



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO POLICE PROFESSIONAL
EMPLOYEES ASSOCIATION

July 1, 2025 to June 30, 2027

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

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

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

- A. The Chino Police Professional Employees Association, hereinafter referred to as “CPPEA”, is the recognized employee organization for all regular, non-sworn, full-time Chino Police employees in the City of Chino, hereinafter referred to as the “City”. These employees are collectively referred to as the “employees”. The current positions of CPPEA can be found in the current Classification and Compensation Schedule – Non-Management Positions.

Administrative Assistant
Crime Analyst
Crime Prevention & Community Outreach Specialist
Management Assistant
Police Records & Evidence Coordinator
Police Records Technician
Police Service Officer I/II
Police Training Coordinator
Property & Evidence Technician
Public Safety Dispatcher I/II

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

THEREFORE, the City and the CPPEA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 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 after an employee has worked in a higher classification for twenty (20) consecutive work days or 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 Step

“A” 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.

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 Chief of Police. The additional duty pay will be restricted to no more than twelve (12) month limit. In extenuating circumstances, the Chief of Police 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

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

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 thirty (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 annually when new rates become effective on 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 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.

See also Regular Rate of Pay Section of this MOU.

6. 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, 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 Chief of Police 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 two hundred and forty dollars (\$240) per month (paid over 24 pay periods) for verbal fluency is provided to employees if they demonstrate their conversational skill in any language other than English the Chief of Police deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be developed and 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. Chief of Police Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Chief of Police. Eligibility for the opportunity to test for bilingual pay is solely at the Chief of Police's discretion and is not subject to administrative appeal or challenge. The Chief of Police will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. In the event that an employee is approved for bilingual pay, then later changes assignment, classification, job duties, or is transferred or promoted, in any manner, a determination may be made by the Chief of Police 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.

8. BREAKS AND LUNCH

This article applies to the following classifications only:

- ❖ Public Safety Dispatchers I/ II
- ❖ Crime Analysts
- ❖ Police Service Officers I/II

These classifications will be provided with a 45 minute paid meal period within a 10-12 hour shift.

Employees working overtime between five (5) and seven (7) consecutive hours shall receive a 20-minute paid break time. Employees working overtime shifts of seven (7) consecutive hours or more shall be entitled to receive one (1) 45-minute meal period.

During each of these paid meal breaks, employees will remain on an on-call status.

9. CALL BACK PAY

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

10. COMPENSATORY TIME

Administrative Assistant, Management Assistant, and Police Training Coordinator

Employees may accrue a maximum of 40 hours of Compensatory Time off, with the exception noted below. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay at the hourly rate existing at the time of distribution. Compensatory Time converted will be paid with the second paycheck in November of each year. Upon separation from employment, accrued Compensatory Time off will be converted to cash at the then existing base hourly rate.

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

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

11. 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.

12. COST OF LIVING ADJUSTMENT

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

- ❖ Effective the first pay period after ratification of the CPPEA Unit and approval by the City Council: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

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.

13. COURT APPEARANCE COMPENSATION

Employees who are subpoenaed to appear in court during their off-duty hours are compensated at one and one-half (1-½) times their hourly rate of pay with a 2-hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), 2-hour minimum guarantees. Time spent during all courtroom recesses, including court lunch recesses will be considered time worked for purposes of computing compensation. Hours spent in court beyond the two (2), 2-hour guarantees will be compensated on an hour-per-hour basis with the 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.

14. COURT STAND-BY COMPENSATION

Off duty personnel who are placed on stand-by for a possible court appearance will be paid at their straight time rate for two (2) hours per day.

15. COURT TRAVEL

Employees who are subpoenaed to and appear in a court outside the local area (the local area being defined as Pomona and Rancho Cucamonga) during off duty hours will be paid, at a straight time rate, compensatory time off for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

16. DEATH BENEFIT

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

In the event of an employee's death, their beneficiary(ies) 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, then Sick Leave Time will be paid to the employees' beneficiary(ies) at 100% cash out of the 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.

17. DEFERRED COMPENSATION PLAN

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

City Contribution

Employees will receive a one hundred dollar (\$100) per month City match to their Deferred Compensation Plan provided the employee contributes one hundred dollars (\$100) per month to their City Deferred Compensation account. If the employee does not contribute to the Deferred Compensation account each month, they will not be eligible for the City match.

