

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLAREMONT, CALIFORNIA, APPROVING THE CLAREMONT POLICE OFFICERS' ASSOCIATION (CPOA) MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE CITY MANAGER TO IMPLEMENT WAGES, HOURS, AND TERMS AND CONDITIONS OF EMPLOYMENT THROUGH JUNE 30, 2021 AND APPROVING REVISED FULL-TIME SALARY SCHEDULE EFFECTIVE JULY 1, 2019

WHEREAS, the proposed Memorandum of Understanding between the City and the Claremont Police Officers' Association (CPOA) has been posted and was available for public discussion during the February 25, 2020 City Council meeting; and

WHEREAS, the proposed revised salary chart has been posted and was available for public discussion during the February 25, 2020 City Council meeting.

NOW, THEREFORE, THE CLAREMONT CITY COUNCIL DOES HEREBY RESOLVE:

SECTION 1. That the Claremont Police Officers' Association (CPOA) Memorandum of Understanding, attached hereto as Exhibit I, is approved and incorporated by this reference as if fully set forth herein.

SECTION 2. That the full-time salary schedule effective July 1, 2019, attached hereto as Exhibit II, is approved and incorporated by this reference as if fully set forth herein.

SECTION 3. That the Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

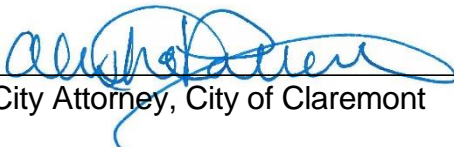
PASSED, APPROVED, AND ADOPTED this 25th day of February, 2020.

Mayor, City of Claremont

ATTEST:

City Clerk, City of Claremont

APPROVED AS TO FORM:



City Attorney, City of Claremont



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CLAREMONT POLICE
OFFICERS' ASSOCIATION**

AND

THE CITY OF CLAREMONT

JULY 1, 2019 – JUNE 30, 2021

CLAREMONT POLICE OFFICERS' ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
2019-2021**

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**CITY OF CLAREMONT
AND
CLAREMONT POLICE OFFICERS' ASSOCIATION**

MEMORANDUM OF UNDERSTANDING

ARTICLE I – PREAMBLE

It is the intent and purpose of this Memorandum of Understanding to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Claremont Police Officers' Association (CPOA, "Association") and representatives of the City of Claremont ("City").

ARTICLE II – RECOGNITION

The following positions shall be represented by the Association: Police Corporal, Police Officer, Police Recruit, Communications Officer I, Communications Officer II, Senior Jailer, Jailer, and Parking Enforcement Officer.

ARTICLE III – ASSOCIATION RIGHTS

Employees of the City shall have the right 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 organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City, another employee, or any employee organization because of his/her exercise of these rights. A minimum of two members of the CPOA Board of Directors shall be involved in the meet and confer process.

ARTICLE IV – DUES DEDUCTION

During the life of this Memorandum, the City shall deduct, two pay periods per month from the net amount, the monthly dues plus any voluntary insurance premium deduction of each employee in the recognized unit who has furnished the City with an individual written authorization, revocable pursuant to the City of Claremont's Resolution 71-106. The Association shall indemnify the City and defend at its expense against any liability, claim, demand, judgment or loss from any lawsuit filed by any employee or group of employees in connection with this check-off provision. The City shall remit such deductions to the Association monthly and the Association shall repay any amount paid in error.

ARTICLE V – MANAGEMENT RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine when work shall be contracted or transferred out of the unit; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The inclusion of such rights in a list of City rights, and the right of the City to act on such rights shall not be subject to grievance.

ARTICLE VI – SALARIES

Salary Survey – 2019

The City conducted a salary survey in November 2019, and all positions below market average will be adjusted to the average of said salary survey retroactive to July 1, 2019. Once a member has obtained a certain step in the salary range, that member shall remain at that step during any salary range adjustments.

The City and Association agree to meet and discuss the list of survey cities prior to any survey being completed. Unless changes are agreed upon by both parties, the survey cities shall be Arcadia, Azusa, Brea, Chino, Glendora, La Verne, Monrovia, Montclair, Upland, Covina, and Rialto.

The following job classifications salary ranges shall be adjusted to average of the survey cities by the following percentages (based on City Salary Survey from November 2019):

Jailer – 4.5%
Parking Enforcement Officer – 3.5%
Police Corporal – 5%
Police Officer – 5%
Police Recruit – 3%
Senior Jailer – 5%

Salary Survey – 2020

An additional salary survey shall be conducted on May 30, 2020, with all positions below the market average being raise to average, with implementation of the new salary on July 1, 2020. The salary survey shall include the salaries that will be effective as of May 30, 2020.

The Performance Recognition Program shall be continued with the following guidelines:

1. All provisions of Administrative Policy #30-19, "Performance Recognition Program" are hereby incorporated by reference. However, Provision B-1-b shall, for the purposes of employees represented by the Claremont Police Officers' Association, read: "An employee whose overall performance is rated "exceeds expectations" shall receive a merit increase of not less than 5%, not to exceed the top of the range" and Provision B-1-c shall read, "An employee whose overall performance is rated "excellent" shall receive a merit increase of not less than 6%, not to exceed the top of the range."
2. Employees who, by nature of their assignment, are supervised by more than one supervisor during the review period, shall have their evaluations completed by the supervisor who has supervised the employee the longest period of time. The other supervisor(s) shall confer with that supervisor and provide for said evaluation.
3. At least ten (10) days prior to preparing an employee's evaluation, the supervisor charged with completing the evaluation shall request the employee to provide written input for his/her evaluation.
4. An employee may request to have their evaluation reviewed by an evaluation review board. The request must be made within 15 calendar days of being given the evaluation. The employee must submit the request in writing and shall at a minimum

contain a summary of the specific areas the employee is requesting to have reviewed. The review board shall consist of the Personnel Manager, a Police Department supervisor (Sergeant or above) chosen by the employee, and a Police Department supervisor (Sergeant or above) chosen by the Chief of Police or his designee. The evaluation review committee is advisory in nature and any committee recommendations to the Police Chief following the review are non-binding.

ARTICLE VII – EDUCATIONAL INCENTIVE PAY

Employees with an AA degree, 60 semester units, or 90 quarter units, and/or a POST Intermediate Certificate shall receive \$250 a month.

Employees with a Bachelor's degree, 120 semester units, or 180 quarter units, and/or Advanced POST certificate shall receive \$350 a month.

Communications Officers, upon proof of completion of POST mandated training, shall receive \$100 a month or degree compensation, whichever is greater.

Jailers upon proof of completion of STC training shall receive \$100 a month or degree compensation, whichever is greater.

