficiencies must be reported to the Canine Coordinator who will oversee replacement or repair.

Any injuries to or illness affecting the Police Service Dog must be immediately reported to the Canine Coordinator who will authorize all veterinary care deemed necessary. Veterinary services will be paid for by the Department. An exception will be made for emergency veterinary care, in which case preauthorization for treatment is not needed.

When it becomes necessary to retire a Police Service Dog from active service, the Department will transfer ownership of the dog to the last Handler, provided the Handler wants to keep the dog. Should the Handler decline to accept the retired Police Service Dog and upon approval of the Canine Coordinator, the offer of transfer of ownership will then be presented to the dog’s previous Handler(s). Should no Handler elect to accept the dog, the Canine Coordinator will make other appropriate plans for the dog with the approval of the Chief of Police.

Note: The City of Chino Police Department will sell the retired Police Service dog to the Handler for one dollar (\$1.00) and in return the Handler agrees to provide a comfortable, humane and caring environment for the remainder of the retired Police Service Dog’s life. The Handler also agrees that the retired dog will not perform any searches or activity related to patrol or narcotic related duties.

#### **10. CANINE OFFICER CALL OUT COMPENSATION**

Effective July 1, 1998, three (3) hours minimum pay earned at one and one-half (1 ½) times the employee's regular base rate of pay will be provided to employees assigned to canine duty who are off-duty and are called back to conduct an investigation.

#### **11. CATASTROPHIC TIME BANK**

Effective July 1, 1994, a Catastrophic Time Bank may be created on an as-needed basis for use by CPOA members. Refer to Catastrophic Leave Policy.

#### **12. CHANGING OF DAYS OFF FOR TRAINING PURPOSES**

Effective July 1, 1985, employees will not be subject to non-voluntary splitting of their days off to accommodate Department training needs.

#### **13. COMPENSATION TIME OFF**

Employees may accrue a maximum of one hundred and eighty (180) hours of Compensatory Time which may be requested as time off. Upon separation from employment, accumulated compensatory time off will be converted to cash at the then existing base hourly rate.

#### **14. COMPUTER LOAN PROGRAM**

All regular employees who have completed their probationary period are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- ❖ Maximum amount financed is two thousand, five hundred dollars (\$2,500).
- ❖ Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- ❖ Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- ❖ System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- ❖ No game or entertainment software will qualify under this program.
- ❖ Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- ❖ Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- ❖ Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- ❖ The City must approve in advance all purchases for equipment under this program.
- ❖ A written agreement between the City and participant is required to participate in this program.
- ❖ Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

### **15. COST OF LIVING ADJUSTMENT (COLA)**

A Total Compensation Survey will be conducted in August 2025 using the same criteria and survey cities used in the 2022 Total Compensation Survey. The City agrees to maintain sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank. Any adjustments necessary to meet that benchmark will be retroactive to the pay period that includes July 1, 2025.

The same process will apply every August, with any necessary adjustments to retain sworn classifications in the top 3 ranking being retroactive to the pay period that includes July 1. Benefit Bank updates for the next year will be implemented in December of the year they are released.

#### **Definition of Total Compensation**

For the purposes of this Article, total compensation shall consist of the following elements:

- ❖ Base salary
- ❖ Uniform allowance
- ❖ Shift differential (graveyard shift)
- ❖ Advanced POST pay
- ❖ City-paid Deferred Compensation contribution
- ❖ City-paid Retiree Health Savings (RHS) contribution
- ❖ Employer-paid healthcare contribution
- ❖ Longevity pay (\$500 at 5 years = \$8.33 monthly value)

Minus the employee-paid PERS PEPRRA contribution rate

### **16. COURT APPEARANCE AND STAND-BY COMPENSATION**

Employees asked to appear or stand-by for civil, criminal, or administrative proceedings will be compensated in accordance with the established court appearance and court stand-by policies that read as follows:

Court Appearance Compensation: Employees who are subpoenaed to appear in court during their off-duty hours will be paid at one and one-half (1 ½) times their hourly rate of pay with a two (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), two-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) two-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.

Court Stand-by Compensation: Off duty sworn personnel who are placed on stand-by for a possible court appearance will be paid at their straight time rate for hours spent on stand-by. The time will be calculated to the nearest fifteen (15)-minute increment. In addition to this compensation, employees instructed to remain available for a court case are compensated with four (4) hours at straight time, paid at the employee's base rate of pay, after the employee has been in stand-by mode for two (2) consecutive days and has not been relieved of such stand-by.

## **17. COURT TRAVEL TIME**

Employees who are subpoenaed to and appear in 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 for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

## **18. DEATH BENEFIT**

Employees are provided with one hundred thousand dollars (\$100,000) in life insurance coverage, payable to beneficiary on file in Human Resources at time of death. Death benefits under the City's self-insured life insurance program are intended to be treated for all federal income tax purposes as being paid under a life insurance contract within the meaning of Section 7702 of the Internal Revenue Code and to result in no recognition of income under Code Section 101.

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.

## **19. DEFERRED COMPENSATION**

A deferred compensation plan, 457(b) and/or 401(a), 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**

Employees will receive a two hundred and fifty dollar (\$250) per month City contribution to their City Deferred Compensation account, 401(a).

### **"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 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.

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 over the normal maximum contribution limit per the IRS. 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. This provision may be used regardless of the amount of deferrals the employee currently contributes.

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

## **20. DIRECT DEPOSIT**

Employees will not receive separate checks as noted under the sections titled Cleaning/Clothing Allowance and Holiday Pay but will have funds directly deposited into the account established for deposit of their regular payroll check. All employees are required to have funds directly deposited into an account established for deposit of any payroll check.

## **21. 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 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.

## **22. DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS**

Effective August 15, 2000, the following Appeal Procedure will be utilized by employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to sworn employees for appealing disciplinary action consisting of a Written Reprimand or less.

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

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee will be 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's appeal may be made verbally or in writing. The supervisor will have ten (10) workdays from the date of the administrative appeal to respond to the employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within ten (10) workdays of the supervisor's response to the employee's appeal, or ten (10) workdays 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 is 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's appeal may be made verbally or in writing. The Chief of Police will have ten (10) workdays to respond to the employee. If the Chief of Police does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain 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.

