



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE
ASSOCIATION

July 1, 2025 to June 30, 2027

**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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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 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

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

New Hires:

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

Recertification:

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

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 41st consecutive calendar day of disability at a rate of 100% of the employee's base salary, with a provision to continue regular benefits and benefit accruals. On the 61st consecutive calendar day of disability, salary continuation is paid at a rate of up to 66-2/3% of salary at time of disability. The entire benefit period will not exceed five (5) years.

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

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

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

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

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



Sarah Contreras, Employee Representative
CONFIDENTIAL

7/16/25
Date



Rosa Olguin, Employee Representative
CONFIDENTIAL

7-16-2025
Date



Linda Reich, City Manager
City of Chino

7-16-25
Date



Theresa Doyle,
Director of Human Resources/
Risk Management

7-16-2025
Date