In order to qualify for this benefit, the employee shall submit to the Personnel Division a diploma or transcripts from an accredited institution(s), or an Intermediate or Advanced certificate issued from the Commission on Peace Officer Standards and Training (POST). Qualifying for the POST certificate alone does not qualify the employee to receive this benefit. The employee only qualifies to receive this benefit upon issuance of the certificate by POST. For payroll purposes, the date stamped on the issued POST certificate will be considered the qualification date; qualification for this benefit under the education component is based on the date the employee submits a copy of their transcripts and/or qualifying diploma to the Personnel Division.

ARTICLE VIII – BILINGUAL PAY

Employees who successfully complete a proficiency exam shall receive \$100/month Bilingual Pay for Spanish or other languages as may be designated by the City.

ARTICLE IX – SPECIAL DUTY COMPENSATION/ASSIGNMENT

- A. **Traffic Assignment:** Unit employees regularly assigned and serving as motorcycle officers shall receive assignment pay at the rate of fifty dollars (\$50.00) per month. Such officers shall receive this assignment pay for each pay period during which they were able and available to perform such assignment for a minimum of five (5) scheduled shifts during the pay period. In lieu of overtime otherwise compensable under the Fair Labor Standards Act (FLSA), motor officers shall continue to receive one day off (10 hours) per month for the purposes of maintaining their motorcycles. The day off shall be earned following a minimum of ten worked shifts in a traffic assignment from the previous month and cannot be accrued.
- B. **Field Training Officer Assignment:** Corporals and Officers selected to be Field Training Officers (FTOs) to train full-time Police Department personnel shall be compensated an additional 7% during the time they are actually conducting training. Corporals and Officers selected as FTO's will have to successfully complete a POST approved Field Training Officer course prior to training and serve at the leisure of the department.

- C. **Non-Sworn Training Assignment:** Non-sworn employees, other than Communications Officer II or Senior Jailer, assigned to train full-time Police Department personnel shall receive an additional 7% during the time they are actually conducting training. Employees selected as trainers, and who complete a train-the-trainer or FTO course serve at the leisure of the department.
- D. **Communications Officer Assignment Premium:** Communication Officer I and Communication Officer II shall receive \$100 per month who are routinely assigned to the communications center.
- E. **Detective Bureau Assignment – Police Officer:** A Police Officer may be assigned to the Detective Bureau for a period of one (1) year, with the possibility of extending the assignment for an additional year. Assignments and extensions would only occur with the agreement of both the Chief of Police and the assigned Officer(s). While assigned to the Detective Bureau, the Officer’s pay rate would remain at the same rate as if the Officer were assigned to Patrol, with no enhancements, except that while assigned to the Detective Bureau the Officer will receive uniform allowance commensurate with an administrative assignment.
- F. **Detective Bureau Assignment:** Corporals and Officers assigned to the Detective Bureau shall be compensated at \$100 per month effective July 1, 2019.
- G. **Canine Assignment:** Employees who are assigned to a canine officer detail are entitled to compensation for off-duty hours spent caring, grooming, and feeding their canine. In lieu of overtime otherwise compensable under the Fair Labor Standards Act (FLSA), canine officers receive one day off (12 hours) per month for the purposes of maintaining their canines. The day off shall be earned following a minimum of ten worked shifts in a canine assignment from the previous month and cannot be accrued.

ARTICLE X – CALL BACK TIME

Employees who are called to work overtime from their day off or other off-duty hours shall be compensated for a minimum of three (3) hours of work. If the “call back time” is adjacent to regularly scheduled hours, the employee shall be paid overtime for time actually worked.

Compensation shall commence at the time an employee reaches the place where he/she is directed to report and shall continue until the work is completed. If the employee is required to be in uniform traveling in a department vehicle, pay begins when officers depart from the station. The travel time must be approved by the on-duty Lieutenant or Sergeant in their absence (Exception: Article XV – Special Duty Pay).

ARTICLE XI – ON-CALL TIME

- A. Employees who are required to stand-by during their off-duty time for an appearance in court shall receive two (2) hours of pay at straight time in the morning and two (2) hours of straight time in the afternoon while on-call. If an employee, however, is called to appear in court, the employee shall instead receive compensation in accordance with the callback provision of Article X of the MOU. If an employee scheduled for court is cancelled within 48 hours of appearing, they will receive two (2) hours of straight time, provided the court time is outside their normal shift.
- B. In order to receive compensation for afternoon on-call, the employee must contact the Deputy District Attorney handling the case to confirm afternoon on-call status. The name of the

district attorney confirming afternoon on-call status shall be included on the overtime slip authorization submitted by the employee.

- C. Former employees who are called to court on any Claremont subpoena shall be compensated by the City of Claremont for their appearance. Said compensation shall be at the rate of pay, at the time of appearance that the employee would have been earning had he/she still been employed by the City. . Current City employees called to court on any subpoena related to a previous employer shall not be compensated by the City of Claremont and in cases where the employee is called to court during their scheduled working hours, the employee must utilize leave time (vacation, comp, or floating holiday) for the time they are unable to work their regularly scheduled hours for the City of Claremont. The person being subpoenaed may request reimbursement from the attorney who has issued the subpoena

ARTICLE XII – OVERTIME/COMPENSATORY TIME

- A. It is the policy of the City of Claremont to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform overtime work. No overtime shall be recorded or reported for less than fifteen minutes of work. All overtime work, except for emergency conditions, must have the approval of the Department Head or designee prior to actual performance of the work. Failure to obtain such approval in advance will be justification for disapproval of any overtime compensation.

1. Unit employees shall receive overtime at the rate of one and one-half (1-1/2) times their regular rate of pay for time worked over 80 hours in a 14-day work period. The work period shall be determined by the City.
2. Hours worked shall include holiday, vacation, compensatory leave, jury duty (non-sworn employees only), and workers' compensation for injuries which occur during the pay period in which the overtime was accrued. Sick time will be counted as time worked for overtime computation if the overtime is worked outside of 24 hours of the shift the sick time was used. All other leaves of absence, paid or unpaid, shall not be considered as hours worked.

All overtime worked within a 24-hour period before any sick time used, and all overtime worked within a 24-hour period after any sick time is used, shall be calculated at straight time. All other overtime shall be calculated at time-and-a-half.

Example: An officer calls in sick on 07/13/07 for 0700-1900 hours. That officer will only receive straight time for overtime worked from 0700 hours on 07/12/07 through 1900 hours on 07/14/07. If that officer works overtime on 07/12/07 0300-1100 hours, their overtime would be calculated as follows:

- 0300-0700 hours: Overtime at Time-and-a-Half (time beyond the 24 hours of sick time used)
 - 0700-1100 hours: Overtime at Straight Time (time within the 24 hours of sick time used)
3. The Police Department uses a 14-day work period with an overtime threshold of 86 hours pursuant to 29 USC §207(k) of the FLSA. The first 14-day work period shall be Monday, July 3, 2017 at 0001 hours through Sunday, July 16, 2017 at 2400 hours, and continue every 14 days thereafter.