### **23. DISCIPLINARY APPEAL PROCEDURE CHANGE**

City Resolution No. 98-39, which governs the appeal of disciplinary action, is rescinded in its entirety and Section 3 through 5 of Rule XIV or City Resolution No. 85-52 (Personnel Rules) will be amended as reflected in City Resolution No. 2003-11, attached hereto as *Exhibit A*.

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

### **24. EDUCATIONAL INCENTIVE PROGRAM**

Employees hired after July 1, 1980, with two (2) or more years of service as a sworn Police employee with the City of Chino will be paid a lump sum at the time of receipt of a qualifying degree. The sum will be a percentage of the employee's total annual base salary computed as follows:

| Degree                    | Percentage of Salary |
|---------------------------|----------------------|
| Associate of Arts/Science | 2-1/2%               |
| Bachelor of Arts/Science  | 5%                   |
| Master of Arts/Science    | 7%                   |

For purposes of the above computation, annual base salary will be computed by reference to the monthly salary being received by the employee at the time that he/she qualifies for the degree.

For purposes of the Educational Incentive Program, qualifying degrees must be in Police Science, Public Administration, Business Administration, Behavioral Science, or other course of study approved by the Chief of Police.

Employees will be eligible to receive concurrently the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for all degrees received.

### **25. EMERGENCY SCHEDULE**

The City reserves the right to waive seniority criteria and determine shift work scheduling and vacation assignments as necessary to meet operational needs. This authority may be exercised in cases of emergency and/or temporary situations to ensure adequate staffing and continuity of services

Under California Government Code Section 3101 all Chino Police Department employees are considered disaster Service Workers.

#### **Civil Disturbance or Unusual Occurrence Plan**

In the face of a Civil Disturbance or an Unusual Occurrence, the Department resources will be directed in the most efficient manner possible toward the goal of restoring the City to a state of normalcy.

The Chief of Police or his designee will be the command officer authorized to shift the Department into a “Civil Disturbance” (CD) or “Unusual Occurrence” (UO) staffing configuration. Additionally, should information or intelligence sources suggest that a situation is developing that could trigger a CD or UO, the Chief may declare a Departmental “Tactical Alert”, which could cause the Department to move into an emergency schedule, i.e. 12 hour shifts. Employees in the unit will follow Chino Police Department Policy 408 for further Civil Disturbance or Unusual Occurrence Plan directives.

#### **Activation of Emergency Plan**

The Chief of Police or highest-ranking official on duty may activate the Emergency Operations Plan in response to a major emergency. In the event the Emergency Operations Plan is activated all employees are subject to immediate recall. Employees may also be subject to recall during extraordinary circumstances as deemed necessary by the Chief of Police or designee. During the Activation of the Emergency Operations Plan, and Emergency Schedule will be in force as directed by the Chief of Police.

Any modifications to scheduling or vacation assignments under this article will be made in accordance with departmental policies and procedures. For further details, refer to the Seniority Section of this MOU.

#### **26. EQUIPMENT**

All employees will be provided with the required equipment necessary to perform their duties at the City’s expense.

Equipment issued to employees during their employment shall remain the property of the City. Upon separation from employment, employees are required to return all City-issued property immediately. Failure to return issued equipment may result in appropriate action as permitted by law or other applicable measures.

#### **27. EXAMINATION OF PROMOTIONAL SCORES**

Employees having completed a written and interview promotional testing process will be eligible to receive a verbal summary of feedback provided by raters. The verbal summary will include relevant comments made by raters that were used in determining placement on an eligibility list. The verbal summary will be provided by designated representative from the Executive Management team within the Police Department, who will ensure the feedback is delivered in a constructive and confidential manner.

The purpose of the verbal summary is to provide insight into the employee's performance, highlighting strengths and areas for potential improvement in future promotional opportunities.

The Chief of Police and/or his designee will ensure that the process will remain transparent, consistent, and in compliance with these procedures.

## **28. FLEXIBLE BENEFITS SPENDING PLAN**

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

## **29. FAIR LABOR STANDARDS ACT**

In accord with the FLSA, the City will pay all CPOA members at the overtime rate as mandated by the FLSA, and with regard to "law enforcement personnel" as that term is defined in the FLSA. Such FLSA mandated overtime rate will be paid for all hours worked in excess of 171 in a designated 28-day period as required by 29 USC Section 207(k).

In connection with "law enforcement personnel", the City will designate thirteen (13), twenty-eight (28) day periods for each calendar year. In determining the quantity of "hours worked", as that term is defined in the FLSA, time for which persons are compensated, but do not actually work, will not be counted as "hours worked" for purposes of making FLSA computations. Such paid leave hours which will be excluded from the computation of "hours worked" as set forth in the FLSA, are sick leave, holiday pay, vacation pay, personal holiday pay, military leave, bereavement leave, jury duty pay, civic responsibility leave, long term disability leave, industrial leave such as set forth in California Labor Code Section 4850, and police CPOA board hours.

However, this section will not diminish or alter any provision of EMPLOYEE COMPENSATION RESOLUTION 85-54, which provided for overtime pay, call-back pay, court appearance pay, court stand-by pay and other forms of premium compensation. Thus, such overtime and premium compensation computations will continue to include the above-described paid leave hours in computing overtime and premium compensation payments other than those regulated by the FLSA. For example, if an employee actually works 75 hours in any two (2) consecutive work weeks and utilizes ten (10) hours of sick leave in said time period, then the employee will receive five (5) hours of overtime at one and one-half (1 ½) times the employee's hourly rate (Article IV, Section 1, 2 of Resolution 85-54). However, such paid leave of absence will not be utilized in determining the employee's post 171- hour entitlement to FLSA computation at the regular rate of pay.

Further, if, during the term of this Agreement, the Fair Labor Standards Act is either legislatively, administratively or judicially held inapplicable to any or all CPOA members then this section will be null and void except for those provisions which perpetuate overtime and premium compensation provisions as set forth in EMPLOYEE COMPENSATION RESOLUTION 85-54, and its successor (which will not alter counterpart overtime and premium compensation provisions of Resolution 85-54). Additionally, and to the extent that the Memorandum of Understanding, the Employee Compensation Resolution, and other City rules and regulations have been altered in

response to the FLSA, the status quo preceding this Memorandum of Understanding will be restored upon any described determination that the FLSA is no longer applicable to CPOA membership.

