

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

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

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

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

**Corporal  
Police Officer**

- B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the CPOA have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in the CPOA.
- C. The authorized representatives of the City and CPOA have reached a mutual agreement on wages, hours, and other terms and conditions of employment of the employees.

THEREFORE, the City and the CPOA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027.

**1. ACTING PAY**

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

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

**2. ASSOCIATION HOURS FOR CPOA**

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

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

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

The City amends its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources/Risk Management no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- a) The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.
- b) The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
- c) Proof that the incumbent recognized employee organization no longer represents more than fifty percent (50%) of the employees in the represented unit, and any other relevant and material facts, including verification that more than fifty percent (50%) of the represented unit no longer desire to be represented by the recognized employee organization.

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

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

### **4. BENEFIT BANK**

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage.

The benefit bank amount will be adjusted annually when new rates become effective December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

**5. BEREAVEMENT LEAVE**

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

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

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

**6. BILINGUAL PAY**

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

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

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

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

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

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

Effective July 1, 1998, employees will be provided with a twenty (20)-minute paid break time during any period of overtime worked in which between a minimum of five (5) consecutive hours and up to a maximum of seven (7) consecutive hours are worked. Any employee working an overtime shift of seven (7) consecutive hours or more is entitled to receive one forty five (45)-minute paid lunch break. During each of these paid leave times the employee will remain on an on-call status.

## **8. CALL BACK PAY**

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

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

## **9. CANINE HANDLERS**

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

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

Canine training will occur on duty as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Definition of Total Compensation**

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

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

Minus the employee-paid PERS PEPRRA contribution rate

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

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

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

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

### **17. COURT TRAVEL TIME**

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

### **18. DEATH BENEFIT**

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

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

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

### **19. DEFERRED COMPENSATION**

A deferred compensation plan, 457(b) and/or 401(a), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

#### **City Contribution**

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

#### **"Catch-up" Provision**

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

retirement date, have "457 catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

**“Catch-up” - Sick Leave**

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

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

To participate, the employee will select the amount of sick leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee’s Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

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

“Catch-up” hours advanced will be added back to the employee’s Sick Leave bank for the sick leave program calculation.

**“Catch-up”– Vacation Leave**

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

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

**“Age 50+ Catch-up”**

In the calendar year you attain age 50 (or older), you may contribute an additional amount over the normal maximum contribution limit per the IRS. The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year.

Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

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

## **20. DIRECT DEPOSIT**

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

## **21. DISABILITY**

Effective July 1, 2019, the City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed two (2) years.

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

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

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

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee will be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The supervisor will have ten (10) workdays from the date of the administrative appeal to respond to the employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within ten (10) workdays of the supervisor's response to the employee's appeal, or ten (10) workdays after the time for the

supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee’s appeal may be made verbally or in writing. The Chief of Police will have ten (10) workdays to respond to the employee. If the Chief of Police does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain unchanged.

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

**23. DISCIPLINARY APPEAL PROCEDURE CHANGE**

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

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

**24. EDUCATIONAL INCENTIVE PROGRAM**

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

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

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

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

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

**25. EMERGENCY SCHEDULE**

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

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

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

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

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

### **Activation of Emergency Plan**

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

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

## **26. EQUIPMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **31. HAZARD COMPENSATION**

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

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

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

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

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

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

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

### **32. HOLIDAYS**

The City has designated twelve (12) 10 ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

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

### **33. HOLIDAY PAY**

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

Holiday time converted to cash pursuant to exercise of this option will be compensated at straight time. Employees may receive payment for holidays in one lump sum, in a payroll check deposit separate from their regular payroll check, upon written request to the City's Finance Department/Payroll, at any time throughout the year. Requests submitted with time sheets will be paid with the next regular payroll check distribution. Holiday pay will be calculated at the pay rate at the time of cash out. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

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

### **34. INCENTIVE PAY**

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

Source: Resolution No. 2020-007

### **35. INVESTIGATION PROCESS**

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

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

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

### **37. JURY DUTY**

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

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

### **38. LIFE INSURANCE**

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

### **39. LONGEVITY PAY**

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

- ❖ 10 years of service - \$500 paid in a lump sum at time of anniversary.
- ❖ 15 years of service - \$1,000 paid in a lump sum at time of anniversary.
- ❖ 20 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$2,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$2,500 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$3,000 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$3,500 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$4,000 paid in a lump sum at time of anniversary.

### **40. MANAGEMENT RIGHTS**

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

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

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

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

### **Meet and Confer Obligation**

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

### **41. MILEAGE REIMBURSEMENT**

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

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

### **42. NEPOTISM POLICY**

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

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

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

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

#### **44. OVERTIME**

Overtime for employees will be broken into three sections:

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

Overtime earned shall be calculated based on the following:

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

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

Effective July 1, 1987, employees who work beyond sixteen (16) consecutive hours within a 24-hour period will be compensated at two (2) times the employee's regular base rate of pay commencing on the 17<sup>th</sup> consecutive hour of work.

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

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

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

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

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

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

Dated:

\_\_\_\_\_  
Signature of Employee”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective July 1, 1995, any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired not later than 6 months after the effective date of resignation and then employed in his or her former classification or in a position within the classification series held at the time of resignation and in a comparable or lower

rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired, will have his or her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Effective July 1, 1997, employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated. Further, rehired employees will be allowed to participate in the Voluntary Physical Fitness Program.

## **52. RETENTION OF DOCUMENTS**

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

## **53. RETIREMENT**

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

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

### Member Contribution to PERS

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

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

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

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

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

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

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

#### **55. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments)**

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

##### **A. Overpayments**

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

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

##### **B. Recovery**

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

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

In situations involving underpayments to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made,

following timely submission of appropriate documentation and necessary approval of the compensation change.

**56. SALARY DIFFERENTIAL**

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

**57. SENIORITY**

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

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

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

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

If two new employees (in any job classification or at any rank) are hired at the same time, at the same step, for the same position, then City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

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

**58. SEPARATION FROM CITY**

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

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

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

**59. SICK LEAVE**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of sick leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous

full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of sick leave per month to a maximum accrual of one thousand eighty (1,080) hours.

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

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor’s note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours used.

**60. SICK LEAVE BUY-BACK**

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

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

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

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

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

**61. SICK LEAVE CONVERSION TO PERSONAL LEAVE**

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

A 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 or designated representative approval and may not be carried from one fiscal year to the next. Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

**62. SICK LEAVE PROGRAM**

Employees having in excess of nine hundred and sixty (960) hours of accumulated sick leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

**63. SPECIAL COMPENSATION PAYMENT SCHEDULE**

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

**64. SUPPLEMENTAL CONTRIBUTION FOR RETIREES**

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

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

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

Effective January 1, 2005, employees who are formally designated to act as a Training Officer, actually supervising a trainee, and doing so for no less than 50% of the Training Officer's regularly scheduled shift, will earn one and one-half (1 ½) hours of pay for each shift served as a Training Officer. This pay will have no limiting effect on the receipt of overtime by the training employee when overtime is authorized by the supervisor.

#### **66. TUITION ADVANCE PROGRAM**

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

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee what the nature of the funds, without the necessity of a judgment being mandated on behalf of the City.

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

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

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

#### **67. TUITION REIMBURSEMENT – ENHANCED PROGRAM**

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

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

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

Effective January 1, 2005, employees receive an annual allowance of seven hundred and seventy dollars (\$770). Employees will receive payment for their Cleaning/Clothing Allowance one (1) time per year. This payment will be in a check separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

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

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

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

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

At separation from this Association or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee’s existing base rate of pay.

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

**70. VACATION LEAVE CONVERSION**

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

**71. VEHICLE - CITY**

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

**72. WORK SCHEDULE**

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

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

**73. WORKERS’ COMPENSATION PROGRAM**

Whenever an employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of his/her duties, the employee will be compensated pursuant to Labor Code Section 4850.

**74. WORKERS’ COMPENSATION PREMIUM PAYMENT**

Effective December 17, 1997, in the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

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

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

#### **75. SAVINGS CLAUSE**

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

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

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both the City and the CPOA.

#### **77. IMPLEMENTATION**

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

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

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

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

**79. TERM OF AGREEMENT**

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

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

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Alex Wright, President  
Chino Police Officers Association

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Linda Reich, City Manger  
City of Chino, California

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Date

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Date

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

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Date

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

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

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

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

**Lieutenant  
Sergeant**

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

THEREFORE, the City and the CPMA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027.

**1. ACTING PAY**

Acting Pay may be provided to employees who are formally assigned the duties of a higher-level class for an extended period, anticipated to be in excess of at least two (2) weeks. Such assignment will be confirmed by the processing of a Personnel Action Form by the Chief of Police or designee. Acting Pay will be granted as a percentage increase to the employees existing base salary only. The percentage increase will be five percent (5%) or equal to the entry level salary of the higher level class for which the employee is performing duties. At no time will the percentage increase exceed the maximum salary at the top of the range of said class.

**2. ASSOCIATION BOARD HOURS**

Association members are provided forty (40) paid hours per fiscal year to attend training or other related workshops for CPMA business, as authorized by the City. These hours will not be accumulated or carried from one fiscal year to the next.

### **3. 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 from family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective on December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

#### New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

#### Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

### **4. BEREAVEMENT LEAVE**

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

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

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

An additional three (3) days (30 hours) may be utilized in conjunction with bereavement, charged against accrued Sick Leave. Employees will not be required to submit a physician's note excusing the absence when Sick Leave usage is requested.

## **5. BILINGUAL PAY**

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

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

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

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

## **6. 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.

## **7. CANINE HANDLERS**

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

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

Canine training will occur on duty as follows:

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

- c. Once a month, Adlerhorst International (or the designated training facility) will schedule the required eight (8) hour requalification day. Handlers will attend as scheduled by the Canine Coordinator. The training day will be considered a normal ten (10) hour workday for all Handlers. The remaining two (2) hours of that day will also be considered “Canine Maintenance Compensation” for the Handlers. The Handlers will receive a total of fourteen (14) hours of straight time compensation in a twenty nine (29) day pay cycle (30 minutes a day, 7 days a week). This is to compensate the Handlers for time spent on care and maintenance of the Police Service Dog and equipment. The time off will be arranged with the Canine Coordinator. Attendance is mandatory. However, excused absences may be allowed for emergencies or Handler/Dog illness at the discretion of the Canine Coordinator.
- d. A yearly P.O.S.T. certification is required for “Patrol and Detection” and attendance is mandatory. The Canine Coordinator will schedule the certification days.

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

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

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

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

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

Note: The City of Chino Police Department will sell the retired Police Service Dog to the Handler for one dollar (\$1.00) and in return the Handler agrees to provide a comfortable, humane and caring environment for the remainder of the retired Police Service Dog’s Life. The Handler also agrees

that the retired dog will not perform any searches or activity related to patrol or narcotic related duties.

## **8. COMPENSATION TIME OFF**

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

Upon promotion from this Association, any hours in Compensation Banks will be cashed out to employee at current base rate of pay.

## **9. COMPUTER LOAN PROGRAM**

All regular employees who have completed their probationary period are eligible to participate in the 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.

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

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

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

### **Definition of Total Compensation**

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

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

Minus the employee-paid PERS PEPRRA contribution rate

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

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

**Court Appearance Compensation:** Employees who are subpoenaed to appear in court during their off-duty hours are compensated at one and one-half (1-1/2) times their hourly rate of pay with a two (2) hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), 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 three (3), 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.

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

### **12. COURT TRAVEL TIME**

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

### **13. DEATH BENEFIT**

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

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

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

### **14. DEFERRED COMPENSATION**

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

#### **City Contribution**

Employees will receive a four hundred and ten dollar (\$410) per month City contribution to their City Deferred Compensation account, 401(a).

