

**MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE TEAMSTERS LOCAL 1932
PROFESSIONAL, TECHNICAL AND CLERICAL UNIT
(A RECOGNIZED EMPLOYEE UNION)**

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

- A. The Teamsters Local 1932 Professional, Technical and Clerical Unit, hereinafter referred to as the “Teamsters PTC Unit”, 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 current positions of the Teamsters PTC Unit can be found in the current Classification and Compensation Schedule – Non-Management Positions.

Account Clerk I/II/III (Except PD)	Engineering Aide
Accountant	Engineering Technician
Accounting Technician	Environmental Technician
Administrative Secretary (Except PD)	Executive Assistant
Asst. Homeless Outreach Coordinator	Executive Secretary
Assistant Planner	Homeless Outreach Coordinator
Assistant Project Coordinator	Management Aide
Billing Supervisor	Permit Processing Specialist
Building Inspector	Permit Technician
Cable TV Associate	Planning Technician
Cable TV Production Coordinator	Plans Examiner
Case Manager I/II	Police Academy Trainee
Clerical Aide	Police Recruit
Clerk Typist I/II	Public Works Inspector
Code Compliance Inspector	Public Works Lead Inspector
Code Compliance Technician	Senior Accountant
Community Services Coordinator	Senior Building Inspector
Community Services Specialist	Storekeeper
Community Services Supervisor	Storekeeper Aide

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

THEREFORE, the City and the Teamsters PTC Unit agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2023, through and including June 30, 2025. (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 20 consecutive work days or for 20 non-consecutive work days in a 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 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 20 consecutive work days or 20 non-consecutive work days in a 90 calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

See also Special Assignment Section of this MOU.

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

3. ASSOCIATION MATTERS/UNION STEWARD RELEASE TIME:

A 250 copy per month photocopy account is established for Teamsters PTC Unit business. Copies exceeding 250 per month will be paid to the City by the Teamsters PTC Unit 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 the Teamsters PTC Unit, at times authorized by the City and the Teamsters PTC Unit. These hours do not accumulate or carry over from one fiscal year to the next.

The Association 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 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 from work is needed to attend Union business.

Teamster Local 1932 shall notify the City's Human Resources/Risk Management Department of the names of the Union Stewards.

4. ASSOCIATION REPRESENTATION - REQUEST FOR DECERTIFICATION:

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

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

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

Such proof will be submitted for verification to the Director of Human Resources/Risk Management. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within 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. Benefit bank change will become effective December 1, 2023. The Benefit Bank amount will be adjusted when new rates become effective December 1, 2024. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

See also Regular Rate of Pay Section in this MOU.

6. BEREAVEMENT LEAVE:

The City will provide a non-accruing bank of five (5) days (50 hours) for the bereavement of an immediate family member. An "immediate family member" is defined as a spouse; domestic

partner, parent; sibling; child; step-child; mother-in-law; father-in-law; brother-in-law; sister-in-law; daughter-in-law; son-in-law; grandparent or grandchild.

7. BILINGUAL PAY:

Employees are eligible to receive a \$100 allowance per month (except eligible Code Compliance Inspectors who receive \$160 per month) paid over 24 pay periods for verbal fluency in any language other than English that their Department Director deems necessary, including sign language, under the following conditions:

- a. Certification: A competency examination will be developed and administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
- b. 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. In the event that an employee is approved for bilingual pay, then later changes assignment, classification, job duties, or is transferred or promoted, in any manner, a determination may be made by the 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.

An additional \$50 bilingual allowance per month may be granted if the employee's Department Director determines that the employee uses bilingual skills on an ongoing and consistent basis. The Department Director makes this determination and there is no right of appeal.

8. 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.

9. CALL BACK TO WORK:

In the event that an employee in the classification of Building Inspector, Public Works Inspectors, 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, Public Works Inspectors, or Code Compliance Inspector may be ordered back to perform work as needed.

10. CERTIFICATION PAY:

Qualifying employees are eligible to receive \$100 allowance per month (paid over 24 pay periods) if they have a current Certified Access Specialist (CAsp) certificate.

11. 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 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.

12. COMPUTER LOAN PROGRAM

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

13. COST OF LIVING ADJUSTMENT:

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

- ❖ Effective the beginning of the pay period including July 1, 2023: 4%
- ❖ Effective the beginning of the pay period including July 1, 2024: 4%

For any part-time position that receives a mandated wage increase (due to the minimum wage law), the full-time position will receive the same increase.

14. 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 (5 year's of CalPERS service and at least age 50), Sick Leave will be paid to the employee's beneficiary(ies) at 100% cashout 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.

15. DEFERRED COMPENSATION PLAN:

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

“Catch-up” Provision

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

“Catch-up” - Sick Leave

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

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

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

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

“Catch-up” hours advanced will be counted for 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 Time) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee’s leave balance would then decrease commensurately with the amount of funds withdrawn.

“Age 50+ Catch-up”

In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year. Employees may use accrued Sick, Floating Holiday, Sick Leave Conversion, Compensatory and/or accrued Vacation Leave hours to contribute this additional amount.

