

**AMENDMENT NO. 2 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND
THE CHINO POLICE OFFICERS ASSOCIATION (CPOA)
(A RECOGNIZED EMPLOYEE ASSOCIATION)
July 1, 2021 – June 30, 2025**

This Amendment No. 2 to the Memorandum of Understanding Between Representatives of the City of Chino and the Chino Police Officers Association covering the period July 1, 2021, through June 30, 2025, is entered into by and between the City of Chino (“City”) and the Chino Police Officers Association (“CPOA”) (“CPOA MOU 2021-2025”).

R E C I T A L S:

WHEREAS, the CPOA is the recognized employee organization for all regular, full-time non-management sworn Police Department employees in the City, which employees are collectively referred to as “employees” and consist of the classifications of Corporal and Police Officer; and

WHEREAS, in the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the CPOA have met and conferred in good faith, exchanging various proposals concerning changes to wages, hours, and other terms and conditions of employment of the employees which are within the scope of bargaining for represented employees in the CPOA and which are to be a part of the CPOA MOU 2021-2025 as reflected herein; and

WHEREAS, The authorized representatives of the City and CPOA have reached a mutual agreement on changes to the CPOA MOU 2021-2025 regarding wages, hours, and other terms and conditions of employment of the employees as reflected herein; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 2 to the CPOA MOU 2021-2025, the parties hereto agree as follows:

The following updates and/or amendments are made to the current/existing language in the CPOA MOU and where there is duplicative language or provisions this Amendment No. 2 language supersedes and governs.

BENEFIT BANK:

Replace:

- *Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. Benefit bank change will become effective December 1, 2023. The Benefit Bank amount will be adjusted when new rates become effective December 1, 2024. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.*

COST OF LIVING ADJUSTMENT (COLA):

Update:

Increase to employee's base salary and salary ranges will be as follows:

- *Effective the beginning of the pay period including July 1, 2023: 4%*

COMPENSATION TIME OFF:

Replace:

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

COMPUTER LOAN PROGRAM:

Add:

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

DISCIPLINARY APPEAL PROCEDURE CHANGE:

Update:

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

HOLIDAYS:

Update:

The City has designated 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

HOLIDAY PAY:

Update:

Employees are credited, in July of each year, with 120 hours of holiday time and 35 hours of floating holidays. Employees, regardless of assignment, will have the option of converting said holiday time to cash or to accumulated time off. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to the next. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

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

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

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

LONGEVITY PAY:

Add:

- *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.*

Employees will receive a one-time payment upon adoption of this Memorandum of Understanding if having already reached one of the anniversaries above. For example, if an employee has worked for the City for 26 years, employee would receive a one-time payment of \$2,000. Upon reaching their 30 year anniversary, employee would receive Longevity Pay of \$2,500.

TUITION REIMBURSEMENT:

Remove and replace with Tuition Advance Program

TUITION ADVANCE PROGRAM:

Add:

- *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 \$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 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 60 calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional 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 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.

TUITION REIMBURSEMENT – ENHANCED PROGRAM:

Add:

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

NEGOTIATION REOPENER:

- A) Effective with the pay period that includes July 1, 2024 – June 30, 2025. A Total Compensation Survey will be conducted in August, 2024 using the same criteria used in the Total Compensation Survey conducted in 2022. Any adjustments necessary to retain sworn classifications at number 3 rank among the survey cities, with the exception of the Benefit Bank will be made retroactive to the pay period that includes July 1, 2024. When the premium rates are received for the 2024 calendar year, the new rates will be used to determine the total compensation ranking of sworn personnel among the survey cities and any updates to the amount of the Benefit Bank will become effective in December, 2024, when the new year's premium rates are implemented.
- B) SAVINGS CLAUSE - Should any clause in this Memorandum of Understanding be held invalid by a court of competent jurisdiction, then only that clause will be stricken, and the remainder of the Memorandum of Understanding will be in full force and effect. The City and the CPOA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

Except as expressly provided for in this Amendment No. 2 to the CPOA MOU 2021-2025, all other provisions of the CPOA MOU 2021-2025 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 2 to the CPOA MOU 2021-2025 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

Justin Bunch, President
Chino Police Officers Association

Date

Linda Reich, City Manager
City of Chino, California

Date

Gerriann Kingslan, Director of
Human Resources/Risk Management
City of Chino, California

Chino Police Officers Association
Amendment to Memorandum of Understanding
July 1, 2021 – June 30, 2025

Date