# AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATON JULY 1, 2025 – JUNE 30, 2027

This Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027 ("CPPEA MOU 2025-27"), is entered into by and between the City of Chino ("City") and Chino Police Professional Employees Association ("CPPEA").

### **RECITALS:**

WHEREAS, CPPEA is the recognized employee organization for all regular, non-sworn, full-time Chino police employees in the City of Chino as identified in the CPPEA MOU 2025-27; and

WHEREAS, CPPEA had agreed to defer 1% of its requested cost of living wage ("COLA") increase from year one to year two of the CPPEA MOU 2025-27 with the understanding that other bargaining groups were doing the same to relieve the immediate fiscal impact of the wage increases on the City, but other bargaining groups have since received the full 3% COLA in the first year of their labor contracts; and

WHEREAS, the labor representatives of the City and CPPEA have determined that changing the implementation schedule of Article 12 on cost of living wage adjustments in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties for uniformity across bargaining units and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have also determined that revising the language of Article 44 on seniority in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the method of determining work schedules and vacation and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have further determined that adding a new Article on notary pay in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide compensation to one employee in the unit designated by the Chief of Police to perform notary duties and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 1 to the CPPEA MOU 2025-27, the parties hereto agree to the following updates and/or amendments made to the current/existing language in the CPPEA MOU 2025-27 and where there is duplicative language or provisions this Amendment No. 1 language supersedes and governs.

### ARTICLE 12. COST OF LIVING ADJUSMENT

# Currently reads as follows:

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%)

# Effective upon approval of the City Council, this Article shall be modified as follows:

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

- ❖ Effective the first pay period beginning July 21, 2025, a three percent (3%) cost of living adjustment (COLA). The City appreciates the union's agreement to defer one percent (1%) into the subsequent contract year but given that such deferment was not universal among employee bargaining groups, the parties agree to implement the full COLA in the first year of the contract as described herein.
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%).

### **ARTICLE 44. SENIORITY**

# Currently reads as follows:

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 the 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.

# Effective upon approval of the City Council, this Article shall be modified by wholly replacing the above with the following:

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 within an employee's established classification with Chino Police Department as defined by the examples below.

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Example 1: If two (2) new personnel in the classification of Police Dispatcher I are hired at the same time, at the same step, then City payroll number (determine alphabetically by last name) will determine seniority with the lower number being senior.

Example 2: If a part-time employee in the classification of Property & Evidence Technician is promoted into a full-time position with the Department, no matter the classification, their seniority date for determining shift work schedules and vacation will start from the date they begin their full-time position and begin their probationary period.

Example 3: If a full-time employee in the classification of Property & Evidence Technician is promoted into a full-time Crime Analyst position with the Department, their seniority date for determining shift work schedules and vacation will start from the date they begin their Crime Analyst position.

The City reserves the right to waive the seniority criteria and determine work shift scheduling and vacation as is necessary and desirable for the needs of the service, under emergency and/or temporary situations. The Chief of Police or their designee will be responsible for determining emergency and/or temporary changes in work schedules for the efficient and effective operational needs of the Department.

## **NEW ARTICLE 67. NOTARY PAY**

The City will provide compensation in the amount of one hundred dollars (\$100) per month for one (1) employee in the unit designated by the Chief of Police 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.

The employee 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 the 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 the Chief of Police and Payroll Division immediately, so the notary pay may be ceased.

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Except as expressly provided for in this Amendment No. 1 to the CPPEA MOU 2025-27, all other provisions of the CPPEA MOU 2025-27 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 1 to the CPPEA MOU 2025-27 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

Fernando Pelaez, Employee Representative Chino Police Professional Employees Association (CPPEA)	Linda Reich, City Manager City of Chino
Date	Date
Leah Green, Employee Representative Chino Police Professional Employees Association (CPPEA)	Terry Doyle, Director of Human Resources/Risk Management City of Chino
 Date	 Date