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

16. DIRECT DEPOSIT:

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

17. 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. 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 with a provision to continue regular benefits and benefit accruals. The entire benefit period will not exceed five (5) years.

18. DISCIPLINARY APPEAL PROCEDURE:

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

19. FLEXIBLE BENEFITS SPENDING PLAN:

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

20. FLOATING HOLIDAY TIME:

Employees are provided with 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 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 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 14 calendar days from the date of separation.

21. HOLIDAYS:

The City has designated 12 ten-hour holidays as follows:

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

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. Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday.

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 their supervisor in writing to request authorization to utilize these banked holiday hours. The requested time off must be utilized within the equivalent of 90 days after said hours appear in the employees' leave bank.

If the employee fails to make a written request to utilize the banked holiday hours in accordance with the 90 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 day period will be extended by 60 calendar days from the date that the 90th 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 their 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.

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:

- 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.

22. 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.

23. 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.

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.

24. LEAVE APPROVAL:

Employees are guaranteed to receive approval from supervisor(s) for paid leave of 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.

25. LIFE INSURANCE:

Employees are provided with \$100,000 in life insurance coverage. Also see Death Benefit Section of this MOU.

26. LONGEVITY PAY:

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

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

Employees will receive a one-time payment upon adoption of this Memorandum of Understanding if having already reached one of the anniversaries above. For example, if an employee has worked for the City for 31 years, employee would receive a one-time payment of \$2,000. Upon reaching their 35 year anniversary, employee would receive Longevity Pay of \$2,500.

27. 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.

28. OVERTIME:

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-1/2) times the employee’s base rate of pay unless otherwise specified in this Memorandum of Understanding.

Also see Regular Rate of Pay Section this MOU.

29. 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.

30. 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
- ❖ Certification Pay
- ❖ Longevity Pay
- ❖ Special Assignments Pay
- ❖ Stand by Pay
- ❖ Work Boots & Work Shoes

For purposes of calculating the total hours actually worked in the work period, all hours taken as leave during the work period will continue to be deducted from total number of hours actually paid.

Also see Overtime Section in this MOU.

31. 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.

32. 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 their Personnel File. If the employee, or the employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional 30 days extension will be granted.

33. 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 CalPERS will be made on a pre-tax basis, in accordance with IRS section 414 (h)(2) and CalPERS guidelines:

- A. 2.7% at 55, if hired before October 16, 2011:
 - 1) Employee contribution rate – 8% of reportable compensation.
- B. 2% at 55, if hired on or after October 16, 2011:
 - 1) Employee contribution rate – 7% of reportable compensation.
- C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013
 - 1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

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

34. SAFETY INCENTIVE FOR PUBLIC WORKS INSPECTORS:

All Public Works Inspectors (PWI), upon completion of safety training, will be eligible for a safety incentive. For any three (3) month period, using the quarters of July – September; October – December; January – March; April – June, that all PWI as a group do not experience any work-related illness or injury, except for that requiring first aid treatment, will qualify the group to receive one-half day off within thirty (30) days after the end of the quarter. Affected employees will receive paid time off equal to five (5) hours. This paid time off will be placed in a leave bank which may be used at a time of the employee's choosing within a one (1) year period. Any hours remaining in this leave bank after a one (1) year period will be removed from the records without further consideration. This leave bank is not eligible to be converted to cash at any time. This incentive is tied to the American Federation of State, County and Municipal Employees (AFSCME). Should any member of AFSCME experience a work-related illness or injury, PWIs will not be eligible for the one-half day off. Injuries that arise out of no-fault by the City employee

will not affect this incentive. “No fault” will be determined by the Director of Human Resources/Risk Management after reviewing recommendations from the Deputy Director of Development Services and/or the Public Works Services Manager.

35. 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.

36. SCHEDULE:

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.

37. SEPARATION FROM CITY:

At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment through the use of leave time one (1) pay period beyond that day on which the employee actually reports to work.

38. SICK LEAVE:

Upon hire, employees will be credited with 30 hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of 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 10 hours of Sick Leave per month to a maximum accrual of 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.

39. SICK LEAVE HIRING INCENTIVE:

For difficult to fill positions, a new employee may be credited with up to 200 hours of Sick Leave so long as the prior employer did not compensate the employee for these Sick Leave hours at this amount proposed or greater.

40. 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.

41. 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 1,080 hours Sick Leave limit.

42. SICK LEAVE PROGRAM:

Employees having in excess of 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 960 hours, up to a maximum of 56 hours.

43. 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” they have been chosen to fill, a discussion will be held that may include the affected employee, their representative, the Director of Human Resources/Risk Management and any other relevant party.

An employee will experience no change in compensation if the “Special Assignment” is deemed to be set at a lower pay grade than the employee is currently earning. If an employee is placed in a position at a higher pay grade than the employee is currently earning, this will be deemed to be “Acting Duty” and will be compensated in accordance with the City’s rules regarding “Acting Duty” status. The period over which “Acting Duty” can be continued will not be limited by the timeline set in the Personnel Rules. An employee on “Special Assignment” will not be placed on probationary status. The length of time to be worked in a “Special Assignment” is undetermined; however, an employee, or their representative, may periodically request a status report as to the anticipated continuation of their “Special Assignment” job.

