

SUMMARY OF BENEFITS
UNREPRESENTED SWORN MANAGEMENT
Effective January 1, 2023 – June 30, 2025

Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

Sworn Management positions consist of the following position classifications:

Chief of Police
Captain
Deputy Chief of Police

ACTING PAY:

Acting Pay may be provided to employees who are formally assigned the duties of a vacant, higher-level class for at least twenty (20) consecutive workdays or 20 non-consecutive workdays during any ninety (90) day period. Such assignment will be confirmed by the processing of a Personnel Action Form by the employee's Department Director. Acting Pay will be granted as a five percent (5%) increase to the employees existing base salary only and will not be less than the amount equal to the entry level salary of the higher-level class for which the employee is performing duties, nor exceed the maximum salary at the top of the range of said class.

Source: Personnel Rules

ADDITIONAL LEAVE:

Deputy Chief of Police and Captain – In addition to Management Leave, affected employees may be provided up to 30 additional hours of leave, at the Chief's discretion, per fiscal year based on workload and hours worked. These hours will be cashed out if they are not used by the last pay period of the fiscal year.

Source: Resolution No. 85-54

ANNUAL PHYSICAL/WELLNESS:

Chief of Police - Up to \$450 may be provided to employees for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021

BENEFIT BANK:

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

- January 1, 2023: \$2,043 per month

An amount equal to the Kaiser (family rate for the City's zip code), Dental HMO family rate and Vision Basic family rate, currently \$2,043/month, will be applied effective for the pay period including January 1, 2023. This rate will be updated each year and adjustments will be made each December when the new year's premium rates are implemented.

Unused portions of the Benefit Bank up to a maximum of \$1,315 per month (\$1,376 for Chief of Police) will be paid out in the employee's regular paychecks as earned. For employees hired after September 3, 2019, the unused portions maximum of the Benefit Bank, up to a maximum of \$600 per month, will be paid out in the employee's regular paycheck as earned.

Any employee waiving health coverage is required to submit an affidavit attesting that he/she has qualifying group health coverage elsewhere; failure to provide this supporting documentation to the Human Resources/Risk Management Department can result in a loss of any excess Benefit Bank funds being dispersed.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49, 2013-046, 2015-054, 2019-050

BEREAVEMENT LEAVE:

Employees are provided with a non-accruing bank of five (5) days (50 hours) for bereavement of an immediate family member.

An "immediate family member" for purposes of this policy will include the following: spouse, domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, sibling-in-law, daughter/son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050

BILINGUAL PAY:

Chief of Police – A \$100 allowance per month (paid over 24 pay periods) for fluency in any language the City Manager deems necessary, including sign language.

Deputy Chief of Police and Captain – A \$240 allowance per month (paid over 24 pay periods) for fluency in any language the department director deems necessary, including sign language.

Employees will be eligible for bilingual pay solely at the employee's department director's discretion. The determination by the department director with regard to bilingual pay will be based on an assessment as to the need for the employee to use this skill on-the-job. The decision is not subject to any method of administrative appeal or challenge. In the event that an employee is approved for bilingual pay, and then at some future point in time changes assignments, classifications, duties, or in any manner is transferred or promoted, a determination may be made by the employee's department director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal. In any case, employees must first demonstrate their conversational skill through a competency examination developed and administered by the City. Recertification and its frequency remain at the discretion of the City.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025

COST OF LIVING ADJUSTMENT:

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

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

DEATH BENEFIT:

Chief of Police – Employee is provided with \$250,000 in life insurance coverage, payable to beneficiary on file in Human Resources at time of death.

Deputy Chief of Police and Captain – Employees are provided with \$100,000 in life insurance coverage, payable to beneficiary on file in Human Resources at time of death.

In the event of an employee’s death, his/her beneficiary will receive payment of all unused vacation and compensation time at 100%. Sick leave time will be paid out at the rate established by years of service.

In the event of an employee death, and such death is defined by the Workers’ Compensation system as an industrial death, the employee’s beneficiary(ies) will receive 100% cash-out of the employee’s accrued sick leave on record.