#### **"Catch-up" Provision**

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

**“Catch-up” – Sick Leave**

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

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

To participate, the employee will select the amount of sick leave they want to transfer 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**

To participate, the employee will select the amount of Vacation Leave they want to transfer 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.

**“Age 50+ Catch-up”**

In the calendar year the employee attains age 50 (or older), the employee may contribute an additional amount over the normal maximum contribution limit per IRS guidelines. The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

**Defined Contribution Plan 401(a):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. The plan is open to management employees only and although participation is voluntary, election must be done at time of appointment or within thirty (30) days of promotion into management. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25% or 100%. If enrolled, the City contributes one dollar (\$1) per pay period. An employee's election to enroll in the 401(a) Plan is irrevocable.

Source: Resolution Nos. 2003-001, 2004-074

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

**15. DIRECT DEPOSIT**

Employees electing to use the direct deposit of payroll checks service will not receive separate checks as noted under the sections titled Clothing Allowance, Holiday Pay, and Management Leave, but will have funds directly deposited in the account established for deposit of their regular payroll check.

Employees hired after September 3, 2019, will be required to have funds directly deposited into an account established for deposit of any payroll check.

**16. DISABILITY**

Effective July 1, 2019, the City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed two (2) years.

**17. DISCIPLINARY APPEAL PROCEDURE**

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

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

The following Appeal procedure will be utilized by employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to employees for appealing disciplinary action consisting of a Written Reprimand or less.

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

Within five (5) work days of the time the written or verbal reprimand is issued, the employee will be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The supervisor will have ten (10) work days from the date of the administrative appeal to respond to the employee. If the supervisor does not respond within ten (10) work days of the administrative appeal, the original disciplinary action will remain unchanged.

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

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

**19. DISCIPLINARY APPEAL PROCEDURE CHANGE**

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

**20. EDUCATIONAL INCENTIVE PROGRAM**

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

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

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

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

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

## **21. FLEXIBLE BENEFITS SPENDING PLAN**

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

## **22. 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 (1) 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 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.

## **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

## **24. HOLIDAY PAY**

Employees are credited, in July of each year, with one hundred and twenty (120) hours of holiday time and thirty five (35) hours of floating holidays. Any employee, regardless of assignment, has the option of converting 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 another. Any unused accumulated holiday time will be paid out in the second paycheck in June of each fiscal year.

Holiday time converted to cash pursuant to exercise of the above option will be compensated at straight time. Employees can 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 timesheets will be paid with the next regular payroll check distributions. 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.

## **25. JURY DUTY**

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

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

## **26. LAYOFF REOPENER**

The parties agree that upon written demand by either party, the meet and confer process will be convened and lawfully participated in.

## **27. LIFE INSURANCE**

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

## **28. LONGEVITY**

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 the time of anniversary.
- ❖ 15 years of service - \$1,000 paid in a lump sum at the time of anniversary.
- ❖ 20 years of service - \$1,500 paid in a lump sum at the time of anniversary.
- ❖ 25 years of service - \$2,000 paid in a lump sum at the time of anniversary.
- ❖ 30 years of service - \$2,500 paid in a lump sum at the time of anniversary.
- ❖ 35 years of service - \$3,000 paid in a lump sum at the time of anniversary.
- ❖ 40 years of service - \$3,500 paid in a lump sum at the time of anniversary.
- ❖ 45 years of service - \$4,000 paid in a lump sum at the time of anniversary.

## **29. MANAGEMENT LEAVE**

Employees are provided with sixty (60) hours of Management Leave on the first pay period of July each fiscal year. Management Leave is non-accruing and cannot be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated Management Leave benefit.

Up to an additional sixty (60) hours of Management Leave may be granted by the City manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Employees wishing to use Management Leave prior to the end of the fiscal year must use such time no later than the ending date of the second payroll in June (this payroll period does not extend into July).

Employees may cash-out up to thirty (30) hours of Management Leave per fiscal year at their current base rate pay at any time throughout the fiscal year by making notification of request to cash-out to the Finance Department/Payroll. Requests submitted with timesheets will be paid with the next regular payroll check-distribution. Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to the thirty (30) hours maximum.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 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.

## **30. MANAGEMENT RIGHTS**

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

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

- ❖ Exercising full control and discretion over the organization's structure and the technology used to perform work.
- ❖ Implementing corrective actions, including suspension, demotion, or termination, for just cause.
- ❖ Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.

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

### **Meet and Confer Obligation**

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

### **31. MEAL PERIOD (CODE 7)**

Employees will receive a 45-minute paid lunch period included in their ten (10) hour work day.

### **32. MILEAGE REIMBURSEMENT**

The City uses the standard rate established by the Internal Revenue Service to calculate reimbursements for mileage up to a limit of forty (40) miles each way (80 miles round trip) for employees who respond to a call to return to duty.

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 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.

### **33. MOTOR DUTY**

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

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

### **34. NEPOTISM POLICY**

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

to individuals who become related (as defined within exhibit) after commencement of employment by one or both individuals.

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

### **35. ON-CALL COMPENSATION**

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

### **36. OVERTIME COMPENSATION**

Employees are eligible for overtime compensation in conformance with the overtime compensation extended to the Chino Police Officer's Association, except as otherwise stated in the MOU, overtime will be compensated in either pay or compensation time off. Overtime worked at events where an outside vendor is contracting with the City for Police services will be compensated in pay.

Overtime earned shall be calculated based on the following:

- ❖ 1.5 times the employee's base hourly rate,
- ❖ Plus any applicable specialty pay (e.g., FTO, bilingual, SWAT, K9, Motors, Detective, or other assignment-specific pays),
- ❖ Plus P.O.S.T. Certificate Pay.

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

The Voluntary Physical Fitness Program is available to sworn, non-probationary Association members only. Attached hereto as *Exhibit C* is the "VOLUNTARY PHYSICAL FITNESS PROGRAM." Compensated time off or pay will be awarded between 1 and 30 hours during each fiscal year for demonstration of physical fitness.

It is expressly agreed and acknowledged by the parties that the decision to implement the Voluntary Physical Fitness Program was made with due consideration given to the City's concern that implementation of such a program will not generate Workers' Compensation liability. Therefore, the parties to this agreement expressly agree and acknowledge that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment. It is further agreed that the CPMA will clearly inform all of its members that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment, that no City employee is expected to participate in said activities, and that the City will not be liable for the payment of Workers' Compensation benefits for any injuries arising from participation in the program or from training/preparation which any employee undertakes for participation in the program. Each employee participating in the program will be required to sign the following acknowledgment at the inception of his/her participation, training, or preparation for the program:

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

any injury which arises from participation in the Voluntary Physical Fitness Program, or from training/preparation for participation in the program.

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

Dated:

\_\_\_\_\_  
Signature of Employee"

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

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

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

Employees are eligible to receive monthly compensation as follows for possession of the following:

INTERMEDIATE CERTIFICATE	6% of monthly base salary; or
ADVANCED CERTIFICATE	12% of monthly base salary; and
	either
SUPERVISORY CERTIFICATE	6% of monthly base salary/Sergeant; or
MANAGEMENT CERTIFICATE	9% of monthly base salary/Lieutenant

Increases in the benefit afforded to qualified sworn personnel for Intermediate and Advanced Certificates does not have any impact whatsoever on the benefit provided for qualified sworn personnel receiving Supervisory, Management or other concurrently authorized P.O.S.T. Certificate Pay.

Any Sergeant promoted to the rank of Lieutenant, who at the time of promotion is receiving compensation for a Supervisory P.O.S.T. Certificate, will continue to receive compensation for a Supervisory P.O.S.T. Certificate until such time as he/she qualifies for a Management P.O.S.T. Certificate.

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

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

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

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

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

**40. REHIRE POLICY**

An employee who resigns from City employment and at the time of resignation is eligible for rehire and who is, in fact, rehired not later than six (6) months after the effective date of resignation and then employed in his/her former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have his/her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated. Further, rehired employees will be allowed to participate in the Voluntary Physical Fitness Program.

**41. RETENTION OF DOCUMENTS**

All written disciplinary records, internal affairs investigations, and citizen complaints will be removed from an employee's personnel and other City files after five (5) years from the date complaint was received/discovered. Job Performance Evaluations will be removed from the same files five (5) years after the evaluation period ends.

This policy applies only to active employees; records for separated or inactive employees will not be tracked or purged.

**42. RETIREMENT**

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

- A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation
- B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation

- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with final compensation for the purposes of calculating a new member's retirement allowance equal to the new member's highest average PERS compensation for 36 consecutive months of employment

**Member Contribution to PERS**

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

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

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

**43. RETIREMENT HEALTH SAVINGS (RHS) PLAN**

Employees covered under this bargaining group have elected to establish and contribute to a Retirement Health Savings Plan in accordance with IRS regulations. Contributions are as follows:

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

Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave at time of retirement, or a proportion of accrued leave at time of non-retirement, will be placed in the employees' Retirement Health Savings Plan. Refer to Sick Leave Buy Back Policy for eligible sick leave.

**44. SALARY ADJUSTMENTS**

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

A. Overpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human

Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

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

**B. Recovery**

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

**C. Underpayments**

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

**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 on which the employee actually 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 is defined as vacation, holiday, 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 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of sick leave per month to a maximum accrual of one thousand and 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 terms or Summary of Benefits.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor’s note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours used.

**47. SICK LEAVE BUY BACK**

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

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City will buy back 100% of the employee’s accrued sick leave hours for a disability or service retirement, following completion of five (5) years of service with the City of Chino as the final employer.

Effective July 1, 2016, employees are required to deposit 90% of all eligible accrued sick leave, in accordance with IRS regulations, in the employees’ respective RHS plan.

For non-retirement separations, the employee will be subject to Sick Leave Buy-Back eligibility requirements as indicated above and the associated percentage of accrued sick leave will be deposited into the employee’s RHS plan, per IRS regulations, at time of separation.

**48. 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 or designated representative approval and may not be carried from one fiscal year to the next. Personal leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the 1,080 hours Sick Leave limit.

**49. SICK LEAVE PROGRAM**

Employees who have accumulated sick leave 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.

**50. SPECIAL COMPENSATION PAYMENT SCHEDULE**

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

**51. SUPPLEMENTAL CONTRIBUTION FOR RETIREES**

Employees separating from City of Chino employment as a result of non-disputed disability or service retirement, after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City of Chino service will receive a total monthly supplemental contribution equal to fifteen dollars (\$15) each month multiplied by the number of years of service from time of retirement and will cease upon the death of the member. However, if the retiree dies after receipt of his benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefit payments totals a complete fifteen (15) years from the date the payment commenced. For example, if the eligible retiree dies after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse will continue to receive the benefit for a remaining five (5) years. No benefit will be provided to any other beneficiary with the exception of what is noted here after the employee’s death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety applies only to those employed as of June 30, 1998. Therefore, no future members of the CPMA will qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

## **52. TUITION ADVANCE PROGRAM**

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

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee what the nature of the funds, without the necessity of a judgment being mandated on behalf of the City.

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

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

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from

the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

**53. TUITION REIMBURSEMENT – ENHANCED PROGRAM**

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

**54. UNIFORMED AND NON-UNIFORMED - CLOTHING ALLOWANCE**

Effective January 1, 2005, employees will receive payment for their Clothing Allowance one (1) time per year. This payment will be in a payroll check deposit separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. Clothing Allowance amounts are as follows:

- Sergeants in uniformed assignments receive seven hundred and seventy dollars (\$770) per fiscal year
- Sergeants in non-uniformed assignments receive nine hundred and sixty dollars (\$960) per fiscal year
- Lieutenants required to maintain both uniformed and non-uniformed clothing receive one thousand, two hundred dollars (\$1,200) per fiscal year

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars (\$770) per fiscal year. Non-uniformed clothing will not be included with reportable compensation in accordance with PERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually by each employee.

