



**Memorandum of Understanding
Between
The City of Chino Hills
And
Chino Hills Supervisors' Association**

September 1, 2024 through August 31, 2027

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CITY OF CHINO HILLS**MEMORANDUM OF UNDERSTANDING
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PURPOSE OF CONTRACT

This Memorandum of Understanding is entered into pursuant to applicable provisions of state law and local ordinance between the City of Chino Hills, (hereinafter referred to as "City"), and the Supervisory Employees Unit of the Chino Hills Supervisors' Association, (hereinafter referred to as "CHSA") and is the result of negotiations concerning wages, hours and other terms and conditions of employment. The parties mutually agree that they have met and conferred in good faith exchanging various proposals in an attempt to reach agreement.

The parties to this Memorandum of Understanding affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of City business, and amicable employer-employee relations.

**ARTICLE 1:
RECOGNITION**

The City does hereby recognize the Chino Hills Supervisors' Association as the exclusive authorized employee organization representing all regular employees in the classifications listed below, as well as employees in such classes as may be added to this listing hereafter by the City.

Classifications:

Code Enforcement Supervisor
Capital Projects & Facilities Superintendent
Parks & Open Space Supervisor
Public Works Inspection Supervisor
Street Maintenance Supervisor
Wastewater Collection Supervisor
Water Distribution Supervisor
Water Production Supervisor

**ARTICLE 2:
CITY MANAGEMENT RIGHTS**

All management rights shall remain vested exclusively with the City except those which are clearly and expressly limited or explicitly eliminated by this Memorandum. It is recognized merely by way of illustration that such management rights include, but are not limited to:

- (a) The right to determine the mission of the City and the right to define work units.
- (b) The right of full and exclusive control of the management of the City; supervision of all operations; determination of the methods, means and personnel required to perform any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.
- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means, equipment or facilities.
- (e) The right to prescribe qualification for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time; to transfer, reassign, or lay off employees; to determine the content of job classifications; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

**ARTICLE 3:
EMPLOYEE RIGHTS**

The following are employees' rights:

- (a) The rights of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing

authority, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.

- (d) The rights of CHSA, upon its request and prior to implementation, to discuss with City management any change in terms or conditions of employment which results in an impact on employees, except in emergencies.

ARTICLE 4: WORK DISRUPTION

The parties to this Memorandum agree that no work disruptions of any kind shall be caused or sanctioned by CHSA during the term of this Memorandum. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operations of the City; or any other form of concerted work action. CHSA shall discourage any such work disruptions and shall make positive efforts to return employees to their jobs.

The participation of any employee in a concerted work action against the City shall be grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the City during the term of this Memorandum, unless conditions herein are violated.

ARTICLE 5: SALARY ADJUSTMENT

Effective September 1, 2024, employees within this bargaining unit will receive a 5% base salary increase.

Effective September 1, 2025, employees within this bargaining unit will receive a 5% base salary increase.

Effective September 1, 2026, employees within this bargaining unit will receive a 5% base salary increase.

When a salary adjustment or reclassification results in a lower maximum rate of pay for the employee, the employee shall be "Y-Rated" at the salary level he/she has earned up to that time. This protects the employee from an actual decrease in salary, although he/she may not receive an increase until such time as the maximum salary rate for the new salary range or class exceeds the previously attained rate.

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

For purposes of this Memorandum, base salary range shall mean the salary range assigned to a specific classification as provided in this Article. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Memorandum as appropriate. Salary ranges shall be those provided in Appendix A.

Survey Cities include: Brea, Chino, Claremont, Corona, Covina, Diamond Bar, Glendora, Montclair, Ontario, Pomona, Rancho Cucamonga, Upland, and Yorba Linda.

ARTICLE 6: PROBATIONARY PERIOD

Section 1. Probationary Period: All original appointments shall be subject to a probationary period of twenty-six (26) pay periods (approximately one year). Promotional appointments shall be subject to a probationary period of thirteen (13) pay periods (approximately six months). The City Council may, by resolution, establish a longer probationary period for specified classes, according to class of position, prior to the time of appointment. During the probationary period, the supervisor shall review, examine and monitor the conduct, capacity, efficiency, skill, responsibility, integrity and effectiveness of an employee to determine whether the employee is fully qualified for employment in classification and position to which the employee has been appointed.

Section 2. Original Probationary Period: A Work Performance Evaluation will be given at the conclusion of twelve (12) pay periods or the sixth month, and again after twenty-six (26) pay periods or the twelfth month following an original appointment.

Section 3. Extension of Probationary Period: A Department Head may recommend an extension of the probationary period in increments of three (3) pay periods with a maximum extension of thirteen (13) pay periods.

Section 4. Rejection of Probationary Employees: A Department Head may recommend termination of a probationary employee during the original probationary period, to the Personnel Officer. Such terminations are not subject to review or appeal, unless otherwise required by law.

Section 5. Promotional Probationary Periods: An employee who is promoted will be given a Work Performance Evaluation at the conclusion of twelve (12) pay periods or the sixth month, following a promotion. A promoted employee who has attained regular status in another classification of City employment who does not successfully complete the probationary period in the promoted class shall be returned to the former classification or a comparable classification, without right to review or appeal.

**ARTICLE 7:
EVALUATION APPEAL PROCEDURE**

An employee may file a written response to a Work Performance Evaluation, regardless of the overall rating, within thirty (30) working days, which will be placed with the evaluation in the employee's personnel file.

**ARTICLE 8:
ATTENDANCE AND LEAVES**

Section 1. Vacation Leave: Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If an employee has exhausted sick leave, vacation may be used for sick leave upon request of the employee and with approval of the Department Head. All regular employees shall be entitled to use accrued vacation leave thirteen (13) pay periods after original appointment.

- (a) Employees shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned.

Length of Service From Benefit Date	Annual Vacation Allowance	Maximum Accrual
After 13 through 104 Pay Periods	80 Hours 3.0769	160 Hours
Over 104 and through 234 Pay Periods	120 Hours 4.6153	240 Hours
Over 234 Pay Periods	160 Hours 6.1538	320 Hours

- (b) Waiver of Maximum Accrual must be requested by the Department Head and approved by the City Manager, for a period not to exceed thirteen (13) pay periods per fiscal year. If at the end of the waiver period the maximum accrual amount is exceeded, vacation accrual for the affected employee will stop. No further vacation leave will be accrued until the employee's vacation leave balance is below the maximum accrual amount. In the event that the failure to utilize vacation past the thirteen pay period waiver is due to the City's inability to allow an employee to take vacation (as opposed to an employee's delay and/or failure to request vacation time off), the employee may, with City Manager authorization, continue to accrue vacation.

- (c) The minimum charge against accumulated vacation leave shall be fifteen (15) minutes or multiples thereof. Vacation leave shall be compensated at the employee's base rate of pay.
- (d) The time during a calendar year at which an employee may take his vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the City. Employees who terminate shall be paid the salary equivalent to all accrued vacation earned.
- (e) All vacation leave requests shall be made in as much advance notice as possible, and prior approval must be given by the employee's supervisor and Department Head. When circumstances warrant and advance notice is impractical, Department Heads may approve the use of vacation leave for emergency absences. If an employee does not request time off in advance and simply does not show up for work, the Department Head may deny the use of vacation time or any leave accruals, and said employee may be subject to disciplinary action.
- (f) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.
- (g) Employees not planning to return to work at the expiration of a vacation leave except those retiring shall be compensated in a lump sum payment for accrued vacation at their base rate of pay at the time of termination. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave, as permitted by law.

Section 2. Vacation Leave Cash Out Program: Employees are eligible for the Vacation Leave Cash Out Program and may cash out up to 40 hours of accrued vacation leave on an annual basis. After the cash out, the employee must have a minimum of 80 hours of vacation leave remaining on the books.

- (a) The program will run each year, from Pay Period 12 to Pay Period 11.
- (b) Vacation Leave Cash Out shall be at the employee's base rate of pay that is in effect at the time of cash out.
- (c) A paycheck will be distributed to the employee on or about the pay date for Pay Period 11.

Section 3. Sick Leave: Sick leave is defined to mean the authorized absence from duty of any employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment. Sick leave may also be taken to care for a family member, which include spouse, registered domestic partner, child, sibling, parent, grandchild, grandparent or designated person, who requires the attention of the employee. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability.

- (a) Employees shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned.
- (b) The minimum charge against accumulated sick leave shall be fifteen (15) minutes or multiples thereof. Approved sick leave with pay shall be compensated at the employee's base of rate of pay.
- (c) Unused sick leave shall be accrued to a maximum total not to exceed 1,000 hours. Absence or illness may not be charged to sick leave if not already accumulated.
- (d) The Department Head may require a physician's certificate if the employee is absent for more than three days or at any time, if the Department Head, with reasonable cause, suspects misuse of sick time. In order to receive compensation while absent from duty on sick leave, the employee must notify his/her immediate supervisor or Department Head prior to, or within one half hour after the time set for the beginning of his/her regular duties. The Department Head may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted. The Department Head may also designate a licensed physician to conduct a physical examination, and such examination shall be conducted at City expense. Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Head, with reasonable cause, the employee has abused such privileges.
- (e) If an employee does not report to work and does not notify his/her immediate supervisor or Department Head within one half hour, use of sick leave may be denied for the unauthorized time off, and the employee may be subject to disciplinary action. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, misrepresentation, or violation of the rules defined herein shall be constructed as grounds for disciplinary action up to and including termination.

Section 4. Sick Leave Incentive Program: Employees in regular positions are eligible for the Sick Leave Incentive Program. Sick leave is earned at the rate of 3.69 hours per pay period, for a possible total maximum of 96 hours per calendar year. Sick leave used during each calendar year will be charged against the current year accrual "bank".