“Catch-up” Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 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 Leave, 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 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 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 Leave) 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 Time and/or accrued Vacation Leave to contribute this additional amount.

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

18. DIRECT DEPOSIT

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

19. 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, with a provision to continue regular benefits and benefit accruals. 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. The entire benefit period will not exceed five (5) years.

20. DISCIPLINARY APPEAL PROCEDURE

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

21. EMOTIONAL SUPPORT CANINE HANDLER

Provide handler for emotional support canine, four (4) work hours per week for the dedicated care and maintenance of canine.

Whenever a canine is retired from active duty, the canine handler last having the canine shall have the option to purchase the canine pursuant to the applicable canine policy and purchasing agreement.

22. FLEXIBLE BENEFITS SPENDING PLAN

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

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

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

24. HIRING INCENTIVE

Per Resolution No. 2022-40, the City will pay new-hire lateral Dispatchers (non-entry level) an incentive of \$5,000 upon hire, and an additional \$5,000 upon successfully passing the probation period.

25. 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

- a) Pertaining to Administrative Assistant, Management Assistant, and Police Training Coordinator – 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 which immediately follows the observed holiday to receive pay for that holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

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

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

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

- i. Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime hours.
 - ii. Be paid holiday hours at straight time and be paid hours worked at overtime rate.
- b) Pertaining to all positions other than those listed in paragraph (a) herein – Employees are credited with one hundred and fifty five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. Employees have the option of converting Holiday Time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated time off must be utilized during the fiscal year, and

there will be no option to carry unused accumulated holiday time from one fiscal year to another. Employees who have unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Employees may receive payment for holidays in one lump sum, in a check separate from their regular payroll check, upon written request to the City's Finance Department, at any time throughout the year. Requests submitted with time sheets will be paid with the next regular payroll check distribution. Holiday pay will be calculated at the pay rate at the time of cash out.

Special compensation will be reported according to PERS requirements and guidelines.

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

26. HOLIDAY CLOSURE

Pertaining to Administrative Assistant, Management Assistant, and Police Training Coordinator:
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 Chief of Police.

27. 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.

28. LEAVE APPROVAL

Employees are guaranteed to receive approval from supervisor(s) for paid leave of not less than eighty (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.

29. LIFE INSURANCE

Employees are provided with \$100,000 in life insurance coverage.

See also Death Benefit Section of this MOU.

30. 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.

31. 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 curtail or limit such rights.

MEET AND CONFER

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

32. 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 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 current vehicle coverage has been provided.

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

33. ON-CALL PAY

Employees who are released from active duty but are required to leave notice where they can be reached shall be defined as assigned to on-call duty. On-call duty requires employees assigned to respond to within a reasonable period. The Chief of Police may establish what constitutes reasonable response times based on the nature of incident.

In order to assure a reasonable response time, employees on-call are required to either carry a City-provided communication device or provide their supervisor with a telephone number where they can be reached while on-call duty.

The Chief of Police shall identify positions within the Department that require employees to be on-call and are eligible for on-call duty pay.

Employees placed on-call will be guaranteed two (2) hours straight time pay for each day of the week, including weekends and holidays. The employee may elect to have this in pay or Compensatory Time off.

34. 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 (1-½) times the employee's base rate of pay unless otherwise specified in this Memorandum of Understanding.

See also Regular Rate of Pay Section of this MOU.

35. OVERTIME COMPENSATION

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

See also Regular Rate of Pay Section of this MOU.

36. PRISONER TRANSPORTATION PAY

See Special Assignment Pay section of this MOU.

37. RECRUITMENT INCENTIVE

For recommendation resulting in Sworn Officer hire as follows:

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

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

- ❖ \$2,000 at hire + \$500 at time of completion of probation.

38. 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
- ❖ Longevity Pay
- ❖ Special Assignment/Pay
- ❖ Standby Pay
- ❖ Training Pay
- ❖ Uniform Cleaning Allowance

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

See also Overtime and Overtime Compensation Sections in this MOU.

39. 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.

40. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE

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

41. RETIREMENT

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

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

Member Contribution to PERS

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

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

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

42. 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

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

1. 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

1. 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.

