

CITY OF CHINO HILLS
GENERAL EMPLOYEES UNIT

Memorandum of Understanding

Between

The City of Chino Hills

And

The San Bernardino Public Employees Association

September 1, 2005 through August 31, 2007

MEMORANDUM OF UNDERSTANDING CITY OF CHINO HILLS GENERAL
UNIT 9/27/05

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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 General Employees Unit of the San Bernardino Public Employees Association, (hereinafter referred to as "SBPEA") 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 San Bernardino Public Employees 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:

Account Clerk I	Neighborhood Services Coordinator
Account Clerk II	Permit Technician I
Administrative Clerk	Permit Technician II
Administrative Secretary	Public Works Inspector I
Administrative Technician	Public Works Inspector II
Building Inspector I	Receptionist
Building Inspector II	Records Coordinator
Code Enforcement Officer	Recreation Coordinator
Community Services Coordinator	Secretary
Customer Service Representative	Senior Account Clerk
Engineering Technician I	Senior Administrative Clerk
Engineering Technician II	Senior Maintenance Worker
Landscape Inspector I	Senior Permit Technician
Landscape Inspector II	Utility Conservation Specialist
Maintenance Worker I	Water Quality Technician
Maintenance Worker II	
Meter Reader	

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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 employee rights:

1. The right 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.
2. 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.

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3. 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.
4. The right of SBPEA, upon its request and prior to implementation, to discuss with City management any change in terms or conditions of employment which results in a 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 SBPEA 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. SBPEA 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, 2005, March 1, 2006, and September 1, 2006, the City will make equity adjustments as set forth in Appendix A. Each employee whose

classification is upwardly adjusted will be placed on the new salary range at the same step as in effect at the time of the adjustment.

The base salary ranges in Appendix B, Salary Rate Schedule 1 and Salary Rate Schedule 2, reflect an across the board increase of 2.5% effective September 1, 2006 and 2.5% effective March 1, 2007.

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 the City's salary schedule.

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ARTICLE 6:

Probationary Period

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.

Original Probationary Period: A Work Performance Evaluation will be given at the conclusion of ten (10) pay periods or the fifth month, and again after twenty (20) pay periods of the tenth month following an original appointment.

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.

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.

Promotional Probationary Periods: An employee who is promoted will be given a Work Performance Evaluation at the conclusion of four (4) pay periods or approximately two months, and after ten (10) pay periods or the fifth 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, with thirty (30) working days, which will be placed with the evaluation in the employee's personnel file.

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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	160 Hours
Over 104 and through 234 Pay Periods	120 Hours	240 Hours
Over 234 Pay Periods	160 Hours	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.

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- (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 to be compensated in a lump sum payment for accrued vacation leave.

Section 2. 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 member of the immediate family who requires the attention of the employee, for a maximum of forty-eight (48) hours per calendar year. 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 on 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 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 anytime, 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

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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 construed as grounds for disciplinary action up to and including termination.

Section 3. Sick Leave Incentive Program: Employees in a regular position 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 cash out, 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.

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Section 4. Sick Leave Conversion: Upon retirement or separation of service, employees in regular positions with ten (10) or more years of 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	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1,000 Hours	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 5. 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 received 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 6. Bereavement Leave: When circumstances are such and the City Manager determines that conditions warrant, three (3) days of paid bereavement leave may be used per occurrence in the event of death of a spouse, child, brother, sister, parent, parents-in-laws, or grandparent of a full time employee. If the day of bereavement falls on the employee's eight (8) hour day, the employee will be credited with eight (8) hours. If the day of bereavement falls on the employee's nine (9) hour day, the employee will be credited with nine (9) hours.

With
City
Manager

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approval, up to an additional sixteen (16) hours of sick leave may be used to supplement bereavement leave.

In the event of the death of other relatives and with City Manager approval, forty (40) hours of sick leave may be used per occurrence for the death of aunts, uncles, or other individuals related by blood or marriage.

Section 7. 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. 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. 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 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. Employees shall report to work if they are released from jury duty more than 2 hours prior to the end of their regular shift.

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.

Section 8. 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.

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Section 9. Military Leave: Military leave shall be granted to the City employees in accordance with the provisions of current federal and state law.

Section 10. 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 11. Family Care Leave: Family Care Leave shall be granted to City employees in accordance to both the Federal and State Family Care Leave Acts. Employees who have been employed with the City for at least twelve months and have worked at least 1000 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 spouse, child, or parent 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 care leave.

