



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF CHINO

AND

TEAMSTERS LOCAL 1932 UNION

PROFESSIONAL, TECHNICAL AND

CLERICAL BARGAINING UNIT

FOR THE PERIOD OF

JULY 1, 2015 THROUGH

JUNE 30, 2019

MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION (SBPEA)/TEAMSTERS
LOCAL UNION NO. 1932 –
PROFESSIONAL, TECHNICAL AND CLERICAL [A RECOGNIZED EMPLOYEE ASSOCIATION]

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LOCAL UNION NO. 1932 –
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[A RECOGNIZED EMPLOYEE ASSOCIATION]**

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

- A. The San Bernardino Public Employees Association (SBPEA)/Teamsters Local Union No. 1932 Professional, Technical and Clerical, hereinafter referred to as the "SBPEA/Teamsters - PTC", is the recognized employee organization for all regular, full-time Professional, Technical and Clerical employees in the City of Chino, hereinafter referred to as the "City". These employees are collectively referred to as the "employees." The SBPEA/Teamsters - PTC consists of the following position classifications:

Account Clerk I
Account Clerk II
Account Clerk III
Accountant
Accounting Technician
Administrative Secretary
Assistant Planner
Assistant Project Coordinator
Billing Supervisor
Building Inspector
Business Assistance Specialist
Buyer
Cable TV Production Coordinator
Case Manager I
Case Manager II
Clerk Typist I
Clerk Typist II
Code Compliance Inspector
Community Code Technician
Community Services Coordinator
Community Services Supervisor
Deputy City Clerk
Engineering Technician
Environmental Technician
Executive Assistant to the City Council
Executive Secretary
Housing Technician
Human Resources Specialist
Information Technology Specialist
Management Aide
Management Assistant

Management Assistant
Payroll Clerk
Payroll Supervisor
Payroll Technician
Permit Processing Specialist
Permit Technician
Planning Technician
Plans Examiner
Public Works Inspector
Secretary
Senior Accountant
Storekeeper

- B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the SBPEA/Teamsters - PTC 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 SBPEA/Teamsters - PTC.
- C. The authorized representatives of the City and the SBPEA/Teamsters - PTC have reached mutual agreement on wages, hours and other terms and conditions of employment of the employees. The terms of the Agreement have been submitted to the City Council and were adopted.

THEREFORE, the City and the SBPEA/Teamsters - PTC agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2015 through and including June 30, 2019. (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 Agreement). If during the term of this MOU, an increase is extended to any other bargaining unit and/or the City's unrepresented management group, the City agrees to increase the benefit, if available, for SBPEA/Teamsters – PTC members by the same amount to maintain equity with either group, whichever is higher.

1. BENEFIT BANK:

Employees are provided with a Benefit Bank for the purchase of health, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank for the term of this agreement is as follows:

- July 1, 2015: \$1,245 per month
- July 1, 2016: \$1,345 per month
- July 1, 2017: \$1,345 per month
- July 1, 2018: \$1,395 per month

Unused portions of the Benefit Bank, up to a maximum of \$1,195 per month, may be deposited in the employee's deferred compensation account and/or paid out in the employee's regular paychecks as earned. Employees who elect a combination of deferred compensation and pay

out are required to designate a percentage distribution and may make a change to this selection no more often than on a quarterly basis, per fiscal year.

2. BEREAVEMENT LEAVE:

The City will provide a non-accruing bank of 3 days (30 hours) for the bereavement of an immediate family member. An "immediate family member" is defined as a spouse; 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 or grandchild.

An employee (except as noted in the next paragraph) required to travel 300 miles or more to attend to matters related to bereavement of an immediate family member may use, in addition to the 30 hours of Bereavement Leave provided by the City, at the employee's option, an additional 20 hours of leave from the employee's own accrued leave banks.

Employees will be eligible to take up to 5 days (50 hours) Bereavement Leave following the death of a mother, father, sister, brother, spouse or child.

3. BILINGUAL PAY:

\$60.00 per month for verbal fluency in conversational Spanish is provided to employees if they demonstrate their conversational skill in the Spanish language through a competency examination developed and administered by the City.

