



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

Teamsters Local 1932 Professional, Technical and
Clerical Unit

July 1, 2025 to June 30, 2027

**MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE TEAMSTERS LOCAL 1932
PROFESSIONAL, TECHNICAL AND CLERICAL UNIT
(A RECOGNIZED EMPLOYEE UNION)**

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

- A. The Teamsters Local 1932 Professional, Technical and Clerical Unit, hereinafter referred to as the “Teamsters PTC Unit”, is the recognized employee organization for all regular, full-time Professional, Technical and Clerical employees in the City of Chino, hereinafter referred to as the “City.” These employees are collectively referred to as the “employees.” The current positions of the Teamsters PTC Unit can be found in the current Classification and Compensation Schedule – Non-Management Positions.

| | |
|--|---|
| Accessibility Specialist | Environmental Compliance Technician |
| Accountant | Homeless Outreach Coordinator |
| Accounting Technician | Housing Technician |
| Aging Services Coordinator | Management Aide |
| Asst. Homeless Outreach Coordinator | Permit Technician |
| Assistant Planner | Planning Technician |
| Billing Supervisor | Plans Examiner |
| Broadcast Associate | Police Academy Trainee |
| Broadcast Coordinator | Police Recruit |
| Building Inspector | Project Coordinator |
| Case Manager I/II | Public Works Inspector |
| Code Compliance Inspector I/II | Public Works Lead Inspector |
| Code Compliance Technician | Senior Accountant |
| Community Services, Parks and Recreation Coordinator | Senior Building Inspector |
| Community Services, Parks and Recreation Specialist | Senior Code Compliance Officer |
| Customer Service Representative I/II | Senior Customer Services Representative |
| Engineering Aide | Senior Permit Technician |
| Engineering Technician | Storekeeper |
| | Storekeeper Aide |

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

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

1. ACTING PAY

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

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

See also Special Assignment Section of this MOU.

2. ADDITIONAL DUTY PAY

Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director. The additional duty pay will be restricted to no more than twelve (12) month limit. In extenuating circumstances, the Department Director may request an extension of the additional duty pay past the twelve (12) month limit. This request must be made in writing to the City manager with justification as to why an extension is required. The extension must include the date the additional duty pay will expire and a copy of the signed extension must be attached to the Personnel Action Form (PAF).

3. ASSOCIATION MATTERS/UNION STEWARD RELEASE TIME

A 250 copy per month photocopy account is established for Teamsters PTC Unit business. Copies exceeding 250 per month will be paid to the City by the Teamsters PTC Unit at the current per-copy charge. Association members are provided 24 hours per fiscal year to be used to attend to training or other related business in the interest of the Teamsters PTC Unit, at times authorized by the City and the Teamsters PTC Unit. These hours do not accumulate or carry over from one fiscal year to the next.

The Association is allowed to use City Hall as its corporate headquarters (mailing address and meetings). Permission must be obtained from the City Manager for any Association fund raising activity conducted on City of Chino property.

Two (2) hours per month of release time will be provided to up to four (4) Union Stewards to attend Union meetings. Advance notice of not less than two (2) work days must be provided to the employee's supervisor that time from work is needed to attend Union business.

Teamster Local 1932 shall notify the City's Human Resources/Risk Management Department of the names of the Union Stewards.

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

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

5. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted when new rates become effective December 1st. 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 lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

See also Regular Rate of Pay Section in this MOU.

6. BEREAVEMENT LEAVE

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

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

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member if requested by the Department Head or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

7. BILINGUAL PAY

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

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees’ proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City’s competency examination to be eligible for Bilingual Pay.
- b. Department Director Approval: To be eligible to take the City’s competency examination, an employee must be recommended by their Department Director. Eligibility for the

opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make his/her recommendation based on an assessment of the need for the employee to use bilingual skills on-the-job. If an employee is approved for bilingual pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

- c. Code Compliance Inspectors: Employees employed in this classification as of the date of Council approval of this MOU will receive two hundred and ten dollars (\$210) allowance per month paid over twenty four (24) pay periods for verbal fluency in any language other than English that their Department Director deems necessary, including sign language, based on the conditions as listed above.
- d. If any of the Code Compliance Inspectors that are employed prior to July 1, 2025, transfer into another classification that does not require bilingual skills as determined by the Department Director or promote into another unit, they will no longer receive bilingual pay and/or follow the provision of the MOU for that bargaining unit.
- e. Effective July 1, 2025, any employees hired into the Code Compliance Inspector classification will receive one hundred sixty dollars (\$160) allowance per month paid over twenty four (24) pay periods for verbal fluency in any language other than English that their Department Head deems necessary, including sign language, based on the conditions as listed above.