Section 12. Hours of Work: City Hall departments shall be kept open for business on all days of the year except Saturdays, Sundays, and holidays 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, and holidays from 6:45 a.m. to 4:45 p.m. Monday through Thursday and 6:45 a.m. to 3:45 p.m. on Fridays.

All City Hall and City Yard employees, exclusive of field employees, must take a one (1) hour non-paid meal period. Field staff must take 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, 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. Alternate schedules must begin no earlier than 7:00 a.m. and end no later than 6:00 p.m. and will not include a shorter meal period than above.

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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.

Section 13. Overtime: Overtime shall be defined as all hours worked in excess of forty (40) hours a work week. For purposes of defining overtime, all paid leave time except sick time shall be considered as time actually worked. The accrual of floating holiday time as a result of working on a City fixed holiday shall be considered as time worked for overtime purposes.

- (a) Overtime shall be reported in increments of fifteen (15) minutes and is no accumulative and no payable when incurred in units of less than fifteen (15) minutes.
- (b) The rate of compensation or accumulation for compensatory time will be at premium time (one and one-half times the employee's regular rate of pay or number of overtime hours worked).
- (c) The employee shall designate, prior to working overtime, whether compensation for overtime shall be paid in overtime compensation or by accrual of compensatory time off.
- (d) Compensatory time off accruals is limited to two hundred forty (240) hours.
- (e) The work period will be forty (40) hours and a pay period will still consist of two (2) work periods. However, the first work period will end and the second work period will begin in the middle of the work shift on the fifth day. Four (4) hours will belong to the first work period and the remaining four (4) hours of that day will belong to the second work period. The pay period will still coincide with the current payroll reporting period.
- (f) All non-emergency overtime must be approved, in advance, on an "Overtime Authorization Form" signed by the Department Head. All emergency overtime must be applied, the next regular work day, on an "Overtime Authorization Form" signed by the Department Head.

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Section 14. Holidays: All regular employees shall be entitled to the following fixed holidays:

- January 1
- Third Monday in January
- Third Monday in February
- Last Monday in May
- July 4
- First Monday in September
- November 11
- Thanksgiving Day
- Day after Thanksgiving

December 24
December 25
December 31

For the first year of this agreement only, the December 24, 2005 holiday will be observed on December 27, 2005 and the January 1, 2006 holiday will be observed on December 29, 2005. The City Hall and the City Yard will also be closed for regular business on December 28, 2005 and employees in a classification represented by this unit will be credited nine (9) hours of holiday leave.

- (a) If a fixed holiday falls on the employee's Friday off, the employee will accrue eight (8) hours of holiday time.
- (b) If a fixed holiday falls on the employee's eight (8) hour day, the employee will be credited with eight (8) hours. If a fixed holiday falls on the employee's nine (9) hour day, the employee will be credited with nine (9) hours. Each employee in a classification represented by this unit will be credited with one (1) hour of vacation leave as compensation for holidays on the following dates: May 31, 2004, July 5, 2004 and September 6, 2004, provided that the employee was employed in a regular full-time position on those dates.
- (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

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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 15. On Call: Employees may be assigned to 24 hour on call duty, requiring the employee to respond to emergency calls within forty-five (45) minutes from the time the employee receives the communication to respond. Response to emergency calls may require the employee to report back to work, as provided in this Article.

- (a) The rate of compensation under this Rule shall be Two Dollars (\$2.00) per hour. Said compensation is exclusive of any other compensation which may be provided in this Article. On call hours shall not count as hours worked.

Section 16. Call Back: Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing at the time of the page or contact. Any call back lasting two (2) hours or less shall result in a credit for two hours worked. A subsequent call received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid as actual time worked.

ARTICLE 9:

Pay Adjustments

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.
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Merit Pay Increases: Original appointments shall be made at the minimum of "A" step, 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 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 "meeting standards" 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 “needs improvement” 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 “meeting standards” or above work performance evaluation rating.

Personnel Action Forms will be originated by the Department and sent to the Human Resources 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 effective the first day of the pay period following the approved effective date.

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 check in payment of compensation shall be made to the City employee on the workday preceding the holiday.

Water Certification Pay: Effective November 13, 2004, 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 shall be equal to 1% of base hourly salary for each level, of each certificate, obtained and maintained in good standing. Water Certificate Pay will be included as the basis in all payroll computations including overtime.

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

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Eligible classifications include: Customer Service Representative, Engineering Technician I/II, Landscape Inspector I/II, Maintenance Worker I/II, Meter Reader, Permit Technician I/II, Public Works Inspector I/II, Senior Maintenance Worker, Senior Permit Technician, Senior Public Works Inspector, Utility Conservation Specialist, and Water Quality Technician.