- (a) The program will run each year, from Pay Period 25 to Pay Period 24.
- (b) At the conclusion of Pay Period 24 of each year, the City will determine the amount of used sick leave for each regular employee in the current year accrual "bank". If the employee has used less than 45 hours of sick leave, the employee is eligible to cash out any sick leave unused in that calendar year, at the employee's option. After the cashout, the employee must have 200 hours of sick leave remaining on the books. If the employee has used 45 or more hours that year, the employee must add it to the sick leave accruals, and is not eligible to cash out any unused sick leave accruals.
- (c) If the employee is eligible and elects to cash out the sick leave accruals, a paycheck will be distributed to the employee on or about the Pay Date for Pay Period 24.

Section 5. Sick Leave Conversion: Upon retirement or separation of service, employees in regular positions with continuous service from date of hire in a regular position or the estate of a deceased employee will be paid unused sick leave balances according to the following formula:

Sick Leave Balance As of Date of Separation	10 years and up to 20 years of service Cash Payment % of Hours of Sick Leave Balance	20 or more years of service Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%	50 %
481 to 600 Hours	35%	50%
601 to 720 Hours	40%	50%
721 to 840 Hours	45%	50 %
841 to 1,000 Hours	50%	50 %

- (a) Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances.

Section 6. Occupational Injury or Illness Leave: Whenever a person is compelled to be absent from employment with the City on account of injury or illness arising out of or in the course of that employee's employment as determined pursuant to the provisions of the California Labor Code, the employee may elect to apply pro-rated accrued sick leave, if any, to such, absence to receive compensation of an amount of the difference between the compensation received under the Workers' Compensation Act and that of the employee's regular pay, not to exceed the amount of the employee's earned sick leave. An employee in such instance may also elect to use any earned vacation time in like manner after sick leave is exhausted. Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first twenty-four (24) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code.

Section 7. Bereavement Leave: The City provides up to, three (3) days of paid bereavement leave per occurrence in the event of death of a spouse, registered domestic partner, child, sibling, parent, parents-in-laws, grandchild, or grandparent of a full-time employee. An additional two (2) days of bereavement sick leave may be used to supplement bereavement leave, for a total of five (5) days. Bereavement leave must be completed during the three (3) months after the death of the person for whom the employee is taking leave. Bereavement leave need not to be taken as consecutive days.

In the event of the death of other relatives and with City Manager approval, five (5) days of bereavement sick leave may be used per occurrence for the death of aunts, uncles, or other individuals related by blood or marriage.

Section 8. Jury Duty and Witness Leave: If a regular employee is subpoenaed for jury duty, such employee shall receive regular pay while actually performing jury service up to a maximum of thirty (30) workdays per each jury duty subpoena. The City Manager has the discretion to approve additional days of jury duty leave. Amounts received by such employee as payment for service as a juror and mileage paid to the employee as a juror shall not be considered as a reimbursable item to the City. Employees will be required to provide a Jury Duty Certification form to their supervisor, to be attached to their time sheet for that pay period.

Employees shall report to work prior to serving jury duty if the employee would be able to work at least 2 hours after allowing for reasonable travel time.

Employees shall report to work after serving jury duty if the employee would be able to work at least 2 hours after allowing for reasonable travel time.

Employee may request to use leave time rather than reporting to work prior to or after serving jury duty.

Employees shall be granted leave when subpoenaed to testify as a witness in a case involving their actions and/or observations while working as a City employee. Leave time shall not be charged against leave accruals and the employee shall be compensated at the employee's base hourly salary rate. This benefit shall not apply in any case, in which the subpoenaed employee is a party to the action. Employees absent from work due to Jury Duty or Witness Leave must daily notify their immediate supervisor or Department Head of the status of their leave.

Section 9. Leave of Absence Without Pay: The City Manager may grant a regular employee a leave of absence without pay, benefits, or continuation of seniority for a period not to exceed one year. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge. Such leave of absence shall not be counted as a break in service for purposes of satisfying the continuous employment requirement as regards vacation allowance.

- (a) Department Heads may grant an employee leave of absence without pay for a period not to exceed one calendar week. Such leave shall be reported to the City Manager.
- (b) An employee on leave of absence without pay does not accrue sick leave, vacation time, or receive benefits while on leave. Such employee does not lose or forfeit any sick leave or unpaid vacation time that had been accumulated prior to granting the leave.

Section 10. Military Leave: Military leave shall be granted to City employees in accordance with the provisions of current federal and state law.

Section 11. Political Leave: Political leave shall be granted, to any employee who is a declared candidate for a public office, subject to the provisions of this Article.

Section 12. Family Medical Leave: Family Medical Leave shall be granted to City employees in accordance to both the Federal Family Medical Leave Acts and State California Family Rights Act.

Employees who have been employed with the City for at least twelve months and have worked at least 1,250 hours are eligible. Leave may be granted for up to twelve weeks, in a twelve-month period for one or more of the following reasons:

- (a) Birth of a child.
- (b) Placement of a child with the employee for adoption or foster care and in order to care for the child.
- (c) Care for a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or someone else with a blood or family life relationship with the employee ("designated person") with a serious health condition.
- (d) Serious health condition which makes the employee unable to perform the functions of his/her position.

Please refer to the City's Administrative Policies and Procedures for further detail regarding family medical leave.

Section 13. Hours of Work: City Hall departments shall be kept open for business on all days of the year except Saturdays, Sundays, holidays, and the Winter Holiday Closure from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 4:30 p.m. on Fridays. The City Yard shall be open for business on all days of the year except Saturdays, Sundays, holidays, and the Winter Holiday Closure from 6:45 a.m. to 4:45 p.m. Monday through Thursday and 6:45 a.m. to 3:45 on Fridays. Employees for whom necessity or department activities requires a different schedule than generally applied, shall work according to regulations prepared by the respective Department Head and approved by the City Manager.

Nine (9) hours, exclusive of lunch period, shall constitute a day's work for all full-time employees. The fifth day of a work period shall be eight (8) hours. It shall be the duty of each Department Head to arrange the work of their department so that non-exempt employees therein shall not work more than forty (40) hours in each workweek. The City Manager may require an employee to temporarily perform service in excess of forty (40) hours per workweek when public necessity or convenience so requires.

The normal/usual meal period for all City Hall and City Yard employees (non-field) is a one (1) hour non-paid meal period. The normal/usual meal period for Field staff is a forty-five (45) minute non-paid meal period. Employees for whom a work-related necessity requires a different schedule than above, shall work according to a schedule prepared by the respective Department Head and approved by the City Manager. Employees may take a 30-minute lunch break, with approval from their Department Head.

Employees, for whom a work-related necessity requires a different schedule than above, shall work according to a schedule prepared by their Department Head and approved by the City Manager.

Employees, for whom personal necessity requires a different schedule than above, may make a request for the alternate schedule to the Department Head. If the Department Head agrees with the request, the request will be submitted to the City Manager for final approval.

Section 14. Exempt Status: Effective October 14, 2015, employees are considered FLSA Exempt and no longer eligible for overtime.

Any non-exempt employee promoting into this unit as an exempt employee shall cash out their Compensatory Time leave bank within thirty (30) days of their promotion.

Section 15. Administrative Leave: Employees are designated as FLSA Exempt and shall receive Administrative Leave each year. Effective Pay Period 1 of each calendar year, members will accrue forty (40) hours of Administrative Leave. Administrative Leave not used in the calendar year cannot be carried over to the next year. When employees become eligible for this benefit after Pay Period 1, Administrative Leave will be prorated.

Special Administrative Leave - An exempt employee may submit to their Department Director a request for up to 40 hours per calendar year of Special Administrative Leave to compensate the employee for extraordinary hours worked due to emergencies or special circumstances. Special Administrative Leave will only be authorized upon Department Director recommendation and City Manager approval.

Special Administrative Leave requests must be submitted to the employee's Department Director and include information on the event or special circumstances. The request must be supported by date(s), number of hours worked, and any relevant details that explain why Special Administrative Leave is warranted in excess of the regular Administrative Leave granted to all exempt employees. Upon approval, the Department Director will send the request to Human Resources for further processing.

Special Administrative Leave requests may be made at year end for the cumulative events that happened that calendar year. Requests may also be made following the emergency or special circumstances. Whether the request is made at year end or another time, the Special Administrative Leave approval notice will include the timeframe in which the Special Administrative Leave hours must be used.

All requests must have final approval by the City Manager. Human Resources will be responsible for notifying the employee of the status of their request. When approved, Human Resources will also forward the information to the Payroll Division.

Special Administrative Leave time balances will not be carried forward to the following year unless authorized in the approval notice.

Special Administrative Leave cannot be cashed out during the annual Administrative Leave Cash-Out Program.

Section 16. Administrative Leave Cash Out Program: Employees are eligible for the Administrative Leave Cash Out Program and may cash out up to their total available hours of Administrative Leave on an annual basis.

- (a) Administrative Leave Cash Out shall be at the employee's base rate of pay that is in effect at the time of cash out.
- (b) Payment will be distributed to the employee on or about the Pay Date for Pay Period 24.

Section 17. Continuous Work Period: Any work performed for the City within a 24-hour period starting from the beginning of the employee's work shift to his/her next work shift without a four-hour break shall be considered continuous work. Breaks in continuous service are not compensated.