### **30. FLOATING HOLIDAY TIME**

Following completion of six (6) months of continuous full-time City service, an employee will be credited with three and one half (3-1/2) days (35 hours) of Floating Holiday Time. Thereafter, employees are credited with three and one half (3-1/2) (35 hours) floating holidays in July of each year.

Employees will be permitted use of floating holiday time or conversion of said holiday time to cash in accordance with the provisions set forth in this Memorandum of Understanding and established City policies. (Refer to Holiday Pay Section.)

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.

### **31. HAZARD COMPENSATION**

#### **A. Tactical Flight Officer Assignment**

One (1) full-time employee will be assigned to Tactical Flight Officer as their primary assignment and will be provided with an additional monthly compensation of two and a half percent (2.5%) of the employee's regular base rate of pay.

In the event the assigned Tactical Flight Officer is unable to perform these duties due to long-term illness or injury or any other approved long-term leave of absence, the Department shall designate a qualified relief Tactical Flight Officer to temporarily assume the duties. The relief employee shall receive the same Tactical Flight Officer pay for the period during which the duties are performed.

Assignment of relief Tactical Flight Officers shall be based on operational needs, experience, and relevant training, and shall be at the discretion of the Chief of Police or designee.

#### **B. Motorcycle Duty Assignment**

Employees on assignment to a motorcycle unit will be provided with an additional monthly compensation of two and a half percent (2.5%) of the employee's regular base rate of pay.

Employees will receive ten (10) hours straight time pay or compensatory time off each month. This is to compensate employees for time spent cleaning and maintaining the motorcycle. The time off will be coordinated with the Traffic Supervisor.

### **32. HOLIDAYS**

The City has designated twelve (12) 10 ten-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 | Christmas Eve      |
| Christmas Day              | New Year's Eve     |

Employees will be compensated in accordance with established policy governing holiday pay.

### **33. HOLIDAY PAY**

Employees are credited, in July of each year, with one hundred and twenty (120) hours of holiday time and thirty five (35) hours of floating holidays. Employees, regardless of assignment, will have the option of converting said holiday time to cash or to accumulated time off. 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 the next. Any 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.

Holiday time converted to cash pursuant to exercise of this option will be compensated at straight time. Employees may receive payment for holidays in one lump sum, in a payroll check deposit separate from their regular payroll check, upon written request to the City's Finance Department/Payroll, 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.

Except for retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

### **34. INCENTIVE PAY**

Resolution 85-54 is amended to allow for hiring incentives in order to attract and retain higher caliber employees. Effective February 4, 2020, the City will pay new-hire lateral officers (non-entry level) an incentive of \$5,000 upon hire, and an additional \$5,000 upon successfully passing the probation period. This replaces the prior incentive of the cash equivalent of one hundred and twenty (120) hours of pay upon successful completion of probation.

Source: Resolution No. 2020-007

### **35. INVESTIGATION PROCESS**

The City will comply with Government Code Section 3303, as well as current department and City policy, regarding an investigation involving any employee represented by the Chino Police Officers Association.

### **36. INVESTIGATOR CALL-OUT PAY**

A three (3) hour minimum guarantee earned at one and one-half (1 ½) times the employee's regular base rate of pay will be provided to employees who are off-duty and called back to conduct an investigation. This provision will apply to employees who are assigned as a Detective, Narcotics Investigator, and Traffic Investigator. Traffic Investigator is defined as those who have completed the required training pursuant to the Chino Police Department guideline for an Accident Investigator.

### **37. JURY DUTY**

Employees will be compensated for jury duty service up to a total of ten (10) workdays during any fiscal year. A "workday" will be defined as a regularly scheduled day of work for the employee.

For all jury service, employees will be 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.

### **38. LIFE INSURANCE**

The City will provide, at City expense, one hundred thousand dollars (\$100,000) life insurance coverage to all employees. See also Death Benefit Section of this MOU.

### **39. LONGEVITY PAY**

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

- ❖ 10 years of service - \$500 paid in a lump sum at time of anniversary.
- ❖ 15 years of service - \$1,000 paid in a 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.

### **40. MANAGEMENT RIGHTS**

The City retains all rights, powers, and authority to manage, direct, and control its operations, except as specifically limited by this Memorandum of Understanding (MOU) or applicable law. These rights include, but are not limited to:

- ❖ Determining the organization, mission, and objectives of the agency or department.
- ❖ Establishing the mission of its constituent departments, commissions, and boards.
- ❖ Setting and modifying standards of service.
- ❖ Planning, directing, and controlling the workforce.
- ❖ Establishing policies, procedures, and standards for employee conduct and performance.
- ❖ Conducting performance evaluations and implementing performance improvement plans as necessary.
- ❖ Determining the number, location, and types of employees required.

- ❖ Hiring, promoting, transferring, assigning, and retaining employees.
- ❖ Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.
- ❖ Exercising full control and discretion over the organization's structure and the technology used to perform work.
- ❖ Implementing corrective actions, including suspension, demotion, or termination, for just cause.
- ❖ Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.

There are no provisions in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provision of this MOU specifically curtail or limit such rights.

#### **Meet and Confer Obligation**

Where required by law, the City agrees, prior to implementation, to meet and confer with CPOA concerning the impact of the exercise of City rights on wages, hours, and terms and conditions of employment.

#### **41. MILEAGE REIMBURSEMENT**

The City agrees to reimburse employees authorized by the Chief of Police 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 the mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the employee may not be paid until the current vehicle coverage has been provided. The City uses the standard rate established by the Internal Revenue Service (IRS) to calculate reimbursements for mileage.

#### **42. NEPOTISM POLICY**

With regard to the hiring of relatives, the City has determined that a business purpose exists to dictate that the employment of relatives within City departments for certain positions is prohibited in order to promote supervision, safety, security, morale, and efficiency. As a result, the City adopted Resolution 2006-044, attached hereto as *Exhibit B*. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after June 20, 2006. This policy also applies to individuals who become related (as defined within exhibit) after commencement of employment by one or both individuals.

Source: Resolution Nos. 85-52, 98-83, 2006-44

#### **43. ON-CALL COMPENSATION**

Effective July 1, 2007, employees who are required to be on-call during off-duty hours will be compensated at the rate of two (2) hours of straight time pay for each full day (24 hours) while on call.