8. CALL BACK BENEFIT FOR INSPECTORS

Employees in the following classifications: Code Compliance Inspector, Building Inspector and Public Works Inspector who are called back to work during their off-duty hours are paid on an hour-per-hour basis at the rate of one and one-half (1-1/2) times the employee's base rate of pay for actual time worked, with a minimum guarantee of two (2) hours pay.

Time spent in travel in an assigned City vehicle is considered time worked. Work time does not include time spent in traveling to and from the work site unless a City vehicle has been assigned for purposes of responding to Call Back. The cost for this benefit is to be covered in total in fee charges paid by contractors and developers requesting special after-hours and weekend inspections.

Public Works Inspectors Only

Contractors may request weekend, after hours, or emergency inspections from Public Works Inspectors from time to time. For weekends and emergency inspection requests from contractors, the work in the public right-of-way and road closures must be pre-approved by the City Traffic Engineer. Inspectors must be present for the whole duration of the work to inspect traffic control, trench, other construction activities, and document in the Construction Dailies.

Only the CIP project overtime may be banked for Comp Time.

Private Development requests for weekend work must be taken as overtime pay. There is no option for Comp Time.

9. CALL BACK TO WORK

In the event that an employee in the classification of Building Inspector, Public Works Inspector, or Code Compliance Inspector is needed to perform a site inspection outside of regularly scheduled work hours and the employee indicates that he/she is disinterested in performing such work, a qualified management employee will be sought to perform the inspection. If no management employee is available, and a work urgency, business or safety issue necessitates the need for a site inspection outside of regularly scheduled work hours, then the Building Inspector, Public Works Inspectors, or Code Compliance Inspector may be ordered back to perform work as needed.

10. CERTIFICATION PAY

Certification compensation is provided with the approval of the employee's supervisor. To qualify, there must be a requirement/relation to the employee's job classification. Certification compensation will be provided on a fiscal year basis, with submittal of proper documentation by employee to supervisor. Certification compensation will be prorated if an employee receives the certificate in the middle of the fiscal year, transfers to another assignment where such certificate does not apply to the new assignment or terminates employment with the City in the middle of the fiscal year. Compensation may be received for certifications other than those listed below if the certification is required or is deemed desirable by the employee's supervisor. Certification pay shall be established at two hundred dollars (\$200) per fiscal year.

CASp Certification

One (1) employee in the classification of Building Inspector or Senior Building Inspector shall be eligible to receive certification pay for holding a current Certified Access Specialist (CASp) certificate. The pay will be two hundred and fifty dollars (\$250) per month (paid over 24 pay periods) contingent upon the employee maintaining a valid and current CASp certification. This certification pay will be at the discretion of the Department Head based on the operational needs of the City.

11. COMPENSATORY TIME

Employees may accrue a maximum of forty (40) hours of Compensatory Time off. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay with the second paycheck in November of each year at the hourly rate existing at that time. Upon separation from this bargaining unit, accrued Compensatory Time off will be converted to cash at the then existing base hourly rate.

Employees will only be eligible to earn Compensatory Time when working overtime in their regularly assigned assignment. All other overtime earned will be paid.

12. 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. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

13. COST OF LIVING ADJUSTMENT (COLA)

Increases to employees' base wages/salary ranges are as follows:

- ❖ Effective the first full pay period after City Council approval: A three percent (3%) base pay increase shall be applied to the base pay ranges for each represented classification under the Teamsters PTC Unit. An additional fifty one cents per hour (\$0.51) on top of the three percent (3%) base pay increase shall be applied to each represented classification under the Teamsters PTC Unit in the same manner. The fifty one cents (\$0.51) that the Teamsters PTC Unit received over what was provided to other bargaining units for their COLA is based upon and the result of the Teamsters PTC Unit's elimination and/or relinquishment of any right or claim to any City deferred compensation matching benefit.
- ❖ Effective the beginning of the pay period including July 1, 2026: A three percent (3%) base pay increase shall be applied to the base pay ranges for each represented classification under the Teamsters PTC Unit.