- (a) **Required Rest Period:** Any employee who works over 16 hours continuous work shall receive no less than nine (9) hours of uninterrupted rest before reporting back to work. Any employee who works over 24 hours of continuous work shall receive no less than 12 hours of uninterrupted rest before reporting back to work. Should said rest period overlap the employee's normal shift time, the employee will receive Paid Leave for those hours during the required rest period which overlap the employee's normal scheduled work shift.
- (b) **Continuous Work Exception:** When an employee who is scheduled to work a regular day shift works more than four hours between 10:00 p.m. to 5:30 a.m., he/she shall receive no less than nine (9) hours of uninterrupted rest before reporting back to work. Should said rest period overlap the employee's normal shift time, the employee will receive Paid Leave for those hours during the required rest period, which overlap the employee's normal scheduled work shift.

It shall be the supervisor's responsibility to ensure that employees are properly rested. It shall be the employee's responsibility to notify their supervisor of their "end" time and the time they will be returning to work.

- (c) **Emergency Situations:** An emergency situation shall cause this section be suspended. However, emergencies shall be defined by actions of the department director based on City concerns and/or some aspect of a safety and health related issue.

Section 18. Holidays: All regular employees shall be entitled to the following fixed holidays:

January 1 – New Year's Day
Third Monday in January – Martin Luther King Jr. Day
Third Monday in February – President's Day
Last Monday in May – Memorial Day
July 4 – Independence Day
First Monday in September – Labor Day
November 11 – Veteran's Day
4th Thursday of November - Thanksgiving Day
4th Friday of November - Day after Thanksgiving
December 24 – Christmas Eve
December 25 – Christmas Day
December 31 – New Year's Eve Day

- (a) If a fixed holiday falls on the employee's flex day off, the employee will accrue eight (8) hours of floating holiday time.
- (b) If a fixed holiday falls on the employee's scheduled work day, the employee will be credited the amount of hours which they were regularly scheduled. Part time benefitted employees will receive employee proration for the holiday based on their position budgeted allocation (75% = 6 hrs. and 50% = 4 hrs.).
- (c) Employees must actually work a full shift the last scheduled workday before and the first scheduled workday after a fixed holiday to receive holiday pay, unless the employee is on approved paid leave. A doctor's certificate may be requested by the Department Head for sick leave used in conjunction with a fixed holiday.
- (d) Whenever a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday, except when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.
- (e) When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's vacation accruals.

- (f) The minimum charge against accumulated holiday leave shall be fifteen (15) minutes or multiples thereof.
- (g) If an employee is required to work on any of said holidays, he/she shall receive additional compensation equivalent to one and one-half times his/her regular rate of pay. When a fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue the holiday.
- (h) The maximum accrual shall be sixty-four (64) hours. Upon retirement or separation from service, employees shall be compensated for any unused accrued holiday time at the current base rate of pay.

Section 19. Floating Holiday: Effective Pay Period 1 of each calendar year, members will accrue nine (9) hours of Floating Holiday. Floating Holiday not used in the calendar year cannot be carried over to the next year. Upon separation from the City, Floating Holiday hours are ineligible for cash out.

Section 20. Winter Holiday Closure: The City will close normal city operations during the Winter Holiday period between Christmas Eve and New Year's Day. The Winter Holiday period during the term of this MOU shall be as follows:

2024-25: December 24, 2024 – January 1, 2025

2025-26: December 24, 2025 – January 1, 2026

2026-27: December 24, 2026 – January 1, 2027

In conjunction with the City paid holidays of Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, employees will be provided two (2) additional "Holiday Closure Days" to be utilized on the first two (2) working days following the Christmas Day Holiday. These days will be paid based on the employee's regular scheduled hours. If needed, employees will use accrued leave time (vacation, compensatory, or floating holiday time) to equal the remainder of their regular work schedule hours/days during the Winter Holiday Closure.

If all of an employee's leave time has been exhausted due to a catastrophic event, and leave without pay would result in an undue hardship, the City agrees to review such situations on an individual basis. Additionally, if an employee is a recent new hire and has no available vacation hours to use during the closure, the City agrees to review this situation. The City may advance vacation hours to cover the needed time and the employee would have their vacation accrual reflect the advancement of hours. These requests must be sent to the Human Resources office no later than 2 weeks prior to the Winter Holiday Closure for consideration by the City Manager or his designee.

If an employee is ordered to return to duty during the Winter Holiday Closure, the time called back during regular work hours will be deducted from the leave hours being used.

**ARTICLE 9:
PAY ADJUSTMENTS**

Section 1. Application of Rates: Employees occupying a position shall be paid a salary or wage within the range established for that position's class under the City's authorized compensation plan. The minimum rate for the class generally shall apply to employees upon original appointment.

Section 2. Merit Pay Increases: Original appointments shall be made at the minimum of step "1", or any step at the discretion of the Personnel Officer or if justified by recruitment needs. An employee may be eligible for advancement to the next step within the assigned range of their position, after successful completion of their probationary period. At this time, the employee may be recommended for a five (5) percent merit increase. Every year thereafter, employees shall be considered for a merit increase until the employee is on the top step of their assigned salary range. Eligibility for merit increases may be extended for employees on approved leave without pay, until the employee has completed the appropriate length of service on paid status with the City. Merit increases are based upon having received a "Satisfactory, Acceptable, Competent" or above rating on a work performance evaluation and the recommendation of the employee's supervisor and approval of the Department Head and Personnel Officer. If the employee received an overall rating of "Below Acceptable Standards" or below, the employee's merit increase will not be granted. A withheld merit increase will be reviewed within a sixty (60) day period and will be granted when the employee receives a "Satisfactory, Acceptable, Competent" or above work performance evaluation rating.

Personnel Action Forms will be originated by Human Resources and sent to the Department for approval. All merit increases must be accompanied by a completed Work Performance Evaluation. The Personnel Officer will have final approval for all increases. Merit increases shall be made at the start of the pay period in which the merit increases become effective.

Section 3. Pay Periods: The compensation to all officers and employees of the City shall be paid bi-weekly. Pay Periods begin at 12:00 a.m. on Saturday and conclude the week after the following Friday at 11:59 p.m. Warrants or checks in payment of compensation shall be made available by the City to employees and officers of the City on the second Wednesday following the completion of each bi-weekly pay period. In the event that payday falls on a holiday, all warrants or checks in payment of compensation shall be made to the City employee on the workday preceding the holiday.

Section 4. On Call Differential: Effective September 1, 2024 the City shall pay an on-call differential of \$175.00 per pay period to each classification included in this Association.

Section 5. Water Certification Pay: Employees in eligible classifications in this unit will receive additional compensation for each Water Distribution and Water Treatment Certificate recognized by the California State Department of Health Services. The rate of compensation is shown in the chart below. Employees must be working in the Water Division and are required to have certification in order to receive said certification pay.

Water Distribution Operator		Water Treatment Operator	
D1	2%	T1	2%
D2	2%	T2	2%
D3	3%	T3	3%
D4	3%		
D5	6%		

Those eligible for Grandfathered Certificate/License Pay provision will remain at the grandfathered rates as shown in Appendix B.

Section 6. Wastewater Collection Certification Pay: Employees in eligible classifications in this unit will receive additional compensation for each valid Wastewater Certificate recognized by the California Water Environmental Association (CWEA). The rate of compensation is shown in the chart below. Employees must be working in the Wastewater Division and are required to have certification in order to receive said certification pay.

Wastewater Collections Maintenance Operator	
Grade 1	2%
Grade 2	2%
Grade 3	3%
Grade 4	3%

Those eligible for Grandfathered Certificate/License Pay provision will remain at the grandfathered rates as shown in Appendix B.

Section 7. Playground Safety Inspector Certificate: Effective 9/1/18, employees in the eligible classification of Parks & Open Space Supervisor shall be eligible to receive a 2% certificate pay if holding a current Playground Safety Inspector Certificate.

Section 8. Pest License: Employees in eligible classifications in this unit will receive additional compensation for each Pest Advisor License and a Qualified Applicator License or Qualified Applicator Certificate. The rate of compensation shall be equal to 1% of base hourly salary for a Qualified Applicator Certificate and 2% of base hourly salary for a Pest Control Advisor License or a Qualified Applicator License. Employees must be working in this field and be required to have this certificate in order to receive the certification pay or eligible for the Grandfathered Special Pay provision.

Section 9. PC832 Arrest and Firearms Certificate: Effective September 1, 2021, employee in the eligible classification of Code Enforcement Supervisor holding a current P.O.S.T. PC832 certificate are eligible for 1% certificate pay.

Section 10. Grandfathered Certificate/License Pay: Any employee receiving pay for a certification/license obtained prior to October 1, 2015, will remain eligible for certification/license pay pursuant to the conditions of that pay area even if the employee is not assigned to an area where the certification/license is required. Grandfathered certification/license renewals will be subject to the Training of Employees section of City Personnel Rule XIV. Only employees hired before September 1, 2015, are eligible for the Grandfathered Certificate/License Pay provision. Grandfathered employees and their eligible grandfathered certificates/percentages are listed in Appendix B.

Section 11. Longevity Pay: Effective September 1, 2021, employees shall be eligible for longevity pay as a component of their base rate of pay, as indicated below. Eligibility for this pay will be based on total regular hours of completed continuous service (equivalent to 15 years full-time service) with the City. Annual equivalent of longevity pay will be \$1,000 which will be paid bi-weekly as a component of the employees' base rate of pay.

Section 12. Commercial Driver's License: Effective September 1, 2024, employees possessing a valid California Class "A" or Class "B" license are eligible for fifty dollars (\$50.00) per month paid bi-monthly.

Section 13. Certificate Pay Policy: The City has adopted Administrative Policy 7.10 to establish guidelines for employees receiving and/or are eligible to receive additional compensation for certificates.

