Exhibit A

COMPENSATION AND BENEFIT PLAN FOR UNREPRESENTED SWORN MANAGEMENT EMPLOYEES

UNREPRESENTED SWORN MANAGEMENT EMPLOYEES:

The Unrepresented Sworn Management Employee group (Employee or Employees) shall be comprised of the following classifications and positions employed by the City of Chino (City):

Chief of Police
Captain
Deputy Chief of Police

BASE COMPENSATION:

All Unrepresented Sworn Management Employees shall be provided an three percent (3%) cost-of-living adjustment wage increase (COLA) effective the beginning of the pay period that includes July 1, 2025, as reflected in the updated Classification Plan and Compensation Schedule set forth below:

Classification Title	Range		Base	Midpoint	Maximum
Captain	4020	Hourly	$ 88.81	$ 97.69	$ 106.56
		Monthly	$ 15,393.33	$ 16,933.17	$ 18,471.00
		Annually	$ 184,720.00	$ 203,198.00	$ 221,652.00
Chief of Police	1400	Hourly	$ 103.61	$ 121.74	$ 139.88
		Monthly	$ 17,959.08	$ 21,101.58	$ 24,246.17
		Annually	$ 215,509.00	$ 253,219.00	$ 290,954.00
Deputy Chief of Police	4000	Hourly	$ 93.24	$ 102.57	$ 111.90
		Monthly	$ 16,161.75	$ 17,778.83	$ 19,395.92
		Annually	$ 193,941.00	$ 213,346.00	$ 232,751.00

In the event the City authorizes a general salary increase, cost-of-living adjustment (COLA), or other across-the-board base salary increase for Employees represented by the Chino Police Managers Association (CPMA), the same percentage salary adjustment shall be applied concurrently to all classifications within the Unrepresented Sworn Management group, including Captain, Deputy Chief of Police, and Chief of Police.

DIRECT DEPOSIT:

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

LONGEVITY PAY:

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

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

- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

ACTING PAY:
The City will grant Acting after an Employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an Employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the Employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying Employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The Employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

ADDITIONAL DUTY PAY:
Afforded to an Employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An Employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Chief of Police (Captain & Deputy Chief of Police) or City Manager (Chief of Police).

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

ANNUAL PHYSICAL/WELLNESS:
Chief of Police – Up to one thousand, two hundred dollars ($1,200) may be provided to Employees for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the Employee's regular paychecks as earned.

Any Employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the Employee in the lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the Employee in lowest cost medical plan. Such enrollment will remain in effect until the Employee provides valid opt-out documentation during the next open enrollment period.

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified, immediate family member is provided.

A "qualified immediate family member" is defined as spouse, domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, sibling-in-law, daughter/son-in-law, grandparent, grandchild, or any other relative residing within the Employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The Employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

BILINGUAL PAY:
Employees are eligible to receive an allowance (paid over 24 pay periods) for verbal fluency in any language other than English, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine Employees' proficiency. Testing and its frequency are at the discretion of the City. An Employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Approval: To be eligible to take the City's competency examination, an Employee must be recommended by the Chief of Police (Approver). Eligibility for the opportunity to test for Bilingual Pay is solely at the Approver's discretion and is not subject to administrative appeal or challenge. The Approver will make their recommendation based on an assessment of the need for the Employee to use bilingual skills on-the-job. If an Employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the Approver that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the Employee with no right of appeal.

Chief of Police – Eligible to receive a one hundred and sixty dollar ($160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary, including sign language.

Deputy Chief of Police and Captain – Eligible to receive a two hundred and forty dollar ($240) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the Chief of Police deems necessary, including sign language.

COMPUTER LOAN PROGRAM:
Non-probationary Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

DEATH BENEFIT:
Chief of Police – Employee is provided with $250,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

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

In the event of an Employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the Employee would have been eligible for retirement using CalPERS definition, Sick Leave will be paid out to the Employee's beneficiary(ies) at 100% cash out of the Employees accrued Sick Leave on record.