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

14. DEATH BENEFIT

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

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using the definition in CalPERS (5 years of CalPERS service and at least age 50), Sick Leave will be paid to the employee's beneficiary(ies) at 100% cashout of the employee's accrued Sick Leave on record.

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

15. DEFERRED COMPENSATION PLAN

A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

“Catch-up” Provision

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

“Catch-up” - Sick Leave

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

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

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

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

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

"Catch-up"– Vacation Leave

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

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

"Catch-up"– Other Leave Banks

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

"Age 50+ Catch-up"

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

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

16. DIRECT DEPOSIT

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

17. DISABILITY

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

18. DISCIPLINARY APPEAL PROCEDURE

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

19. DUES DEDUCTION

Teamsters requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Teamsters, from the wages and salaries of members of Teamsters. Teamsters hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. Teamsters dues shall be deducted each pay period in accordance with City procedures and provisions of applicable law from the salary of each employee whose name is provided by Teamsters. Per Gov't Code section 1157.12, Teamsters shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification. The City shall, as allowed by AB119, provide to the Union every one hundred and twenty (120) days, a list of all employees in the bargaining units with the employees' name, employee identification number, classification title, department, work location, wage rate, home address, personal email addresses, hire date, and personal phone numbers.

The City shall provide for payroll deductions on each payroll period. The City shall remit the total amount of deductions to Teamsters within thirty (30) days of the date of the deduction. Any changes in Teamsters dues must be given to the City a minimum of thirty (30) days prior to the change to accommodate changes to payroll.

20. FLEXIBLE BENEFITS SPENDING PLAN

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

21. FLOATING HOLIDAY TIME

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

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

Except for employees retiring from the City, employees resigning or 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.

22. GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a formal, written allegation by a City employee that the employee has been adversely affected by an existing violation, misinterpretation or misapplication of specific provisions of this Memorandum of Understanding, the City's Personnel Rules and Regulations, and/or any written City Ordinance, Resolution and/or Policy regarding terms and conditions of employment. A grievance shall not include disciplinary appeals, performance evaluations or any other matters where other administrative review methods or procedures are in place.

B. Procedure

1. Informal Resolution

Employees must first attempt to make every effort to resolve grievances informally with their immediate supervisor through an informal meeting with them within fifteen (15) days of the employee becoming aware of the issue or when by reasonable diligence the employee should have known of the issue. A verbal response from the supervisor is due within seven (7) business days after the supervisor's informal meeting with the employee. The immediate supervisor's failure to conduct an informal meeting with the employee within fifteen (15) days of the employee's request for such meeting or of the immediate supervisor's failure to provide a verbal response within seven (7) business days after the informal meeting with the employee shall permit the employee to advance the grievance to the next step in this Grievance Procedure, should they so choose.

2. Department Director

If the employee is dissatisfied with the response of their immediate supervisor after completion of the informal Resolution step in this Grievance Procedure or if there is no timely response, then the employee may file a written grievance with their Department Director within seven (7) days from the date of receiving the response from their immediate supervisor or from the expiration of the time for the immediate supervisor to respond. The written grievance shall contain the following information:

- a. The name of the employee and their job title;
- b. The employee's department/section;
- c. A clear and concise statement of the nature of the grievance including the circumstance, dates, persons involved and any potential witnesses to the alleged violation(s);
- d. The specific provision(s) of the MOU, City Personnel Rules & Regulations and/or City Policy alleged to have been violated;
- e. The employee's requested remedy;
- f. The date and time of the informal meeting between the employee and their immediate supervisor and the supervisor's verbal response to the employee;
- g. The name of the employee's Labor Representative, if any is designated by the employee to represent them; and
- h. The dated signature of the employee and/or their designated Labor Representative.

The Department Director may meet with the employee and/or their labor representative at a mutually acceptable time and location to discuss the grievance and obtain further information to resolve the issue. The Department Director shall render a written response to the grievance to the employee and/or their designated Labor Representative within then (10) business days after receiving the written grievance and/or the meeting the employee, whichever is later. The Department Director's failure to provide a timely written response will permit the employee to advance the grievance process to the next step in this Grievance Procedure.

3. City Manager

If the employee is dissatisfied with the written response of their Department Director or the Department Director fails to provide a timely written response, then the employee may submit the grievance, along with any written response thereto by the Department Director, to the City manager within ten (10) days from the date of the decision by the Department Director.