Employees are eligible for bilingual pay solely at the employee's department director's discretion. The determination by the department director with regard to bilingual pay will be based on an assessment as to the need for the employee to use this skill on-the-job. The decision is not subject to any method of administrative appeal or challenge. In the event that an employee hired on or after July 1, 2000, is approved for bilingual pay, and then at some future point in time changes assignments, classifications, duties, or in any manner 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.

Up to 2 employees may be chosen at the City Manager's discretion to receive a total of \$85 per month for written proficiency and verbal conversational fluency in the Spanish language. The employee(s) must first demonstrate their written proficiency and verbal conversational fluency in the Spanish language through a competency examination developed and administered by the City. Recertification and its frequency remain at the discretion of the City.

4. CALCULATION FOR OVERTIME:

As stated in Resolution 85-54, Article IV, Section 2.C., for purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a workweek will be counted as hours worked.

5. CALL BACK BENEFIT FOR INSPECTORS:

Employees in the classifications of Code Compliance Inspector, Building Inspector and Public Works Inspector who are called back to work during their off duty hours are paid on an hour-per-hour basis at the rate of 1-1/2 times the employee's base rate of pay for actual time worked, with a minimum guarantee of 2 hours pay. Time spent in travel in an assigned City vehicle is considered time worked. Work time does not include time spent in traveling to and from the work site unless a City vehicle has been assigned for purposes of responding to Call Back. The cost for this benefit is to be covered in total in fee charges paid by contractors and developers requesting special after-hours and weekend inspections.

6. CALL BACK TO WORK:

In the event that an employee in the classification of Building Inspector, or Code Compliance Inspector is needed to perform a site inspection outside of regularly scheduled work hours and the employee indicates that he/she is disinterested in performing such work, a qualified management employee will be sought to perform the inspection. If no management employee is available, and a work urgency, business or safety issue necessitates the need for a site inspection outside of regularly scheduled work hours, then the Building Inspector, or Code Compliance Inspector may be ordered back to perform work as needed.

7. COMPENSATORY TIME:

Employees may accrue a maximum of 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 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.

8. COST OF LIVING ADJUSTMENT:

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

- Effective the beginning of the pay period including July 1, 2015: 6%
- Effective the beginning of the pay period including July 1, 2017: 3%
- Effective the beginning of the pay period including July 1, 2018: 3%

The City agrees to conclude a salary survey by August 2019 at which point Teamsters Local Union 1932 and the City shall meet and confer on the results of the survey and implementation.

9. DISABILITY

Effective July 1, 1987, 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 41st 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 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st 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 5 years for accidental injury or sickness, or 2 years for mental and nervous disorders.

10. DISCIPLINARY APPEAL PROCEDURE:

Resolution 2003-11, attached hereto as Exhibit A, serves as the City's disciplinary appeal procedure. It provides that the hearing officer, if other than the City Manager, has the right to make a recommendation, following completion of a disciplinary appeal hearing, that the discipline (as set forth in the notice of the imposition of discipline and upon which the hearing has been convened), be affirmed, modified or reversed. Likewise, if the City Manager serves as the hearing officer, the City Manager has the right to find that said discipline is affirmed, modified or reversed.

11. FLEXIBLE BENEFITS SPENDING PLAN:

A Flexible Benefits Spending Plan will be available for employee contributions in accordance with IRS regulations. The Plan will be established as soon as reasonably practicable.

12. 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 department director serving as ultimate approver of schedules.

13. FLOATING HOLIDAY TIME:

Thirty-five (35) hours of Floating Holiday Time are provided per fiscal year. This time off is selected by the employee with the approval of the Department Director.