Source: Resolution No. 2000-047, 2000-069

DEFERRED COMPENSATION PLAN:

A 457 deferred compensation plan is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Chief of Police – The City-paid contribution to deferred compensation is \$700 per month. The contribution will be placed in a deferred compensation account selected by the City. Loans are permitted.

Deputy Chief of Police and Captain - The City-paid contribution to deferred compensation is \$410 per month. The contribution will be placed in a deferred compensation account selected by the City. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

“Catch-up” Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the 3 years prior to an employee's planned retirement date, the conversion of accrued sick/vacation/management/floating holiday and holiday leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation/management/floating holiday and holiday leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last 3 years prior to his/her planned retirement date. However, based on the total

amount of "457 catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within 3 years of his/her planned retirement date, have "457 catch-up" privileges available to him/her, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

“Catch-up” – Sick Leave

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

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

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

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

“Catch-up” hours advanced will be added back to the employee’s Sick Leave bank for the sick leave program calculation.

“Catch-up”– Vacation Leave

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

The employee maintaining his/her Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion.

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

“Catch-up”– Other Leave

In order to participate, the employee will select the amount of Other Leave he/she wants transferred into deferred compensation at the beginning of each of the 3 years.

“Age 50+ Catch-up”

In the calendar year you attain age 50 (or older), you may contribute an additional amount (\$7,500 for 2023) over the normal maximum contribution limit (\$22,500 for 2023). The “Age 50 Catch-up” and “Pre-Retirement Catch-up” provisions may not both be used in the same calendar year. Employees may use accrued sick/vacation/management/floating holiday/holiday comp leave hours to contribute this additional amount.

Defined contribution plan - 401(A):

This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes \$1 per pay period per participating employee. An employee’s election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Source: Resolution Nos. 2003-001, 2004-074

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

Source: Resolution Nos. 98-09, 98-40, 2019-050

DIRECT DEPOSIT

All employees will have funds directly deposited into an account established for deposit of any payroll check.

Source: Resolution No. 2019-050

DISABILITY:

The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the “buy-down” and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee’s base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee’s base salary. The entire benefit period will not exceed two (2) years.

Source: Resolution No. 86-59

DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS:

Chief of Police - The following Appeal procedure will be utilized by the Chief of Police for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to the Chief for appealing disciplinary action consisting of a Written Reprimand or less.

The Chief having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the Chief will be entitled to a non-evidentiary meeting with the City Manager. The purpose of this administrative appeal is to afford the Chief an opportunity to be heard by the City Manager as to why the Chief believes the discipline should be revoked or modified. The Chief may be heard verbally or in writing. The City Manager will have 10 workdays to respond to the Chief. If the City Manager does not respond within 10 workdays from the date of the administrative appeal to respond to the employee, the original disciplinary action will be deemed unchanged.

The determination of the City Manager will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the City Manager.

Source: Resolution No. 2000-69

Deputy Chief of Police and Captain - The following Appeal procedure will be utilized by sworn employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This shall be the sole and exclusive procedure afforded to sworn employees for appealing disciplinary action consisting of a Written Reprimand or less.

Any sworn employee having received a disciplinary action consisting of a Written Reprimand or less shall be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee shall be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard verbally or in writing. The supervisor shall have 10 workdays to respond to the employee. If the supervisor does not respond within 10 workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within 10 workdays of the supervisor's response to the employee's appeal, or 10 workdays after the time for the supervisor to respond has passed, the employee shall then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal shall be to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee may be heard verbally or in writing. The Chief of Police shall have 10 workdays to respond to the employee. If the Chief of Police does not respond within 10 workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

The determination of the Chief of Police shall be final, binding and conclusive. There shall be no other administrative method to appeal the determination of the Chief of Police.

Source: Resolution No. 2000-69

DISCIPLINARY APPEAL PROCEDURE CONSISTING OF MORE THAN A WRITTEN REPRIMAND:

The City Manager may determine if proposed discipline is affirmed, modified, or reversed.