4. The accrual and/or use of compensatory time shall be subject to the following conditions:
 - a. Employees may request to accrue compensatory time in lieu of overtime payments. The request to earn compensatory time must be submitted on the overtime authorization form to the supervisor or Department Head prior to working the overtime.
 - b. Employees may accrue compensatory time at one and one-half times the actual hours worked over 80 hours in the 14-day work period.
 - c. All paid or unpaid leaves, with the exception of holidays, vacation, compensatory leave, and workers' compensation shall not be considered as hours worked for the purpose of computing accrual of compensatory time, but shall be considered as time worked for purposes of accruing compensatory time at straight time.
 - d. The Department Head or designee shall determine whether to approve compensatory time or payment for overtime based on the needs of the department and the City and on the employee's accumulated compensatory hours.
 - e. Total accumulated compensatory time shall not exceed 120 hours. Employees who have accumulated 120 hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall below the 120-hour limit.
 - f. Employees may cash-out up to 24 hours of accumulated compensatory time on 7/20/2017 at their base salary as of 7/1/2017. This is considered a 1-time cash-out and does not carry over to subsequent contracts. This is only eligible for members on payroll as of 6/30/2017 and compensatory accrued as of 7/1/2017.
 - g. Use of accrued compensatory time shall be granted at the discretion of the Department Head or designee on the needs of the department and the City. Employees shall request use of compensatory time a minimum of fourteen (14) days in advance. In the case of emergency or unforeseen circumstances, the fourteen (14) day notification requirement may be waived by the Chief of Police or his/her designee
 - h. Unused compensatory time shall be paid off at termination.

ARTICLE XIII – RETIREMENT

1. Safety (Sworn) PERS Plan Formula:

- A. **Classic Member:** A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees' Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determine who is a classic member in compliance with the law.

a. The City shall provide for classic member employees, hired prior to March 19, 2012, shall receive the 3.0% at 50 formula (First Tier). Classic member employees hired after March 19, 2012, shall receive 3.0% at 55 (Second Tier).

B. **New Member:** A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits to the Public Employees’ Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determine who is a classic member in compliance with the law.

a. The City shall provide for new member employees the 2.7% at 55 (Third Tier).

2. **Miscellaneous (Non-Sworn) PERS Plan Formula**

A. **Classic Member:** A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determine who is a classic member in compliance with the law.

a. The City shall provide for classic member employees, hired prior to March 19, 2012, shall receive the 2.5% at 55 formula (First Tier). Classic member employees hired after March 19, 2012, shall receive 2% at 55 (Second Tier).

B. **New Member:** A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits to the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired into a regular position on or after January 1, 2013 or former members who have more than a six-month break in service. CalPERS ultimately determine who is a classic member in compliance with the law.

a. The City shall provide for new member employees the 2% at 62 (Third Tier).

3. **PERS Highest Pension Calculation Compensation Period** - The City shall continue to provide the Single Highest One Year Final Compensation Pension calculation benefit to current employees hired prior to March 19, 2012. Employees hired after March 19, 2012 shall receive the highest average Three Year Final Compensation calculation benefit.

4. The City shall provide employees with the following benefits/provisions:

A. The City's contract with PERS provides credit for unused sick leave.

B. The City's contract with PERS provides the Third Level of 1959 Survivor Benefit.

C. **Safety (Sworn) Classic Members:** Employees shall contribute 9% toward the PERS employee share.

Safety (Sworn) New Members: Employees shall contribute 11.50% or 50% of the total normal cost (whichever is greater) toward the PERS employee share.

Miscellaneous (Non-sworn) Classic Members: Employees hired prior to March 19, 2012 shall contribute 8% toward the PERS employee share. Employees hired after March 19, 2012 shall contribute 7% toward the PERS employee share.

Miscellaneous (Non-sworn) New Members: Employees hired after January 1, 2013 shall contribute 6.25% or 50% of the total normal cost (whichever is greater) toward the PERS employee share.

Both City and employee contributions shall at the time of separation, belong to the employee.

ARTICLE XIV – SHOOTING PAY

All sworn unit employees shall be credited with three (3) hours overtime or actual hours worked whichever is higher for each month they are required to shoot during off-duty hours.

ARTICLE XV – SPECIAL DUTY PAY

Unit employees assigned to perform police functions at special duty events shall be paid at time and one-half (1-1/2) the top step of Corporal pay, or time and one-half (1-1/2) the unit members regular rate of pay, whichever is higher, not to exceed top step salary. Pay starts at time the employee arrives at location and is scheduled to perform police functions at the special duty event.

ARTICLE XVI – TUITION REIMBURSEMENT

A. Eligibility

1. All unit employees shall be reimbursed if they secure prior written approval of the course from their Department Head and the City Manager, and earn a grade of C or better (a grade of B or better for graduate courses).
2. Courses must be job related as determined by the City Manager.

B. Amount of Reimbursement

1. All unit employees shall be eligible to receive up to fifteen hundred (\$1,500) per year as reimbursement for tuition and/or related school expenses (i.e., textbooks, health fees, application fees, unreimbursed mandatory school expenses related to offsite school projects, fieldtrips, transportation, parking fees, etc.).
2. No employee shall receive reimbursement for courses eligible for full or partial reimbursement from another funding source (e.g., Veteran's benefits or POST).
3. If an employee is terminated from the City within one year after the completion of a reimbursed course for which the City has paid more than \$50, the employee shall reimburse the City by an amount equal to 1/12 of the reimbursement amount times the number of months remaining in the year. Terminated employees shall be required to sign an authorization for the City to deduct from the last paycheck any amount due to the City.

4. If an employee is directed to take a course by the Department Head, and the Department Head requests in writing the approval of the City Manager, the City Manager may approve that the full cost of tuition and fees be paid in advance by the City. The City may also pay transportation or mileage and the cost for books and other materials at the discretion of the City Manager.

C. Submitting Tuition Reimbursement Requests

1. All requests for tuition reimbursement forms shall be completed by the employee and filed with the department secretary.
2. The department secretary shall see that the form has the necessary Department Head approval and shall submit the request to the accounting division.
3. The Finance Department shall review the appropriate training account to determine whether sufficient funds are available and forward the form to the City Manager.
4. The City Manager shall approve or reject the request and return the form to the accounting division.
5. In the event that the City Manager approves the request for tuition reimbursement, the accounting division shall record this approval as an encumbrance against the appropriate training account, return one copy of the request for tuition reimbursement form to the employee making the request, and file one copy with the training account log.
6. Upon successful completion of the course, and within 30 days of the issuance of the course grade, the employee shall complete a demand form and submit it, together with a copy of the original approved request for tuition reimbursement form, receipts, and proof of course grade, to the accounting division.