Non-probationary employees are allowed to cash-out up to 35 hours of Floating Holiday Time, one time per year, in one set amount of hours, at the employee's discretion, payable at the employee's existing base rate of pay. Payment will be made with the regular payroll check run nearest the request for cash-out, allowing for adequate time for Finance staff to process such request (i.e., minimum of 10 working days prior to request for cash-out). Floating Holiday Time not used or cashed out earlier in the fiscal year will be paid out in the final payroll check of each fiscal year. Employees separating from employment will have Floating Holiday Time credited on a prorated basis (over a 12-month period of time = 2.916 hours per month), and amounts used or cashed out in excess of those due, based on a prorated basis, are owed back to the City upon separation. For example, if an employee cashes out 35 hours of Floating Holiday Time and then separates from employment and would have been paid less than 35 hours of Floating Holiday Time (based on a prorated amount) then the differential will be deducted from the employee's final paycheck or in the event that sufficient funds are not available, in any case, the employee will be responsible to pay back the City within 14 calendar days from the date of separation.

14. HOLIDAYS:

In any instance where a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours will be deposited within an account in the employee's name. The employee is required to initiate contact with his/her supervisor in writing to request authorization to utilize these banked holiday hours. The requested time off must be utilized within 90 calendar days of the initial observation of the holiday.

If the employee fails to make a written request to utilize the banked holiday hours in accordance with the 90 calendar days' time restriction, then the banked holiday hours will be stricken from the employee's account and the employee will be entitled to no cash or other compensation in lieu thereof.

However, if the above-described written holiday utilization request is rejected by a supervisor, then the above-described 90 calendar day period will be extended by 60 calendar days from the date that the 90th calendar day expired. In such case, the employee will make the request for holiday utilization as described above. Rejection by supervision during the 60 calendar days extension period described herein will result in additional 60 calendar days extensions until use of the holiday time is either granted and utilized, or stricken from the employee's account as authorized herein.

However, in any instance where the employee has made a proper and timely written request to utilize a holiday, with said request being denied as described herein, the employee will not be compelled by supervision to utilize the holiday on a day which is unacceptable to the employee. The only circumstance in which an accumulated holiday will be converted to cash, is where the employee separates from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation. In such case, 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.

The City has designated 9 ten-hour holidays and 2 five-hour holidays as follows:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day following Thanksgiving
- 5 hours off on the afternoon of Christmas Eve
- Christmas Day
- 5 hours off on the afternoon of New Year's Eve

*Employees with less than 6 months of City service are ineligible to take or receive pay for Floating Holiday Time.

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. Employees will be paid off for all Floating Holiday Time on record at the time of separation.

15. JURY DUTY:

Employees are compensated for jury service of 10 work days per fiscal year. A "work day" will be defined as a regularly scheduled day of work for the employee.

Notwithstanding the above policy, an employee will be compensated for time spent as a juror or on jury duty in excess of 10 work days in any fiscal year, where the juror produces written documentation of any of the following:

- A. Indication during jury selection by the judge that the trial is anticipated to be of 10 or less days in duration; or
- B. Indication that the employee advised the Court of the City policy limiting compensation to 10 work days; that the employee made it known to the Court that service would be a hardship; and, the Court nonetheless refused to excuse the juror.

Written evidence of the above exceptions to the policy will consist of a transcript of Court proceedings or any other writing signed by the judge which addresses the above issues. A letter from an attorney will not constitute sufficient "written documentation."

With regard to voluntary service on a Grand Jury, it is the policy of the City that no compensation be provided to any such employee, and that there are no exceptions to this policy regarding Grand Jury service.

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 1 hour of actual work time.

16. LIFE INSURANCE:

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

17. MILEAGE REIMBURSEMENT:

Only employees authorized by their department director and who have provided the required vehicle insurance verification are eligible to receive mileage reimbursement.

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

18. MINIMUM PAID LEAVE APPROVAL:

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

19. PAYMENT FOR PERS LONG TERM CARE THROUGH BENEFIT BANK/PAYROLL DEDUCTION:

Employees who are participants in the CalPERS Long Term Care Program may make payments to CalPERS for this benefit from deductions from unspent funds from their Benefit Bank. Additional funds needed to make full payment, if adequate funds are not available after medical, dental and vision premiums are paid, will be deducted from the employee's regular payroll check.

Maintenance of eligibility to participate in the Program will be the sole responsibility of the employee. The City may rescind this benefit upon 30 days written notice to employees.

20. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS:

\$2,000 @ Hire + \$500 @ completion of probation for entry level; \$4,000 @ Hire + \$1,000 @ completion of probation for lateral.