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

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all Employees, providing tax-deferred savings to serve as a retirement supplement. An Employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
Chief of Police – A contribution of seven hundred dollars ($700) per month is made into the City's selected plan, 401(a), for the Employee. Loans are permitted.

Deputy Chief of Police and Captain – A contribution of four hundred and ten dollars ($410) per month is made into the City's selected plan, 401(a), for each Employee. Loans are permitted.

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

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

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

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

The Employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. "Catch-up" hours advanced will be added back to the Employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the Employee will select the amount of Vacation Leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The Employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The Employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The Employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the Employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Management Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The Employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

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

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

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

DISABILITY:
The City will pay all premiums for a Short/Long Term Disability Program and provide it to all full-time, non-probationary Employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the Employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a

rate of 66-2/3% of the Employee's base salary. The entire benefit period will not exceed five (5) years.

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

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

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

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

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

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

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

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

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

respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

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

DISCIPLINARY APPEAL PROCEDURE CONSISTING OF MORE THAN A WRITTEN REPRIMAND:
The City Manager will no longer serve as the Hearing Officer.

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

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

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

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 – Flexible Benefits Spending Plan is available for Employee contributions in accordance with IRS regulations.

FLOATING HOLIDAY TIME:
See Holiday Pay below.

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays and two (2) five-hour holidays as follows:

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

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

HOLIDAY PAY:
Employees are credited with one hundred and twenty (120) Holiday and thirty five (35) Floating Holiday hours at the beginning of each fiscal year (prorated for new-hires following completion of six (6) months of full-time/continuous service). These positions have the option of converting Holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any Holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no

option to carry unused accumulated Holiday time from one fiscal year to another. Any unused Holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last pay day of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused Holiday time.

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

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

Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

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

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

LIFE INSURANCE:
See Death Benefit section.

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

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

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

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

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

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

Up to an additional sixty (60) hours of Management Leave may be granted by the Chief of Police with a corresponding ability to cash out these hours for any Employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

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

MEDICARE CONTRIBUTION:
Chief of Police – The City will pay the cost of the Employee portion of the Medicare Tax.

MILEAGE REIMBURSEMENT:
Deputy Chief of Police and Captain – The City agrees to reimburse Employees authorized by the Chief of Police for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an Employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the Employee may not be paid until current vehicle coverage has been provided.

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

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

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

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
An Employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in his/her Personnel File. If the affected Employee, or the affected Employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

PHYSICAL FITNESS PROGRAM (VOLUNTARY):
Employees shall receive 1-30 hours of pay respectively per fiscal year for demonstration of physical fitness.

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

> "Participation by Employees of the City of Chino in the volunteer physical fitness program and in training/preparation for participation in the program, is strictly voluntary. No City Employee is expected to participate in the program, and participation is not a part of any City Employee's work-related duties. The City shall not be liable for the payment of workers' compensation benefits for any injury which arises from participation in the volunteer physical fitness program, or from training/preparation for participation in the program.
>
> I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers' Compensation claim which is related in any way to my participation, training, or preparation for the program.
>
> Dated:
> Signature of Employee"

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

P.O.S.T. CERTIFICATE PAY:
Chief of Police – Eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

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

Executive P.O.S.T. Certificate	1% of monthly base salary

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

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

Qualified Employees eligible to receive P.O.S.T. Certificate Pay will receive compensation paid over the normal twenty-six (26) pay periods each fiscal year.