ARTICLE XVII – UNIFORM ALLOWANCE AND REIMBURSEMENT

- A. Allowance: All uniformed personnel (Corporals, Officers, Communication Officer I, Communication Officer II, Jailers, Senior Jailer, and Parking Enforcement Officer) shall receive thirty (\$30.00) per month allowance for uniform maintenance. All persons assigned to administrative duties (investigations, DARE, training, community relations) will receive forty (\$40.00) per month allowance.
- B. Reimbursement: Employees shall be eligible to receive reimbursement of up to \$600 per fiscal year for uniform and equipment purchases. All purchases shall be in compliance with City and Police Department policy and reimbursement shall occur upon submittal of proof of purchase receipts. Eligible items shall now include ammunition, specialized training classes, approved duty weapon (1-time during an 8-year period), and weapon equipment.
- C. Service Weapon Purchase: Upon retirement by a Sworn member, the Sworn member is eligible to purchase at the depreciated fair market value his/her duty weapons. Additionally, anytime the department firearms are replaced at the end of life for those duty weapons, the Sworn member is eligible to purchase that retired duty weapon at the depreciated fair market value.

ARTICLE XVIII – FLEXIBLE BENEFIT PLAN

The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City sponsored health insurance including medical, dental and vision insurance. The Flexible Benefit Plan shall also include, for employee only, supplemental benefit options available.

The City shall contribute \$1,294.00 per month towards the flexible benefit plan. Employees who do not use the full amount of the Flexible Benefit shall receive the remaining amount as taxable income. Should the total cost of premiums for benefits selected under the plan exceed the City's monthly contribution, the overage will be paid by the employee via pretax payroll deductions.

If an employee has medical, dental, and/or vision through other means, the employee is able to submit proof of other coverage, and will receive the Flexible Benefit amount as taxable income.

ARTICLE XIX – LIFE INSURANCE

The City agrees to provide life insurance in the amount of \$75,000 per employee and \$10,000 for his/her dependents.

ARTICLE XX – DEFERRED COMPENSATION

Employees have the opportunity to participate in a supplemental retirement savings account, 457 Deferred Compensation plan. Through tax-deferred payroll deductions, employees are eligible to deposit funds into their account, up to the maximum allowed by law.

ARTICLE XXI – DEFERRED COMPENSATION MATCH

Beginning with the employees' fifteenth (15th) consecutive year of service in CPOA, the City will match up to one and one-half percent (1.5%) of their base pay, payable into their deferred compensation account. This percentage increases to two percent (2%) at the beginning of their twentieth (20th) year in CPOA. To qualify for the deferred compensation match, an employee must have at least three (3) of five (5) years, preceding the eligibility year, of "exceeds expectations" evaluations. On an annual basis, employee must maintain "exceeds expectations" evaluation or lose eligibility for that year. Employee would be eligible for deferred compensation match once again, if they maintain the three (3) of five (5) year "exceeds expectations" evaluations.

ARTICLE XXII – RETIREE MEDICAL INSURANCE

The City shall continue to offer retirees the option to participate in group medical programs offered by the City. Association members that retire after October 25, 2011 may continue retiree group medical coverage at their own expense. Association members that retired before October 25, 2011 shall continue to be eligible for retiree group medical coverage at the retiree's expense minus the City's current retiree-only \$32.20 monthly contribution. Premium costs and level of coverage shall remain the same as for active employees, when applicable. Retirees eligible for Medicare have different premiums and coverage than non-Medicare eligible retirees, and active employees.

ARTICLE XXIII – LONG TERM DISABILITY

The City shall provide a long term disability program which includes the following benefits: 66.66% of base pay; maximum benefit up to \$8,000; to age 65, following a 60-day wait period. Between the 60th and 90th day of disability, the City will fund an amount equivalent to that under the long-term disability policy. After the 90th day, the policy itself will be in effect.

ARTICLE XXIV– WORKERS' COMPENSATION

All injuries sustained in the course of employment shall be reported at once to the unit employee's immediate supervisor or the on-duty Watch Commander (whichever is immediately available), who shall report the injury to their Division Manager, Department Head and the Personnel Manager. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Department Head or his/her designee shall complete and forward the required report to the Personnel Manager within 24 hours following the injury.

A. NON-SWORN EMPLOYEES:

Whenever any employee is compelled by direction of the City's physician or the employee's physician where the City has not appointed one, to be absent from duty on account of injury arising out of and in the course of his/her City employment, he/she shall receive full compensation during the first thirty (30) calendar days of such absence. During the period of time that an employee is receiving full salary, any workers' compensation payments received by the employee or by the City in his/her behalf shall be paid over to the City.

After thirty (30) days, an employee may elect to apply prorated accrued sick leave to such absence and to receive compensation equal to the difference between the compensation to which he/she is entitled under the California Workers' Compensation Law and his/her regular City salary, not to exceed the amount of earned sick leave. If the employee does elect and has applied his/her accrued sick leave to such absence, then he/she shall be entitled to receive compensation for absences following and related to the occurrence of a specific injury until his/her sick leave is exhausted. Such compensation shall be in an amount equal to the difference between compensation to which he/she is entitled under the California Workers' Compensation Law and his/her regular City salary.

Any permanent employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a permanent employee, except he/she shall not continue to earn eligibility for consideration for merit salary increases or permanent status.

Medical care and payments for permanent disabilities incurred in the course of employment shall be as prescribed by the Workers' Compensation Act.

B. SWORN EMPLOYEES:

Whenever a sworn police employee sustains an injury while actively engaged in law enforcement, he/she shall receive compensation as provided under the State Workers' Compensation Act. Such officer shall be placed upon leave of absence at full pay and shall be paid by the City for so long as is required by Section 4850 and related Section of the Labor Code. During the time the City is required to pay and actually pays, the employee shall not be entitled to receive any temporary disability payments under the Workers' Compensation System, and the City shall be entitled to receive all payments which would otherwise be payable to such employee for such temporary disability or upon retirement.

Any permanent employee shall continue to accrue vacation, holidays and sick leave and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to

the same benefits as a permanent employee, except he/she shall not continue to earn eligibility for consideration for merit salary increases or permanent status.

Medical care and payments for permanent disabilities incurred in the course of employment shall be prescribed by the Workers' Compensation Act.

ARTICLE XXV – HOLIDAYS

A. AUTHORIZED HOLIDAYS:

All unit employees shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

1. January 1 (New Year's Day)
2. The third Monday in January (Martin Luther King's Birthday)
3. The third Monday in February (President's Day)
4. The last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. The first Monday in September (Labor Day)
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. December 25 (Christmas Day)

- B. Unit employees shall receive five floating holidays (40 hours) each calendar year, of which 1) thirty-two (32) hours must be used in the calendar year, and eight (8) may be compensable under the terms of "D" below; 2) require a minimum of fourteen (14) days advance approval. In the case of emergency or unforeseen circumstance, the fourteen days notification requirement may be waived. All 40 floating holiday hours shall be credited to the employee the first pay period in January and must be used by November 30 of the same calendar year or shall be compensable on the pay date closest to December 1st of each calendar year.
- C. The specific days that City employees will observe the holiday may be determined by the City Council and/or the City Manager. The City Manager is empowered to determine whether the City shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning or holiday, as well as determine if Christmas Eve, and/or any other day shall be a holiday.
- D. Employees shall have the option of receiving straight time compensatory time in lieu of holiday pay. Such hours shall be banked as floating holiday hours.
- E. Employees shall receive holiday pay equal to the number of hours they are scheduled to work on a holiday or the number of hours actually worked on a holiday, whichever is greater. Those employees normally scheduled off on a holiday will receive holiday pay of eight (8) hours.