The City Manager and/or their designee may request to meet with the employee and/or their labor representative at a mutually acceptable time and location to discuss the grievance and obtain further information to assist in resolving the issue. The City Manager and/or their designee will respond in writing to the employee within twenty (20) business days of receiving the grievance submission. The City Manager's or their designee's failure to provide a timely written response will permit the employee to advance the grievance process to the next step in this Grievance Procedure.

Any time deadlines set forth in this Grievance Procedure may be extended by mutual agreement of the parties and/or their representatives that is evidenced and confirmed in writing by both sides. The employee's failure to meet any time deadline for submitting or advancing their grievance shall be deemed both a satisfactory resolution of the grievance and a formal waiver of the grievance and the underlying alleged violations. Any timeframe not specifically designated as business days shall be calendar days.

4. Miscellaneous Provisions

- a. The employee may request the assistance of another person of their own choosing in preparing and presenting their grievance at any level of review. In the event the

employee desires the presence of a representative who is an employee of the City, the employee shall make such request through the representative's supervisor, and that supervisor shall make the necessary arrangements for the employee representative to be present.

- b. The employee and/or their representative may use a reasonable amount of work time, as determined by the appropriate supervisor or Department Head, in presenting the grievance. However, no employee shall absent themselves from their work duties without first being excused by their supervisor.
- c. No employee shall be discouraged from nor required to be represented by an employee organization in processing a grievance. The settlement terms of a grievance, which is processed by an employee individually or by a recognized employee organization, shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.
- d. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
- e. A group grievance may be filed when one set of circumstances or occurrences affects more than one employee in the same manner or to the same extent. The group may file one document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance and are similarly affected. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
- f. A group grievance affecting all employees represented by an employee organization may be brought by the employee organization itself. In such case, the procedure shall be commenced directly at the City manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

5. Personnel Committee

If an employee is dissatisfied with the written response of the City Manager, the employee and/or their designated employee organization may make a request in writing to the City Manager for a hearing with the Personnel Committee within ten (10) days from the date of the decision of the City Manager.

The Personnel Committee shall consist of two (2) members of the City Council, appointed by the Mayor with Council approval. Each member shall serve for a term of two (2) years with no limitation on reappointments or number of terms which may be served. Appointments to the Committee shall be sequenced to ensure that the terms of both of the incumbent committee members do not expire at the same time. For purposes of a grievance hearing, the Mayor shall appoint a third member of the hearing panel who will be an outside party from City employment and will be the tie breaker if needed. The Personnel Committee's decision is the final step in this administrative Grievance Procedure and subject to the provisions of Section 1094.6 of the Code of Civil Procedure.

- a. Duties and Powers of the Personnel Committee
 - i. The Committee shall receive and/or hear appeals on grievances.
 - ii. The Committee shall hold hearings within a reasonable time and hear all information presented by the employee and the City on the matter being grieved.
 - iii. The Committee shall recognize it will act as an official body and no member of the Committee shall take it upon themselves to grant a private or unofficial hearing to any employee or group of employees or to pursue any such course as it might be construed as prejudicial for or against any employee or group of employees.
 - iv. The Committee shall notify the employee through the Director of Human Resources/Risk Management of the time, date, and place of the grievance appeal hearing. The notice may be delivered personally, by telephone, email or by U.S. mail, whichever provides the information to the employee in the most efficient manner.
 - v. The Committee shall provide its decision to the employee within thirty (30) days of the hearing and the decision will be provided through the Director of Human Resources/Risk Management who will send the decision to the employee via email and certified U.S. mail to ensure the employee receives the decision.
- b. Hearing
 - i. The cost of a transcription service, should the employee request one, shall be split equally between the City and the employee and/or union.
 - ii. Hearings will be considered closed to the public unless the employee requests in writing, no later than five (5) calendar days before the hearing, that the hearing will be open.
 - iii. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses nor shall the California Administrative Procedure Act apply in any way. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.
 - iv. The employee grieving the action of the City shall be permitted to make an opening statement and shall have the burden of proving the alleged violations giving rise to the grievance. The standard of proof shall be "preponderance of the evidence," meaning the grievant must demonstrate that their claim is more likely true than not.
 - v. The City shall then be permitted to respond to the grieving employee's opening statement.