Public Safety Dispatcher – will receive a one-time adjustment to current base salary range in order to place this classification in line with the number three (3) position among the salary survey cities.

43. SCHEDULE

A. WORK SCHEDULES

The Chief of Police shall establish work schedules and hours as may be necessary for the efficient and operational needs of the Department or the service needs of the community.

B. CHANGING OF DAYS OFF FOR TRAINING PURPOSES:

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

C. EMERGENCY SCHEDULE:

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

D. FLEXIBLE TIME SCHEDULING:

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

44. SENIORITY

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

Seniority will be determined by hire date with Chino Police Department. If two (2) new personnel (any job class or rank) are hired at the same time, at the same step, for the same position, then

City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

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

45. 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, floating holiday, personal or comp time. Sick leave usage will be allowed under the terms of Article 46 Sick Leave, and those provisions must be followed for any sick leave usage to be allowed under this article.

46. 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 up to a maximum accrual of one thousand eighty (1,080) hours.

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

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

47. 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 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.

48. 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.

49. 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 approval from the Chief of Police and may not be carried from one fiscal year to another. Personal Leave that is not used will be credited to Sick Leave at the end of the fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

50. SICK LEAVE PROGRAM

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

51. SPECIAL ASSIGNMENTS

Employees will be subject to mandatory transfers into "Special Assignments" to meet the operational needs of the City. Training will be provided, as needed, to assist in the transition of

acquiring new duties and responsibilities. If an employee has a specific concern relative to the “Special Assignment” 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 “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.

52. SPECIAL ASSIGNMENT PAY

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

53. STANDBY PAY

Two (2) hours for each day of the week, including weekends and holidays, will be paid at straight time, in pay or Compensatory Time off at the employee’s option, to employees required to be on Standby duty as authorized by the Chief of Police or a designated representative.

54. TRAINING PAY

Employees holding the position classification of Crime Analyst, Crime Prevention & Community Outreach Specialist, Police Records Technician, Police Records & Evidence Coordinator, Police Service Officer I/II, Property & Evidence Technician, and Public Safety Dispatcher I/II who are formally designated to act as a Training Officer, actually supervising a trainee, and doing so for no less than 50% of the Training Officer’s regularly scheduled shift, will earn one and 1/2 (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.

55. 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 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.

56. 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 Department/Risk Management 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.

57. UNIFORM CLEANING ALLOWANCE

Employees in the following classifications: Crime Prevention & Community Outreach Specialist, Crime Analyst, Police Records Technician, Police Records & Evidence Coordinator, Police Service Officer I/II, Property & Evidence Technician, and Public Safety Dispatcher I/II will be provided with a uniform cleaning allowance of seven hundred and seventy dollars (\$770) per year. Effective August 1, 2025, the City agrees to pay the uniform cleaning allowance of thirty-two dollars and eight cents (\$32.08) per 24 pay periods.

For PERS Classic employees, the City shall report to CalPERS the monetary value of uniforms in the amount of thirty-two dollars and eight cents (\$32.08) per 24 pay periods. If assignment is made to a non-uniformed unit the employee will no longer eligible to receive the uniform cleaning allowance and the Department will immediately notify Human Resources/Risk Management Department by processing a Personnel Action Form (PAF) to cease payment of the uniform cleaning allowance.

58. VACATION LEAVE

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

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

59. 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.

60. 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. Usage requirement waived for "activated" military personnel.

61. 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 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.

62. WORKERS' COMPENSATION PREMIUM PAYMENT

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

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

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

63. 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 CPPEA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

64. 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 CPPEA or determined by law and/or by a court of competent jurisdiction to be unlawful.

65. 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.

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

66. TERM OF AGREEMENT

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

Signatures on following page.

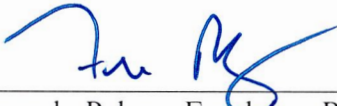
Memorandum of Understanding
CPPEA July 1, 2025 – June 30, 2027



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

7-30-25

Date



Fernando Pelaez, Employee Representative
Chino Police Professional Employees
Association (CPPEA)

7-31-25

Date



Linda Reich, City Manager
City of Chino

7-31-25

Date



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

7-24-2025

Date