Application: A recognized holiday is from midnight the night prior through midnight the day of the holiday. For example, the July 4 holiday is from July 3 at 2400 hours through July 4 at 2400 hours.

Example 1: An officer has a regularly scheduled day off on July 4, and does not work that day. That officer receives eight (8) hours of holiday pay.

Example 2: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and is off work the rest of July 4. That officer worked 7 hours of the holiday (2400-0700 hours), but will receive eight (8) hours of holiday pay since eight (8) hours is the minimum.

Example 3: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and works again July 4 from 1900 hours through July 5 at 0700 hours. That officer is considered working the holiday from July 3 at 2400 hours through July 4 at 0700 hours, and July 4 at 1900 hours through 2400 hours, for a total of 12 hours. That officer would receive 12 hours of holiday pay.

Example 4: An officer works July 3 from 1900 hours through July 4 at 0700 hours, and works again July 4 from 1500 hours through 2300 hours. That officer is considered working the holiday from July 3 at 2400 hours through July 4 at 0700 hours, and July 4 at 1500 hours through 2300 hours, for a total of 15 hours. That officer would receive 15 hours of holiday pay.

Example 5: A detective would normally be scheduled to work 10 hours on July 4, but is taking the day off using 10 holiday hours. Those 10 hours are considered holiday pay, so no additional holiday pay is awarded.

Example 6: A detective would normally be scheduled to work 10 hours on July 4, but is taking the day off using 10 holiday hours. The detective works five (5) hours overtime at the fireworks show. The detective receives no additional holiday pay, since 10 hours of holiday has already been paid, which is greater than the actual time worked (5 hours).

Example 8: An officer is normally scheduled to work July 3 from 1900 hours through July 4 at 0700 hours, but takes time off using vacation. The officer then works July 4 from 1900 hours through July 5 at 0700 hours. The 5 hours from July 3 at 1900 hours through 2400 hours are charged to vacation. The 7 hours from July 3 at 2400 hours through July 4 at 0700 hours are charged to holiday pay instead of vacation (per the CPOA MOU XXVII (C)). The 5 hours on July 4 at 1900 to 2400 hours are considered working on the holiday, so the officer will receive holiday pay for those hours. The officer will receive a total of 12 hours holiday pay (the seven (7) hours used to take the day off, and the five (5) hours earned while working).

ARTICLE XXVI – MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of the Military and Veterans Code of the State and applicable Federal law.

An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Manager of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave.

In the event an employee is called to active duty, he/she shall receive his/her compensation less his/her military pay for up to six months.

ARTICLE XXVII – SICK LEAVE

A. **ACCURAL OF SICK LEAVE:** Employees shall accrue 3.69 hours sick leave for each pay period.

1. An employee shall not receive payment for unused sick leave accumulated to his/her credit upon termination of employment or retirement (either disability or regular). An employee may not use sick leave to extend his/her retirement (either disability or regular) date. This prohibition shall not affect an employee's right to obtain sick leave credit with PERS.
2. Up to five (5) days/shifts more sick leave than has been accumulated may be advanced to an employee on the recommendation of his/her Department Head and the approval of the City Manager. If the employee does not return to work or terminates before repaying the advance, his/her pay for those days shall be deducted from his/her paycheck.
3. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability that is non-industrial and which make it impossible for the employee to perform his/her normal work assignments.
4. Employees scheduled to work on a holiday who are unable to do so due to illness shall be compensated (8) hours of holiday pay and have the total number of hours they were scheduled to work deducted from their accrued sick leave.
5. No mention on performance reviews or the financial penalization of employees for legitimate use of sick leave that qualifies under the Family Medical Leave Act or Family sick leave (Kincare Law) to care for sick family members, or as Pregnancy Disability Leave.
6. Any abuse of sick leave as evidenced by patterned absences, evidence of fraud or more than 40 hours annual use of sick leave not justified by apparent good cause may be mentioned on performance evaluations.

B. **PROOF OF ILLNESS:**

In order to be paid for time while absent from duty on sick leave, the employee must notify his/her immediate supervisor at least two (2) hours prior to the time set for the beginning of his/her regular duties. Notification is defined as actual contact with the supervisor and/or the on-duty Watch Commander either in-person or over the phone. Calling in to other staff does not meet the notification requirement.

The Department Head, or his designee, may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave is granted.

The Department Head, or his designee, may also choose the licensed physician to conduct a physical examination and such examination shall be conducted at City expense.

C. **LEAVE**

Family School Partnership Leave

In compliance with the Family School Partnership Act, an employee who is the parent, guardian, or grandparent having custody of a child in kindergarten or grades one through twelve, including a licensed child care facility, can take off up to forty (40) hours a year, but may not exceed more than eight (8) hours in one calendar month, to participate in the child's school activities. School activities include field trips, open houses, extracurricular activities, and school meetings for a suspended child. The employee must give at least five (5) working day notice to the Department Head prior to participating in the school activity. The Department Head may require the employee to provide documentation of the school activity. The employee may use accumulated leave time such as vacation, comp time, administrative leave, or floating holidays. The employee may also use unpaid leave.

Family Sick Leave (Kincare Law)

In compliance with Labor Code section 233 and City Administrative Policy 30-32 - Sick Leave, employees may use sick leave for qualifying family sick leave events.

Family Care and Medical Leave (FMLA)

In compliance with City Administrative Policy 30-36 - Family Care and Medical Leave (FMLA), employees may use sick leave, vacation, compensatory time, administrative leave, and/or floating holiday hours for time off work as the result of a qualifying FMLA event.

Pregnancy Disability Leave

In compliance with City Administrative Policy 30-32 - Sick Leave, and Family Care and Medical Leave (FMLA) Policy 30-36, employees may use sick leave, vacation, compensatory time, administrative leave, and/or floating holiday hours for time off due to pregnancy caused disability.

Bereavement Leave

In compliance with City Administrative Policy 30-32 - Sick Leave, employees may take bereavement leave for the death of a family member.

Longevity Leave Bonus

In compliance with City Administrative Policy 30-31, Longevity Leave, employees shall have two years instead of the one year, to use the longevity leave bonus from receipt of leave.