21. 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 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 one exception will be that any employee rehired will have his/her seniority level and leave accrual rates set 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.

22. 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 6 months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two 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 represented more than (50%) fifty percent of the employees in the represented unit, and any other relevant and material facts, including verification that more than (50%) fifty percent 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 filling 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.

23. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE:

An employee is limited to 30 calendar days from service of an adverse document in which to respond to said document placed in his/her 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 and an additional 30 days extension will be granted.

24. RETIREMENT:

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

- A. Employees hired before the contract amendment with PERS 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 PERS effective October 16, 2011 will be enrolled in the 2% at 55 Plan, with a 3-year average final compensation.
- C. PEPR—The Public Employees' Pension Reform Act of 2012 ("PEPRA") became effective January 1, 2013. PEPRA adopts a compulsory formula and mandatory contributions for certain employees that are defined as new members. The term "new member" refers to the following employees:
 1. An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
 2. An employee who was previously an active member in CalPERS through any employer other than the City and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

As a result of PEPRA, retirement benefits will depend on an employee's status as a new member. CalPERS-eligible employees hired before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not new members, as defined above, are referred to as "classic members."

New Members (PEPRA) — The retirement benefit formula for new members is 2% per year at age 62 (2%@62). Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment.

New members are required to pay a portion of the cost of 2%@62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPPRA. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2%@62 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees.

Employer Paid Member Contribution

- Employees hired on or after July 1, 2011 will pay the Member Contribution to PERS.
- Effective July 11, 2011, employees hired before July 1, 2011 will pay 2% of reportable compensation toward their Member Contribution to PERS and the City will pay the remaining 6%.
- Effective July 9, 2012, employees hired before July 1, 2011 will pay an additional 2% of reportable compensation toward their Member Contribution to PERS, for a total of 4% paid by the employee and 4% paid by the City.
- Effective July 6, 2015, employees hired before July 1, 2011 will pay an additional 2% of reportable compensation toward the Member Contribution to PERS for a total of 6% paid by the employee and 2% paid by the City.
- Effective July 3, 2017, employees hired before July 1, 2011 will pay an additional 1% of reportable compensation toward the Member Contribution

All employee paid contributions will be made on a pre-tax basis, in accordance with IRS section 414 (h)(2) and PERS guidelines.

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

25. SALARY ADJUSTMENT:

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

26. SICK LEAVE:

- a) The maximum accrual of unused sick leave for employees is 960 hours. Any employee having in excess of 960 hours of unused sick leave for the period July 1 through June 30 of any year (subject to paragraph (b) herein), 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 the 960-hour limit.

In accordance with the Sick Leave Conversion to Personal Leave provision, the annual amount will be limited to payment of a maximum of 56 hours of unused sick leave. Accrued Sick Leave in excess of 960 hours and in excess of the annual 56 hours maximum for payment will be converted to Personal Leave time.

- b) Employees having in excess of 960 hours of unused sick leave, as of December 1, 1986, will not lose any accrued sick leave hours.

27. SICK LEAVE BUY-BACK PROGRAM:

For non-retirement, non-disciplinary separation, beginning at the completion of (5) five years of continuous full-time City service the City will buy-back accrued sick leave at the following rates:

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

The City will buy-back accrued sick leave at 100% for any service or disability retirement following 5 years of continuous full-time service with the City as the final employer.

28. SICK LEAVE CASH-OUT UPON WORK-RELATED DEATH:

In the event that an employee dies, 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.

29. SICK LEAVE CONVERSION TO PERSONAL LEAVE:

Sick leave may be converted to personal leave in accordance with the following schedule:

<u>A Sick Leave Days (10 hours) Earned</u>	<u>B Annual Sick Leave Days (10 hours) Used</u>	<u>C Personal Leave Days (8 hours) Conversion</u>	<u>D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay</u>
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 960 hours sick leave time.

This section applies to employees who have earned sick leave accrual benefits for one full fiscal year.

Employees with a sick leave accumulation of over 960 hours may convert up to 56 hours of sick leave to cash. This conversion of up to 56 hours of sick leave will take place on an annual basis in June of each year. Accrued sick leave in excess of 960 hours and beyond the 56 hours maximum for conversion will be removed from the records without further compensation.