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

PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:
Each fiscal year, the City shall reimburse the Chief of Police for dues and related meeting attendance meals for one (1) of the following organizations:

- Chino Valley Lions Club
- Rotary Club of Chino Valley
- Kiwanis Club of Chino
- Soroptimists Chino Valley

RECRUITMENT INCENTIVES:
For recommendation resulting in Sworn Officer hire:

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

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

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

NOTE: *The Chief of Police is not eligible for this benefit. In addition, any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of Employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". To receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

REHIRE POLICY:
Any Employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would serve and shall be subject to all terms and

conditions of employment applicable to any newly hired Employee. The only exception shall be that any Employee rehired shall have their leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

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

RETIREMENT:
The City has a three-tier retirement benefit as follows:
Plan for sworn personnel:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 3% at age 50 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011, will be enrolled in the 3% at age 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2.7% at age 57 (PEPRA) Plan, with a 3-year average final compensation.

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

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

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
A Retirement Health Savings Plan is established in accordance with IRS regulations.

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

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an Employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an Employee by the City, the Employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the Employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.

2. Written documentation showing the calculations of the overpayment will be provided to the Employee. A meeting may be requested by the Employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the Employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the Employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the Employee's final pay. If the amount owed is greater than the Employee's final pay, the City may initiate a collections process against the Employee.

C. Underpayments

1. In situations involving underpayment to an Employee by the City, the Employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

SEPARATION FROM CITY:

Chief of Police – At the discretion and approval of the City Manager, Employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the Employee actually reports to work.

Deputy Chief of Police and Captain – At the discretion and approval of the Chief of Police, Employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the Employee actually reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

Leave time is defined as vacation, holiday, or management. Sick leave usage will be allowed under the terms of Sick Leave, and those provisions must be followed for any sick leave usage to be allowed.

SEVERANCE:

Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement, pay to the Employee severance in the amount equal to six (6) months of their base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

SICK LEAVE:
Upon hire, Employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the Employee is paid for more than two-thirds (2/3) of the working days in such month, Employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an Employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the Employee will be subject to the new bargaining group's MOU or Compensation and Benefit Plan.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor's note or certification. If documentation is not received, the Employee will not receive payment for any Sick Leave hours for time missed from work.

SICK LEAVE BUY BACK:
At separation of employment the City will buy back a percentage of the Employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

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

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

SICK LEAVE CONVERSION TO COMPENSATION:
Chief of Police – Who has accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

SICK LEAVE CONVERSION TO PERSONAL LEAVE:
For Employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

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

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

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

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

SUPPLEMENTAL CONTRIBUTION FOR RETIREES:
Employees separating from City employment as a result of a non-disputed disability or service retirement after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City service shall receive a monthly supplemental contribution equal to fifteen dollars ($15) per month multiplied by the number of years of service from time of retirement and shall continue until death of the retiree. (For example, an Employee retiring after 15 years of required continuous service shall receive a City-funded supplemental contribution in the amount of $225 per month.) However, if the retiree dies after receipt of this benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefits payments totals a complete fifteen (15) years from the date that the payments commenced. For example, if the eligible retiree should die after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse shall continue to receive the benefit for a remaining 5 years. No benefit shall be provided to any other beneficiary with the exception of what is noted here after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety shall apply only to Employees employed as of June 30, 1998. Thereafter, no future Employees in this position classification shall

qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

TUITION ADVANCE PROGRAM:
Full-time, non-probationary Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any Employee's educational expenses.

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

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

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

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

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

It shall remain the individual Employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

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

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the Employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each Employee.

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

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

Vacation Leave will be taken at a time approved by the Chief of Police with due regard for the wishes of the Employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, Employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the Chief of Police. In the event that one or more City holidays fall within an annual Vacation Leave, the holidays will

not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Chief of Police and notification to the Finance Department to affect this temporary exception.

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation leave, to a maximum of four hundred (400) hours, will be paid at the Employee's existing base rate of pay. New Employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

VACATION LEAVE CONVERSION:
Chief of Police – May convert a maximum of one hundred and twenty (120) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the Employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

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

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

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

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

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

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured Employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.

- That the injured Employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

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

SAVINGS CLAUSE:
Should any clause in this Compensation and Benefit Plan be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Compensation and Benefit Plan will remain in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:
All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the Employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

IMPLEMENTATION:
These compensation and benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.