- vi. Evidence may then be offered by the grieving employee to support their position, followed by evidence from the City to support its defense(s) thereto.
- vii. The parties may agree on oral closing arguments or written statements.
- viii. The Committee shall determine relevancy, weight, and credibility of testimony and evidence presented in making their decision.
- ix. The Committee's decision shall be final with no right of appeal.

23. HOLIDAYS

The City has designated twelve (12) 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 |

When a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday. To be eligible for an observed holiday, employees must be paid for the regularly scheduled workday before and the day after which immediately follows an observed holiday to receive pay for that holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

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

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

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

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

24. HOLIDAY CLOSURE

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

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

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

25. JURY DUTY

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

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

26. LEAVE APPROVAL

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

27. LIFE INSURANCE

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

28. 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.

29. 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 is not provision 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 curtails or limit such rights.

MEET AND CONFER

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

30. MILEAGE REIMBURSEMENT

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

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Head and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City uses the standard rate established by the Internal Revenue Service (IRS) to calculate reimbursement for mileage.

31. NO STRIKE PROVISION

During the term of this Agreement, the Teamsters PTC Unit, 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 the Personnel Rules and Regulations and/or any other Department policies.

32. OVERTIME

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay unless otherwise specified in this Memorandum of Understanding.

Also see Regular Rate of Pay Section this MOU.

33. RECRUITMENT INCENTIVE

For recommendation resulting in Sworn Officer hire as follows:

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

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

- ❖ \$2,000 @ Hire + \$500 @ time of completion of probation.

34. REGULAR RATE OF PAY

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

- ❖ Acting Pay
- ❖ Additional Duty Pay
- ❖ Unused portions of the Benefit Bank actually received as cash
- ❖ Bilingual Pay
- ❖ Certification Pay
- ❖ Longevity Pay
- ❖ Special Assignments Pay
- ❖ Stand by Pay
- ❖ Work Boots & Work Shoes

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

Also see Overtime Section in this MOU.

35. REHIRE POLICY

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

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. 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.

36. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE

Employees, during City Hall business hours, with advance notice to Human Resources and with release time granted by their supervisor, have the right to have access to and copies of any document in their official personnel files. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written responses to the Human Resources/Risk Management Department. The written response will be filed with the original document.

37. RETIREMENT

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

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

Member Contribution to CalPERS

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

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

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

38. SAFETY INCENTIVE FOR PUBLIC WORKS INSPECTORS

All Public Works Inspectors (PWI), upon completion of safety training, will be eligible for a safety incentive. For any three (3) month period, using the quarters of July – September; October – December; January – March; April – June, that all PWI as a group do not experience any work-related illness or injury, except for that requiring first aid treatment, will qualify the group to receive one-half day off within thirty (30) days after the end of the quarter. Affected employees will receive paid time off equal to five (5) hours. This paid time off will be placed in a leave bank which may be used at a time of the employee's choosing within a one (1) year period. Any hours remaining in this leave bank after a one (1) year period will be removed from the records without further consideration. This leave bank is not eligible to be converted to cash at any time. This incentive is tied to the American Federation of State, County and Municipal Employees (AFSCME). Should any member of AFSCME experience a work-related illness or injury, PWIs will not be eligible for the one-half day off. Injuries that arise out of no-fault by the City employee will not affect this incentive. "No fault" will be determined by the Director of Human Resources/Risk Management after reviewing recommendations from the Deputy Director of Development Services and/or the Public Works Services Manager.

39. SALARY ADJUSTMENTS (Overpayment, 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

1. 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.
2. 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.
3. Extensions to the period for repayment of the overage or an alternative prepayment method may be requested by the employee and are subject to the approval of the director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

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

C. Underpayments

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

40. SCHEDULE

Flexible Time Scheduling

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

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

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

Employees assigned a 4/10 work schedule shall work four (4) consecutive workdays of ten (10) working hours each excluding the meal period, followed by three (3) consecutive days off.

Employees assigned a 9/80 work schedule shall work eight (8) workdays of nine (9) hours each, and one (1) day of eight (8) hours, exclusive of the meal period. The designated workweek shall begin exactly four hours after the start of the 8-hours shift on the day of the week that corresponds with the employee's alternative regular day off.

Employees assigned to a 5/40 work schedule shall work a week of five (5) consecutive workdays of eight (8) hours each within a seven (7) day period and two (2) consecutive days off.

Permanent changes in an employee's regular work schedule shall be communicated in writing to the employee at least ten (10) working days in advance of the implementation of such changes. This provision applies to regular permanent work scheduling and does not apply to situations identified as emergency.