30. SBPEA/TEAMSTERS - PTC MATTERS/UNION STEWARD RELEASE TIME:

A 250 copy per month photocopy account is established for SBPEA/Teamsters - PTC business. Copies exceeding 250 per month will be paid to the City by the SBPEA/Teamsters - PTC at the current per-copy charge. 24 hours per fiscal year to be used by SBPEA/Teamsters - PTC members, at times authorized by the City and the SBPEA/Teamsters - PTC, to attend to training or other related business in the interest of the SBPEA/Teamsters - PTC. These hours do not accumulate or carry from fiscal year to fiscal year.

SBPEA/Teamsters – PTC is allowed to use City Hall as its corporate headquarters (mailing address and meetings). Permission must be obtained from the City Manager for any SBPEA/Teamsters – PTC fund raising activity conducted on City of Chino property.

Two (2) hours per month of release time will be provided to up to four (4) Union Stewards to attend Union meetings. Advance notice of not less than two (2) work days must be provided to the employee's supervisor that time away from work is needed to attend Union business.

SBPEA Teamster Local 1932 shall notify the City's Human Resources Department of the Union Stewards.

31. SPECIAL ASSIGNMENTS:

Employees will be subject to mandatory transfers into "Special Assignments" to meet the operational needs of the City (excepting positions requiring an official Police Background be conducted, which remain subject to voluntary transfer). 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" he/she has been chosen to fill, a discussion will be held that may include the affected employee, his/her 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 a "Special Assignment" is undetermined; however, an employee, or his/her representative, may periodically request a status report as to the anticipated continuation of his/her "Special Assignment" job.

An employee demonstrating a bona fide inability to perform the duties of the "Special Assignment" (i.e., not performing at a satisfactory or better level) will not be subject to termination if said substandard performance is based on a lack of job skill or a disability.

32. STANDBY PAY:

One hour 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 department director or a designated representative.

33. TRANSFER OF SICK LEAVE HOURS:

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 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.

Any employee, starting at the beginning of the year during which he/she turns age 47, may elect to transfer accrued funds from an existing Sick Leave account directly into the employee's City authorized deferred compensation account. As allowed by the "Catch Up" provision, the employee would be able to access this benefit for a maximum of 3 consecutive years, and for an amount of available Sick Leave funds not to exceed the maximum deferred compensation deposit allowed.

In order 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 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.

As an example, if an employee had earned 960 hours of Sick Leave and chose to defer 20 hours of sick leave per pay period, his/her Sick Leave maximum would decrease by 20 hours per pay period. The employee maintaining his/her personal Sick Leave maximum is still eligible for Sick Leave incentives, such as Sick Leave Conversion and annual Cash-out.

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

34. TRANSFER OF VACATION HOURS:

Employees 47 years of age, or older, may cash-out of their accrued Vacation Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

Any employee, starting at the beginning of the year during which he/she turns age 47, may elect to transfer accrued funds from their existing Vacation Leave account directly into the employee's City authorized deferred compensation account.

As allowed by the "Catch Up" provision, the employee is able to access this benefit for a maximum of 3 consecutive years, and for an amount of available vacation funds not to exceed the maximum deferred compensation deposit allowed.

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 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.

As an example, if an employee had earned 400 hours of Vacation Leave and chose to defer 20 hours Vacation Leave per pay period, his/her Vacation Leave maximum would decrease by 20 hours per pay period.

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.

35. TUITION REIMBURSEMENT:

Effective July 1, 2015, eligible employees who enroll in an accredited college or university degree program, will be provided with tuition reimbursement up to a maximum of \$3,000 per fiscal year upon successfully completing coursework with a minimum grade of "C." Certain "Pass" only courses may be eligible. 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 for Community and Junior Colleges (www.accjc.org), or an institution listed on the Higher Learning Commission (www.ncahlc.org).

Eligibility to receive tuition reimbursement shall be conditioned upon a determination by the Department Director that the major in which a degree is earned and/or a number of substantial earned units which will qualify the individual for a degree, and are in a field of protocol reasonably likely to enhance the employee's job performance or promotional advancement within the City.