**55. VACATION LEAVE**

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

<b>Months of Completed Service</b>	<b>Annual Vacation Accrual</b>
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)

109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

In accordance with the employees' Retirement Health Savings (RHS) Plan group election and plan provisions, 90% of all accrued leave deposited, in accordance with IRS regulations, in the employee's respective RHS Plan Section of this MOU. Therefore, 10% of accrued Vacation Leave, up to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay at time of separation or retirement. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back.

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

**56. VACATION LEAVE CONVERSION**

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

**57. VEHICLE – CITY**

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

**58. WORK SCHEDULE**

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

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

**59. WORKERS' COMPENSATION PROGRAM**

Whenever an employee of the City is disabled, whether temporarily or permanently by injury or illness arising out of, and in the course of his/her duties, the employee will be compensated pursuant to Labor Code Section 4850.

**60. 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 10% premium benefit payment provided the following occurs:

- That the Worker’s 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 all outstanding issues of misunderstanding.

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 case 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.

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

#### **62. MAINTENANCE OF EXISTING BENEFITS**

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both City and the CPMA.

#### **63. IMPLEMENTATION**

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

#### **64. NO STRIKE PROVISION**

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

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

**65. TERM**

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

Chino Police Managers Association  
Memorandum of Understanding  
July 1, 2025 to June 30, 2027

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Michael Johnson, President  
Chino Police Managers Association

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Date

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Linda Reich, City Manager  
City of Chino, California

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Date

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Theresa Doyle, Director of Human  
Resources/Risk Management

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Date

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

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

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

- A. The Chino Police Professional Employees Association, hereinafter referred to as “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 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

### New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

### Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

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 41<sup>st</sup> 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 61<sup>st</sup> 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 17<sup>th</sup> 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 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month 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 1<sup>st</sup> of each year in order to participate in this Enhanced Program.

It shall remain the individual employee’s responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

**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

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

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Date

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Linda Reich, City Manager  
City of Chino

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Date

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

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Date

---

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

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Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,  
AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION  
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

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

- A. The Chino City Hall CONFIDENTIAL Employee Association, hereinafter referred to as the “CONFIDENTIAL,” is the recognized employee organization for all regular, full-time CONFIDENTIAL, non-management employees within City Hall in the City of Chino, hereinafter referred to as the “City,” who are assigned to the City Manager’s Office, Human Resources/Risk Management Department, Finance Department/Payroll Division, Administrative Secretaries reporting to a Department Director and all Management Assistants assigned to Finance, Community Services, Parks & Recreation and the Administration Departments. The positions in the CONFIDENTIAL Association are designated as such in the City’s Classification and Compensation Schedule – Non-Management Positions.

Administrative Assistant  
City Clerk Records Technician  
Community Liaison  
Deputy City Clerk  
Executive Assistant  
Executive Assistant to the City Council  
Human Resources Specialist I/II  
Information Technology Specialist I/II  
Management Assistant  
Payroll Technician

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

THEREFORE, the City and CONFIDENTIAL 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.

### **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 Head 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 CONFIDENTIAL business. Copies exceeding 250 per month will be paid to the City by CONFIDENTIAL 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 CONFIDENTIAL, at times authorized by the City. These hours do not accumulate or carry over from one fiscal year to the next.

CONFIDENTIAL 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 fundraising activity conducted on City of Chino property.

### **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 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 annually when new rates become effective on December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

### New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

### Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

## **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 Department Head or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

## **7. BILINGUAL PAY**

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

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine an 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.

## **8. 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.

## **9. 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 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.

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.

## **10. 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 Confidential Unit and approval by the City Council: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

## **11. 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, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out 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.

## **12. 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 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 Leave/Vacation/Sick Leave Conversion/Floating Holiday Compensatory Time leave 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 him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

### **“Catch-up” - Sick Leave**

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

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement

will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave 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 towards 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). 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 deferred compensation program will be discontinued while an employee is receiving Workers' Compensation payments.

### **13. DIRECT DEPOSIT**

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

### **14. 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 41<sup>st</sup> 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 61<sup>st</sup> 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.

### **15. DISCIPLINARY APPEAL PROCEDURE**

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

### **16. FLEXIBLE BENEFITS SPENDING PLAN**

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

### **17. 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.

### **18. 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 Day

Christmas Eve  
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 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:

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

## **19. 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.

## **20. JOINT-LABOR MANAGEMENT COMMITTEE**

The City and the Confidential Unit may convene a Joint Labor-Management (JLM) Committee from time to time for the purpose of discussing matters of mutual concern that do not involve modifications to this Memorandum of Understanding (MOU).

Meetings of the JLM Committee shall be scheduled as needed and only by mutual agreement of both parties. The format, structure, and composition of the Committee shall be determined jointly by the City and the Confidential Unit.

Any actions taken or recommendations made by the JLM Committee shall be non-binding unless explicitly stated otherwise in a written agreement. Such agreements shall be effective only upon approval by the City Council and ratification by the Confidential Unit.

## **21. 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.

## **22. LIFE INSURANCE**

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

Also see Death Benefit Section in this MOU.

## **23. 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.

## **24. 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 objective of the agency or department.
- ❖ Establishing the mission of its constituent departments, commissions, and boards.
- ❖ Setting and modifying standards of service.
- ❖ Planning, directing and controlling the workforce.
- ❖ Establishing policies procedures, and standards for employee conduct and performance.

- ❖ Conducting performance evaluations and implementing performance improvement plans as necessary.
- ❖ Determining the number, location, and types of employees required.
- ❖ Hiring, promoting, transferring, assigning, and retaining employees.
- ❖ Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.
- ❖ Exercising full control and discretion over the organization's Structure and the technology used to perform work.
- ❖ Implementing corrective actions, including suspension, demotion or termination for just cause.
- ❖ Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.
- ❖ There are no provisions in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

### **Meet and Confer Obligation**

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

### **25. 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 Director 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.

### **26. NOTARY PAY**

The City will provide compensation in the amount of one hundred dollars (\$100) per month to up to two (2) employees in the unit designated by the City Manager to perform notary duties. The payment for notary duties will be made biweekly in the amount of forty-six dollars and fifteen cents (\$46.15) for twenty-six (26) pay periods.

Employees receiving notary pay shall maintain their commission from the California Secretary of State, if they are receiving the notary pay. The City shall pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

Should the employee not maintain their commission, the employee is responsible for notifying their supervisor and Payroll Division immediately, so the notary pay may be ceased.

## **27. OVERTIME**

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a workweek 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.

Employees working Household Hazardous Waste or another assignment outside of their regularly assigned Department must seek their supervisor's approval prior to working the outside assignment; the employee may be paid for overtime or accrue compensatory time.

Also see Regular Rate of Pay Section in this MOU.

## **28. 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 at hire + \$500 at time of completion of probation.

## **29. 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

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime Section of this MOU.

## **30. 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.

### **31. 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 file. 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 response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

### **32. 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 is 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 PERS 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.

### **33. 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 repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

#### **B. Recovery**

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 situations 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.

### **34. SCHEDULE**

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

### **35. SEPARATION FROM CITY**

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday comp, or comp) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

**36. SICK LEAVE**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month 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 of any Sick Leave hours for time missed from work.

**37. 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 sick leave hours at the 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.

**38. 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.

**39. 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 time.

**40. 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.

**41. 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.

#### **42. 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 1<sup>st</sup> of each year in order to participate in this Enhanced Program.

It shall remain the individual employee’s responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

**43. 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 mos – 24 mos of service:	12 days p/year (10.0000 hours p/month)
25 mos – 48 mos of service:	15 days p/year (12.5000 hours p/month)
49 mos – 108 mos of service:	18 days p/year (15.0000 hours p/month)
109 mos – 120 mos of service:	19 days p/year (15.8333 hours p/month)
121 or more months of service:	20 days p/year (16.6666 hours p/month)

**44. VACTION 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.

**45. VACATION LEAVE CONVERSION**

Employees who have accrued a minimum of 120 hours of Vacation Leave may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. 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. 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. Note: Usage requirement waived for “activated” military personnel.

**46. 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.

#### **47. 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.

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

#### **49. 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 CONFIDENTIAL or determined by law and/or by a court of competent jurisdiction to be unlawful.

#### **50. 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.

CONFIDENTIAL proposals for the next Agreement are requested to be served on the City by no later than April 15 of each year.

#### **51. TERM OF AGREEMENT**

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

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

Signatures on following page.

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

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Sarah Contreras, Employee Representative  
CONFIDENTIAL

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Date

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Linda Reich, City Manager  
City of Chino

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Date

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Rosa Olguin, Employee Representative  
CONFIDENTIAL

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Date

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Theresa Doyle,  
Director of Human Resources/  
Risk Management

---

Date

## **SUMMARY OF BENEFITS EXECUTIVE MANAGEMENT**

*Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

*The positions of Executive Management are:*

*City Manager  
Assistant City Manager  
Director of Community Services, Parks & Recreation  
Director of Development Services  
Director of Finance  
Director of Human Resources/Risk Management  
Director of Public Works*

### **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, a qualifying employee 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 then receive Acting Pay retroactive to the first day of serving in the acting capacity.

Source: Resolution No. 97-62

### **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 may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the City Manager.

Source: Resolution No. 97-62

### **ANNUAL PHYSICAL/WELLNESS:**

Up to one thousand, two hundred dollars (\$1,200) may be provided to employees each fiscal year for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses as approved by the City Manager. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021, 2025-039

SUMMARY OF BENEFITS  
EXECUTIVE MANAGEMENT 2025-2027

**BENEFIT BANK:**

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

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40,  
2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49,  
2013-046, 2015-054, 2019-050, 2025-039

**BEREAVEMENT LEAVE:**

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A "qualified family member" is defined as 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 City Manager. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 87-83, 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

**BILINGUAL PAY:**

Employees are eligible to receive one hundred and sixty dollars (\$160) per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager 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. City Manager Approval: To be eligible to take the City's competency examination, an employee must be recommended by the City Manager. Eligibility for the opportunity to test for Bilingual Pay is solely at the City Manager's discretion and is not subject to administrative appeal or challenge. The City Manager will make their 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 City Manager 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.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

**CITY TREASURER:**

The Director of Finance shall receive five hundred dollars (\$500) per month for being appointed as the City Treasurer.

Source: Municipal Code Section 2.040.070(A)

**COMPUTER LOAN PROGRAM:**

All executive employees 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 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.

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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.

Source: Resolution No. 2025-039

**COST OF LIVING ADJUSTMENT:**

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

- ❖ Effective the pay period after Council approval: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

Source: Resolution No. 2025-039

**DEATH BENEFIT:**

Employees are provided with \$250,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management 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 CalPERS definition, Sick Leave will be paid out to the employee's beneficiary(ies) at 100% cash out of the employees accrued Sick Leave on record.

In the event of an employee death, and 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.

Source: Resolution Nos. 2000-047, 2000-069

**DEFERRED COMPENSATION PLAN:**

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

Department Director and Assistant City Manager - The City-paid contribution to deferred compensation is seven hundred dollars (\$700) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 98-40, 2005-008

**“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, Management Leave hours to cash contribution at the

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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, 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 towards 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 Management Leave) to be transferred into

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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, Management and/or accrued Vacation Leave contribute this additional amount.