ARTICLE XXVIII – VACATION

A. BASIS OF ACCRUAL

1. Accrual of vacation leave begins with the first pay period. Every employee shall accrue 3.69 hours of vacation leave per pay period for the first year of full-time continuous service with the City.
2. Following the completion of the first year of full-time continuous service, employees shall accrue vacation leave at the rate of 4.62 hours per pay period.
3. Following the completion of the thirteenth year of full-time continuous service, employees shall accrue vacation leave at the rate of 6.15 hours per pay period.

4. Beginning with an employee's tenth year of employment and in five-year increments thereafter, he/she shall receive a one-time longevity incentive of eighty hours on his/her 10th, 15th, 20th, 25th, 30th etc. anniversary date. The longevity incentive shall be used within 12 months after receiving it.

B. VACATION ACCRUAL LIMIT

All employees shall be entitled to have a total accrued vacation leave equal to two years (52 times their pay period accrual rate).

C. EFFECTS OF HOLIDAY ON VACATION LEAVE

In the event one or more authorized municipal holidays falls within a vacation leave, such holiday shall not be charged as vacation.

D. EFFECTS OF SICK LEAVE ON VACATION LEAVE.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the on-duty Watch Commander Sick leave will only be granted for those days on which notice is given or which follow notice to the City; and
2. The employee submits a doctor's certificate for the period of sick leave.

E. COMPENSATION FOR CITY WORK DURING VACATION PROHIBITED

No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances or special duty assignments during the time of his/her paid vacation leave from City services.

F. SCHEDULING VACATIONS

An employee may take his/her annual vacation leave at any time during the year, contingent upon determination by his/her Department Head that such absence will not adversely affect the department.

Each employee must consider the needs of the department when requesting annual vacation leave. An employee shall provide a minimum of fourteen (14) days written notice of requested vacation time off. In the case of emergency or unforeseen circumstances, the fourteen (14) day notification requirement may be waived by the Chief of Police and/or is designee.

G. VACATION PAY UPON TERMINATION

Any employee separating from City service who has accrued vacation leave shall be entitled to pay in lieu of such vacation. An employee may not use vacation leave to extend his/her termination effective date.

When separation is caused by death of any employee, payment shall be made to the spouse or the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

ARTICLE XXIX – DISCIPLINARY PROCEDURE

No permanent employee shall be disciplined without just cause. For purposes of this Article, discipline shall be defined to include: oral warnings, written reprimands, suspensions, demotions, reductions in pay, and discharge. Probationary employees may be dismissed for any lawful reason without just cause.

A permanent employee who receives an oral warning, written reprimand, or suspension of less than three days may appeal such action in accordance with the grievance procedure contained in this Agreement (commencing with Article XXIX-C-1).

Except in emergencies, or as authorized by law, suspensions of three days or more, demotions, reductions in pay or discharge, shall not be put in effect until the employee has received written notice advising the employee of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, access to written material that forms a basis for the proposed action, and the opportunity to respond to the Police Chief orally or in writing within five (5) calendar days of receipt of such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action in accordance with the Grievance Procedure contained in this Agreement (commencing with Article XXIX-C-3).

Grounds for disciplinary action shall include, but not be limited to:

1. Dishonesty
2. Incompetence
3. Inefficiency
4. Neglect of duty
5. Negligence which affects the safety of the employee or of others
6. Bringing to the workplace or use of or being under the influence of alcohol or intoxicating drugs while on duty or on City property.
7. Unexcused or excessive absences (including tardiness).
8. Violation of the rules, regulations or orders established by a supervisor, department or City Council.
9. Conviction of a felony or of a misdemeanor involving moral turpitude.
10. Discourtesy to the public or fellow employees.
11. Misuse or abuse of City property or equipment.
12. Substandard job performance.
13. Insubordination.
14. Outside employment which conflicts with the employee's position and not specifically authorized by the Police Chief.
15. Falsification of any City report or record (including application form).
16. Other acts which are incompatible with service to the public including any conduct or behavior, either on or off duty, which causes discredit or would reasonably tend to cause discredit to fall upon the City, its officers, agents, or departments.

This Article is intended to supersede the Disciplinary and Appeals Procedures contained in the City's Personnel Rules and Regulations.

Disciplinary actions shall be removed from an employee's file five years from the date of discipline and therefore shall not be used in considering any subsequent personnel matters including but not limited to promotions, demotions or other disciplinary action.

ARTICLE XXX – GRIEVANCE PROCEDURE

- A. "Grievance" is an allegation by an employee or the Association that the employee has been adversely affected by a violation of the specific provisions of this Agreement or of the specific provisions of the Personnel Rules and Regulations. Actions to challenge or change the policies of the City as set forth in the rules and regulations or administrative regulations and procedures, so long as these are consistent with the terms of the Agreement, must be undertaken under separate legal processes. Other matters for which a specified method of review is provided by law are not within the scope of this procedure.
- B. Informal Grievance Procedure: The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. The grievant shall discuss the resolution with his/her immediate supervisor within ten (10) calendar days of the occurrence. The immediate supervisor shall render an informal decision within ten (10) calendar days of the discussion regarding the grievance. If the grievant does not agree with the supervisor's decision, or if no answer has been received within the specified time period, the grievant may continue the informal process through discussion of the grievance within ten (10) calendar days with his/her second level supervisor. The second level supervisor shall render an informal decision within ten (10) calendar days of such discussion. If the grievant does not agree with the second level supervisor's decision, or if no answer has been received within the ten (10) day time period, the grievant may proceed to the Formal Grievance Procedure, First Level.
- C. Levels of Review:
1. First Level of Review: The grievant shall present the formal grievance in writing to his/her supervisor within ten (10) calendar days of completion of the informal process. The written grievance shall contain the following information:
 - a. Name of grievant and job title;
 - b. Department/Section;
 - c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
 - d. The specific provision(s) of the MOU or Personnel Rules alleged to have been violated;
 - e. Requested remedy;
 - f. Name of the grievant's representative, if any;
 - g. Date and signature of the grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) calendar days after receiving the written grievance. If the grievant does not agree with his supervisor's decision or if no answer has been received within specified time period, the grievant may present the grievance in writing to the Police Chief or his designee.
 2. Second Level - Department Review: The Police Chief or his designee shall discuss, upon request, the grievance with the grievant, his/her representative, if any, and with other appropriate persons. The Police Chief or designee shall render his decision and comments in writing and return them to the grievant within ten (10) calendar days after receiving the formal written grievance or after the meeting with the grievant, whichever is later. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the formal grievance to the next level of the grievance procedure within ten (10) calendar days.