The non-probationary status requirement does not pertain to those eligible employees who are considered to hold probationary status due to a promotion into a new position in the City.

Employees agree to complete one year of service with the City from the date of completion of their course work or they will be required to reimburse the City for funds distributed.

Reimbursable expenses will include books, tuition, parking and enrollment fees. Items such as paper, pens, notebooks and printing fees will not be eligible. Health-related fees required of the institution are not eligible.

Any eligible employee enrolled as of June 30, 2015 in a degree program will be grandfathered in with regard to the accreditation requirement. These employees will be required to participate in the Tuition Reimbursement program.

Upon request, an employee may be granted a “hardship waiver” for tuition if he/she acknowledges he/she has a financial hardship to pay for tuition. Should such a waiver be approved, the City will advance the cost of tuition fees only (not including health or other non-tuition fees) up to 75% of the cost of tuition. Within 30 days of completion of the course(s), employee is to provide proof of completion with a grade of “C” or better to Human Resources.

36. TUITION REIMBURSEMENT (ENHANCED PROGRAM):

Effective July 1, 2015, the Tuition Reimbursement (Enhanced Program) has been eliminated.

37. UNIFORMS FOR CODE COMPLIANCE INSPECTORS, BUILDING INSPECTORS, PUBLIC WORKS INSPECTORS AND STOREKEEPER:

Uniforms will be provided for employees in the position classifications of Code Compliance Inspector, Building Inspector, Public Works Inspector and Storekeeper. Employees agree to accept only those uniforms needed and will return any unused uniforms to the City. Refer to Exhibit B for eligibility. Shirts, pants, sweatshirts, jackets and hats shall be returned to the employee’s department supervisor for replacement as needed.

Effective March 2013, the City will report to CalPERS the monetary value for providing and maintaining the employee’s required uniforms. The uniform allowance reported will be derived from the City’s total calendar year costs for providing and maintaining the employees’ uniforms, not to exceed \$1,000 per fiscal year per employee, and will be reported on a bi-weekly basis.

38. VACATION LEAVE:

<u>Months of Completed Service</u>	<u>Annual Vacation Accrual</u>
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)

Maximum accrual of vacation is 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 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.

39. VACATION LEAVE CONVERSION:

Employees who have accrued a minimum of 120 hours of Vacation Leave may convert a maximum of 80 hours of Vacation Leave to pay, calculated at their November 1 hourly base rate of pay. Prior to conversion, 40 hours of accrued Vacation Leave must have been taken as time off during the preceding calendar year. The cash-out will be paid with the second paycheck in November of each year. Note: usage requirement waived for “activated” military personnel.

40. WORK BOOTS AND WORK SHOES:

Eligible employees (Public Works Inspectors, Building Inspectors, Environmental Technicians, Code Compliance Inspectors, and Storekeepers) will receive a \$250 boot allowance on their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes.

41. 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%) ten percent 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.

Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered will not apply if an employee elects to be represented by legal counsel. Representation is a legal right recognized by statutory law. The premium benefit, however, 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.

42. 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 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 12 months. If the disability extends for a period beyond 14 calendar days, the City will credit the employee for the first 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.

43. 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 SBPEA/Teamsters - PTC will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

44. 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 the SBPEA/Teamsters – PTC or determined by a court of law to be unlawful.

45. 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 approval by the City Council.

SBPEA/Teamsters - PTC proposals for the next Agreement are due to the City no later than April 15 of each year.

[SIGNATURES ON FILE WITH UNION AND CITY]

Bridgette Washington, Labor Relations Representative
SBPEA (Professional, Technical and Clerical)

Matthew Ballantyne, City Manager
City of Chino

Date

Date

Lizzet Avalos, Employee Representative
SBPEA/Teamsters Local 1932
(Professional, Technical and Clerical)

Anthony Arroyo
Director of Human Resources/RM

Date

Date

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433 NORTH SIERRA WAY, SAN BERNARDINO, CA 92410 ~ (909) 889-8377

“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to ask for union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request union representation.