**Defined Contribution Plan - 401(A):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

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

Source: Resolution Nos. 98-09, 98-40, 2019-050

**DIRECT DEPOSIT:**

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

Source: Resolution No. 2019-050

**DISABILITY:**

The City will pay all premiums for a Short/Long Term Disability Program and provide it to all employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

**FLEXIBLE BENEFITS SPENDING PLAN:**

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

Source: Resolution No. 2009-043, 2017-049

**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 the City Manager.

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Employees may cash-out up to thirty-five (35) hours of Floating Holiday Time, one (1) 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.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47,  
2000-69, Administrative Policy-Floating Holiday Time

**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

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59,  
96-86, 2001-76, 2019-050

**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.

**HOLIDAY TIME COMPENSATION BANK:**

When a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours will be deposited within a holiday time compensation bank. Any holiday hours

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remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee's current hourly rate.

Should the employee separate from City employment (for any reason) and has one (1) 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.

Source: Resolution Nos. 2016-047, 2025-039

**JURY DUTY:**

The policy of the City is no employee will be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" will be defined as a regularly scheduled day of work for the affected 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.

Source: Resolution Nos. 96-86, 2019-050

**LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:**

The City will pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

**LIFE INSURANCE:**

Employees are provided with a total of \$250,000 in life insurance coverage.

See also Death Benefits section in the Summary of Benefits.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

**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.

Source: Resolution Nos. 2023-051, 2023-060

**MANAGEMENT LEAVE:**

Employees are provided with ninety (90) Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal

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year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to seventy (70) hours of Management Leave per fiscal year at their current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to seventy (70) hours maximum. Any remaining Management Leave at that time will be removed from the employee's leave bank.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash out these hours for any employee who demonstrates committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (7.5 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.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69,  
2007-049; Administrative Policy-Management Leave

**MEDICARE CONTRIBUTION:**

The City will pay the cost of the employee portion of the Medicare Tax.

Source: Resolution No. 98-40

**MILITARY LEAVE:**

Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

**PERFORMANCE EVALUATION:**

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

**PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):**

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

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

Source: Resolution No. 2000-47, 2025-039

**PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:**

Each fiscal year, the City shall reimburse each Department Director for dues and for related meeting attendance meals for one (1) of the following organizations:

- ❖ Chino Valley Lions Club
- ❖ Rotary Club of Chino Valley
- ❖ Kiwanis Club of Chino
- ❖ Soroptimists Chino Valley

Source: Resolution No. 2025-039

**RECRUITMENT INCENTIVES:**

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon 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.

***NOTE:** The City Manager and Director of Human Resources/Risk Management are not eligible for this benefit.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

**REHIRE POLICY:**

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired 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 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 leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Any employee rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation from employment. Said buy back will be at the hourly base pay rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

Source: Resolution Nos. 96-86, 97-62

**RETIREMENT:**

The City has a three-tier retirement benefit 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.

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- 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).

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86,  
97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30,  
2015-054, California Public Employee Pension Reform Act  
of 2013 (PEPRA)

**RETIREMENT HEALTH SAVINGS (RHS) PLAN:**

Department Director and Assistant City Manager

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Beginning January 1, 2021, employee will contribute \$25 per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute 50% of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

**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.

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

**B. Recovery**

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 situations 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.

Source: Resolution Nos. 97-62, 2000-47, 2000-69, 2025-039, Employee Handbook

**SEPARATION FROM CITY:**

At the discretion and approval of the City Manager, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

**SEVERANCE:**

Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement pay to the employee, severance in the amount equal to four (4) months of base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

Source: Resolution Nos. 2009-036A, 2019-050

**SICK LEAVE:**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty hours (1,080) hours.

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

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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.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59, 2015-046;  
Administrative Policies-Sick Leave Usage--Examination & Treatment,  
Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family  
Members, Sick Leave Usage--Pre-Employment Physical Examination

**SICK LEAVE BUY BACK:**

At separation of employment the City may 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 a minimum of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

**SICK LEAVE CONVERSION TO COMPENSATION:**

Employees who have accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

Source: Resolution No. 87-83

**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

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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 may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

**SICK LEAVE HIRING INCENTIVE:**

New employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the employee for these Sick Leave hours at the 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.

Source: Resolution No. 2025-039

**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.

Source: Resolution Nos. 87-83, 91-102

**TUITION ADVANCE PROGRAM:**

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.

Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, 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

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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). If 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.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102,  
96-86, 97-62, 2015-054

**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 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 1<sup>st</sup> of each year 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.

Source: Resolution Nos. 96-86, 2015-054

**VACATION LEAVE:**

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

<b>Months of Completed Service</b>	<b>Annual Vacation Accrual</b>
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)

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49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual vacation leave, the holidays will not be charged as vacation leave; however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the City Manager and notification to the Finance Department to affect this temporary exception.

Newly hired Department Directors are eligible to accrue vacation hours based on their years of service in prior public agencies. Newly hired Department Directors will be required to provide documentation from their prior employer(s) or retirement system such as CalPERS, SBCERA, LACERA, etc. verifying their years of service.

The City Manager can authorize newly hired Department Directors up to one hundred and twenty (120) Vacation hours to be available immediately upon hire.

Source: Resolution Nos. 85-54, 86-59, 2005-008, 2025-039

**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. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 2005-008

**VACATION LEAVE CONVERSION:**

Employees may convert a maximum of one hundred and twenty (120) 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.

\*This usage requirement is waived for “active” military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

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**VEHICLE ALLOWANCE:**

Employees not assigned a City vehicle will be provided with five hundred dollars (\$500) per month for vehicle allowance.

Source: Resolution Nos. 86-59, 87-83, 89-195, 91-102, 2005-008, 2013-046

**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, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday and/or Management Leave 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.

Source: Labor Code section 4850; Resolution No. 85-54

**WORKERS' COMPENSATION PREMIUM PAYMENT:**

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

- ❖ That the Workers' Compensation Appeals Board approves the total settlement, including the 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.

Source: Resolution No. 97-62

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

**IMPLEMENTATION:**

These benefits 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.

## **SUMMARY OF BENEFITS DEPUTY DIRECTORS**

*Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

*The positions of Deputy Directors are:*

*Deputy City Manager  
Deputy Director of Community Services, Parks & Recreation  
Deputy Director of Development Services  
Deputy Director of Finance  
Deputy Director of Human Resources/Risk Management  
Deputy Director of Public Works/City Engineer  
Deputy Director of Public Works/Services*

*\*Deputy Directors appointed after February 7, 2023, are at-will.*

Source: Chino Municipal Code Chapter 2.24.070

### **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, or otherwise, as determined 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.

Source: Resolution No. 97-62

### **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 may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

Source: Resolution No. 97-62

### **BENEFIT BANK:**

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective

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December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40,  
2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49,  
2013-046, 2015-054, 2019-050, 2025-039

**BEREAVEMENT LEAVE:**

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified immediate family member is provided. A “qualified immediate family member” is defined as 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. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

**BILINGUAL PAY:**

Employees are eligible to receive one hundred and sixty dollars (\$160) per month (paid over 24 pay periods) for verbal fluency in any language, other than English, that the 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

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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 the 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 their 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.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47,  
2000-69, 2006-021, 2006-025, 2025-039

**CERTIFICATE PAY:**

If a professional certificate is required as part of an employees' job, it will be paid for in the same manner and subject to the same limits as the American Federation of State, County and Municipal Employees (AFSCME) employees.

**Certified Access Specialist (CASp)** – Qualifying employees are eligible to receive two hundred and fifty dollars (\$250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

Source: Resolution No. 2025-039

**COMPUTER LOAN PROGRAM:**

Employees 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 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.

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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.

Source: Resolution No. 2025-039

**COST OF LIVING ADJUSTMENT:**

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

- ❖ Effective the pay period after Council approval: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

Source: Resolution No. 2025-039

**DEATH BENEFIT:**

Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary(ies) on file in Human Resources/Risk Management Department 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, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out of the employee's accrued Sick Leave on record.

In the event of an employee death, and 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.

Source: Resolution Nos. 2000-047, 2000-069

**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**

The City-paid contribution to deferred compensation is four hundred and ten dollars (\$410) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

**"Catch-up" Provision**

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick, Vacation, Sick Leave Conversion,

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Management, and Floating Holiday Leave 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 3 years of their planned retirement date, have "457 catch-up" privileges available to them, 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 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 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 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 Sick Leave Conversion, Management, and/or Floating Holiday leave hours) 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 and employee attains 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, Vacation, Management, and/or Floating Holiday leave hours to contribute this additional amount.

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

Source: Resolution Nos. 98-09, 98-40, 2019-050

**DEFINED CONTRIBUTION PLAN -- 401(a):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating employee. An employee’s election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Source: Resolution Nos. 2003-001, 2004-074

**DIRECT DEPOSIT:**

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

Source: Resolution No. 2019-050

**DISABILITY:**

The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee’s base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee’s base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

**FLEXIBLE BENEFITS SPENDING PLAN:**

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

Source: Resolution Nos. 2009-043, 2017-049

**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 (1) 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.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47, 2000-69, Administrative Policy-Floating Holiday Time

**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

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

**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, Sick Leave Conversion or remain in an unpaid leave status during this period.

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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, 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.

**HOLIDAY TIME COMPENSATION BANK:**

When a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee's current hourly rate.

Should the employee separate 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 shall 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.

Source: Resolution Nos. 2016-047, 2025-039

**JURY DUTY:**

It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected 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 hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

**LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:**

The City shall pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

**LIFE INSURANCE:**

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

See also Death Benefit section.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

### **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.

Source: Resolution Nos. 2023-051, 2023-060

### **MANAGEMENT LEAVE:**

Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated Management Leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to thirty (30) hours maximum.

An additional sixty (60) hours of Management Leave may be granted by the Department Director with a corresponding ability to convert these hours to cash.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (five (5) 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.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

### **MILEAGE REIMBURSEMENT:**

The City agrees to reimburse employees authorized by the Department Head 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 Director and Finance Department that the

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mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

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

Source: Resolution Nos. 96-86, 2025-039

**MILITARY LEAVE:**

Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

**PERFORMANCE EVALUATION:**

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

**PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):**

Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. 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 response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

Source: Resolution Nos. 2000-47, 2025-039

**RECRUITMENT INCENTIVES:**

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon 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.

***NOTE:** Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines*

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*established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

**REHIRE POLICY:**

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

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

Source: Resolution Nos. 96-86, 97-62

**RETIREMENT:**

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:
  - 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.

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86,  
97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30,  
2015-054 and California Public Employee Pension Reform Act  
of 2013 (PEPRA)

**RETIREMENT HEALTH SAVINGS (RHS) PLAN:**

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Employees will contribute twenty five dollars (\$25) per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute 50% of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

**SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):**

All adjustments to an employee's salary shall 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 repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

**B. Recovery**

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 situations 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.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

**SEPARATION FROM CITY:**

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

**SICK LEAVE:**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month to a maximum accrual of one thousand eighty hours (1,080) hours.

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

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

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59, 2015-046;  
Administrative Policies-Sick Leave Usage--Examination & Treatment,  
Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family  
Members, Sick Leave Usage--Pre-Employment Physical Examination

**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 full-time employment with the City.

<b>Completed Years of Service</b>	<b>% of Sick Leave Converted to Compensation</b>
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

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**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 the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

**SICK LEAVE HIRING INCENTIVE:**

New employees may be eligible to be credited with two hundred (200) hours of Sick Leave so long as the prior employer did not compensate the employee for sick leave hours in the same 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.

Source: Resolution No. 2025-039

**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.

Source: Resolution Nos. 87-83, 91-102

**SPECIAL COMPENSATION PAYMENT SCHEDULE:**

Employees eligible to receive special compensation benefits which are a percentage of base pay, will receive compensation paid over 26 pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over 24 pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Source: Resolution No. 2019-050

**TUITION ADVANCE PROGRAM:**

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.

Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, 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 one hundred and twenty (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.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102,  
96-86, 97-62, 2015-054

**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 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 1<sup>st</sup> of each year 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.

Source: Resolution No. 96-86, 2015-054

**VACATION LEAVE:**

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

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

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual vacation leave, the holidays will not be charged as vacation leave; however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to Finance to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

**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. The percentages

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may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 86-59, 2005-008

**VACATION LEAVE CONVERSION:**

Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half\* the number of accrued leave hours requested, excluding sick leave, must have been taken as time off.

\*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

**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, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

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

Source: Labor Code section 4850; Resolution No. 85-54

**WORKERS' COMPENSATION PREMIUM PAYMENT:**

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

- ❖ That the Workers' Compensation Appeals Board approves the total settlement, including the 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

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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.

Source: Resolution No. 97-62

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will be in full force and effect.

**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 determined by a court of law to be unlawful.

**IMPLEMENTATION:**

These benefits 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.

**SUMMARY OF BENEFITS  
UNREPRESENTED SWORN MANAGEMENT**

*Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

Sworn Unrepresented Management consist of the following position classifications:

**Chief of Police  
Captain  
Deputy Chief of Police**

**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, or otherwise, as determined 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.

Source: Personnel Rules

**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 may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Chief of Police (Captain & Deputy Chief of Police) or City Manager (Chief of Police).

Source: Resolution No. 97-62

**ADDITIONAL LEAVE:**

Deputy Chief of Police and Captain – In addition to Management Leave, affected employees may be provided up to thirty (30) additional hours of leave, at the Police Chief's discretion, per fiscal year based on workload and hours worked. These hours will be cashed out if they are not used by the last pay period of the fiscal year.

Source: Resolution No. 85-54

**ANNUAL PHYSICAL/WELLNESS:**

Chief of Police - Up to one thousand, two hundred dollars (\$1,200) may be provided to employees for reimbursement toward the cost of gym membership, an annual physical, or related out-of-

pocket medical expenses. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021, 2025-039

**BENEFIT BANK:**

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

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40,  
2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49,  
2013-046, 2015-054, 2019-050, 2025-039

**BEREAVEMENT LEAVE:**

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified, immediate family member is provided.

A "qualified immediate family member" is defined as spouse, domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, sibling-in-law, daughter/son-in-law, grandparent, grandchild, or any other relative residing within the employee's home.

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

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of

a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

**BILINGUAL PAY:**

Employees are eligible to receive an allowance (paid over 24 pay periods) for verbal fluency in any language other than English, 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. Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Chief of Police (Approver). Eligibility for the opportunity to test for Bilingual Pay is solely at the Approver's discretion and is not subject to administrative appeal or challenge. The Approver will make their 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 Approver 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.

Chief of Police – Eligible to receive a one hundred and sixty dollar (\$160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary, including sign language.

Deputy Chief of Police and Captain - Eligible to receive a two hundred and forty dollar (\$240) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the Chief of Police deems necessary, including sign language.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

**COMPUTER LOAN PROGRAM:**

Non-probationary employees 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 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.

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.

Source: Resolution No. 2025-039

#### **COST OF LIVING ADJUSTMENT:**

In the event the City authorizes a general salary increase, cost-of-living adjustment (COLA), or other across-the-board base salary increase for employees represented by the Chino Police Management Association (CPMA), the same percentage salary adjustment shall be applied concurrently to all classifications within the Unrepresented Sworn Management group, including Captain, Deputy Chief of Police, and Chief of Police.

Any general salary increases, cost-of-living adjustments (COLA), or other across-the-board base salary increases will be applied retroactively to the beginning of the pay period effective July 1, 2025.

Source: Resolution No. 2025-039

#### **DEATH BENEFIT:**

Chief of Police – Employee is provided with \$250,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

Deputy Chief of Police and Captain – Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management 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 CalPERS definition, Sick Leave will be paid out to the employee's beneficiary(ies) at 100% cash out of the employees accrued Sick Leave on record.

In the event of an employee death, and 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.

Source: Resolution Nos. 2000-047, 2000-069

**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**

Chief of Police - A contribution of seven hundred dollars (\$700) per month is made into the City's selected plan, 401(a), for the employee. Loans are permitted.

Deputy Chief of Police and Captain - A contribution of four hundred and ten dollars (\$410) per month is made into the City's selected plan, 401(a), for each employee. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

**“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, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave 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 his/her planned retirement date, have “457 Catch-up” privileges available to them, 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 he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining 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 Management 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, Vacation, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave hours to contribute this additional amount.

**Defined Contribution Plan - 401(A):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Source: Resolution Nos. 2003-001, 2004-074

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

Source: Resolution Nos. 98-09, 98-40, 2019-050

**DIRECT DEPOSIT:**

All employees will have funds directly deposited into an account established for deposit of any payroll check.

Source: Resolution No. 2019-050

**DISABILITY:**

The City will pay all premiums for a Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee’s base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee’s base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

**DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS:**

Chief of Police - The following Appeal procedure will be utilized by the Chief of Police for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to the Chief for appealing disciplinary action consisting of a Written Reprimand or less.

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

Within five (5) workdays of the time the written or verbal reprimand is issued, the Chief will be entitled to a non-evidentiary meeting with the City Manager. The purpose of this administrative appeal is to afford the Chief an opportunity to be heard by the City Manager as to why the Chief believes the discipline should be revoked or modified. The Chief may be heard verbally or in writing. The City Manager will have ten (10) workdays to respond to the Chief. If the City Manager does not respond within ten (10) workdays from the date of the administrative appeal to respond to the employee, the original disciplinary action will be deemed unchanged.

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

Source: Resolution No. 2000-69

Deputy Chief of Police and Captain - The following Appeal procedure will be utilized by sworn employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This shall be the sole and exclusive procedure afforded to sworn employees for appealing disciplinary action consisting of a Written Reprimand or less.

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

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee shall be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard verbally or in writing. The supervisor shall have ten (10) workdays to respond to the employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

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

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

Source: Resolution No. 2000-69

**DISCIPLINARY APPEAL PROCEDURE CONSISTING OF MORE THAN A WRITTEN REPRIMAND:**

The City Manager will no longer serve as the Hearing Officer.

Source: Resolution Nos. 98-40, 2005-008

**EDUCATIONAL INCENTIVE PAY:**

Deputy Chief of Police and Captain – Employees who have served two (2) consecutive years of full-time employment with the Chino Police Department are eligible to receive a one-time payment of his/her total annual base salary at the time the degree is awarded.

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

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

Source: Resolution Nos. 97-62, 2009-036A

**FLEXIBLE BENEFITS SPENDING PLAN:**

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

Source: Resolution Nos. 2009-043, 2017-049

**FLOATING HOLIDAY TIME:**

See Holiday Pay below.

Source: Administrative Policy-Floating Holiday Time

**HOLIDAYS:**

The City has designated twelve (12) ten-hour holidays and two (2) five-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59,  
96-86, 2001-76, 2019-050

**HOLIDAY PAY:**

Employees are credited with one hundred and twenty (120) Holiday and thirty five (35) Floating Holiday hours at the beginning of each fiscal year (prorated for new-hires following completion of six (6) months of full-time/continuous service). These positions 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. Any unused Holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last pay day of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused Holiday time.

Upon written request to the City's Finance Department, payment of Holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash out.

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.

Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California

Public Employee's Retirement System. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Source: Resolution Nos. 96-86, 2016-047, 2025-039

**JURY DUTY:**

It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected 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 hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

**LIFE INSURANCE:**

See Death Benefit section.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

**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.

Source: Resolution Nos. 2023-051, 2023-060

**LUNCH (PAID):**

Chief of Police, Deputy Chief of Police, and Captain - Employees receive a one (1) hour paid lunch period included in their 10-hour workday.

Source: Resolution Nos. 96-86, 2025-039

**MANAGEMENT LEAVE:**

Chief of Police - Employee is provided with ninety (90) Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to seventy (70) hours of Management Leave per fiscal year at their current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date

of the final payroll in June will be cashed out, up to seventy (70) hours maximum. Any remaining Management Leave at that time will be removed from the employee's leave bank.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Deputy Chief of Police and Captain - Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum. See also Additional Leave.

Up to an additional sixty (60) hours of Management Leave may be granted by the Chief of Police with a corresponding ability to cash out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis, 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.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

**MEDICARE CONTRIBUTION:**

Chief of Police - The City will pay the cost of the employee portion of the Medicare Tax.

Source: Resolution No. 98-40

**MILEAGE REIMBURSEMENT:**

Deputy Chief of Police and Captain - 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 shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Resolution Nos. 96-86, 2025-039

**MILITARY LEAVE:**

Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

**PERFORMANCE EVALUATION:**

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

**PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):**

An employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in his/her Personnel File. If the affected employee, or the affected 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.

Source: Resolution No. 2000-47

**PHYSICAL FITNESS PROGRAM (VOLUNTARY):**

Employees shall receive 1-30 hours of pay respectively per fiscal year for demonstration of physical fitness.

The City and the Employee agree and acknowledge that participation in this program is not an implied or express requirement of employment. The City will not be liable for the payment of workers' compensation benefits for any injuries arising from participation in the program or from training/preparation, which any employee undertakes for participation in the program. Each employee participating in the program is required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

“Participation by employees of the City of Chino in the volunteer physical fitness program and in training/preparation for participation in the program, is strictly voluntary. No City employee is expected to participate in the program, and participation is not a part of any City employee's work-related duties. The City shall not be liable for the payment of workers' compensation benefits for any injury which arises from participation in the volunteer physical fitness program, or from training/preparation for participation in the program.

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

Dated:  
Signature of Employee”

The CPOA and CPMA Association Board Members will determine test dates for the Voluntary Physical Fitness Program and testing will take place over a period of time not to exceed three (3) months from the date of the first test to the date of the final test. Sworn employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the Program with benefits equal to two (2) years of credit.

Source: Resolution Nos. 96-86(CPOA, CPMA & Captains), 97-62, 2008-047 (CPOA), 2009-036A, 2025-039

**P.O.S.T. CERTIFICATE PAY:**

Chief of Police – Eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary; and
Executive P.O.S.T. Certificate	1% of monthly base salary

Deputy Chief of Police and Captain – Employees are eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Intermediate P.O.S.T. Certificate	6% of monthly base salary; or
Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary

Qualified employees eligible to receive P.O.S.T. Certificate Pay will receive compensation paid over the normal twenty-six (26) pay periods each fiscal year.

Deputy Chief of Police and Captain – Employees will be eligible to concurrently receive the one-time Educational Incentive Pay (equal to that provided to the Chino Police Association in Resolution 85-54) while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

Source: Resolution Nos. 89-195, 96-86, 97-62, 2004-105, 2005-008

**PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:**

Each fiscal year, the City shall reimburse the Chief of Police for dues and related meeting attendance meals for one (1) of the following organizations:

- ❖ Chino Valley Lions Club
- ❖ Rotary Club of Chino Valley
- ❖ Kiwanis Club of Chino
- ❖ Soroptimists Chino Valley

Source: Resolution No. 2025-039

**RECRUITMENT INCENTIVES:**

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon 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.

***NOTE:** The Chief of Police is not eligible for this benefit. In addition, any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". To receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

**REHIRE POLICY:**

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired 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, shall serve the same probationary period that any new hire would serve and shall be subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have their leave accrual rates determined 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 shall 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.

Source: Resolution Nos. 96-86, 97-62

**RETIREMENT:**

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

***Plan for sworn personnel:***

- A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 3% at age 50 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 3% 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 2.7% at age 57 (PEPRA) Plan, with a 3-year average final compensation.