3. Third Level - Advisory Arbitration

- a. To activate advisory arbitration, the grievant must, within the time period specified above, present the grievance in writing to the Personnel Manager for further processing. Failure of the grievant to take this action will constitute a waiver and bar to further processing of the grievance.
- b. The scope of advisory arbitration of grievances shall be limited to discharges, demotions, or reduction in pay, or suspensions of three (3) days or more without pay. The grievant may waive the right to go to advisory arbitration and instead go directly to the Fourth Level (City Manager). All other grievances shall bypass the Third Level of the grievance procedures and advance to Fourth Level.
- c. The Personnel Manager and the grievant shall request a list of five arbitrators from the California State Mediation and Conciliation Service.
- d. An arbitrator shall be selected by the following procedure: A representative of the Association or the grievant, if not represented by the Association, and the City's representative shall select the arbitrator from the California State Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. All grievances reaching the arbitration level shall be numbered consecutively during the current fiscal year. The odd-numbered grievances will give the grievant first elimination; the even-numbered grievances will give the City first elimination.
- e. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The technical rules of evidence shall not apply during the arbitration hearing.
- f. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not question or entertain any grievance in which the grievant has not adhered to such time limits.
- g. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings. The parties recognize that due to the essential nature of the services performed by the Department, scheduling of time for each employee to testify at arbitration shall be in such a manner so that normal operations are not disrupted. The grievant must submit at least five working days prior to the scheduled arbitration hearing date a list of employees and estimated time that their testimonies will take, as well as the date of the hearing, to the Personnel Manager, with a copy to the Police Chief.
- h. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Memorandum of Understanding and/or the Personnel Rules and Regulations. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the employer. Witnesses will be assured that their testimony will be kept confidential.

- I. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall render an advisory decision in writing to the parties (including the City Manager).
- j. The arbitrator's fees and expenses shall be shared equally by the parties. All other costs shall be borne by the party incurring such expenses.

4. Fourth Level - City Manager

- a. If the grievance is submitted to the City Manager for review and settlement, the City Manager in non-arbitrable cases, may elect the methods he/she considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen days. Notwithstanding the above, upon the grievant's request, the matter shall be submitted to mediation prior to the City Manager's determination.
- b. For all cases involving advisory arbitration recommendations, the City Manager shall review the entire matter within ten days after receipt of arbitrator's recommendations and render his/her decision.
- c. In all cases, the decision of the City Manager shall be final.

D. General Provisions

1. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.
2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on the weekend or a City Hall observed holiday, it shall be moved to the next working day. The times specified, however, may be extended by mutual consent.
4. Probationary employees not previously holding permanent status in a lower classification may file grievances under all grievable grounds defined in section A above except in cases involving rejection from probation (i.e., termination).
5. Employees shall be assured freedom from reprisal for using the grievance procedures.

ARTICLE XXX – LAYOFF PROCEDURE

- A. The Personnel Manager may separate any employee or class of positions without prejudice, because of financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employees no less than thirty (30) calendar days written notice of separation and the reason thereof. The notice will be hand-delivered or sent by registered mail. However, no permanent full-time employee shall be separated from a department while emergency, seasonal, and probationary personnel are employed and serving in the same position in the department.

- B. In establishing the order of layoff of employees, the retention of those employees determined to be the most qualified is of concern and therefore, job performance will be considered. However, the principal criteria used in determining the order of layoff and bumping rights shall be seniority, time worked within a class within the City, provided the employee presently possesses the skills, abilities and qualifications to perform the job. Furthermore, seniority shall govern unless the following criteria show that ability, merit and record of the employees considered for layoff are not equal:
1. An employee's last four performance evaluations, if in existence;
 2. Any history of employee written disciplinary actions;
 3. Attendance record - tardiness and unexcused absences;
 4. Safety record - vehicular and injury.
- C. In the event that a less senior employee in the position in the classification to be laid off has superior skills, abilities, qualifications, merit and record, as determined by the Personnel Manager in the above manner, the more senior employee shall be laid off.
- D. Length of classification seniority shall be counted as all periods of time served as a probationary and permanent employee within a classification.
- a. The person who holds the higher rank shall be the senior employee.
 - b. If two persons are of equal rank, the one promoted first shall be the senior employee.
 - c. If two persons are promoted on the same day, the person in the higher band shall be the senior employee. If two persons are promoted on the same day and from within the same band, the person who had been senior prior to the promotion shall be the senior employee.

Leave of absences will not be considered when determining seniority.

- E. Bumping Rights - A laid-off employee shall be entitled to bump to the next classification/rank down in accordance with the criteria specified in B 1-4 above. The laid-off employee must be physically and mentally able to perform the duties of the former class. No employee shall be transferred or demoted to a position for which they do not possess the minimum qualifications.
- F. After the City has notified the affected employee of the position available, if any, the employee must notify the Personnel Manager in writing of his/her intent to exercise the bumping rights within ten (10) calendar days, and the position and classification in the City to which he/she intends to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to the next classification/rank down in accordance with the criteria specified in B 1-4 above.
- G. An employee's appointment shall not be terminated as a result of a layoff before they have been made a reasonable offer of reassignment, if such an offer is immediately possible or

available. Determination of a reasonable offer of reassignment and its availability will be made by the Personnel Manager.

- H. The names of permanent employees who have been laid off due to a reduction in force shall be placed on an appropriate re-employment list according to date separated and shall be eligible for re-employment. The last employee laid off shall be the first employee on the list, with other employees listed in sequential order thereafter. Each employee on a re-employment list shall remain on that list for one year, at which time the list expires unless extended by the Personnel Manager for a maximum of one (1) additional year. The employee first listed shall also be first considered should a vacancy occur within that classification.
- I. Names of laid-off employees on a re-employment list shall be removed under the following provisions:
 - 1. If the employee is re-hired by the City in the same classification.
 - 2. If the employee requests such removal in writing.
 - 3. If the employee fails to respond within ten (10) calendar days upon receipt of notice of certification by the Personnel Manager to that last known address available.
 - 4. If the employee refused an appointment to a position of the same classification.
- J. An employee who fails to respond in writing within ten (10) calendar days, refuses recall, or fails to report on the prescribed date, waives all further right to recall and reinstatement as an employee.
- K. A person appointed from a re-employment list must serve a new probationary period if a recall from such list occurs more than one year after the effective date of layoff. A new probationary period in such circumstances shall not be less than one year.

ARTICLE XXXI – COMMUNICATION OFFICERS

All new Communications Officers are hired as a Communication Officer I regardless of previous training/experience. Once a Communication Officer I has completed the below requirements, they shall submit a memorandum and supporting documentation to the Support Services Supervisor requesting to be reclassified to a Communications Officer II position. The Support Services Supervisor shall review the memorandum and supporting documentation to ensure the minimum requirements are met to reclassify the employee to a Communications Officer II position and forward a recommendation to the Chief of Police. The Chief of Police will forward approval of the reclassification to the Personnel Division. The reclassification will take place on the next pay period following submission to the Personnel Division.

- A. Completion of the POST Basic Communications Officer Course.
- B. Completion of five (5) years of service as a Communication Officer I with Claremont Police Department.
- C. Last two annual evaluations were at an “exceeds expectations” rating.
- D. Completion of a department approved Communication Officer training course.