Source: Resolution No. 98-40, 2005-008

EDUCATIONAL INCENTIVE PAY:

Deputy Chief of Police and Captain – Employees who have served two (2) consecutive years of full-time employment with the Chino Police Department are eligible to receive a one-time payment of his/her total annual base salary at the time the degree is awarded.

Degree	Percentage of Salary
Associate of Arts/Science	2-1/2%
Bachelor of Arts/Science	5%
Master of Arts/Science	7%

Employees are eligible to concurrently receive the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

Source: Resolution No. 97-62, 2009-036A

FLEXIBLE BENEFITS SPENDING PLAN:

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

Source: Resolution No. 2009-043, 2017-049

FLOATING HOLIDAY:

See Holiday Pay below.

Source: Administrative Policy-Floating Holiday Time

HOLIDAYS:

The City has designated 10 ten-hour holidays and 2 five-hour holidays as follows:

New Year’s Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	5 hours on the afternoon of Christmas Eve
Christmas Day	5 hours on the afternoon of New Year’s Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

HOLIDAY PAY:

Employees are credited with 145 holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year (prorated for new-hires following completion of 6

months of full-time/continuous service). These positions have the option of converting holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to another. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Upon written request to the City's Finance Department, payment of holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash out.

Deputy Chief of Police and Captain only - To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Except for retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

Source: Resolution No. 96-86, 2016-047

JURY DUTY:

It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

Source: Resolution No. 96-86, 2019-050

LIFE INSURANCE:

See Death Benefit section.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

LONG TERM CARE THROUGH BENEFIT BANK/PAYROLL DEDUCTION:

Employees who are participants in the CalPERS Long Term Care Program may make payments to CalPERS for this benefit from payroll deductions. Maintenance of eligibility to participate in the Program will be the sole responsibility of the employee. The City will make this payment/payroll deduction plan available to employees at the earliest opportunity and may rescind this benefit upon 30 days written notice to employees.

Source: Resolution Nos. 2000-47, 2000-69

LUNCH (PAID):

Deputy Chief of Police and Captain - Employees receive a one (1) hour paid lunch period included in their 10-hour workday.

Source: Resolution No. 96-86

MANAGEMENT LEAVE:

Chief of Police - Employee is provided with 90 Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to 70 hours of Management Leave per fiscal year at their current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to 70 hours maximum. Any remaining Management Leave at that time will be removed from the employee's leave bank.

Deputy Chief of Police and Captain - Employees are provided with 60 Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Up to 30 hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to 30 hours maximum. See also Additional Leave.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis, and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within 14 calendar days from the date of separation.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

MEDICARE CONTRIBUTION:

Chief of Police - The City will pay the cost of the employee portion of the Medicare Tax.

Source: Resolution No. 98-40

MILEAGE REIMBURSEMENT:

Deputy Chief of Police and Captain - The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Resolution No. 96-86

MILITARY LEAVE:

Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

(Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

PERFORMANCE EVALUATION:

Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):

An employee is limited to 30 calendar days from service of an adverse document in which to respond to said document placed in his/her Personnel File. If the affected employee, or the affected employee’s representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional 30 days extension will be granted.

Source: Resolution No. 2000-47

PHYSICAL FITNESS PROGRAM (VOLUNTARY):

Deputy Chief of Police and Captain – shall receive 1-30 hours of compensatory time off respectively per fiscal year for demonstration of physical fitness.

The City and the Employee agree and acknowledge that participation in this program is not an implied or express requirement of employment. The City will not be liable for the payment of workers’ compensation benefits for any injuries arising from participation in the program or from training/preparation, which any employee undertakes for participation in the program. Each employee participating in the program is required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

“Participation by employees of the City of Chino in the volunteer physical fitness program and in training/preparation for participation in the program, is strictly voluntary. No City employee is expected to participate in the program, and participation is not a part of any City employee’s work-related duties. The City shall not be liable for the payment of workers’ compensation benefits for any injury which arises from participation in the volunteer physical fitness program, or from training/preparation for participation in the program.