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

41. SEPARATION FROM CITY

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment through the use of 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 Department Director 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, floating holiday, personal or comp time. Sick leave usage will be allowed under the terms of Article 42 Sick Leave, and those provisions must be followed for any sick leave usage to be allowed under this article.

42. 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 90th 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 of any Sick Leave hours for time missed from work.

43. SICK LEAVE HIRING INCENTIVE

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

44. SICK LEAVE BUY-BACK

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

| Completed Years of Service | % of Sick Leave Converted to Compensation |
|----------------------------|---|
| 5 years | 30% |
| 10 years | 35% |
| 15 years | 40% |
| 20 or more years | 45% |

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

45. SICK LEAVE CONVERSION TO PERSONAL LEAVE

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

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

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

46. 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.

47. SPECIAL ASSIGNMENTS

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

An employee will experience no change in compensation if the “Special Assignment” is deemed to be set at a lower pay grade than the employee is currently earning. If an employee is placed in a position at a higher pay grade than the employee is currently earning, this will be deemed to be “Acting Duty” and will be compensated in accordance with the City’s rules regarding “Acting

Duty” status. The period over which “Acting Duty” can be continued will not be limited by the timeline set in the Personnel Rules. An employee on “Special Assignment” will not be placed on probationary status. The length of time to be worked in a “Special Assignment” is undetermined; however, an employee, or their representative, may periodically request a status report as to the anticipated continuation of their “Special Assignment” job.

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

48. STANDBY PAY

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

49. TUITION ADVANCE PROGRAM

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

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

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

50. TUITION REIMBURSEMENT – ENHANCED PROGRAM

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

51. UNIFORMS FOR CODE COMPLIANCE INSPECTORS, BUILDING INSPECTORS, PUBLIC WORKS INSPECTORS, COMMUNITY SERVICES STAFF AND STOREKEEPER

Uniforms will be provided for employees in the position classifications of Code Compliance Inspector, Building Inspector, Public Works Inspector, Community Services Staff and Storekeeper. Employees agree to accept only those uniforms needed and to return any unused uniforms to the City. Refer to Exhibit A for eligibility. Shirts, pants, sweatshirts, jackets and hats shall be returned to the employee’s Department supervisor for replacement as needed.

The City will report to CalPERS the monetary value for providing and maintaining the employee’s required uniforms. The uniform allowance will be derived from the City’s total calendar year costs for providing and maintaining the employees’ uniforms, not to exceed one thousand dollars (\$1,000) per fiscal year per employee, and will be reported on a bi-weekly basis.

A “bulletproof vest” will be provided to Code Compliance Inspectors upon request.

See also Work Boots and Work Shoes.

52. UNION USE OF BULLETIN BOARDS AND EMAIL SYSTEMS

Bulletin Boards:

- A. The City agrees to provide reasonable space on Bulletin Boards for Union notices in the following locations:
 - i. City Hall (upstairs and downstairs)
 - ii. Police Department
 - iii. Public Works (yard)
- B. No City equipment shall be used to reproduce materials posted on the bulletin boards. Union representatives may only remove posting by the Union.
- C. It is understood and agreed that the space provided on the bulletin boards for Union use shall be only for the posting for formal notices of meetings, news bulletins, agendas, and minutes, information concerning Teamsters PTC Unit elections or the results thereof; Teamsters PTC Unit recreational and related social events, and names of representative and offers of the Union. The bulletin boards shall not be used for posting or distributing literature concerning candidates for public office.
- D. All materials posted by Teamsters PTC Unit shall be identified as Union material or must be signed by a Union representative whose name is on file with the Human Resources/Risk Management prior to posing for informational purposes only.

Use of Email:

- A. Teamsters PTC Unit is permitted to use the City's email system for the following purposes:
 - i. Communicating with union members regarding meetings, events, elections, and other union activities.
 - ii. Distributing information related to collective bargaining, grievance processes, and other union-related matters.
 - iii. Announcements related to workplace issues or concerns.
- B. All union-related emails must comply with the City's policies governing acceptable use of electronic communication systems.
- C. Union use of the email system must not:
 - i. Interfere with the efficient operation of the City's email system of workplace productivity.
 - ii. Include content that is political, harassing, discriminatory, or otherwise prohibited by City of Chino's policies or applicable laws.
 - iii. Used for solicitation unrelated to the union's representational activities or for person gain.