It is the employee's responsibility to inform the City immediately in the event that a Certificate/License has been withdrawn, rescinded or allowed to lapse. Employees shall be required to provide copies of all certificates upon request.

ARTICLE 10: CHANGES IN EMPLOYMENT STATUS

Section 1. Demotion: A demotion is the appointment of an employee from one classification to another classification having a lower maximum rate of pay.

- (a) An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion.
- (b) A promotional probationary employee who is returned to their former classification during the probationary period shall be placed on the same step within the base salary range for the former classification that the employee was on at time of promotion. No credit shall be granted for time spent at the promoted level for next step advance due date.

- (c) An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided, that the salary rate does not exceed the "E" step of the salary range of the demoted class. With the approval of the Personnel Officer, the employee may be Y-rated.
- (d) An employee who voluntarily demotes from one classification to a classification with a lower maximum salary range shall be placed within the new salary range.

Section 2. Reinstatement: With the approval of the Personnel Officer, a regular employee who has resigned with a good record may be reinstated within one year to his/her former position, if vacant, or to a vacant position in the same, comparable or lesser class provided he/she possesses the minimum qualifications for the position.

Reinstated employees do not retain any benefits or rights previously earned by virtue of his former employment unless approved by the Personnel Officer. The employee will be appointed as an original employee and serve a six-month probationary period.

ARTICLE 11: SEPARATION FROM SERVICE

Section 1. Automatic Resignation: An employee absent without approved leave for three (3) consecutive working days who fails to notify the immediate supervisor or Department Head, and does not provide an acceptable reason for the absence, shall be considered to have automatically resigned as of the last day on which the employee worked.

Section 2. Resignation: A regular employee who wants to leave City service in good standing shall file a written resignation with the Department Head, at least ten (10) working days before leaving. The resignation shall be forwarded to the Personnel Officer with a statement by the Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City.

Section 3. Lay Off: Lay off is the involuntary separation or reduction of a regular status employee to a position in a lower classification without fault of the employee. Lay off applies only to regular positions.

Section 4. Causes of Lay Off:

- (a) A function is to be discontinued, curtailed, mechanized or operated by a different method.

- (b) Reorganization
- (c) Budget reduction
- (d) Termination or decrease in funds, and/or materials for projects or programs.
- (e) The mandatory reinstatement of an employee.

Section 5. Lay Off Policy: Wherever possible, loss of employment for regular employees shall be avoided by demotion or temporary work assignments.

Section 6. Notification: Whenever a surplus of employees in regular positions is anticipated, the Department Head shall immediately notify the Personnel Officer. The notification shall include the anticipated number of positions, names of affected employees, and classifications of positions. Employees to be laid off shall be entitled to fifteen (15) calendar day's notification prior to lay off. The City will notify the CHSA prior to lay-off.

Section 7. Order of Lay Off:

- (a) Extra-help employees performing services similar to classifications affected by lay off shall be terminated before any reduction in regular work force. Likewise, other grant-funded employees shall be terminated, in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.
- (b) Employees holding "action positions" shall revert to their regular classification in the City to determine lay off rights.
- (c) Layoffs among regular employees shall be made on the basis of seniority as established by the layoff procedure. Seniority is determined by the employee's current beginning day of continuous service in a regular position in the City. For those employees who were employed by the San Bernardino County Special District which was incorporated into the City in 1991, the date of continuous service with the City shall be the beginning day of continuous service in a regular position with the District.

Section 8. Lay Off Procedure: The procedure for lay off, once the number of positions to remain by classification has been determined, shall be as follows:

- (a) Priority lists shall be established for retained positions in each classification. The lists shall include the names of those employees who, based on their seniority with the City, qualify to fill the retained positions.

- (b) Regular employees who have had regular status in a lower classification in the City shall be eligible to request a reduction in class in lieu of lay off (bumping). Regular employees may bump into junior positions on the basis of seniority and must have greater seniority than employees in the junior positions identified. Seniority will be based on the number of hours of service. The junior employee being bumped will be separated or reduced in class according to the same criteria.
- (c) Bumping will begin with the highest classification in the City where employees are so entitled. Bumping will not be allowed to cross-functional categories. For example, clerical personnel can only bump in the clerical category; maintenance personnel can only bump in the maintenance category, etc.
- (d) If an employee is not authorized to bump down due to failure to meet the above criteria, he or she shall be laid off and placed on the reinstatement list.

Section 9. Reinstatement Procedure: The policy and procedure for reinstatement of employees, once lay off has occurred, shall be as follows:

- (a) Employees who are demoted or who are laid off as a result of this lay off procedure shall have their names placed on the City reinstatement list. The names shall be arranged in order of seniority held with the City and shall remain on said list for a period of two (2) years. Ties with seniority shall be broken by a determination of which employee had higher placement on the eligibility list for the employee's original position with the City. If these records are unavailable or if comparisons are inappropriate, ties shall be broken based on a review of the work performance evaluations.
- (b) When a regular position in the City becomes vacated or is added, all employees on the City reinstatement list shall be notified.
- (c) Laid off or demoted employees who are reinstated to their same position in the City in accordance with this rule shall receive restoration of salary step and attendant benefits, vacation accrual rate, sick leave, unless the employee received payment for unused sick leave in accordance with the City's sick leave policy and the retirement plan contribution rate, provided the employee complies with the County Retirement Board's procedure for redeposit of funds.
- (d) Laid off employees who are offered reinstatement with the City in a classification lower than which they previously held shall receive a salary step at least equivalent to the highest salary step held by a current employee in that classification, along with attendant benefits, except that

no employee shall thereby receive compensation higher than that which they held prior to lay off. Employees who decline assignment at a lower classification shall not forfeit their right to remain on the reinstatement list. Employees involuntarily demoted or bumped down as a result of the layoff procedure shall receive salary and attendant benefits in accordance with the provisions of this section. Such demoted employees may be placed on a "Y" step in salary as approved by the Personnel Officer to maintain salary equity within the system and/or to prevent undue hardship or unfairness due to the application of this rule. If an employee is placed on the "Y" step, no further salary increases shall be granted to the employee until the salary range of the position held exceeds the "Y" rate.

Section 10. Short-Term Lay Offs: Layoffs for periods not to exceed fifteen (15) consecutive workdays may be made in order as determined by the Personnel Officer. Short-term layoffs may be caused by those areas listed in Causes for Lay Off, above, as they may affect the normal work routine. Reasonable notice shall be given to affected employees, when possible. Such short-term layoffs are exempt from the layoff rules covering seniority and bumping rights.

Section 11. Exception to Order of Lay Off: Whenever the City Manager believes that the best interest of the City requires the retention of employees with special qualifications, characteristics, and fitness for work, the City Manager may order an exception to the order of lay off.

Section 12. Established Qualification Requirement: Employees who are demoted to a position not previously held with the City as a result of the layoff process shall be required to meet the established qualifications of that class. In the event that the employee does not meet these qualifications, he/she shall serve a probationary period of up to ninety (90) calendar days, as determined by the Personnel Officer, during which the employee must qualify. Employees failing to meet qualification after such probationary period may be subject to removal and placed on the reinstatement list.

ARTICLE 12: TUITION REIMBURSEMENT

The Tuition Reimbursement program will be administered on a fiscal year basis (July 1 through June 30). Administrative Policy 11.2 covers the provisions of this benefit.

In summary, employees are able to participate for courses which:

- Contribute to the employee's overall understanding and performance of his/her current job;
- Contribute to professional advancement in the employee's current career field or in a related field; or
- Are required for the attainment of a degree in a field related to City operations to an accredited college or university.

Reimbursement under this section is contingent upon the verification of the attainment of a letter grade of "C" or better in undergraduate courses, or "B" or better at the graduate level. In cases where no letter grade is given, verification of completion of the course with a "Pass" or "Credit" grade is required.

- (a) Each employee shall be entitled to reimbursement, including tuition, books, fees required by the college or university, and campus parking permits in the amount of three thousand five hundred dollars (\$3,500) per fiscal year. Reimbursement will be encumbered the date of enrollment in the course.
- (b) Employees must be employed in a regular position and remain employed in a regular position for the duration of the course. An employee who receives reimbursement from any other organization or agency is not eligible under the City's program.
- (c) Employees must complete a Tuition Reimbursement Authorization Form and receive approval from their Department Head, Personnel Office, and the City Manager, prior to attending the course(s).
- (d) Employees must submit course grade certification and a receipt as proof of payment, after completion of the approved course(s), for reimbursement.

ARTICLE 13: FLEXIBLE BENEFIT PLAN

Section 1. Establish Plan:

Effective January 1, 2024 employees who elect to enroll in a City health insurance plan shall be provided one thousand, nine hundred and twenty-seven dollars (\$1,927) per month under a Section 125 Cafeteria Plan, to be used toward employee and dependents coverage on health and dental insurance, on dependent coverage on vision care insurance and on dependent care expenses. Employees who elect to opt out of City health insurance plans will receive one thousand, seven hundred and seventy-seven (\$1,777) per month.

Effective January 1, 2025, January 1, 2026 and again on January 1, 2027, the City will set the Section 125 Cafeteria Plan contribution at a level that equals the cost for the lowest cost qualified medical, dental, and vision plans for family coverage.

Should the calculated rate for family coverage medical, dental, and vision coverage fall below the current year's flexible benefit plan contribution, the flexible benefit plan contribution will be frozen at the current rate.

Employees in this unit shall be provided with Long-Term Disability Insurance.

Employees in this unit shall be provided with Short-Term Disability Insurance.

Employees in this Unit shall be provided with employee-only coverage on vision care.

The Section 125 Plan (Cafeteria Plan) is established under Section 125 of the Internal Revenue Code and will be administered by the Human Resources Office of the City.