I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers’ Compensation claim which is related in any way to my participation, training, or preparation for the program.

Dated:
Signature of Employee”

The CPOA and CPMA Association Board Members will determine test dates for the Voluntary Physical Fitness Program and testing will take place over a period of time not to exceed 3 three months from the date of the first test to the date of the final test. Sworn employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the Program with benefits equal to 2 years of credit.

Source: Resolution Nos. 96-86(CPOA, CPMA & Captains), 97-62, 2008-047 (CPOA), 2009-036A

P.O.S.T. CERTIFICATE PAY:

Chief of Police – Eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary; and
Executive P.O.S.T. Certificate	1% of monthly base salary

Deputy Chief of Police and Captain – Employees are eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Intermediate P.O.S.T. Certificate	6% of monthly base salary; or
Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary

Qualified employees eligible to receive P.O.S.T. Certificate Pay will receive compensation paid over the normal 26 pay periods each fiscal year.

Deputy Chief of Police and Captain – Employees will be eligible to concurrently receive the one-time Educational Incentive Pay (equal to that provided to the Chino Police Association in Resolution 85-54) while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

Source: Resolution Nos. 89-195, 96-86, 97-62, 2004-105, 2005-008

RECRUITMENT INCENTIVES:

Deputy Chief of Police and Captain – for recommendation resulting in Sworn hire:

- ❖ \$2,000 at hire + \$500 upon completion of probation for entry level;
- ❖ \$4,000 at hire + \$1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatcher Supervisor:

- ❖ \$2,000 at hire + \$500 at time of completion of probation.

***NOTE:** The Chief of Police is not eligible for this benefit. In addition, any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of “Recruiter”. In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which*

contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

REHIRE POLICY:

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired not later than six (6) months after the effective date of resignation and then employed in his or her former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would otherwise serve and shall be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have his or her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated.

Source: Resolution Nos. 96-86, 97-62

RETIREMENT:

The City has a three-tier retirement benefit as follows:

Plan for sworn personnel:

- A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation
- B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with final compensation for the purposes of calculating a new member's retirement allowance equal to the new member's highest average PERS compensation for 36 consecutive months of employment

Member contributions:

Members will contribute the employee rate of contributions each payroll. All employee-paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS section 414 (h) (2) and PERS guidelines:

- A. 3% at age 50, if hired before October 16, 2011:
 - 1) Employee contribution rate – 9% of reportable compensation
- B. 3% at age 55, if hired on or after October 16, 2011:
 - 1) Employee contribution rate – 9% of reportable compensation
- C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
 - 1) Employee contribution rate – 13% of reportable compensation (subject to change)

The City provides the Fourth Level 1959 Survivor Benefits.

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86, 97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30, 2015-054 and California Public Employee Pension Reform Act of 2013 (PEPRA)

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

A Retirement Health Savings Plan is established in accordance with IRS regulations.

Chief of Police

- Employee contributes 1% of base earnings each pay period. Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave will be deposited to the employee's RHS plan.
- City will contribute \$250 per month, deposited on a 24 pay period cycle.

Deputy Chief of Police and Captain

- Employee contributes 1% of base earnings each pay period. Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave will be deposited to the employee's RHS plan.
- City will contribute \$300 per month, deposited on a 24 pay period cycle.

Source: Resolution No. 2007-049

SALARY ADJUSTMENTS:

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

Source: Resolution Nos. 2000-47, 2000-69, Employee Handbook

SEPARATION FROM CITY:

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

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

Source: Resolution No. 97-62

SEVERANCE:

Chief of Police - After one (1) year of employment, should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement (included as Exhibit A), pay to the employee severance in the amount equal to six (6) months of his/her monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

Source: Resolution Nos. 2009-036A, 2019-050

SICK LEAVE:

Upon hire, employees will be credited with 30 hours or three (3) days of sick leave, whichever is greater, which can be used following the completion of 90 days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue 10 hours of sick leave per month to a maximum accrual of 1,080 hours.