53. 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 Conversion. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

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

54. VACATION LEAVE BUY BACK

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

55. VACATION LEAVE CONVERSION

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

56. WORK BOOTS AND WORK SHOES

Eligible employees (Public Works Inspectors, Building Inspectors, Environmental Compliance Technicians, Code Compliance Inspectors, and Storekeepers) will receive a three hundred dollar (\$300) allowance in their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes. This compensation is not reportable to PERS as special compensation.

57. WORKERS' COMPENSATION PROGRAM

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

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

period beyond fourteen (14) calendar days the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days' salary is paid by the City through the Workers' Compensation program.

58. WORKERS' COMPENSATION PREMIUM PAYMENT

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

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

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

59. SAVINGS CLAUSE

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

60. MAINTENANCE OF EXISTING BENEFITS

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

61. IMPLEMENTATION

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

62. TERM OF AGREEMENT

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

Memorandum of Understanding
Teamsters PTC Unit July 1, 2025 - June 30, 2027

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

Signatures on following page.

Memorandum of Understanding
Teamsters PTC Unit July 1, 2025 - June 30, 2027

Andrew Coleman, Labor Relations Representative
Teamsters Local 1932
Professional, Technical and Clerical Unit

Date

Linda Reich, City Manager
City of Chino

Date

Jorge Cruz, Employee Representative
Teamsters Local 1932
Professional, Technical and Clerical Unit

Date

Theresa Doyle
Director of Human Resources/
Risk Management

Date

EXHIBIT A - UNIFORMS FOR NON-SERVICES EMPLOYEES (TEAMSTERS)

| | Public Works Inspector | Building Inspector | Code Compliance Inspector | Storekeeper & Storekeeper Aide | Community Services Staff |
|---|---|---|--|---|--|
| Required Uniforms | Combination of up to 5 shirts; combination of up to 5 pants/shorts (flat front pants, flat front shorts, uniform long pants, or uniform shorts); 1 hat; 1 sweatshirt; 1 jacket. | Combination of up to 5 shirts; combination of up to 5 pants/shorts (flat front pants, flat front shorts, uniform long pants, or uniform shorts); 1 hat; 1 sweatshirt; 1 jacket. | Combination of up to 5 shirts; combination of up to 5 pants/shorts; 1 hat; 1 jacket. | Combination of up to 5 shirts; combination of up to 5 pants/shorts; 1 sweatshirt; 1 jacket. | 1-2 Camp T-shirts as needed; 1 jacket and 1 hat as determined by the department. Employee to provide own pants and/or walking length shorts in khaki for special events. |
| Polo Shirts Color to be determined by department. | Up to 5 (combined) | Up to 5 (combined) | N/A | Up to 5 (combined) | 1-2 as needed |
| Long Sleeve Button Down Shirts Color to be determined by department. | Up to 5 (combined) | Up to 5 (combined) | N/A | N/A | N/A |
| Short Sleeve Button Down Shirts Color to be determined by department. | Up to 5 (combined) | Up to 5 (combined) | N/A | N/A | N/A |
| Pants/Shorts | Up to 5 (combined) | Up to 5 (combined) | N/A | Up to 5 (combined) | N/A |
| Hats Approved hats include straw for summer, navy blue or tan (regular bill), navy blue (large bill), or wide brim cloth hats. Embroidery to identify employee's department, division or "Team Chino" for Community Services staff. | 1 as needed | 1 as needed | 1 as needed | 1 as needed | 1 as needed |
| Jackets Type of jacket will be based on employee's department and duties. Embroidery to include City logo on left sleeve or patch as determined by department on right sleeve. | 1 | 1 | 1 | 1 | 1 as needed |
| Sweatshirt Color to be determined by department. | 1 | 1 | N/A | 1 | N/A |
| Poly Uniform Shirts | N/A | N/A | Up to 5 (combined) | N/A | N/A |
| Black Poly Pants | N/A | N/A | Up to 5 (combined) | N/A | N/A |
| Uniform Dress Belt | N/A | N/A | 1 | N/A | N/A |
| Camp T-Shirt | N/A | N/A | N/A | N/A | 1-2 as needed |

1. Staff will try on samples each year before an order is placed for proper fit.
2. All Departments will notify HR as changes occur to uniforms based on work-related considerations. HR will update list and notify other departments of changes.