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

44. STANDBY PAY:

One (1) 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 their Department Director or a designated representative.

45. 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 \$3,500 per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee’s educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

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

Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

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

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

46. TUITION REIMBURSEMENT – ENHANCED PROGRAM:

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

47. UNIFORMS FOR CODE COMPLIANCE INSPECTORS, BUILDING INSPECTORS, PUBLIC WORKS INSPECTORS, COMMUNITY SERVICES STAFF AND STOREKEEPER:

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

A “bulletproof vest” will be provided to Code Compliance Inspectors upon request.

See also Work Boots and Work Shoes.

48. VACATION LEAVE:

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 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 400 hours will not be removed from the records.

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

49. VACATION LEAVE BUY BACK:

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of 400 hours, will be paid at the employee’s existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back.

50. 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 per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee’s hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off. Note: usage requirement waived for “activated” military personnel.

51. WORK BOOTS AND WORK SHOES:

Eligible employees (Public Works Inspectors, Building Inspectors, Environmental Technicians, Code Compliance Inspectors, and Storekeepers) will receive a \$300 allowance in their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes. This compensation is not reportable to PERS as special compensation.

52. 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 12 months. If the disability extends for a period beyond 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.

53. 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.

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

55. 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 Teamsters PTC Unit or determined by law and/or a court of competent jurisdiction to be unlawful.

56. 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.

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

Memorandum of Understanding
Teamsters PTC Unit July 1, 2023 - June 30, 2025

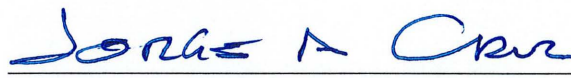
Signatures on following page.

Memorandum of Understanding
Teamsters PTC Unit July 1, 2023 - June 30, 2025



Juan Delgado, Labor Relations Representative
Teamsters Local 1932
Professional, Technical and Clerical Unit

7/13/23
Date



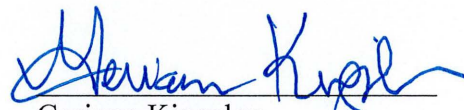
Jorge Cruz, Employee Representative
Teamsters Local 1932
Professional, Technical and Clerical Unit

7/13/23
Date



Linda Reich, City Manager
City of Chino

7-13-23
Date



Geriann Kingslan
Director of Human Resources/
Risk Management

7/13/23
Date

EXHIBIT A - UNIFORMS FOR NON-SERVICES EMPLOYEES (TEAMSTERS)

	Public Works Inspector	Building Inspector	Code Compliance Inspector	Storekeeper & Storekeeper Aide	Community Services Staff
Required Uniforms	Combination of up to 5 shirts; combination of up to 5 pants/shorts (flat front pants, flat front shorts, uniform long pants, or uniform shorts); 1 hat; 1 sweatshirt; 1 jacket.	Combination of up to 5 shirts; combination of up to 5 pants/shorts (flat front pants, flat front shorts, uniform long pants, or uniform shorts); 1 hat; 1 sweatshirt; 1 jacket.	Combination of up to 5 shirts; combination of up to 5 pants/shorts; 1 hat; 1 jacket.	Combination of up to 5 shirts; combination of up to 5 pants/shorts; 1 sweatshirt; 1 jacket.	1-2 Camp T-shirts as needed; 1 jacket and 1 hat as determined by the department. Employee to provide own pants and/or walking length shorts in khaki for special events.
Polo Shirts Color to be determined by department.	Up to 5 (combined)	Up to 5 (combined)	N/A	Up to 5 (combined)	1-2 as needed
Long Sleeve Button Down Shirts Color to be determined by department.	Up to 5 (combined)	Up to 5 (combined)	N/A	N/A	N/A
Short Sleeve Button Down Shirts Color to be determined by department.	Up to 5 (combined)	Up to 5 (combined)	N/A	N/A	N/A
Pants/Shorts	Up to 5 (combined)	Up to 5 (combined)	N/A	Up to 5 (combined)	N/A
Hats Approved hats include straw for summer, navy blue or tan (regular bill), navy blue (large bill), or wide brim cloth hats. Embroidery to identify employee's department, division or "Team Chino" for Community Servies staff.	1 as needed	1 as needed	1 as needed	1 as needed	1 as needed
Jackets Type of jacket will be based on employee's department and duties. Embroidery to include City logo on left sleeve or patch as determined by department on right sleeve.	1	1	1	1	1 as needed
Sweatshirt Color to be determined by department.	1	1	N/A	1	N/A
Poly Uniform Shirts	N/A	N/A	Up to 5 (combined)	N/A	N/A
Black Poly Pants	N/A	N/A	Up to 5 (combined)	N/A	N/A
Uniform Dress Belt	N/A	N/A	1	N/A	N/A
Camp T-Shirt	N/A	N/A	N/A	N/A	1-2 as needed

1. Staff will try on samples each year before an order is placed for proper fit.
2. All Departments will notify HR as changes occur to uniforms based on work-related considerations. HR will update list and notify other departments of changes.