#### **44. OVERTIME**

Overtime for employees will be broken into three sections:

- Mandatory overtime will be all overtime which is assigned, and employees will receive pay or compensatory time off.
- Ordered mandatory overtime occurs when an employee is contacted and ordered to report to work immediately. An employee will receive a minimum of two (2) hours overtime pay starting from the time the employee is contacted and ordered to report to work immediately.
- Voluntary overtime will be limited to employees signing up for overtime to fill vacancies within the Department for the following reasons: Vacation relief, Compensatory time off, or position vacancy due to termination. Employees working voluntary overtime within their assigned bureau will receive pay or compensatory time off. Employees working voluntary overtime outside of their assigned bureau or at an event where an outside vendor is contracting with the City for Police services will receive pay (e.g. Concert at Prado Park, Grant funded operation).

Overtime earned shall be calculated based on the following:

- 1.5 times the employee's base hourly rate,
- Plus any applicable Specialty Pay (e.g., bilingual, other assignment-specific pays),
- Plus Hazard Pay, where applicable,
- Plus P.O.S.T. Certificate pay.

#### **45. OVERTIME COMPENSATION - NON-PATROL**

Effective July 1, 1987, employees who work beyond sixteen (16) consecutive hours 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.

#### **46. PHYSICAL FITNESS PROGRAM (VOLUNTARY)**

Effective July 1, 1995, attached hereto as *Exhibit C* and incorporated herein by reference as though set forth in full is the "VOLUNTARY PHYSICAL FITNESS PROGRAM" as adopted by the parties. The Voluntary Physical Fitness Program is available to sworn, non-probationary Association members only. Compensated time off or pay will be awarded between 1 and 30 hours during each fiscal year for demonstration of physical fitness.

It is expressly agreed and acknowledged by the parties that the decision to implement the Voluntary Physical Fitness Program was made with due consideration given to the City's concern that implementation of such a program will not generate Workers' Compensation liability. Therefore, the parties to this Agreement expressly agree and acknowledge that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment. It is further agreed that the CPOA will clearly inform all of its members that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment, that no City employee is expected to participate in said activities, and that the City will not be liable for the payment of Workers' Compensation benefits for any injuries arising from participation in

the program or from training/preparation which any employee undertakes for participation in the program. Each employee participating in the program will be required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

“Participation by employees of the City of Chino in the Voluntary Physical Fitness Program and in training/preparation for participation in the program is strictly voluntary. No City employee is expected to participate in the program, and participation is not a part of any City employee’s work-related duties. The City will not be liable for the payment of Workers’ Compensation benefits for any injury which arises from participation in the Voluntary Physical Fitness Program, or from training/preparation for participation in the program.

I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers’ Compensation claim which is related in any way to my participation, training, or preparation for the program.

Dated:

---

Signature of Employee”

Employees may be awarded between 1 to 30 hours of pay or compensatory time off during each fiscal year for demonstration of physical fitness.

Effective July 1, 1997, rehired sworn employees will be allowed to participate in the Voluntary Physical Fitness Program.

The program will consist of a number of testing dates, to be determined together by the Association Board Members of the CPOA and CPMA. From the date of announcement of the testing schedule, testing will take place over a period of time not to exceed three (3) months from the date of the first test to the date of the final test.

Employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the program with benefits equal to two (2) years of credit.

#### **47. P.O.S.T. CERTIFICATE PAY**

Employees who have been employed by the City for at least six (6) months in the position of Police Officer or Corporal will be eligible to attempt to receive monthly compensation as follows for possession of the following certificate(s):

|              |                               |
|--------------|-------------------------------|
| INTERMEDIATE | 6% of monthly base salary; or |
| ADVANCED     | 12% of monthly base salary    |

Employees are eligible to concurrently receive the one-time Educational Incentive Pay benefit while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

#### **48. PROBATIONARY PERIOD**

The probationary period for employees in the following categories shall be as follows:

Newly Hired and Rehired Officers: Employees hired for the first time with the City of Chino or rehired into the position of Police Officer shall serve a minimum probationary period of eighteen (18) months from their official date of hire.

Lateral Hires: Employees hired as lateral transfers from another law enforcement agency, with prior experience in a comparable role, shall serve a probationary period of twelve (12) months from their official date of hire.

The Probationary period may be extended at the discretion of the Chief of Police or designee based on performance evaluations, training requirements, or other relevant factors deemed necessary to assess the employee's competency in the role. The extension of the probationary period may not exceed six (6) months, must be accompanied by a performance evaluation completed within thirty (30) days preceding when the employee's probationary period is due to end. The extension must be filed with the Human Resources department.

#### **49. RANGE QUALIFICATION COMPENSATION**

Effective July 1, 1987, employees required to spend time in shooting qualification, other than during a regularly scheduled work shift, or other times when the employee is being compensated by the City for attendance at a work site, will be provided with a two (2) hour minimum guarantee compensated at one and one-half (1 ½) times the employee's regular base rate of pay. Time spent in shooting qualification beyond the two (2) hour minimum guarantee will be compensated at one and one-half (1 ½) times the employee's regular hourly base rate of pay on an hour-per-hour basis.

#### **50. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS**

- \$2,000 @ hire + \$500 @ completion of probation for Police Recruits (entry level).
- \$4,000 @ hire + \$1,000 @ completion of probation for lateral Police Officers.

To qualify for this incentive, an employee's name must be listed as the referral source on the sworn, new-hire's original employment application and be verified by Human Resources. If more than one employee's name is listed on the application as a referral source, the incentive will be split accordingly.

Note: Any Police Department Personnel who are assigned to the Training/Background Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless contact has been made solely and entirely outside of work hours.

#### **51. REHIRE POLICY**

Effective July 1, 1995, any 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 not later than 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 or her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Effective July 1, 1997, 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. Further, rehired employees will be allowed to participate in the Voluntary Physical Fitness Program.

## **52. RETENTION OF DOCUMENTS**

All written discipline, internal affairs investigations, and citizen complaints, five (5) years or older from the date complaint was received/discovered, will be purged from employees' Personnel Files and other City files. All Job Performance Evaluations will be purged from the employee's Personnel Files and other City files five (5) years after the date of the end of the Job Performance Evaluation Period. This stipulation affects all active employees only; records will not be tracked or purged for inactive/former employees.