ARTICLE 10:

Changes in Employment Status

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.

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.

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ARTICLE 11:

Separation from Service

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.

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.

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.

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.

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

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 position, 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 SBPEA prior to lay-off.

Order _____ of _____ Lay _____ Off:
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- (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) Lay offs among regular employees shall be made on the basis of seniority as established by the lay off 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 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.

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. 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.

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

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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 lay off 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.

Short-Term Lay Offs: Lay offs for periods not to exceed fifteen (15) consecutive workdays may be made in order as determined by the Personnel Officer. Short-term lay offs 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 lay offs are exempt from the lay off rules covering seniority and bumping rights.

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.

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Established Qualification Requirement: Employees who are demoted to a position not previously held with the City as a result of the lay off 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). Only courses that are "job related" or to attain an advanced degree for career advancement, will be acceptable. 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 Two Thousand and Five Hundred Dollars (\$2,500) 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, Human Resources Department, 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

Employees in this Unit who elect to enroll in City health insurance plans shall be provided seven hundred and fifty-seven dollars (\$757) per month, under a Section

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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 Six Hundred and Seven Dollars (\$607) per month.

Effective July 1, 2006, employees who elect to enroll in a City health insurance plan will receive eight hundred and seven dollars (\$807) per month and employees who elect to opt out of City health insurance plans will receive six hundred and fifty-seven dollars (\$657) per month.

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 Department 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 another source. 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. 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 Personnel Office.

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 care 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 care leave, shall

not

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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.

ARTICLE 14:

Retirement System Contributions

Section 1. City Contributions: 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 seven percent (7%) 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" or "all employee" 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 applied, 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 seven percent (7%) 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.
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ARTICLE 15:
Life Insurance

The employees in this Unit receive \$50,000 City-paid life insurance and accidental death and dismemberment insurance.

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 a \$262.00 Boot Allowance for the purchase of safety boots each year.

Building Inspector I	Meter Reader
Building Inspector II	Public Works Inspector I
Code Enforcement Officer	Public Works Inspector II
Customer Service Representative	Recreation Coordinator Assigned to McCoy Equestrian Center
Landscape Inspector I	Senior Maintenance Worker
Landscape Inspector II	Senior Public Works Inspector
Maintenance Work I	Utility Conservation Specialist
Maintenance Worker II	Water Quality Technician

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This allowance will be issued by separate payment, 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.

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 SBPEA 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 SBPEA 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 period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, the City shall allow a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.

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 nor used to report to work late or leave early.

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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 ten (10) working days, the supervisor shall give the decision to the employee orally.

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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

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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.

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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

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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 and/or request a meeting with the person issuing the reprimand to discuss its contents. The issuer of the reprimand will then consider it and based on that consideration, either withdraw the Written Reprimand or place it in the employee's personnel file. 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.

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- (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 a 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.

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(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 the 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 Civil Service Commission of the County of San Bernardino. 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.

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- (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 shall have 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.

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- (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.

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- (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.

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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:

Payroll Deductions

It is agreed that SBPEA membership dues and insurance premiums for plans sponsored by SBPEA 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 SBPEA 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 SBPEA, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. SBPEA 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 this Article.

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ARTICLE 24:

SBPEA Communications

Section 1: Bulletin Boards: The City will furnish a reasonable portion of existing bulletin board space for notices of SBPEA. 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 SBPEA meetings, agenda and minutes.
- (b) Information on SBPEA elections and results.
- (c) Information regarding SBPEA social, recreational, and related news bulletins.
- (d) Reports of official business of SBPEA, 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 SBPEA, 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 25:

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.

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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 to increase communications between the Association and the City.

ARTICLE 26:

Term

The term of this Memorandum of Understanding shall commence on March 1, 2004. 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 27:

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

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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 28:

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 SBPEA 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, SBPEA 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 SBPEA 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 29:

Agency Shop Arrangement

Section 1. Agency Shop: Agency Shop as used in this section means an organizational security arrangement as defined in Government Code Section 3502.5 and applicable law.

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Section 2. Membership Dues and Service Fees

The San Bernardino Public Employees Association (SBPEA) shall have the sole and exclusive right to have membership dues deducted by the City of Chino Hills (City) for employees covered by this Article upon written authorization from such employees. Remittance shall be made by the City to SBPEA within thirty (30) days after the conclusion of the month in which said membership dues were deducted.

SBPEA shall advise the City, in writing, of the dues amount to be deducted for each member. Any changes in dues will be submitted to the City, in writing, thirty (30) days prior to the effective day of such change.