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

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor’s note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours used.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59,2015-046; Administrative Policies-Sick Leave Usage--Examination & Treatment, Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members, Sick Leave Usage--Pre-Employment Physical Examination

SICK LEAVE BUY BACK:

At separation of employment the City will buy back a percentage of the employee’s accrued sick leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City.

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

The City shall buy back 100% of the employee’s accrued sick leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

SICK LEAVE CONVERSION TO COMPENSATION:

Chief of Police - Who has accrued in excess of 320 hours of sick leave as of the final pay period in June of each year will have the option of annually converting up to 40 hours to compensation, for hours in excess of 320 hours, calculated at their base rate of pay. Sick Leave conversion is paid in the final payroll check of each fiscal year.

Source: Resolution No. 87-83

SICK LEAVE CONVERSION TO PERSONAL LEAVE:

For employees who have earned sick leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the 1,080 hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

SICK LEAVE PROGRAM:

Employees who have accumulated sick leave in excess of 960 hours on the last pay period in June, may convert up to 56 hours of sick leave to cash. Payment shall be calculated at the employee’s hourly base rate and paid in the final payroll check of each fiscal year.

Sick leave hours utilized for the “Catch Up” provision offered through the City’s 457 plan, will not be deducted when making the calculation above.

Source: Resolution Nos. 87-83, 91-102

SPECIAL COMPENSATION PAYMENT SCHEDULE:

Employees eligible to receive special compensation benefits which are a percentage of base pay, such as P.O.S.T. Certificate Pay, will receive compensation paid over 26 pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over 24 pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City’s contract with the California Public Employee’s Retirement System.

Source: Resolution No. 2019-050

SUPPLEMENTAL CONTRIBUTION FOR RETIREES:

Employees separating from City employment as a result of a non-disputed disability or service retirement after completion in either case of 15 years of continuous, uninterrupted, full-time sworn City service shall receive a monthly supplemental contribution equal to \$15 per month multiplied by the number of years of service from time of retirement and shall continue until death of the retiree. (For example, an employee retiring after 15 years of required continuous service shall receive a City-funded supplemental contribution in the amount of \$225 per month.)

However, if the retiree dies after receipt of this benefit for less than 15 years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefits payments totals a complete 15 years from the date that the payments commenced. For example, if the eligible retiree should die after receiving 10 years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse shall continue to receive the benefit for a remaining 5 years. No benefit shall be provided to any other beneficiary with the exception of what is noted here after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety shall apply only to employees employed as of June 30, 1998. Thereafter, no future employees in this position classification shall qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

Source: Resolution Nos. 96-86, 97-62, 98-40

TUITION REIMBURSEMENT PROGRAM:

Effective July 1, 2015, full-time, non-probationary employees enrolled in an accredited college/university degree program or professional development courses, are eligible for tuition reimbursement up to a maximum of \$3,000 per fiscal year upon successfully completing coursework with a minimum grade of "C." Certain "Pass" only courses may be eligible. A Tuition Reimbursement Form and required documentation must be received by the Human Resources Department no later than 60 calendar days after the course completion date. A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

The non-probationary status requirement does not pertain to those eligible employees who are considered to hold probationary status due to a promotion into a new position in the City. Any employee promoting from a part-time position to a full-time position are not eligible until they successfully pass probation.

Eligibility to receive tuition reimbursement shall be conditioned upon a determination by the Department Director that the major in which a degree is being pursued or professional development courses are in a field of protocol reasonably likely to enhance the employee's job performance or promotional advancement within the City.

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

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

Employees agree to complete one (1) year of service with the City from the date of completion of their course work or they will be required to reimburse the City for funds distributed.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102, 96-86, 97-62, 2015-054

UNIFORM CLOTHING/CLEANING ALLOWANCE:

The City shall provide to affected employees a clothing/cleaning allowance of \$1,200 per year. Affected employees shall receive payment for their total clothing/cleaning allowance one time per year. This payment shall be in a check separate from the employee’s regular paycheck and shall be provided at the time of distribution on the second payroll check in August of each year. Upon appointment/promotion to a non-eligible position classification or separation from employment prior to the end of a fiscal year, the employee shall be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

Source: Resolution Nos. 85-54, 96-86, 2003-01

The amount of reportable compensation for uniforms shall not exceed \$770 per year. Non-uniformed clothing will not be included with reportable compensation in accordance with PERS guidelines. At the employee’s option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each employee.