## **53. RETIREMENT**

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

- A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation
- B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with final compensation for the purposes of calculating a new member's retirement allowance equal to the new member's highest average PERS compensation for 36 consecutive months of employment

### Member Contribution to PERS

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

- A. 3% at age 50, if hired before October 16, 2011:
  - 1) Employee contribution rate – 9% of reportable compensation
- B. 3% at age 55, if hired on or after October 16, 2011:
  - 1) Employee contribution rate – 9% of reportable compensation
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
  - 1) Employee contribution rate – 13% of reportable compensation (subject to change)

1959 Survivor's Benefit (Level IV) – The City will pay all costs for this benefit.

#### **54. RETIREMENT HEALTH SAVINGS (RHS) PLAN**

A Retirement Health Savings (RHS) Plan is available for employee contributions in accordance with IRS regulations. Employees covered under this bargaining group have elected to establish and contribute to this plan; contributions are as follows:

- All employees covered by this agreement will contribute 1% of base earnings each pay period.
- City will contribute three hundred dollars (\$300) per month beginning January 1, 2023, deposited on a 24-pay period cycle.

Upon separation from the City, a 100% cash out of all qualifying, verified accrued Sick Leave at time of retirement, or a proportion of accrued leave at time of non-retirement separation, will be placed in the employees' Retirement Health Savings Plan. Refer to Sick Leave Buy Back Policy for eligible Sick Leave.

#### **55. 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 collections process against the employee.

##### **C. Underpayments**

In situations involving underpayments 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.

**56. SALARY DIFFERENTIAL**

Effective July 2, 1984, a 7.5% differential between Police Officer and Corporal will be maintained as part of the salary administration plan.

**57. SENIORITY**

Effective Fiscal Year 1976/77, the City and the CPOA agree to use seniority as method of determining shift work schedules and vacation.

For line level personnel (Patrol): Seniority will be determined by hire date with the Chino Police Department.

If two or more employees are at the same rank in the classification of Corporal, the one with more time in that position is the senior.

If two or more employees are promoted to Corporal at the same time, then longevity in the Chino Police Department at the lower-level rank is used to determine seniority.

If two new employees (in any job classification or at any 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.

**58. SEPARATION FROM CITY**

At the discretion and approval of the Chief of Police , employees may be allowed to extend their last day of employment through the use of qualifying leave time for up to one (1) pay period beyond the last day the employee physically reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

For this article, qualifying leave time is defined as vacation, holiday or comp time. Sick leave usage will be allowed under the terms of Article 59 Sick Leave, and those provisions must be followed for any sick leave usage to be allowed under this article.

**59. 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 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 for any sick leave hours used.

#### **60. 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 |
|----------------------------|-----------------|
| 5 years                    | 30%             |
| 10 years                   | 35%             |
| 15 years                   | 40%             |
| 20 or more years           | 45%             |

Effective July 1, 1987, the City will buy back 100% of Sick Leave upon retirement, service or disability, following completion of five (5) years of service with the City of Chino as the final employer.

Effective July 1, 2016, employees are required to deposit 100% of all eligible accrued sick leave, tax-free, in the employee's respective RHS Plan.

For non-retirement separations, the employee will be subject to Sick Leave Buy-Back eligibility requirements as indicated above, and the associated percentage of qualifying accrued sick leave will be deposited into the employee's respective RHS Plan, tax-free, at time of separation.

#### 61. 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<br>Sick Leave<br>Days (10 hours)<br>Earned | B<br>Annual Sick<br>Leave Days<br>(10 hours) Used | C<br>Personal Leave<br>Days (8 hours)<br>Conversion | D<br>Up to 56 hours of Sick<br>Leave in excess of 960<br>hours limit Converted to<br>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 or designated representative approval and may not be carried from one fiscal year to the next. 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.

#### 62. 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.

#### 63. SPECIAL COMPENSATION PAYMENT SCHEDULE

Effective July 1, 1994 employees eligible to receive special compensation benefits, which are a percentage of base pay, such as P.O.S.T. Certificate Pay, Motorcycle Assignment Compensation, etc., will receive compensation paid over the normal twenty six (26) pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over twenty four (24) pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

#### 64. SUPPLEMENTAL CONTRIBUTION FOR RETIREES

Effective July 8, 1998, employees separating from City of Chino employment as a result of a non-disputed disability or service retirement, after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City of Chino service will receive a total monthly supplemental contribution equal to fifteen dollars (\$15.00) each month multiplied by the number of years of service from time of retirement and cease upon the event of the member's death. No benefit will be provided to any beneficiary after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for

disability status. This benefit in its entirety will apply only to those sworn members of this CPOA employed as of June 30, 1998. Thereafter, no future CPOA members will qualify for this benefit at any level whatsoever, Future hires will be provided with no supplemental contribution for retirees.

#### **65. TRAINING OFFICER PAY**

Effective January 1, 2005, employees 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 and one-half (1 ½) hours 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.

#### **66. 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 (1) 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 (1) 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 what the nature of the funds, without the necessity of a judgment 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 Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related 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.

#### **67. 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 an application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources Department/Risk Management 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.

#### **68. UNIFORM CLEANING/CLOTHING ALLOWANCE**

Effective January 1, 2005, employees receive an annual allowance of seven hundred and seventy dollars (\$770). Employees will receive payment for their Cleaning/Clothing Allowance one (1) time per year. This payment will be in a check 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. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually by each employee.

#### **69. VACATION LEAVE**

Maximum accrual of vacation is four hundred (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 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) |

At separation from this Association 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.

Employees will be permitted to use and/or receive compensation for Vacation time in accordance with the provisions set forth in this Memorandum of Understanding and established City policies.

#### **70. VACATION LEAVE CONVERSION**

Employees who have accrued a minimum of one hundred and twenty (120) Vacation hours 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 conversion, half the number of accrued leave hours requested, excluding sick leave, must have been taken as time off. The usage requirement is waived for "activated" military personnel.

#### **71. VEHICLE - CITY**

Certain personnel, at the discretion of the Chief of Police and City Manager, will be provided with a City vehicle while maintaining on-call status. In addition, qualifying officers and corporals assigned to the Detective Bureau may also be provided an assigned take-home vehicle as available.

#### **72. WORK SCHEDULE**

Employees will be assigned to work various schedules based on the operational needs of the Police Department. Work schedules may include but are not limited to: A 4/10, 5/8, or other alternative work schedule as determined by the Chief of Police or designee.