Commencing within thirty (30) days of this agreement or within thirty (30) days of employment, whichever occurs later, each employee in a position covered by this Article and each employee newly hired into a position covered by this Article shall be required to elect to: a) become a member in good standing of SBPEA; or b) pay to be SBPEA a service fee, unless he/she qualifies for the religious exemption set forth in Section 3 below. Employees that fail to make an election within the specified time period will be subject to a deduction in the amount equal to membership dues. The amount of the service fee to be deducted shall be determined by SBPEA subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues applicable to SBPEA members.

The City shall provide SBPEA with a list of employees represented by this unit including names, addresses, and classifications on a quarterly basis.

The City will put into effect any new, changed, or discontinued deduction in the pay period the Payroll Authorization Form is received providing sufficient time allows for normal processing of the change or deduction.

SBPEA shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for service fee payers to challenge SBPEA's determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

SBPEA shall make available, at its expense, an expeditious administrative appeals procedure to employees who object to the payment of any portion of the service fee. A copy of such procedure shall be made available upon request to non-members and the City.

Section 3. Religious Exemption from Service Fee Obligations:

Any employee who is a member of a bonafide religion, body, or sect whose traditional tenets or teachings include objections to financially supporting employee organizations shall not be required to meet the above service fee obligations. Such employee must, instead arrange with SBPEA to satisfy his/her obligation by paying

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an amount equivalent to membership dues to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee, from the following: American Cancer Society, Make-A-Wish Foundation, Inland Valley Humane Society.

To qualify for the religious exemption, the employee must provide to SBPEA, with a copy to the City, a written statement of objection, along with a verifiable written statement from an authorized representative of the religious body that confirms the employee's membership. SBPEA will be responsible to determine if an employee qualifies for a religious exemption and will be responsible to notify the City of the determination.

The religious exemption payment obligations shall be processed by the City in the same manner as membership dues and service fee deductions.

Section 4. Leave of Absence Without Pay: Employees on a leave of absence without pay during a pay period shall have the deduction of service fees, membership dues, or religious exemption payment obligations, if sufficient funds remain after all other payroll deductions are made.

Section 5. Rescission: An agency shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5 (d).

Section 6. Hold Harmless: SBPEA agrees to indemnify the City against, defend the City against, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the provisions of this Article.

ARTICLE 30:

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.

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Appendix A

Equity Adjustments

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UNIT

EXHIBIT "A"

Current Salary Range	Effective 9/1/05	Effective 3/1/06	Effective 9/1/06
ACCOUNT CLERK I	21 R	23 R	25 R --
ACCOUNT CLERK II	25 R	27 R	29 R --
ADMINISTRATIVE CLERK	20 R	22 R	24 R 25 R
ADMINISTRATIVE SECRETARY	33 R	35 R	37 R --
ADMINISTRATIVE TECHNICIAN	33 R	35 R	37 R --
BUILDING INSPECTOR I	36 R	38 R	40 R --
BUILDING INSPECTOR II	40 R	42 R	44 R --
CODE ENFORCEMENT OFFICER	36 R	38 R	40 R --
CUSTOMER SERVICE REPRESENTATIVE	26 R	28 R	29 R --
LANDSCAPE INSPECTOR I	36 R	38 R	40 R --
LANDSCAPE INSPECTOR II	40 R	42 R	44 R --
MAINTENANCE WORKER I	23 R	25 R	26 R --
MAINTENANCE WORKER II	27 R	29 R	30 R --
METER READER	23 R	25 R	26 R --
NEIGHBORHOOD SERVICES COORDINATOR	34 R	36 R	37 R --
PERMIT TECHNICIAN I	31 R	--	-- --
PERMIT TECHNICIAN II	33 R	34 R	-- --
PUBLIC WORKS INSPECTOR I	31 R	33 R	35 R 37 R
PUBLIC WORKS INSPECTOR II	40 R	42 R	44 R --
RECORDS COORDINATOR	36 R	38 R	40 R --
RECREATION COORDINATOR	34 R	36 R	37 R --
SECRETARY	27 R	29 R	31 R --
SENIOR ACCOUNT CLERK	29 R	31 R	33 R --
SENIOR ADMINISTRATIVE CLERK	27 R	29 R	31 R --
SENIOR MAINTENANCE WORKER	31 R	33 R	34 R --
SENIOR PERMIT TECHNICIAN	36 R	37 R	-- --
UTILITY CONSERVATION SPECIALIST	34 R	36 R	38 R 40 R
WATER QUALITY TECHNICIAN	34 R	36 R	38 R 40 R