***Member contributions:***

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

- A. 3% at age 50, if hired before October 16, 2011:
  - 1) Employee contribution rate – 9% of reportable compensation.
- B. 3% at age 55, if hired on or after October 16, 2011:
  - 1) Employee contribution rate – 9% of reportable compensation.
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
  - 1) Employee contribution rate – 13% of reportable compensation (subject to change).  
Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86, 97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30, 2015-054 and California Public Employee Pension Reform Act of 2013 (PEPRA)

**RETIREMENT HEALTH SAVINGS (RHS) PLAN:**

A Retirement Health Savings Plan is established in accordance with IRS regulations.

- Employee contributes 1% of base earnings each pay period. Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave will be deposited to the employee's RHS plan.
- City will contribute three hundred dollars (\$300) per month, deposited on a twenty-four (24) pay period cycle.

Source: Resolution No. 2007-049

**SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):**

All adjustments to an employee's salary shall 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 repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

**B. Recovery**

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 situations 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.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

**SEPARATION FROM CITY:**

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

Deputy Chief of Police and Captain - 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 leave time for up to one (1) pay period beyond the last day the employee actually 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.

Leave time is defined as vacation, holiday, or management. Sick leave usage will be allowed under the terms of Sick Leave, and those provisions must be followed for any sick leave usage to be allowed.

Source: Resolution Nos. 97-62, 2025-039

**SEVERANCE:**

Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement, pay to the employee severance in the amount equal to six (6) months of their base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

Source: Resolution Nos. 2009-036A, 2019-050

**SICK LEAVE:**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month 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.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59, 2015-046; Administrative Policies-Sick Leave Usage--Examination & Treatment, Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members, Sick Leave Usage--Pre-Employment Physical Examination

**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 full-time employment with the City. The percentage of Sick Leave Buy Back is:

<b>Completed Years of Service</b>	<b>% of Sick Leave Converted to Compensation</b>
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

**SICK LEAVE CONVERSION TO COMPENSATION:**

Chief of Police - Who has accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

Source: Resolution No. 87-83

**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 may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

**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.

**SPECIAL COMPENSATION PAYMENT SCHEDULE:**

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

Source: Resolution No. 2019-050

**SUPPLEMENTAL CONTRIBUTION FOR RETIREES:**

Employees separating from City employment as a result of a non-disputed disability or service retirement after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City service shall receive a monthly supplemental contribution equal to fifteen dollars (\$15) per month multiplied by the number of years of service from time of retirement and shall continue until death of the retiree. (For example, an employee retiring after 15 years of required continuous service shall receive a City-funded supplemental contribution in the amount of \$225 per month.) However, if the retiree dies after receipt of this benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefits payments totals a complete fifteen (15) years from the date that the payments commenced. For example, if the eligible retiree should die after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse shall continue to receive the benefit for a remaining 5 years. No benefit shall be provided

to any other beneficiary with the exception of what is noted here after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety shall apply only to employees employed as of June 30, 1998. Thereafter, no future employees in this position classification shall qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

Source: Resolution Nos. 96-86, 97-62, 98-40

**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.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102,  
96-86, 97-62, 2015-054

**TUITION REIMBURSEMENT – ENHANCED PROGRAM:**

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

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

Source: Resolution Nos. 96-86, 2015-054

**UNIFORM CLOTHING/CLEANING ALLOWANCE:**

The City shall provide to affected employees a clothing/cleaning allowance of one thousand two hundred dollars (\$1,200) per year. Affected employees shall receive payment for their total clothing/cleaning allowance one time per year. This payment shall be in a check separate from the employee's regular paycheck and shall be provided at the time of distribution on the second payroll check in August of each year. Upon appointment/promotion to a non-eligible position classification or separation from employment prior to the end of a fiscal year, the employee shall be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

Source: Resolution Nos. 85-54, 96-86, 2003-01

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars (\$770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each employee.

Source: Resolution No. 2006-021

**VACATION LEAVE:**

Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order

that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

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

Vacation Leave will be taken at a time approved by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the Chief of Police. In the event that one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Chief of Police and notification to the Finance Department to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

**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. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution No. 86-59, 2005-008

**VACATION LEAVE CONVERSION:**

Chief of Police - May convert a maximum of one hundred and twenty (120) 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.

Deputy Chief of Police and Captain - Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee’s hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half\* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

\*This usage requirement is waived for “active” military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

**VEHICLE ALLOWANCE:**

Chief of Police – Employee is provided with a vehicle. The City pays all expenses related to the operation of the vehicle.

Source: Resolution Nos. 86-59, 87-83, 89-195, 91-102, 2005-008, 2013-046

**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, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, and/or Management Leave for full salary continuance. Thereafter, the employee will receive 100% salary plus full benefits continuation for a period of one (1) year.

Source: Labor Code section 4850; Resolution No. 85-54

**WORKERS’ COMPENSATION PREMIUM PAYMENT:**

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

- ❖ That the Workers’ Compensation Appeals Board approves the total settlement, including the 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.

Source: Resolution No. 97-62

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

**MAINTENANCE OF EXISTING BENEFITS:**

All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

**IMPLEMENTATION:**

These benefits 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.

## SUMMARY OF BENEFITS UNREPRESENTED MANAGEMENT

*Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

*The positions of Unrepresented Management are:*

Accessibility Coordinator	Environmental Services Administrator
Administrative Services Manager	Equipment Mechanic Supervisor
Assistant Budget Manager	Facility Coordinator
Assistant City Engineer	Fiscal Services Manager
Assistant Civil Engineer	Grounds Supervisor
Assistant Engineer	Housing Manager
Assistant Parks & Facilities Manager	Human Resources/Risk Management Analyst
Assistant Public Works Services Manager	Information Technology Analyst
Assistant to the City Manager	Information Technology Manager
Associate Civil Engineer	Information Technology Supervisor
Associate Engineer	Management Analyst
Associate Planner	Multimedia Officer
Budget Manager	Parks & Facilities Manager
Building and Code Compliance Manager	Payroll Supervisor
Building Official	Permit & Inspection Supervisor
Capital Improvement Projects Engineering Manager	Permit Center Coordinator
City Clerk	Police Records & Evidence Supervisor
City Planner	Police Technical Services Manager
City Traffic Engineer	Principal Engineer
Civil Engineering Manager	Principal Planner
Clinical Program Manager	Projects Manager
Communications Manager	Public Information Officer
Construction Project Coordinator	Public Safety Dispatch Supervisor
Contracts and DIF Administrator	Public Works Project Manager
Council Liaison	Public Works Services Manager
Crime Prevention & Community Outreach Supervisor	Public Works Supervisor
Community Services, Parks & Recreation Manager	Purchasing Manager
Community Services, Parks & Recreation Supervisor	Revenue Manager
Economic Development Analyst	Risk Manager
Economic Development Manager	Senior Engineer
Emergency Services Coordinator	Senior Human Resources/Risk Management Analyst
Engineering Manager	Senior Information Technology Analyst
Environmental Compliance Coordinator	Senior Management Analyst
Environmental Compliance Supervisor	Senior Planner
	Sewer & Storm Drain Supervisor
	Strategic Initiatives Manager
	Streets Supervisor

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Supervising Building Inspector  
Supervising Code Compliance Inspector  
Supervising Plans Examiner  
Transportation Manager

Utilities Engineering and Operations Manager  
Water Utilities Superintendent  
Water Utilities Supervisor

**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, or otherwise, as determined 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.

Source: Resolution No. 97-62

**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 may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

Source: Resolution No. 97-62

**BENEFIT BANK:**

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

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain

SUMMARY OF BENEFITS  
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in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40,  
2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49,  
2013-046, 2015-054, 2019-050, 2025-039

**BEREAVEMENT LEAVE:**

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A “qualified family member” is defined as 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 Director. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

**BILINGUAL PAY:**

Employees are eligible to receive one hundred and sixty dollars (\$160) per month (except for eligible Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor who receive two hundred and forty dollars (\$240) per month) (paid over 24 pay periods) for verbal fluency in any language, other than English, that the 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 the 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 their 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.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47,  
2000-69, 2006-021, 2006-025, 2025-039

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**CERTIFICATE PAY:**

If a professional certificate is required as part of an employees' job, it will be paid for in the same manner and subject to the same limits as American Federation of State, County and Municipal Employees (AFSCME) employees.

**Certified Access Specialist (CASp)** – Qualifying employees are eligible to receive two hundred and fifty dollars (\$250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

Source: Resolution No. 2025-039

**COMMERCIAL DRIVER'S LICENSE**

Employees who are required to maintain their Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars (\$250) per fiscal year.

Source: Resolution No. 2007-060

**COMPENSATORY TIME:**

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – 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 eighty (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.

**COMPUTER LOAN PROGRAM:**

All non-represented management employees 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 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.

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- ❖ A written agreement between the City and participant is required to participate in this program.

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.

Source: Resolution No. 2025-039

**COST OF LIVING ADJUSTMENT:**

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

- ❖ Effective the pay period after Council approval: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

Source: Resolution No. 2025-039

**COURT APPEARANCE AND STAND-BY COMPENSATION:**

Off-duty employees in the position of Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor 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 spent on stand-by.

Source: Resolution No. 2005-008

**DEATH BENEFIT:**

Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management 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 CalPERS definition, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash-out of the employee's accrued Sick Leave on record.

In the event of an employee death, if said 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.

Source: Resolution Nos. 2000-047, 2000-069

**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**

The City-paid contribution to deferred compensation is two hundred and fifty dollars (\$250) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

**“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, Sick Leave Conversion, Management, Floating Holiday/Compensatory and Holiday Leave 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, 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 towards the employee's Sick Leave bank for the Sick Leave Program calculation.

**“Catch-up”– Vacation Leave**

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.

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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 Sick Leave Conversion, Management, Floating Holiday, Compensatory Time and/or Holiday 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, Vacation, Management, Floating Holiday, Compensatory Time leave hours to contribute this additional amount.

**Defined Contribution Plan - 401(A):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating employee. An employee’s election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

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

Source: Resolution Nos. 98-09, 98-40, 2003-1, 2004-74, 2019-050

**DIRECT DEPOSIT:**

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

Source: Resolution No. 2019-050

**DISABILITY:**

The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the employee’s base salary. Effective on the 61<sup>st</sup> consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee’s base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

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**DISCIPLINARY APPEAL PROCEDURE:**

The City Manager will no longer serve as the Hearing Officer.

Source: Resolution Nos. 98-40, 2005-008

**FLEXIBLE BENEFITS SPENDING PLAN:**

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

Source: Resolution Nos. 2009-043, 2017-049

**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 (1) 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.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47,  
2000-69, Administrative Policy-Floating Holiday Time

**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

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59,  
96-86, 2001-76, 2019-050

**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.

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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 Holidays, Compensatory Time, 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.

**HOLIDAY PAY:**

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Credited with one hundred and fifty-five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. These positions 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. 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.

Upon written request to the City’s Finance Department, payment of holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash-out. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City’s contract with the California Public Employee’s Retirement System.

Except for employees 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 be reimbursed to the City upon termination of their employment.

Source: Resolution Nos. 96-86, 2016-047

**HOLIDAY TIME COMPENSATION BANK:**

When a City-designated holiday is observed on an employee’s scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee’s current hourly rate.

Should the employee separate 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 shall 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.

Source: Resolution Nos. 2016-047, 2025-039

**JURY DUTY:**

It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A “working day” shall be defined as a regularly scheduled day of work for the affected employee.

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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 hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

**LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:**

The City shall pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

**LIFE INSURANCE:**

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

See also Death Benefit Section in this Summary of Benefits.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

**LUNCH (PAID):**

Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors will receive a paid lunch break.