Shift assignments and work schedules will be established in accordance with departmental needs, ensuring adequate coverage and operational efficiency. Any modifications to an employee's schedule will be communicated in advance, following department policies.

#### **73. 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 pursuant to Labor Code Section 4850.

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

Effective December 17, 1997, 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 ten percent (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 of 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 as recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

#### **75. 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 CPOA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

#### **76. MAINTENANCE OF EXISTING BENEFITS**

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by 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 CPOA.

#### **77. IMPLEMENTATION**

The terms of this Memorandum of Understanding have been codified in this document and agreed upon by the President of the CPOA and City Manager of the City of Chino and will only be implemented upon approval by the City Council.

#### **78. NO STRIKE PROVISION**

During the term of this Agreement, the Association, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk-out, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations.

The City retains the right that it may take lawful remedies for the disciplinary action available under its Employer-Employee Relations Section of their Personnel Rules and Regulations and/or any other Department Policies.

**79. TERM OF AGREEMENT**

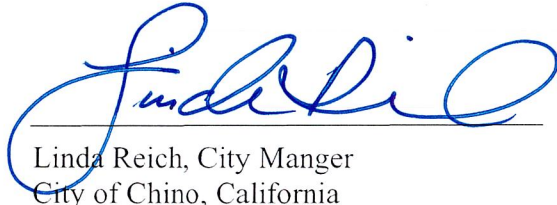
Except where expressly stated otherwise herein, the City and COPA agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Chino Police Officers Association  
Memorandum of Understanding  
July 1, 2025 – June 30, 2027



Alex Wright, President  
Chino Police Officers Association

7-29-25  
Date



Linda Reich, City Manger  
City of Chino, California

7-31-25  
Date



Theresa Doyle, Director of  
Human Resources/Risk Management  
City of Chino, California

7-24-2025  
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.

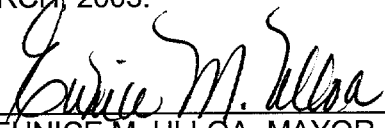
If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

### C. Findings

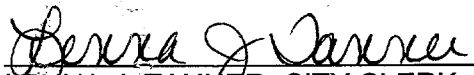
1. If the Hearing is conducted by the City Manager, the City Manager will prepare Written Notice as to whether the Disciplinary Action is:
  - a. Affirmed, or
  - b. Modified, or
  - c. Reversed, or
  - d. Increased
2. The Written Notice will also contain a Notice of Decision and Findings of Fact. Copies 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.

  
EUNICE M. ULLOA, MAYOR  
CITY OF CHINO, CALIFORNIA

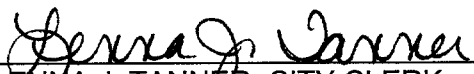
ATTEST:

  
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

orig: Valut  
xc: M. Sakamoto (HR)

## **RESOLUTION NO. 2006-044**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 85-52, PERSONNEL RULES, AND RESCINDING RESOLUTION NO. 98-38 IN ITS ENTIRETY**

**WHEREAS**, the City Council of the City of Chino established Personnel Rules for City employees with the adoption of Resolution No. 85-52; and

**WHEREAS**, a revision to the existing Personnel Rules is required to bring current City policy and procedures with reference to the hiring of relatives, which requires modifying Resolution No. 85-52 and rescinding Resolution No. 98-83 in its entirety.

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

SECTION 8 of RULE IX is amended as follows:

#### **SECTION 8. Nepotism Policy:**

1. "Relative" refers to spouse, child, stepchild, parent, stepparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any other individual related by blood or marriage.
2. "Employment" refers to the relationship between the City and an individual where services are rendered by the individual and compensation for such services are either paid from City funds or from third party grants or monetary sources which are paid to the individual because of his/her rendering of services at the request and direction of the City. This includes those individuals who are paid through contract services.
3. "Marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purposes of this policy. Further, a "spouse" is defined as a partner in marriage.
4. Relatives of the following City employees or officials cannot be employed by the City:
  - a) City Council members
  - b) Board and Commission members (in the same department for which the Board or Commissioner serves)
  - c) City Manager
  - d) Assistant City Manager
  - e) Any employee of the Human Resources Department
  - f) All Other Department Directors (in the same department as "Relative")

- g) Confidential employees (in the same department as "Relative")
  - h) Employees assigned to Payroll
5. The City has determined that a business purpose exists to dictate that the employment of relatives within City departments is prohibited in order to promote supervision, safety, security, morale and efficiency when such employment would result in any of the following:
    - a) a negative impact upon the ability of a supervisor to effectively and efficiently perform his/her duties with a related individual;
    - b) both employees having job duties which results in the performance of shared duties on the same or related work assignments;
    - c) both employees are under jurisdiction of the same immediate supervisor;
    - d) the work involves potential conflicts of interest or other hazards greater for married couples or relatives than for unrelated persons.
  6. The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse or relative where there is a potential for creating adverse impact on supervision, safety, security or morale.
  7. The City retains the right to refuse to place both spouses or other relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.
  8. In order to implement such policies and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be made by the City in order to obtain the best operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative or civil appeal.
  9. In lieu of a transfer from one department to another, or in situations where no classification exists to which a spouse or other relative can be transferred, married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager. However, any such reporting to the same supervisor, being supervised by each other, working the same shift at the same work site or otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale will be avoided.
  10. If continuing employment of the two spouses or other relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains the sole discretion to separate one

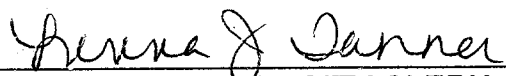
spouse or other relative from City employment. Absent resignation by one affected spouse or other relative, the less senior of the involved spouses or other relative will be subject to termination and it will not constitute discipline or punitive action and will not be subject to any administrative or civil appeal.

11. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after the date of its adoption. This Nepotism Policy will also apply to individuals who become related as defined herein after commencement of employment by one or both individuals.

APPROVED AND ADOPTED THIS 20th day of June, 2006.