The Cafeteria Plan Year is from January 1 through December 31. Employees will make selections each plan year for health, dental and vision insurance coverage during the City's annual re-enrollment period. Selections made by employees must remain in effect during the plan year, until the date of re-enrollment. In no event will changes in selections be permitted except to the extent permitted under IRS Regulations. Employees may either select a health insurance plan to cover themselves or "opt out" of carrying insurance for themselves with proof of health insurance coverage from an employer-based plan. Employees must maintain selected coverage during the plan year unless a change in family status occurs.

The City will apply flexible benefit plan dollars toward the employee's selections and any unused dollars will be paid to the employee in taxable cash in 24 pay periods. All selections made that require premiums more than the flexible benefit dollar amount will be paid by the employee through a payroll deduction.

No selection shall affect the amounts of employees' or the City's Retirement System contributions, as allowed by law. Any such election and payroll deductions shall be made in the manner, time period and on such forms as are approved by the City's Human Resources Department.

Eligible employees must maintain a minimum of forty-one (41) hours per pay period to be eligible to receive the benefits of this Article. Employees who are on an approved medical leave of absence, including family medical leave, without pay will continue to receive the benefits of this Article. Employees, who are on a leave of absence without pay, other than medical leave, including family medical leave, shall not be eligible to receive the benefits of this Article. Employees will be required to pay the City the amount of any pre-tax payroll deductions not paid by the City, when returning from an approved leave of absence. Employees who are on an approved Workers' Compensation claim shall continue to receive the benefits of this Article. Under no circumstances will benefits be prorated.

Section 2. Retiree Benefits: Effective September 1, 2018, employees that retire from the City will be eligible to continue their dental and/or vision insurance benefits throughout retirement at their own expense. For vision insurance, employee will pay the full premium amount (no offset given). Retired employees may continue to cover their spouse and/or eligible dependents and will be subject to current provisions/rules for the City's benefits. Employees will be billed monthly by the City of Chino Hills for these benefits. Upon the death of retiree, the covered spouse and/or dependents will be able to continue their benefits through COBRA.

The City reserves the right to charge the retiree up to 3% of these benefits to cover administrative costs.

The City reserves the right to make changes and/or cancel this benefit if the dental and/or vision companies notify the City they will no longer provide coverage for a retiree.

Section 3. Deferred Compensation: Effective September 1, 2024, employees are eligible to receive matching contributions up to \$200.00 per month to a deferred compensation plan available through the City.

Any voluntary employee contribution to deferred compensation will be deducted over 24 pay periods.

ARTICLE 14: RETIREMENT SYSTEM CONTRIBUTIONS

Section 1. City Contributions: Effective September 1, 2007 the City will pick up a portion of the employee's required contribution to the San Bernardino County's Retirement Association in the amount of eight percent (8%) of the employee's earnable compensation as defined in the San Bernardino County Retirement Board Bylaws.

The employee must choose to have the contributions designated as "all employer (non-refundable)" or "all employee" (refundable) contributions for retirement purposes. If the employee designates the pick up as "employer" contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the Retirement Association as determined by the Board of Retirement; and the employee may not withdraw this contribution from the Retirement Association.

If the employee designates the pick up as "employee" contributions, then for each dollar supplied, the employee's retirement obligation shall be satisfied in the amount of one dollar; and upon separation without retirement, an employee may withdraw this contribution from the Retirement Association. Upon retirement or separation, all contributions applied under this Section will be considered for tax purposes as employer-paid contributions.

Any dollars which are remaining after all retirement system obligations are fully satisfied shall be paid to the employee in cash.

Section 2. Special Provisions: Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the County Employee's Retirement Law of 1937 shall be paid in cash eight percent (8%) of earnable compensation as defined by the bylaws of the Retirement Board.

This Article shall only apply to employees who are members of the Retirement Association and are eligible for participation under the Benefit Plan Article. The provisions of this Article shall be applied each pay period.

**ARTICLE 15:
LIFE INSURANCE**

The employees in this Unit receive \$100,000 City-paid group life insurance and accidental death and dismemberment insurance. There is currently an imputed value for life insurance benefits provided by the employer over \$50,000 per IRS Publication 15-B (2024). Employees are responsible tax liabilities for group life insurance and accidental death and dismemberment insurance over \$50,000. At the employee's discretion, the employee may elect to purchase additional term life insurance through payroll deduction.

**ARTICLE 16:
EXPENSE REIMBURSEMENTS: MILEAGE**

The City encourages the use of City vehicles whenever possible.

Reimbursement for use of privately-owned automobiles to conduct City business shall be at the standard rate per mile exempted by the Internal Revenue Service for reporting of income. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs.

Other expense reimbursements shall be handled in a manner consistent with the City's Administrative Policies and Procedures Manual.

**ARTICLE 17:
BOOT ALLOWANCE**

Each employee in the following classifications will receive an annual \$350.00 Boot Allowance for the purchase of safety boots:

Code Enforcement Supervisor
Capital Projects & Facilities Superintendent
Parks & Open Space Supervisor
Public Works Inspection Supervisor
Street Maintenance Supervisor
Wastewater Collection Supervisor
Water Distribution Supervisor
Water Production Supervisor

The allowance will be issued by separate payment (store voucher), at the end of the first complete pay period of July. The annual Boot Allowance will be pro-rated on a monthly basis for employees hired after July 31st of each year.

The City will provide employees with an option to purchase boots at a local retail location. Staff can select a work boot that complies with City standards up to the boot allowance of \$350 per year. Cal OSHA Title 8, Sections 3380 and 3385 state that employees who are exposed to foot injuries are required to wear appropriate foot protection. Work shoes are considered Personal Protective Equipment (PPE), and must have the following minimum qualities; toe protection, electrical protection; and anti-slip soles. The boot allowance may also be used to purchase boot dressings, shoe laces, boot guards, socks, insoles, and related items through the appropriate shoe vendor. If the full allowance of \$350.00 is not spent, the employee may obtain a voucher for the remaining balance, to be used for future shoe purchases. The voucher must be used prior to the following June 30.

New staff will be given a prorated voucher to purchase the appropriate work boot from the City contracted local retail location.

Employees eligible to receive a boot allowance are required to wear the appropriate safety boot at all times while working and keep the boots clean and in good repair as stipulated in the uniform policy.

ARTICLE 18: STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty, which commences before midnight and ends the following day, shall be reported for payroll purposes as time worked for the day in which the tour of duty began.

The City shall establish the actual number of hours, which comprises the standard tour of duty for each position. The City may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service.

When the City finds it is necessary to make such modifications or changes, it shall notify the affected employee(s) and Chino Hills Supervisors' Association indicating the proposed change prior to its implementation. When such modification or change would affect the standard tour of duty in one or more divisions, and when CHSA requests to meet and confer, the parties shall expeditiously meet and confer regarding the hours and impact the modification or change would have on an employee.

**ARTICLE 19:
MEAL PERIODS**

Meal periods are non-paid and nonworking time and shall be 45 minutes for field employees and one hour for all other employees. Every effort will be made to schedule such meal periods during the middle of the shift when possible.

Employees may take a 30-minute lunch break, with approval from their Department Head.

**ARTICLE 20:
REST PERIODS**

The employee shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the City, but in no instance shall rest periods be scheduled within one hour of the beginning or ending of a tour of duty or meal period nor shall such time be accumulative or used to report to work late or leave early.

Rest periods shall be considered as time worked. Employees shall be granted rest periods as listed below:

Regularly Schedule Tour of Duty	Number and Limit of Rest Period
After 3 hours and through 6 hours	One 15-minute rest period
After 6 hours and through 8 hours	Two 15-minute rest periods
After 8 hours and through 10 hours	Two 20-minute rest periods
After 10 hours	One 25-minute rest period and one 20-minute rest period

**ARTICLE 21:
GRIEVANCE PROCEDURE**

Section 1. Definition: A grievance is a complaint by an employee or group of employees concerning a violation of the existing Memorandum of Understanding or the Personnel Regulations which have been approved by the City Council. Aggrieved employee(s) may represent themselves or may be represented. This representation may commence at any step in the grievance procedure. An employee organization may not independently submit a formal grievance in the absence of an aggrieved employee.

Section 2. Exclusions: The following are excluded from submission as a grievance under these procedures:

- (a) Work assignments.
- (b) Classification appeals.
- (c) Disagreements or exceptions with respect to work performance evaluations.
- (d) Appeals of disciplinary actions.

Section 3. Steps in the Grievance Process: The procedures outlined herein constitute the informal and formal steps necessary to resolve an employee's grievance. The presentation of an informal grievance is an absolute prerequisite to the institution of a formal grievance.

Step 1: Informal Discussion: The grievance must be submitted within ten (10) working days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The employee shall personally discuss the complaint with the immediate supervisor. Within the (10) working days, the supervisor shall give the decision to the employee orally.

Step 2: First Level of Review: If the grievance is not settled at Step 1, the grievant may submit the grievance in writing to his/her division head within ten (10) working days of the receipt of the grievance response at Step 1. The division head shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days from the date of service.

Step 3: Second Level of Review: If the grievance is not settled at Step 2, the grievance will be submitted to the Department Head within five (5) working days of receipt of the Step 2 grievance response. The Department Head shall meet with the grievant and a representative, if any, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days from the date of service.

Step 4: Third Level of Review: If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance to the City Manager within five (5) working days following receipt of the grievance response at Step 3. If such notice is served, the City Manager shall meet with the grievant, and representative, if any, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days. The City Manager's decision shall be final in all cases.