Source: Resolution No. 96-86

**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.

Source: Resolution Nos. 2023-51, 2023-060

**MANAGEMENT LEAVE:**

With exception of Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors, who earn overtime, employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the final payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum.

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Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 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.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69,  
2007-049; Administrative Policy-Management Leave

**MILEAGE REIMBURSEMENT:**

The City agrees to reimburse employees authorized by their Department Head 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 Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

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

Source: Resolution Nos. 96-86, 2025-039

**MILITARY LEAVE:**

Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one (1) year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

**OVERTIME:**

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Are eligible to earn overtime hours. 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 Summary of Benefits.

Also see Regular Rate of Pay Section in this Summary of Benefits.

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**PERFORMANCE EVALUATION:**

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

**PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):**

Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. 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 response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

Source: Resolution Nos. 2000-47, 2025-039

**RECRUITMENT INCENTIVES:**

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon 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.

***NOTE:** Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

**REGULAR RATE OF PAY:**

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor

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

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- ❖ Bilingual Pay
- ❖ Longevity
- ❖ Uniform Clothing/Cleaning Allowance

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime section of this Summary of Benefits.

**REHIRE POLICY:**

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired 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, shall serve the same probationary period that any new hire would otherwise serve and shall be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

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

Source: Resolution Nos. 96-86, 97-62

**RETIREMENT:**

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

- A. 2.7% at age 55 if hired before October 17, 2011, with the single highest year final compensation.
- B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
- C. 2% at age 62 (PEPRA), if entering CalPERS membership on or after January 1, 2013, 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 PERS 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 17, 2011:
  - 1) Employee contribution rate – 8% of reportable compensation.
- B. 2% at 55, if hired on or after October 17, 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.

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86,

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97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30,  
2015-054 and California Public Employee Pension Reform Act  
of 2013 (PEPRA)

**RETIREMENT HEALTH SAVINGS (RHS) PLAN:**

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Beginning January 1, 2021, employees will contribute twenty five dollars (\$25) per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute fifty percent (50%) of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

**SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):**

All adjustments to an employee's salary shall 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 repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

**B. Recovery**

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 situations 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.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

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**SEPARATION FROM CITY:**

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

**SICK LEAVE:**

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90<sup>th</sup> day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month 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 employee unit, 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.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59, 2015-046;  
Administrative Policies-Sick Leave Usage--Examination & Treatment,  
Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members,  
Sick Leave Usage--Pre-Employment Physical Examination

**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 full-time employment with the City. The percentage of Sick Leave Buy Back is:

<b>Completed Years of Service</b>	<b>% of Sick Leave Converted to Compensation</b>
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

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**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 the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

**SICK LEAVE HIRING INCENTIVE:**

New employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the employee for 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.

Source: Resolution No. 2025-039

**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.

Source: Resolution Nos. 87-83, 91-102

**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.

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Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, 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 one hundred twenty (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.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102,  
96-86, 97-62, 2015-054

**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 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 1<sup>st</sup> of each year to participate in this Enhanced Program.

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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.

Source: Resolution Nos. 96-86, 2015-054

**UNIFORM CLOTHING/CLEANING ALLOWANCE:**

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – The City shall provide to affected employees a clothing/cleaning allowance of seven hundred and seventy dollars (\$770) per year. Payment for the total uniform cleaning allowance will be made one time per year. This payment will be in a check separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. If assignment is made to a non-uniformed unit prior to the end of the fiscal year, the employee will be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars (\$770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each employee.

Also see Work Boots and Work Shoes in this Summary of Benefits.

Source: Resolution No. 2006-021

**VACATION LEAVE:**

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

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

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

SUMMARY OF BENEFITS  
UNREPRESENTED MANAGEMENT 2025-2027

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to the Finance Department to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

**VACATION LEAVE BUY BACK:**

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of 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. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 86-59, 2005-008

**VACATION LEAVE CONVERSION:**

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

\*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

**WORK BOOTS/WORK SHOES:**

Supervising Building Inspector and Supervising Code Compliance Inspector - 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. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

Source: Resolution No. 2016-047

**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, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, Management and/or Compensatory Leave Time 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.

Source: Labor Code section 4850; Resolution No. 85-54

SUMMARY OF BENEFITS  
UNREPRESENTED MANAGEMENT 2025-2027

**WORKERS' COMPENSATION PREMIUM PAYMENT:**

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

- ❖ That the Workers' Compensation Appeals Board approves the total settlement, including the 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.

Source: Resolution No. 97-62

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

**IMPLEMENTATION:**

These benefits 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.

## **SUMMARY OF BENEFITS ELECTED OFFICIALS**

*For the positions of Mayor and City Council Member, collectively referred to “Elected Officials” hereafter. Excerpts from relevant State statutes, City Ordinances, and City Council Resolutions are found in this document, and are organized alphabetically by subject matter.*

### **ANNUAL PHYSICAL/WELLNESS:**

Up to one thousand, two hundred dollars (\$1,200) may be provided each fiscal year for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses. An invoice(s) must be submitted from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021, 2025-039

### **BENEFIT BANK:**

Elected Officials 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 for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1<sup>st</sup>. Unused portions of the Benefit Bank will be paid out as earned.

Any Elected Official 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 appointment may result in the City enrolling the Elected Official in the lowest cost medical plan. Such enrollment will remain in effect until the Elected Official 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 Elected Official in lowest cost medical plan. Such enrollment will remain in effect until the Elected Official provides valid opt-out documentation during the next open enrollment period.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40,  
2000-47, 2000-69, 2001-76, 2004-22, 2005-08, 2006-21, 2007-49,  
2013-46, 2015-54, 2019-50, 2025-039

### **BILINGUAL PAY:**

Eligible to receive a one hundred and sixty dollar (\$160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary including sign language, under the following conditions:

SUMMARY OF BENEFITS  
ELECTED OFFICIALS 2025-2027

- a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine Elected Officials' proficiency. Testing and its frequency are at the discretion of the City. An Elected Official must pass the City's competency examination to be eligible for Bilingual Pay.
- b. City Manager Approval: To be eligible to take the City's competency examination, an Elected Official must be recommended by the City Manager. Eligibility for the opportunity to test for Bilingual Pay is solely at the City Manager's discretion and is not subject to administrative appeal or challenge. The City Manager will make their recommendation based on an assessment of the need for the Elected Official to use bilingual skills on the job. If an Elected Official is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the City Manager that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the Elected Official with no right of appeal.

Source: Resolution No. 2025-039

**COMPENSATION/STIPEND:**

A stipend, is paid bi-weekly as follows:

- Mayor - \$3,348.53/month
- Elected Official - \$2,796.26/month

Source: Ordinance No. 2024-011

**COMPUTER LOAN PROGRAM:**

Elected Officials 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 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.

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

SUMMARY OF BENEFITS  
ELECTED OFFICIALS 2025-2027

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

Source: Resolution No. 2025-039

**DEATH BENEFIT:**

Elected Officials are provided with \$250,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management at time of death.

**DEFERRED COMPENSATION PLAN:**

A deferred compensation plan is available for contribution up to the maximum amount allowed each year by federal and state law. A contribution of seven hundred dollars (\$700) is made into the City's selected plan for each Elected Official each month.

Source: Resolution No. 2023-051

**DEFINED CONTRIBUTION PLAN - 401(a):**

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows Elected Officials to tax defer income beyond what is allowed in the 457 Plan. Participation is voluntary. The City contributes \$1 per pay period per participating Elected Official. Election to enroll in the 401(a) Plan is irrevocable.

Source: Resolution Nos. 2003-001, 2004-074

**DISABILITY:**

The City will pay all premiums for a Short/Long Term Disability Program and provide it to all Elected Officials, with a buy-down program to be effective on the 41<sup>st</sup> calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Compensation continuation effective on the 41<sup>st</sup> consecutive calendar day of disability will be at a rate of 100% of the base pay. Effective on the 61<sup>st</sup> consecutive calendar day of disability, compensation continuation will be made at a rate of 66-2/3% of the base pay. The entire benefit period will not exceed five (5) years.

**FLEXIBLE BENEFITS SPENDING PLAN:**

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

Source: Resolution Nos. 2009-043, 2017-049

**LIFE INSURANCE:**

See Death Benefit.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

**LONGEVITY PAY:**

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.

SUMMARY OF BENEFITS  
ELECTED OFFICIALS 2025-2027

- ❖ 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.

Source: Resolution No. 2023-060

**MEDICARE CONTRIBUTION:**

The City will pay the cost of the portion of the Medicare Tax paid by the Elected Official.

**PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:**

Each fiscal year, the City shall reimburse each Elected Official for dues and for related meeting attendance meals for one (1) of the following organizations:

- ❖ Chino Valley Lions Club
- ❖ Rotary Club of Chino Valley
- ❖ Kiwanis Club of Chino
- ❖ Soroptimists Chino Valley

Source: Resolution No. 2025-039

**RETIREE HEALTH SAVINGS (RHS) PLAN:**

Plan participation is suspended for any City of Chino retiree who works in the capacity of a Council Member, per IRS requirements.

**RETIREMENT:**

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

- A. Elected Officials appointed 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. Elected Officials appointed 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. Elected Officials appointed 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

Elected Officials will contribute the “Member” rate of contributions each payroll. All Member 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 appointed before October 16, 2011:
  - 1) Member contribution rate – 8% of reportable compensation.
- B. 2% at 55, if appointed on or after October 16, 2011:
  - 1) Member contribution rate – 7% of reportable compensation.
- C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
  - 1) Member contribution rate – 7.25% of reportable compensation (subject to change).

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

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86,  
97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30,

SUMMARY OF BENEFITS  
ELECTED OFFICIALS 2025-2027

2015-054, California Public Elected Official Pension Reform Act  
of 2013 (PEPRA)

*For Retired Annuitants*

There is no requirement for a retired annuitant to contribute to a 457 Deferred Compensation Plan.

**SEPARATION FROM CITY:**

Elected Officials will be provided a prorated portion of the monthly stipend and Benefit Bank, based on the number of meetings attended during the month of separation.

**TUITION ADVANCE PROGRAM:**

Elected Officials 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 Elected Official's educational expenses.

Affected Elected Officials are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the Elected Official, 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.

Elected Officials agree that upon accepting a tuition advance from the City, the Elected Official 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 Elected Official). In the event

SUMMARY OF BENEFITS  
ELECTED OFFICIALS 2025-2027

that the educational institution attended does not provide the Elected Official with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the Elected Official 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. If an Elected Official 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 Elected Official's next regular payroll check in an amount equal to the amount of tuition funds advanced.

**TUITION REIMBURSEMENT – ENHANCED PROGRAM:**

Elected Officials 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 to verify the number of employees making application for the enhanced benefit. Elected Officials must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1<sup>st</sup> of each year to participate in this Enhanced Program.

It shall remain the individual's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

**VEHICLE ALLOWANCE:**

A vehicle allowance of five hundred dollars (\$500) per month is provided.

Source: Resolution Nos. 2008-52, 2013-46

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

**MAINTENANCE OF EXISTING BENEFITS:**

All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by Elected Officials will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

**IMPLEMENTATION:**

These benefits 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.

## **SUMMARY OF BENEFITS PART-TIME EMPLOYEES**

*Part-time positions can be found in the current Classification and Compensation Schedule – Part-time Positions. Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.*

### **ACTING PAY/ADDITIONAL DUTY PAY:**

1. Acting Pay may be provided to employees who are formally assigned the duties of a higher-level class for an extended period of time, anticipated to be for a minimum duration of two (2) weeks. Such assignment will be confirmed by the processing of a Personnel Action Form (PAF) by the employee's Department Director. 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.
2. Additional Duty Pay may be 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.

Source: Resolution Nos. 2006-021, 2019-050, 2025-039

### **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 Department Director 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.