  
DENNIS R. YATES, MAYOR

ATTEST:

  
LENNA J. TANNER, CITY CLERK  
CITY OF CHINO

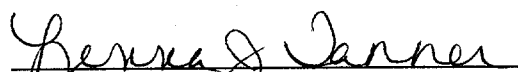
STATE OF CALIFORNIA                     )  
COUNTY OF SAN BERNARDINO        ) ss.  
CITY OF CHINO                         )

I, Lenna J. Tanner, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of June 2006, by the following vote to wit:

AYES:           COUNCIL MEMBERS:           YATES, DUNCAN, ELROD, HAUGHEY, ULLOA

NOES:           COUNCIL MEMBERS:           NONE

ABSENT:        COUNCIL MEMBERS:           NONE

  
LENNA J. TANNER, CITY CLERK

## CHINO POLICE ASSOCIATION

## MEMORANDUM

DATE: November 02, 1996

TO: Geriann Kingslan, Personnel Director

FROM: Jeff Allison, C.P.A. President

SUBJECT: Physical Fitness Program

As stated in our previous conversation, representatives from the Chino Police Association and the Chino Police Management Association met to discuss adjustments to the Voluntary Physical Fitness Program. The current program which allows for a participant to accrue either 10, 20 or 30 hours of compensatory time off does nothing to encourage participation or performance. Additionally, the current program is outdated with its inclusion of bent knee sit-ups which have not been recommended by health professionals for a number of years.

The Associations' proposal allows a participant to accrue anywhere from 1 to 30 hours of compensatory time off based on an individual's performance. The proposed program encourages performance and participation.

The Associations agree with the City in that flexibility is an important part of fitness. Keeping this in mind, we offer the following as pre-qualifiers for taking part in the physical fitness testing. If a participant is unable to perform any of the flexibility tests, he/she will not be permitted to continue with testing.

The following musculo-skeletal flexibility and strength tests were taken from the pre-hire physical required by the City of Chino.

- 1.) FORWARD BENDING- From standing position, a participant can touch his/her toes (gap of up to 6" is acceptable).
- 2.) BACK BENDING- From standing position, a participant can bend at least 20 degrees backwards.
- 3.) SIDE BENDING- From standing position, a participant can touch lateral knee with fingertips on both sides.
- 4.) TRUNK ROTATION- From standing position with hands on waist, a participant can twist to each side. The shoulders will line up as the participants twist.

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- 5.) SITTING REACH- From a sitting position with knees straight, the participant can touch his/her toes.
- 6.) HAMSTRING- From either a sitting or supine position with legs fully extended, the participant can lift each leg straight up at least 70 degrees. (foot bottom should be toward ceiling.)

If a participant successfully completes the pre qualifying flexibility tests, he/she may move on to the physical fitness qualification portion of the test.

#### 1.5 MILE RUN(Females)

|     | AGE | 20-29       | 30-39       | 40-49       | 50-59       | 60+         |
|-----|-----|-------------|-------------|-------------|-------------|-------------|
| CTO |     |             |             |             |             |             |
| 10  |     | 14:00-under | 15:00-under | 16:00-under | 17:00-under | 18:00-under |
| 09  |     | 14:01-14:15 | 15:01-15:15 | 16:01-16:15 | 17:01-17:15 | 18:01-18:15 |
| 08  |     | 14:16-14:30 | 15:16-15:30 | 16:16-16:30 | 17:16-17:30 | 18:16-18:30 |
| 07  |     | 14:31-14:45 | 15:31-15:45 | 16:31-16:45 | 17:31-17:45 | 18:31-18:45 |
| 06  |     | 14:46-15:00 | 15:46-16:00 | 16:46-17:00 | 17:46-18:00 | 18:46-19:00 |
| 05  |     | 15:01-15:15 | 16:01-16:15 | 17:01-17:15 | 18:01-18:15 | 19:01-19:15 |
| 04  |     | 15:16-15:30 | 16:16-16:30 | 17:16-17:30 | 18:16-18:30 | 19:16-19:30 |
| 03  |     | 15:31-15:45 | 16:31-16:45 | 17:31-17:45 | 18:31-18:45 | 19:31-19:45 |
| 02  |     | 15:46-16:00 | 16:46-17:00 | 17:46-18:00 | 18:46-19:00 | 19:46-20:00 |
| 01  |     | 16:01-16:15 | 17:01-17:15 | 18:01-18:15 | 19:01-19:15 | 20:01-20:15 |

#### 1.5 MILE RUN(Males)

|     | AGE | 20-29       | 30-39       | 40-49       | 50-59       | 60+         |
|-----|-----|-------------|-------------|-------------|-------------|-------------|
| CTO |     |             |             |             |             |             |
| 10  |     | 12:00-under | 13:00-under | 14:00-under | 15:00-under | 16:00-under |
| 09  |     | 12:01-12:15 | 13:01-13:15 | 14:01-14:15 | 15:01-15:15 | 16:01-16:15 |
| 08  |     | 12:16-12:30 | 13:16-13:30 | 14:16-14:30 | 15:16-15:30 | 16:16-16:30 |
| 07  |     | 12:31-12:45 | 13:31-13:45 | 14:31-14:45 | 15:31-15:45 | 16:31-16:45 |
| 06  |     | 12:46-13:00 | 13:46-14:00 | 14:46-15:00 | 15:46-16:00 | 16:46-17:00 |
| 05  |     | 13:01-13:15 | 14:01-14:15 | 15:01-15:15 | 16:01-16:15 | 17:01-17:15 |
| 04  |     | 13:16-13:30 | 14:16-14:30 | 15:16-15:30 | 16:16-16:30 | 17:16-17:30 |
| 03  |     | 13:31-13:45 | 14:31-14:45 | 15:31-15:45 | 16:31-16:45 | 17:31-17:45 |
| 02  |     | 13:46-14:00 | 14:46-15:00 | 15:46-16:00 | 16:46-17:00 | 17:46-18:00 |
| 01  |     | 14:01-14:15 | 15:01-15:15 | 16:01-16:15 | 17:01-17:15 | 18:01-18:15 |