Section 4: Health and Safety Grievance Procedure:

- (a) The parties agree that it is in their best interest to endeavor to make the work site as free from immediate danger to the life, safety, or health of employees as the nature of the work permits.
- (b) It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.
- (c) Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. City policy requires that orders be obeyed promptly even where the employee does not personally agree with the order.
- (d) It is the intent of this procedure to ensure a prompt response to employees who feel that a situation exists which constitutes a danger to their health and/or safety.
- (e) When an employee in good faith believes that he or she is being required to work where a clear and present danger exists, he or she will so notify his or her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any clear and present danger, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his or her assigned duties. If the Association or the employee still believes the unsafe condition(s) exist(s), the Association or the employee may file a grievance alleging a violation of this procedure at Step 2 of the grievance procedure as follows:
 - (1) If the grievant is not satisfied with the decision rendered by his or her supervisor, the grievant may appeal the decision within five (5) working days after the receipt of the decision to the division head.
 - (2) Within five (5) working days after receipt of the appealed grievance, the Department Head shall respond in writing to the grievance.
 - (3) If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within five (5) working days after the receipt of the decision to the City Manager.

- (4) Within five (5) working days after receipt of the appealed grievance, the City Manager shall respond in writing to the grievance.
- (5) If the grievance is not resolved at Step 3 within thirty (30) calendar days after receipt of the third step response, the Association shall have the right to appeal to the Chino Hills City Council.

Section 5. General Provisions:

- (a) No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- (b) Management's failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- (c) Employee's failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered.
- (d) The time limits specified at any step in this procedure may be extended by mutual agreement.
- (e) In order to avoid the necessity of processing numerous similar grievances at one time for a group of employees with the same grievance, a single grievance shall be filed.

**ARTICLE 22:
DISCIPLINE**

Section 1. Application of the Discipline Article: Article 23 shall apply to all suspensions, demotions, reductions in salary step for a specified time period, and dismissals of employees with regular status shall be made in accordance with these Articles. At-will employees serve at the pleasure of their appointing authority and are not covered by the provisions of this Article.

Probationary, temporary, contract and seasonal employees may be dismissed, demoted, reduced in step, or suspended without right to review or appeal unless otherwise required by law. Written reprimands are not subject to appeal. Employees may write a letter of response and have it placed in their personnel file.

Section 2. Standard for Discipline: Disciplinary measure may be taken for any good and sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. Cause may include violation of the Personnel Ordinance, or of the Policies and Procedures, or any Department or Personnel Rules and/or Regulations; any act of insubordination or act detrimental to the public service of the City or any City departmental policy or failure to adhere to or follow policies and rules; refusal or inability to comply with the duties of the position occupied by the employee, or, any other type of misfeasance, malfeasance, or nonfeasance relating to the employee's duties, office or position.

Section 3. Range of Disciplinary Action: The types of disciplinary actions included under this Article are Verbal Reprimands, Written Reprimands, Suspensions Without Pay, Involuntary Demotions, Reductions in Pay, and Terminations. For each type of disciplinary action, certain steps and due process procedures must be followed. A supervisor who is considering a disciplinary action should discuss the circumstances of the situation with the Human Resources Department before taking any action unless the particular situation requires immediate action. A supervisor is not required to take disciplinary actions in sequential order. Depending upon the specific circumstances of the violation, the supervisor should determine which action(s) is (are) appropriate.

Section 4. Progressive Discipline: Disciplinary action may, but is not required to, be taken in progressive steps as follows:

- (a) **Verbal Reprimand:** The supervisor holds a Verbal Reprimand meeting with the employee. The purpose of the meeting is to explain the employee's conduct or acts which are in violation of City Rules, policies or practices and to remind the employee of the behavior that is expected in the future and the consequences of not meeting the performance expectations of the supervisor. The supervisor shall document the meeting by a memorandum, which is initialed by the employee, documenting the meeting and the matters discussed.
- (b) **Written Reprimand:** The supervisor prepares a Written Reprimand memo. The Written Reprimand shall constitute notice of the infraction(s) including time and circumstances. The supervisor will hold a Written Reprimand meeting with the employee.

The employee has ten (10) working days from receipt of the Written Reprimand in which to write a response to it. The employee's written response, if any, will be placed in his or her Personnel file.

- (c) **Suspensions Without Pay:** An employee may be suspended without pay. When placing an employee on Suspension Without Pay, the supervisor shall follow all of the steps listed under the Notice of Intent to Impose Discipline (Section 5), Predisciplinary Hearing (Section 6) and Appeal Rights (Section 7) sections.

- (d) **Involuntary Demotion:** An employee may be demoted to a classification, having an overall lower salary range, for which the employee is qualified. When demoting an employee, the supervisor shall follow all of the steps listed under Notice of Intent to Impose Discipline (Section 5), Predisciplinary Hearing (Section 6) and Appeal Rights (Section 7) sections.
- (e) **Reduction in Pay:** An employee may be reduced in maximum salary rate of pay. When reducing the maximum salary of an employee, the supervisor shall follow all of the steps listed under Notice of Intent to Impose Discipline (Section 5), Predisciplinary Hearing (Section 6) and Appeal Rights (Section 7) sections.
- (f) **Termination:** When it is necessary to terminate an employee, the Department Head shall follow all procedures for Notice of Intent to Impose Discipline (Section 5), Predisciplinary Hearing (Section 6) and Appeal Rights (Section 7) sections.

Section 5. Notice of Intent to Impose Discipline:

- (a) **Notice of Intent:** A Notice of Intent shall be given to the employee whenever the City intends to discipline by Suspension Without Pay, Reductions in Pay, Involuntary Demotion to a classification with a lower salary range, or Termination.
- (b) **Content of Notice of Intent:** The Notice of Intent shall inform the employee of the disciplinary action intended and the effective date of the intended action. Further, it shall set forth the nature of the infraction(s), any previous disciplinary actions taken, how the employee's conduct has had an adverse impact on the City's or department's operation, all materials upon which the action is based, and notification that the employee has the right to respond orally and/or in writing to the City Manager within five (5) working days from the date of issuance of the Notice of Intent if personally served or ten (10) calendar days if served by mail.

Whether delivery is made in person or by mail, the Notice of Intent shall contain a "statement of delivery or mailing" indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent.

Section 6. Response to Notice of Intent:

- (a) **Written Response to Notice:** The employee shall be entitled to respond in writing to the Notice of Intent. Such response must be received by the City Manager, or a designee, within five (5) working days from the date of issuance of the Notice of Intent if personally served and ten (10) calendar days if served by mail.
- (b) **Oral Response:** The employee shall be entitled to respond orally. The request for such a response meeting shall be delivered to the City Manager, or a designee, within five (5) working days of the issuance of the Notice of Intent if personally served and ten (10) calendar days if served by mail. Upon the receipt of a request for a response meeting, the City Manager, or a designee, shall schedule a response meeting to take place within five (5) working days with the employee and supervisor to review the proposed action and allegations.
- (c) **Administrative Leave Pending Determination of Disciplinary Action:** An employee may be placed on a paid administrative leave pending an employee's response to the Notice of Intent and determination by the City Manager, or a designee, of the disciplinary action.
- (d) **City Manager Determination:**
 - (1) Within five (5) business days following the conclusion of the hearing and/or receipt of the written response, the City Manager, or a designee, shall issue and deliver to the employee a written statement of his or her decision to uphold, modify or reject the proposed disciplinary action.
 - (2) Except for disciplinary actions imposing suspension without pay in excess of three (3) days, demotion, reduction in pay and termination of employment, the decision of the City Manager shall be binding and final, and shall not be appealable to an independent hearing officer.
 - (3) No disciplinary actions will be purged from an employee's file.

Section 7. Appeal Rights: Regular employees may appeal disciplinary actions of suspensions without pay of more than three (3) days, reduction of pay, demotions or termination to an independent hearing officer by filing a written request to the City Manager, or a designee, within ten (10) working days after service of Notice of Disciplinary Action if personally served and fifteen (15) calendar days if served by mail. At a mutually agreeable time, the designated hearing officer shall conduct an evidentiary hearing on the matter and may continue the hearing where appropriate. Within thirty (30) calendar days of the close of the hearing, a written statement of decision shall be issued. All costs of the hearing shall be equally borne by the parties. The decision of the hearing officer shall be final and binding.

Section 8. Conduct of Appeals Hearing with the Hearing Officer:

- (a) Both parties shall mutually agree upon a Hearing Officer, to be selected from the list provided by the California State Mediation and Conciliation Service. The list of Hearing Officers may be modified by mutual agreement of the parties.
- (b) All hearings shall be closed; however, the employee may request a hearing open to the public, unless a public hearing would violate the confidentiality and privacy rights of any party named in the action.
- (c) Charges against an employee appealed to the Hearing Officer shall not be public record or open to public inspection unless an open public hearing has been requested by the employee, or his/her representative.
- (d) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.
- (e) Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules, which might make improper the admission of such evidence over objection in civil actions.
- (f) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- (g) The rules or privileges shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and immaterial, irrelevant, or unduly repetitious evidence may be excluded at the sole discretion of the Hearing Officer.
- (h) The Hearing Officer shall rule on the admission or exclusion of evidence.
- (i) Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings, and the Hearing Officer shall not be bound by technical rules of evidence.
- (j) Each party has the right to:
 - (1) Be represented by legal counsel, or other person of his/her choice;

- (2) Receive a witness list from the opposing party thirty (30) days prior to the date of the hearing;
- (3) Submit a list of witnesses fourteen (14) days prior to the hearing to the City Manager or Personnel Director to allow the City Manager to submit a notice to appear to the employees;
- (4) Have witnesses present and documents made available through a subpoena initiated by the Hearing Officer;
- (5) Call and examine witnesses;
- (6) Introduce evidence;
- (7) Cross-examine opposing witnesses on any matter relevant to the issues;
- (8) Impeach any witness, regardless of which party first called him/her to testify; and
- (9) Rebut the evidence against him/her.