Source: Resolution No. 2006-021

VACATION LEAVE:

Maximum accrual of vacation is 400 hours. Upon termination of employment, accrued vacation will be paid at the employee’s then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule vacation time off for rest and recuperation in order that earned vacation time in excess of 400 hours will not be removed from the records.

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

Vacation leave will be taken at a time approved by the City Manager (Chief of Police) Department Director (Deputy Chief of Police and Captain) with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City

Manager or designated representative. In the event that one or more City holidays fall within an annual vacation leave, the holidays will not be charged as vacation leave; however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the City Manager.

Source: Resolution Nos. 85-54, 86-59, 2005-008

VACATION LEAVE BUY BACK:

At separation or retirement, 100% of accrued vacation leave, to a maximum of 400 hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive vacation leave buy back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution No. 86-59, 2005-008

VACATION LEAVE CONVERSION OPTION:

Chief of Police - May convert a maximum of 120 hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding sick leave, must have been taken as time off.

Deputy Chief of Police and Captain - Employees who have accumulated a minimum of 120 vacation hours may convert a maximum of 80 hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding sick leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

VEHICLE ALLOWANCE:

Chief of Police – Employee is provided with a vehicle. The City pays all expenses related to the operation of the vehicle.

Source: Resolution Nos. 86-59, 87-83, 89-195, 91-102, 2005-008, 2013-046

WORKERS' COMPENSATION:

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick Leave, Vacation Leave, Floating Holiday Leave, and/or Compensatory Time off for full salary continuance. Thereafter, the employee will receive 100% salary plus full benefits continuation for a period of one (1) year.

Source: Labor Code section 4850; Resolution No. 85-54

WORKERS' COMPENSATION PREMIUM PAYMENT:

In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

Source: Resolution No. 97-62

WAIVER AND RELEASE AGREEMENT

I, the undersigned, do hereby acknowledge and attest that I have read and understood the Severance section of the Summary of Benefits – Unrepresented Sworn Management with the City of Chino and hereby agree that by accepting a Severance Payment, I agree to waive all rights to further claims, remedies, or legal action against the City its officers and employees.

In exchange for receipt of the Severance Payment, I and my representatives, heirs, successors, and assigns do hereby completely release and forever discharge the City of Chino and its related entities and their present and former officers, directors, council members, agents, employees, attorneys, and successors (collectively, “Released Parties”) from all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which I may have now or in the future arising from any act or omission or condition occurring on or prior to the date this waiver is signed whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation (collectively, the “Released Claims”). Released Claims shall also include, but not be limited to, claims for wages or other compensation due, severance pay, bonuses, sick leave, vacation pay, life or health insurance, or any other fringe benefit.

I knowingly and voluntarily waive any and all rights or benefits that I may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

By initialing below, I acknowledge that I have read and understand this waiver and voluntarily and knowingly am waiving my right under Section 1542 to pursue unknown or unanticipated claims, rights, demands, action, obligations, liabilities and cause of action of any kind.

Initials

I also agree not to file any claim, sue or initiate against any of the Released Parties any compliance review, action, or proceeding, or participate in the same, individually or as a member of a class, under any contract (express or implied), or any federal, state, or local law, statute, or regulation pertaining in any manner to the Released Claims.

Except as disclosure may occur to attorneys or accountants representing the parties or as otherwise may be required by law, or in response to any subpoena or public records act request for this Agreement, both parties agree to keep details of all negotiations in conjunction with this Agreement, including the facts and circumstances leading up to the City Council’s decision to terminate the employment relationship, strictly confidential and not disclose them to anyone, including without limitation, any person, organization, corporation, or other business entity for any purpose.

Approved and Agreed to By:

Dated: _____

Employee

Dated: _____

City Manager