#### 3.0 MILE WALK(Females)

|     | AGE 20-29   | 30-39       | 40-49       | 50-59       | 60+         |
|-----|-------------|-------------|-------------|-------------|-------------|
| CTO |             |             |             |             |             |
| 10  | 38:00-under | 40:00-under | 42:00-under | 44:00-under | 46:00-under |
| 09  | 38:01-39:00 | 40:01-41:00 | 42:01-43:00 | 44:01-45:00 | 46:01-47:00 |
| 08  | 39:01-40:00 | 41:01-42:00 | 43:01-44:00 | 45:01-46:00 | 47:01-48:00 |
| 07  | 40:01-41:00 | 42:01-43:00 | 44:01-45:00 | 46:01-47:00 | 48:01-49:00 |
| 06  | 41:01-42:00 | 43:01-44:00 | 45:01-46:00 | 47:01-48:00 | 49:01-50:00 |
| 05  | 42:01-43:00 | 44:01-45:00 | 46:01-47:00 | 48:01-49:00 | 50:01-51:00 |
| 04  | 43:01-44:00 | 45:01-46:00 | 47:01-48:00 | 49:01-50:00 | 51:01-52:00 |
| 03  | 44:01-45:00 | 46:01-47:00 | 48:01-49:00 | 50:01-51:00 | 52:01-53:00 |
| 02  | 45:01-46:00 | 47:01-48:00 | 49:01-50:00 | 51:01-52:00 | 53:01-54:00 |
| 01  | 46:01-47:00 | 48:01-49:00 | 50:01-51:00 | 52:01-53:00 | 54:01-55:00 |

### 3.0 MILE WALK(Males)

|     | AGE 20-29   | 30-39       | 40-49       | 50-59       | 60+         |
|-----|-------------|-------------|-------------|-------------|-------------|
| CTO |             |             |             |             |             |
| 10  | 36:00-under | 39:00-under | 41:00-under | 43:00-under | 45:00-under |
| 09  | 36:01-37:00 | 39:01-40:00 | 41:01-42:00 | 43:01-44:00 | 45:01-46:00 |
| 08  | 37:01-38:00 | 40:01-41:00 | 42:01-43:00 | 44:01-45:00 | 46:01-47:00 |
| 07  | 38:01-39:00 | 41:01-42:00 | 43:01-44:00 | 45:01-46:00 | 47:01-48:00 |
| 06  | 39:01-40:00 | 42:01-43:00 | 44:01-45:00 | 46:01-47:00 | 48:01-49:00 |
| 05  | 40:01-41:00 | 43:01-44:00 | 45:01-46:00 | 47:01-48:00 | 49:01-50:00 |
| 04  | 41:01-42:00 | 44:01-45:00 | 46:01-47:00 | 48:01-49:00 | 50:01-51:00 |
| 03  | 42:01-43:00 | 45:01-46:00 | 47:01-48:00 | 49:01-50:00 | 51:01-52:00 |
| 02  | 43:01-44:00 | 46:01-47:00 | 48:01-49:00 | 50:01-51:00 | 52:01-53:00 |
| 01  | 44:01-45:00 | 47:01-48:00 | 49:01-50:00 | 51:01-52:00 | 53:01-54:00 |

### PUSH-UPS(Females)

|     | AGE 20-29 | 30-39 | 40-49 | 50-59 | 60+ |
|-----|-----------|-------|-------|-------|-----|
| CTO |           |       |       |       |     |
| 10  | 26        | 24    | 22    | 17    | 15  |
| 09  | 25        | 23    | 21    | 16    | 14  |
| 08  | 24        | 22    | 20    | 15    | 13  |
| 07  | 23        | 21    | 19    | 14    | 12  |
| 06  | 22        | 20    | 18    | 13    | 11  |
| 05  | 21        | 19    | 17    | 12    | 10  |
| 04  | 20        | 18    | 16    | 11    | 09  |
| 03  | 19        | 17    | 15    | 10    | 08  |
| 02  | 18        | 16    | 14    | 09    | 07  |
| 01  | 17        | 15    | 13    | 08    | 06  |

# PUSH-UPS(Males)

|     | AGE | 20-29 | 30-39 | 40-49 | 50-59 | 60+ |
|-----|-----|-------|-------|-------|-------|-----|
| CTO |     |       |       |       |       |     |
| 10  |     | 34    | 27    | 21    | 17    | 16  |
| 09  |     | 33    | 26    | 20    | 16    | 15  |
| 08  |     | 32    | 25    | 19    | 15    | 14  |
| 07  |     | 31    | 24    | 18    | 14    | 13  |
| 06  |     | 30    | 23    | 17    | 13    | 12  |
| 05  |     | 29    | 22    | 16    | 12    | 11  |
| 04  |     | 28    | 21    | 15    | 11    | 10  |
| 03  |     | 27    | 20    | 14    | 10    | 09  |
| 02  |     | 26    | 19    | 13    | 09    | 08  |
| 01  |     | 25    | 18    | 12    | 08    | 07  |

# BENT KNEE CRUNCHES(Females)

|     | AGE | 20-29 | 30-39 | 40-49 | 50-59 | 60+ |
|-----|-----|-------|-------|-------|-------|-----|
| CTO |     |       |       |       |       |     |
| 10  |     | 39    | 32    | 28    | 22    | 20  |
| 09  |     | 38    | 31    | 27    | 21    | 19  |
| 08  |     | 37    | 30    | 26    | 20    | 18  |
| 07  |     | 36    | 29    | 25    | 19    | 17  |
| 06  |     | 35    | 28    | 24    | 18    | 16  |
| 05  |     | 34    | 27    | 23    | 17    | 15  |
| 04  |     | 33    | 26    | 22    | 16    | 14  |
| 03  |     | 32    | 25    | 21    | 15    | 13  |
| 02  |     | 31    | 24    | 20    | 14    | 12  |
| 01  |     | 30    | 23    | 19    | 13    | 11  |

# BENT KNEE CRUNCHES(Males)

|     | AGE | 20-29 | 30-39 | 40-49 | 50-59 | 60+ |
|-----|-----|-------|-------|-------|-------|-----|
| CTO |     |       |       |       |       |     |
| 10  |     | 46    | 39    | 35    | 30    | 26  |
| 09  |     | 45    | 38    | 34    | 29    | 25  |
| 08  |     | 44    | 37    | 33    | 28    | 24  |
| 07  |     | 43    | 36    | 32    | 27    | 23  |
| 06  |     | 42    | 35    | 31    | 26    | 22  |
| 05  |     | 41    | 34    | 30    | 25    | 21  |
| 04  |     | 40    | 33    | 29    | 24    | 20  |

|    |    |    |    |    |    |
|----|----|----|----|----|----|
| 03 | 39 | 32 | 28 | 23 | 19 |
| 02 | 38 | 31 | 27 | 22 | 18 |
| 01 | 37 | 30 | 26 | 21 | 17 |