If the employee does not testify on his/her own behalf, he/she may be questioned as if under cross-examination.

- (k) Oral evidence shall be taken only on oath of affirmation. The witness shall raise his/her right hand and the Hearing Officer shall ask the witness "Do you swear/affirm to tell the truth and nothing but the truth?"
- (l) The hearing shall proceed in the following order, unless the Hearing Officer, for special reasons, otherwise directs:
 - (1) Introductions of the parties present;
 - (2) The City, or its representative, shall be permitted to make an opening statement;
 - (3) The employee appealing, or his/her representative, shall be permitted to make an opening statement;
 - (4) The City, or its representative, shall produce the evidence on which the disciplinary action is based;
 - (5) The employee appealing such disciplinary action, or his/her representative, may then open his/her defense and offer his/her evidence in support thereof;

- (6) Each party may then, in order, respectively offer rebutting evidence only, unless the Hearing Officer, for good reason, permits them to offer evidence upon their original case; and
- (7) Closing arguments shall be permitted.
- (m) The Hearing Officer shall determine relevancy, weight, and credibility of the testimony and evidence, and shall base his/her findings on the preponderance of the evidence.
- (n) During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- (o) No still photographs, videos, moving pictures, or television pictures shall be taken in the hearing room during the hearing, unless the employee has requested that the hearing be made open to the public.
- (p) Mechanical transcription of the proceedings may be made by either party, provided it is not disruptive to the proceedings.
- (q) At their sole discretion, the Hearing Officer, prior to or during a hearing, may grant a continuance(s) for any reason he or she believes to be important in reaching a fair and proper decision.
- (r) Each party to the proceedings shall provide four (4) complete copies of all documents, evidence, and/or photographs to be submitted for the record.
- (s) Appeal hearings may be recorded by a certified shorthand reporter, mutually agreeable to both parties. Compensation for a certified shorthand reporter shall be equally borne by the parties.
- (t) If the employee, or his/her representative, requests a transcript of the hearing, he/she shall request the transcript directly from the certified shorthand reporter.

Section 9. Notice of Decision by Hearing Officer:

- (a) The Hearing Officer shall render his or her written decision to the City Manager as soon after the conclusion of the hearing as possible, and in no event, later than thirty (30) calendar days after completion of the hearing, unless otherwise stipulated by the parties. The Hearing Officer shall set forth his/her decision as to each of the charges and the reasons therefore. The decision of the Hearing Officer shall be final and binding.

- (b) Said decision shall also contain an advisory that the City Council has adopted Chapter 2.50 of the Chino Hills Municipal Code adopting the provisions of Section 1094.6 of the Code of Civil Procedure applicable to certain administrative decisions, providing a ninety (90) days time limit on the judicial review of such administrative decisions.
- (c) Employee shall be provided by the City Clerk a copy of the decision rendered by the Hearing Officer, including notice containing the following language, Please take notice that pursuant to Section 1094.5 of the Code of Civil Procedure and Chapter 2.50 of the Chino Hills Municipal Code you only have ninety (90) days to appeal to the Superior Court, County of San Bernardino, the Final and Binding Decision.

Section 10. Placement in Personnel File: Official disciplinary action documents shall be placed in the employee's personnel file in the Human Resources Department.

Section 11. Employee Acknowledgement: Whenever a disciplinary action is taken, the employee may be asked to acknowledge the document by signing that it was received. The employee's signature on such a document does not indicate agreement.

Section 12. Administrative Leave: An employee may be placed on an Administrative Leave with pay to allow his or her supervisor time to fully review the facts of an alleged violation.

Section 13. Emergency Suspension: An employee may be removed from the workplace effective immediately without pay pending an investigation because of an employee's apparent gross misconduct which has resulted in a potential emergency situation, including, but not limited to, situations which may endanger life or property. Such removal shall not exceed twenty-four (24) hours, at which time the employee shall be given Notice of Intent to Impose Discipline, or returned to full-pay status. If no discipline is imposed, the employee will be repaid for any time off without pay.

Section 14. Time Extensions: At any time, limitations or requirements as set forth under this policy may be extended or changed by mutual agreement of the parties.

Section 15. Delivery of Notice: When notice is required, the notice shall be given to the affected employee either by delivery of the notice to the employee in person; or if the employee is not available for personal delivery, by placing the Notice of Intent in the United States Mail, first class, postage paid, and by Certified Mail, return receipt requested, in an envelope addressed to the employee's last known home address. It shall be the responsibility of the employee to inform the Human Resources Department, in writing, of his current home address and of any change in such address, and the information so provided shall constitute the employee's "last known address." Such personal delivery or mailing shall be presumed to provide actual notice to the affected employee.

**ARTICLE 23:
MAINTENANCE OF MEMBERSHIP**

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first ten (10) days of October by notifying the Association in writing with a termination membership form. The Association will provide the City's Human Resources office with the appropriate documentation to process these dues cancellations within the (10) business days after the close of the withdrawal period.

**ARTICLE 24:
DUES DEDUCTIONS**

The City shall deduct from each Association member's paycheck the regular (periodic) Association membership dues as certified by an authorized official for the Association. Such deductions shall be made only when the Association member's earning for a pay period are sufficient after other legally required deductions are made.

It is agreed that CHSA membership dues and insurance premiums for plans sponsored by CHSA shall be deducted by the City from the paycheck of each employee covered hereby who files with the City a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to CHSA within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

The City shall not charge any service fee for the processing of such deductions.

The City shall not be liable to CHSA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than those constituting actual deductions made from employee wages earned. CHSA shall hold the City harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the City under the Article.

**ARTICLE 25:
CHSA COMMUNICATIONS**

Section 1: Bulletin Boards: The City will furnish a reasonable portion of existing bulletin board space for notices of CHSA. Only areas designated by the City Manager may be used for posting of such notices. Bulletin boards shall be used only for the following notices:

- (a) Scheduled CHSA meetings, agenda and minutes
- (b) Information on CHSA elections and results
- (c) Information regarding CHSA social, recreational, and related news bulletins
- (d) Reports of official business of CHSA, including reports of committees or the Board of Directors

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to issues which do not involve the City or its relations with City employees. All notices to be posted must be dated and signed by an authorized representative of CHSA, with a copy to be submitted to the City's Human Resources Department prior to posting.

City equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by City employees during their regular work time.

Section 2: E-Mail: The City will allow reasonable use of its e-mail system to communicate scheduled labor meetings and activities with their labor representative with prior approval from the City's Human Resources office.

**ARTICLE 26:
CITY TIME VS. UNION TIME**

A steward may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate means only to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. A steward shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as a steward.

When leaving their work locations to transact such investigations or processing, the steward shall first obtain permission of their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. If permission to leave their work or to contact an affected employee cannot be granted promptly, the steward will be immediately informed when the time will be available.

Both permission and denial of a request to leave a work location by a steward shall be recorded with a signature by the immediate supervisor. Notations shall be made by the supervisor as to reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded by the supervisor and given to the steward.

Upon entering a work location, the steward shall inform the immediate supervisor of the nature of his/her business. Permission for the employee to leave the job will be granted promptly unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will immediately be informed when the employee will be made available.

The Association agrees that a steward shall not log compensatory time or overtime pay for time spent performing any function of a steward.

The role of the steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and increase communications between the Association and the City.

ARTICLE 27: ASSOCIATION ORIENTATION

NEW EMPLOYEE ASSOCIATION ORIENTATION: In compliance with AB 119, the City agrees to:

- (a) Provide 10 (ten) days' notice to the Association of any new employee orientation being scheduled by Human Resources.
- (b) Provide to the Association the name, job title, department, work location, and work telephone number within 30 days of hire or by the first pay period of the month following hire.
- (c) Provide to the Association the information in #b every 120 days for all members.
- (d) The City agrees to allow the steward release time of up to 30 minutes for the travel time and orientation of any new Association member.

**ARTICLE 28:
TERM**

The term of this Memorandum of Understanding shall commence on September 1, 2024 and end on August 31, 2027. The terms of the Memorandum of Understanding shall remain in effect until a successor Memorandum of Understanding is agreed upon or until such time as impasse on a successor Memorandum of Understanding is reached and the City unilaterally implements its last, best, and final offer.

**ARTICLE 29:
PROVISIONS OF LAW**

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations and the current provisions of ordinance of the City of Chino Hills. If any part of provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal, State, or City enactments or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding that total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article.

**ARTICLE 30:
FULL UNDERSTANDING, MODIFICATION AND WAIVER**

The parties acknowledge that during the negotiations which resulted in this Memorandum of Understanding each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. The understanding arrived at after the exercise of that right are set forth in this Memorandum of Understanding and constitutes the complete and total contract between the City and CHSA with respect to wages, hours, and other terms and conditions of employment; provided, however, that all practices enjoyed by the employees at the present time, which are not included in, or specifically changed by this Memorandum of Understanding, shall remain in full force and effect; except for those practices modified by mutual agreement of both parties or imposed in accordance with applicable laws. In cases of proposed changes by other than mutual agreement, CHSA shall be given reasonable notice and consulted with prior to said change.

Any prior or existing Memorandum of Understanding between the parties regarding any matter within the scope of representation are hereby superseded and terminated in their entirety. Therefore, the City and CHSA for the life of this Memorandum of Understanding, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in the Memorandum of Understanding.