Source: Resolution Nos. 2019-050, 2025-039

### **BILINGUAL PAY:**

Employees, who are identified as holding status in a "regular" part-time position (as compared to a seasonal or on-call part-time position) are eligible to receive a seventy five dollar (\$75) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than

SUMMARY OF BENEFITS  
PART-TIME EMPLOYEES 2025-2027

English 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.  
**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 their 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.

Source: Resolution No. 99-02

**BREAKS/LUNCH:**

For each five (5) hours worked, a twenty (20) minute paid break period will be provided. For each six (6) hours worked, a thirty (30) minute (minimum) unpaid meal break will be provided.

Source: Employee Handbook

**COMMERCIAL DRIVER'S LICENSE:**

Employees who are required to have a Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars (\$250) each fiscal year.

Source: Resolution No. 2019-050

**COMPUTER LOAN PROGRAM:**

Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week 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 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.

SUMMARY OF BENEFITS  
PART-TIME EMPLOYEES 2025-2027

- ❖ 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.

Source: Resolution No. 2025-039

**COST OF LIVING ADJUSTMENT:**

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

- ❖ Effective the pay period after Council approval: Two percent (2%)
- ❖ Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

All positions will be paid an hourly rate that complies with the minimum wage law.

Source: Resolution Nos. 96-86, 2019-050, 2025-039

**COURT APPEARANCE COMPENSATION:**

Part-time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for court time when the employee is subpoenaed.

Source: Resolution No. 82-05

**DEFERRED COMPENSATION PLAN:**

Employees may voluntarily contribute to the City's 457 deferred compensation program. Contributions will be made to a Roth IRA plan.

Source: Resolution No. 2015-054

**DIRECT DEPOSIT:**

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

Source: Resolution No. 2019-050

**HEALTH INSURANCE (AFFORDABLE CARE ACT):**

Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week are eligible to enroll in the City's health insurance plan upon hire. For part-time employees, whose schedule is assigned to be less than thirty (30) hours per week, hours will be measured on an annual basis. If a part-time employee's hours average thirty (30) hours or more per week during the measurement period, this employee will be eligible to enroll in the City's health insurance plan during open enrollment each year.

SUMMARY OF BENEFITS  
PART-TIME EMPLOYEES 2025-2027

The City will contribute a subsidy amount, which will be calculated based on the employee's hourly rate of pay. The subsidy is calculated at the time of enrollment, and annually thereafter.

The total monthly cost of the health insurance plan chosen by the employee, minus the City's subsidy amount will become the out-of-pocket cost that will be deducted from the employee's pay on a bi-weekly basis. Health insurance premiums will be paid by the employee one month in advance in compliance with insurer's billing.

Source: Resolution No. 2016-047

**HIRING INCENTIVE:**

For difficult to fill positions, new employees may be eligible to receive an incentive of five hundred dollars (\$500) upon hire, and an additional five hundred dollars (\$500) upon their one-year anniversary with Outstanding Performance.

**HOLIDAYS:**

Part-time employees may receive a paid holiday benefit. Part-time employees must meet the following criteria to qualify:

- ❖ Hold a "regular" part-time position and are assigned on a regular and consistent basis to work 20 hours or more per week (as compared to a seasonal or on-call part-time position);
- ❖ Are pre-scheduled to work and the holiday falls on a day of the week in which they would normally be scheduled to work; and
- ❖ Employees must be paid for the regularly scheduled workday which immediately follows a holiday.

The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City. Verification of a part-time employee's eligibility will be conducted by each departments' Management Analyst prior to paying this holiday benefit to ensure compliance with the provision of this benefit.

The City has designated twelve (12) 5-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Employees who work on a holiday will be paid the allowed holiday hours at the straight time hourly rate in addition to their regular worked hours.

Source: Resolution Nos. 97-62, 2001-76, 2005-008

SUMMARY OF BENEFITS  
PART-TIME EMPLOYEES 2025-2027

**LONGEVITY PAY:**

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

- ❖ 10 years of service - \$250 paid in a lump sum at time of anniversary.
- ❖ 15 years of service - \$500 paid in a lump sum at time of anniversary.
- ❖ 20 years of service - \$750 paid in a lump sum at time of anniversary.
- ❖ 25 years of service - \$1,000 paid in a lump sum at time of anniversary.
- ❖ 30 years of service - \$1,250 paid in a lump sum at time of anniversary.
- ❖ 35 years of service - \$1,500 paid in a lump sum at time of anniversary.
- ❖ 40 years of service - \$1,750 paid in a lump sum at time of anniversary.
- ❖ 45 years of service - \$2,000 paid in a lump sum at time of anniversary.

**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 Director 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.

Source: Administrative Policy-Business Related Expenses, Resolution No. 2025-039

**MILITARY LEAVE:**

Part-time employees receive compensation for military leave in compliance with applicable state and federal laws. A part-time employee shall be entitled to return to their City position at the conclusion of the Active Military Duty, as provided by law.

Source: Resolution No. 2001-66

**OVERTIME:**

Part-time employees who work more than forty (40) hours per work week will be automatically paid overtime at time and one-half for all hours worked over the 40 hour per week maximum.

The only exception to this requirement is “seasonal” employees. Seasonal employees may be requested by the City to work more than forty (40) hours per week and will be paid for the hours over 40 at their regular pay rate (not at time and one-half).

Source: Administrative Policy-Compensatory Time and  
Overtime Paid for Part-time Employees

**RECRUITMENT INCENTIVES:**

For recommendation resulting in Sworn Officer hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level.
- ❖ \$4,000 at hire + \$1,000 upon 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.

***NOTE:** Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

**RETIREMENT:**

For Non-CalPERS Members

In 1990, Congress passed the Omnibus Budget and Reconciliation Act (OBRA), which required all local governments to establish a retirement plan for their part-time employees. The City has established a 457 Deferred Compensation Plan, which works as a savings account, to meet this requirement. Employees are required to contribute 7.5% of their pre-tax earnings to the City's 457 Deferred Compensation Plan.

For CalPERS Members

The City has a 3-tier retirement benefit as follows:

***Plan for sworn personnel:***

- A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation.
- B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation.
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with a 3-year average final compensation.

***Plan for non-sworn personnel:***

- A. 2.7% at age 55 if hired before July 1, 2011, with the single highest year final compensation.
- B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
- C. 2% at age 62 (PEPRA), if entering PERS membership on or after January 1, 2013, with a 3-year average final compensation.

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***Sworn and non-sworn personnel:***

Pre-Tax Contribution – All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRC section 414 (h)(2) and PERS guidelines.

The City provides the Fourth Level 1959 Survivor Benefits.

Source: Resolution Nos. 91-69, 2006-021, 2011-30, 2015-054  
California Public Employee Pension Reform Act of 2013 (PEPRA)

***For Retired Annuitants:***

There is no requirement for a retired annuitant to contribute to a 457 Deferred Compensation Plan nor to CalPERS.

**RETIREMENT HEALTH SAVINGS (RHS) PLAN:**

In compliance with IRS regulations, Retirement Health Savings Plan participation will be suspended for any formerly retired City employee who works in the capacity of a part-time employee.

Source: Affordable Care Act

**SALARY:**

***Upon Transfer***

Any part-time employee who transfers to another part-time job assignment, including a concurrent assignment, in a different job classification (where the salary range is less than the current assignment/position), will receive an hourly rate which reflects experience within the new classification at the discretion of the Department Director, or their designee.

Source: Resolution No. 2019-050

**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.

Source: Resolution Nos. 2016-047, 2025-039

**SICK LEAVE:**

All part-time employees (excluding Retired Annuitants)

All part-time employees are credited with forty (40) hours of Sick Leave at time of hire (which may be used after the 90<sup>th</sup> day of employment) and every July 1<sup>st</sup> thereafter. These sick leave hours are capped at 48 hours. These hours will cease to be credited if the part-time employee qualifies for Regular Part-time Sick Leave.

Regular Part-time Sick Leave

To qualify for regular part-time sick leave benefits of five (5) hours per month, part-time employees must meet the following standards:

- ❖ Complete one (1) year of service with the City. During this period, the part-time employee must hold a "regular" part-time position (as compared to a seasonal or on-call part-time position). The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City.
- ❖ Work twenty (20) hours or more per week on a regular and consistent basis (not including overtime).
- ❖ Maintain an overall performance review rating of "Meets Standards", or better, to be reevaluated upon the end of a special evaluation period.
- ❖ In the event that a part-time employee is approved to accrue regular part-time Sick Leave benefits on a monthly basis, and then at some future point, does not meet all of the standards as outlined in this section due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit is required.

Unused Sick Leave will be accumulated and carried over from one year to the next. The maximum accrual of unused Sick Leave is 480 hours. Sick Leave may be used as time off only due to illness. This time may not be sold back to the City.

If a part-time employee is approved to accrue monthly regular part-time Sick Leave benefits, and then at some future point does not meet all the standards as outlined in this section, due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit will be

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required. Upon qualification of Sick Leave benefit, the employee's sick leave bank will be reinstated.

*Part-time Sick Leave upon changing from Full-time to Part-time*

If a full-time employee changes status and becomes a part-time employee, their full-time Sick Leave bank will be cashed out at the appropriate amount based on years of service at the time they become part-time. Any remaining hours will be suspended. These hours are not eligible to be donated to other employees. Employees will be provided a part-time Sick Leave bank of 24 hours which may be used immediately. No further Sick Leave will be earned unless the employee meets the criteria for accruing at the regular part-time Sick Leave rate. If this employee subsequently returns to full-time employment with the City of Chino within one (1) year, the full-time Sick Leave bank will be reinstated. Otherwise, hours remaining in the full-time Sick Leave bank will be removed from the records without further consideration.

Upon notice of resignation or retirement from the City, all 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.

Source: Resolution Nos. 2005-008, 2015-046

**SPECIAL DETAIL PAY:**

Part-time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for assigned contract paid details and all special details including vacation house check, youth ride along, special patrol and special investigations.

Source: Resolution No. 82-05

**UNIFORM - CLOTHING/CLEANING ALLOWANCE:**

Part-time Police Officer and Reserve Police Officer – The City shall provide an annual allowance of \$192.50 which will be paid in August. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Community Services Staff – The City shall provide uniforms as required.

Source: Resolution Nos. 82-05, 2007-049, 2016-047

Also see Work Boots and Work Shoes in this Summary of Benefits.

**WORK BOOTS AND WORK SHOES:**

Eligible employees (Building Inspector, Code Compliance Inspector I/II, Customer Service Representative I/II, Equipment Mechanic, Equipment Mechanic Aide, Equipment Mechanic Trainee, Facilities Worker, Maintenance Worker, Maintenance Worker Trainee, and Storekeeper Aide) will receive a one hundred and fifty dollar (\$150) work boots/work shoes allowance in first paycheck upon hire and annually thereafter on the first paycheck in January. These funds will be used by the employee for the purchase of safety-related work boots or work shoes.

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With supervisor approval, an employee may request compensation for an additional pair of boots/shoes each year. Their Supervisor will be required to inform the Finance Department/Payroll to process an additional payment of one hundred and fifty dollars (\$150).

Source: Resolution No. 2016-047

**WORKERS' COMPENSATION:**

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury, employees will use Accrued Leave, if any, for regular 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 average regular 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 3 days of Accrued Leave used. If hospitalization is required, the first, second, and third days' salary are paid by the City through the Workers' Compensation program.

Sworn Employees receive 100% salary plus benefits continuation for a period of one year.

Source: Labor Code sections 3200-6002;  
Resolution Nos. 85-54, 2016-047

**SAVINGS CLAUSE:**

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

**MAINTENANCE OF EXISTING BENEFITS:**

All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

**IMPLEMENTATION:**

These benefits 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.