Following approval of this Memorandum of Understanding by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

**ARTICLE 31:
APPROVAL BY CITY COUNCIL**

This Memorandum of Understanding is subject to approval by the City Council. The parties hereto agree to perform whatever acts are necessary, both jointly and separately, to urge the City Council to approve and enforce this Memorandum of Understanding in its entirety.

**ARTICLE 32:
ALTERNATIVE WORK SCHEDULE**

The City will implement a 9/80 alternative work schedule by July 1, 2002. The alternative work schedule may be revoked at any time by the City as long as sixty (60) days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to "meet and confer" or "meet and consult" prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action. In the event the City revokes the 9/80 plan, the City shall restore eight (8) hours of floating holiday time.

**ARTICLE 33:
EMPLOYEE ACTIVITIES**

Section 1. General Consideration:

During the employee's work day, he/she is expected to devote his/her full time in the performance of his/her assigned duties as a City employee.

An employee in the competitive service shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his/her duties, functions or responsibilities as a City employee, nor shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as a City employee.

No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in this Memorandum of Understanding.

Section 2. Outside Employment:

Any regular employee desiring to engage in outside employment shall first obtain approval from his/her Department Head and the Personnel Officer or his/her designee. The employee shall submit a statement to his/her Department Head naming the prospective employer, address and telephone number, and outlining the proposed duties and the hours of work. Approval may be denied if, in the opinion of the Department Head and/or Personnel Officer, such outside employment or professional service is incompatible with the proper discharge of the employee's official duties or creates an actual conflict of interest, or the appearance of a conflict of interest, with City duties, or otherwise adversely affects the employee's ability to perform City duties. The approval of any such request shall be subject to review by the Department Head and/or Personnel Officer on an annual basis, and any such approval may be reconsidered and withdrawn at any time.

Authorization for outside employment is automatically terminated whenever the outside employer and/or nature of outside employment changes from that specified in previous letters of approval. When such a change occurs, employees shall apply for a new approval for outside employment as provided herein.

Section 3. Determination of Inconsistent Activities:

In making a determination as to the consistence of inconsistency of outside activities, the appointing authority shall consider, among other pertinent factors, whether the activity:

- (a) Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as a part of his/her duties as a City employee; or,

Provides employment service to entities doing work in Chino Hills whose work would fall under your review or purview.

- (b) Involves the performance of an act in other than his/her capacity as a City employee which act may later be directly or indirectly related to the control, inspection, review, audit or enforcement by such employee or the department by which he/she is employed; or,

- (c) Involves conditions or facts which would probably directly or indirectly lessen the efficiency of the employee in his/her regular City employment, or conditions in which there is a substantial danger or injury or illness to the employee; or,
- (d) Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment; or,
- (e) Involves the solicitation of future employment with a business doing business with the City over which the employee has some control or influence in his/her official capacity at the time transaction.

Section 4. Improper Use of City Equipment Prohibited:

No City equipment, autos, trucks, instruments, tools, supplies, machines, badge, identification cards, or other items which are the property of the City shall be used by an employee except upon prior written approval of the City Manager.

No employee shall allow any unauthorized person to rent, borrow or use any of the items mentioned above unless upon prior written approval of the City Manager.

Section 5. Violations and Penalties:

Any violation of this provision respecting such outside employment or activity, or improper use of City equipment, shall constitute grounds for disciplinary action including dismissal of a City employee who commits such violation.

**ARTICLE 34:
DRIVER'S LICENSE REQUIREMENTS**

Effective September 1, 2007 all classifications included in this unit will be required to possess a valid California Class C driver's license. Employees in the following classifications will be responsible to provide documentation from the California Department of Motor Vehicles of their conversion from a California Class A or B driver's license to a valid Class C driver's license: Capital Projects & Facilities Superintendent, Parks & Open Space Supervisor, Street Maintenance Supervisor, Sanitation Supervisor, Water Distribution Supervisor, and Water Production Supervisor. Employees will be responsible to abide by all Commercial Driver's License regulations until the conversion documentation has been provided to the Human Resources Office.

**ARTICLE 35:
SPECIAL ASSIGNMENT PAY**

Employees performing in a capacity beyond the normal scope of their duties because of a vacancy and/or a leave of absence greater than three (3) months, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed five percent (5%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation and City Manager approval.

**ARTICLE 36:
CATASTROPHIC LEAVE**

Employees in this Unit are eligible to participate in the Catastrophic Leave provision set in the City's Personnel Rules and Administrative Policies.

**ARTICLE 37:
BILINGUAL PAY**

The City will provide additional compensation in the amount of \$40.00 per pay period for the performance of bilingual skills. To be eligible for bilingual pay, employees must pass a city approved test which is comprised of both speaking and writing. The test will be administered by a certified agency as determined by the Human Resources office. Current employees receiving bilingual pay must pass the test for both speaking and writing skills to continue receiving bilingual pay. Languages that may be eligible to receive bilingual pay are Spanish Korean, Mandarin, Cantonese, and Japanese. Other languages may be added or deleted as determined by the City Manager. Human Resources will arrange for the testing as required. Employees who pass the test, and are considered certified by the testing agency, shall receive their bilingual pay effective the pay period following certification.

The City Manager will be the final authority to determine the number of employees to receive bilingual pay; each Department head will be able to provide recommendations to the City Manager, the languages needed and total number of staff to provide services to the public.

**ARTICLE 38:
RE-OPENER**

CHSA agree to meet and confer in the event the Internal Revenue Service makes any changes or modifications to cafeteria/flexible benefits plans (Section 125 Plan).

APPENDIX A

Salary Rate Schedule – Effective 09/01/2024 (5% increase)
Supervisors' Association

Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Capital Projects & Facilities Superintendent	CPF	9,535.07	10,010.00	10,510.93	11,036.13	11,585.60
Code Enforcement Supervisor	CES	7,702.93	8,087.73	8,491.60	8,916.27	9,358.27
Parks and Open Space Supervisor	POS	8,080.80	8,484.67	8,907.60	9,353.07	9,821.07
Public Works Inspection Supervisor	PWS	8,576.53	9,006.40	9,455.33	9,928.53	10,424.27
Street Maintenance Supervisor	SMS	7,702.93	8,087.73	8,493.33	8,919.73	9,361.73
Wastewater Collection Supervisor	WCS	8,448.27	8,876.40	9,318.40	9,784.67	10,271.73
Water Distribution Supervisor	WDS	8,448.27	8,876.40	9,318.40	9,784.67	10,271.73
Water Production Supervisor	WPS	8,448.27	8,876.40	9,318.40	9,784.67	10,271.73

Salary Rate Schedule – Effective 09/01/25 (5% increase)
Supervisors' Association

Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Capital Projects & Facilities Superintendent	CPF	10,011.73	10,510.93	11,036.13	11,587.33	12,164.53
Code Enforcement Supervisor	CES	8,087.73	8,491.60	8,916.27	9,361.73	9,826.27
Parks and Open Space Supervisor	POS	8,484.67	8,909.33	9,353.07	9,821.07	10,311.60
Public Works Inspection Supervisor	PWS	9,004.67	9,457.07	9,928.53	10,424.27	10,946.00
Street Maintenance Supervisor	SMS	8,087.73	8,491.60	8,918.00	9,365.20	9,829.73
Wastewater Collection Supervisor	WCS	8,871.20	9,320.13	9,784.67	10,273.47	10,784.80
Water Distribution Supervisor	WDS	8,871.20	9,320.13	9,784.67	10,273.47	10,784.80
Water Production Supervisor	WPS	8,871.20	9,320.13	9,784.67	10,273.47	10,784.80

Salary Rate Schedule – Effective 09/01/26 (5% increase)
Supervisors' Association

Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Capital Projects & Facilities Superintendent	CPF	10,512.67	11,036.13	11,587.33	12,166.27	12,772.93
Code Enforcement Supervisor	CES	8,491.60	8,916.27	9,361.73	9,829.73	10,316.80
Parks and Open Space Supervisor	POS	8,909.33	9,354.80	9,821.07	10,311.60	10,826.40
Public Works Inspection Supervisor	PWS	9,455.33	9,930.27	10,424.27	10,946.00	11,493.73
Street Maintenance Supervisor	SMS	8,491.60	8,916.27	9,363.47	9,833.20	10,322.00
Wastewater Collection Supervisor	WCS	9,314.93	9,786.40	10,273.47	10,786.53	11,323.87
Water Distribution Supervisor	WDS	9,314.93	9,786.40	10,273.47	10,786.53	11,323.87
Water Production Supervisor	WPS	9,314.93	9,786.40	10,273.47	10,786.53	11,323.87

APPENDIX B

Grandfathered Employees and their grandfathered rates.

Name	Division	Water Distribution	%	Water Treatment	%	Wastewater	%	Pesticide	%	Total %
Manuel, Jarrod	Facilities							QAL	1	1%
Martin, Luther	Parks & Open Space							QAL	1	1%
Mendoza, Rene	Water Distribution	D4	6%	T2	2%					8%
Setlak, Steve	Water Production	D4	6%	T2	2%					8%

Updated 9/1/18

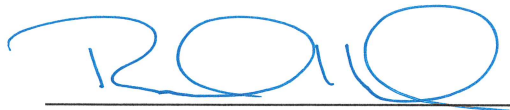
CITY OF CHINO HILLS

**MEMORANDUM OF UNDERSTANDING
SUPERVISORS' ASSOCIATION**

Signed this 28 day of August, 2024

For the City of Chino Hills:


Benjamin Montgomery
City Manager


Rod Hill
Assistant City Manager

For the Chino Hills Supervisors'
Association


Luther Martin
Employee Representative


Steve Setlak
Employee Representative


Jarrod Manuel
Employee Representative