- E. One year as a Communications Training Officer (after completion of course, even if not assigned to a training assignment in that year)
- F. Completion of a department approved Public Records Act training courses.
- G. Completion of a minimum of two of the following courses:
 - 1. Department approved Critical Incident training
 - 2. Dispatch/Domestic Violence-Sexual Assault
 - 3. Dispatcher/Active Shooter Situations
 - 4. Dispatcher/Public Safety-Advanced
 - 5. Dispatcher/Tactical Dispatching
 - 6. Dispatcher/Complacency-Critical Decision Making

The Department recognizes that changes to training offerings may occur during the length of this MOU that limits or eliminates the availability of the above courses and while it retains its rights to approve or disapprove of alternate training courses, it is committed to working with the Communications staff to ensure that Communications Officer I positions may be reclassified to Communications Officer II positions as quickly as they are qualified.

ARTICLE XXXII – WORK STOPPAGE

It is agreed and understood that there will be no strike, sympathy strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

The Association and its Board of Directors recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members to do so. In the event of a strike, sympathy strike, work stoppage, slow-down, or other interference with operations of the City by Association members, the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

It is agreed and understood that any employee violating this article may be subject to disciplinary action up to and including discharge, and/or, may be considered to have automatically resigned from the City service.

It is understood that in the event this article is violated, the City shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in any other City rules, regulations, resolutions and/or ordinances, from any employee and/or Association.

ARTICLE XXXIII – DRUG AND ALCOHOL TESTING

The parties recognize that the abuse of alcohol and drugs presents a serious societal problem which must be addressed by employers, employee organizations, employees and society as a whole. Both the Association and the City affirm our objective to see an end to all abuse of alcohol and drugs in the workplace.

Alcoholism and drug dependency are recognized by medical authorities and the parties as diseases, although the causes are not fully understood and the cures are difficult. Nonetheless, the City and the Association believe that constructive measures are possible to deal with alcohol and drug abuse, which can be a cause of family breakdowns, absenteeism and lost productivity, and which ultimately can be related to serious personal breakdowns.

The end objective of this policy is to help employees who are afflicted with alcoholism or drug dependency who wish to be rid of these problems. The keys to this effort will be the providing of education, assistance to the employees and their families, encouraging the employees to receive treatment as needed, fostering and encouraging an environment which is free of alcohol and drug abuse and deterrents to the abuse of alcohol and drugs.

This policy applies to all employees of the City and prohibits the use of alcohol and drugs including all substances, drugs or medications whether legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job. This Policy sets forth the rights and obligations of the City and its employees. The use of or being under the influence of drugs and/or alcohol in the workplace in violation of this Policy, shall be grounds for disciplinary action, up to and including termination.

A. Definitions

1. **ALCOHOL:** The intoxicating agent in beverage alcohol, Ethyl Alcohol, or other low molecular weight alcohol, including Methyl Isopropyl Alcohol.
2. **CITY:** The City of Claremont.
3. **CONTROLLED SUBSTANCE:** Heroin, Amphetamines (Uppers), Barbiturates (Downers), Benzodiazepines (Tranquilizers, Valium), Cannabinoids (Marijuana), Cocaine, Methaqualones (Quaaludes, Downers), Opiates (Codeine, Morphine), Phencyclidine, and PCP; including prescription medications and drugs, and any drugs with an impairing effect.
4. **EMPLOYEE:** An individual in the service of the City, when the City has the right to control and direct that individual in the performance of their job and/or duties; any individual who works for the City.
5. **EMPLOYER:** The City of Claremont, and includes its agents, officers and representatives.
6. **IMPAIR:** To make worse or diminish an employee's ability to perform his/her job duties.
7. **INTOXICATE:** Mental and physical impairment caused by the consumption of alcohol and/or use of drugs.
8. **MEDICAL REVIEW OFFICE:** The agency responsible for receiving laboratory results generated by the City's Drug and Alcohol Testing Program which has knowledge of substance abuse disorders and has individuals with the appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his/her medical history and any other relevant biomedical information.
9. **PRESCRIPTION DRUGS:** Drugs which are administered by an individual who is licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations to prescribe such controlled substances and other drugs.
10. **REASONABLE SUSPICION:** A belief based on objective facts sufficient to lead a reasonably prudent supervisor/or person, to suspect that an employee is under the

influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. The following factors taken alone or in combination may constitute reasonable suspicion – slurred speech; alcohol odor on breath; unsteady walking and movement; an on-duty accident; change in attendance patterns or personal demeanor; physical altercation; verbal altercation; unusual behavior; possession of alcohol or drugs; information obtained from a reliable person with personal knowledge.

11. ***SUBJECT TO DUTY:*** Includes any and all time, from the time an employee begins to work or is required to be ready for work until the time he/she is relieved from work and all responsibility for performing such work.
12. ***UNDER THE INFLUENCE:*** Any condition where alcohol or drugs has so far affected the nervous system, brain or muscles of an individual as to impair, to an appreciable degree, his/her ability to operate and/or function in the matter that an ordinary, prudent and cautious person, in full possession of their faculties, using reasonable care, would operate or function under like conditions.

B. Employee Responsibilities

An employee must:

- Not possess or use alcohol or be under the influence or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours or while subject to duty, on breaks, during meal periods or at any time while on City property;
- Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee while either or both employees are on duty or subject to begin called to duty;
- Submit immediately to an alcohol and drug test when requested by a City representative;
- Notify a supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with safe and effective performance of duties or operation of agency equipment; and
- Provide, within twenty-four (24) hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

C. Management Responsibilities and Guidelines

- Managers and supervisors are responsible for reasonable enforcement of this policy.
- Managers and supervisors may request that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called.

D. Education and Training

1. Employees shall be advised in writing of the City's Alcohol and Drug Abuse Policy and Program. Information provided shall cover aspects of the policy including the

reasons for the program, benefits for the employees and the City, employee assistance programs, effects of alcohol and drugs on individuals and their families, use of inspections, alcohol tests and drug tests.

2. Managers, selected Association officials and other selected employees shall attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substances misuse, to include the following issues:
 - a. Employee Assistance Programs ("EAP").
 - (1) Alcohol and drug abuse recognition, symptoms and effects.
 - (2) Methods of identifying and helping employees who might be suffering from personal problems that could signal possible alcohol or drug problems.
 - (3) Methods of referring employees who may be subject to the effects of alcohol and/or drugs to the EAP.
 - b. City policies and procedures related to handling employees who appear to be subject to the effects of alcohol and/or drugs.
 - c. Documentation of observations and impressions of persons who may be subject to the effects of alcohol and/or illegal drugs.
 - d. Alcohol and drug testing policy, rules, procedures, and safeguards.
 - e. Benefit programs and alternatives available.
 - f. Safety aspects of alcohol or drug problems in both work and social environment.
3. Training shall be at City expense.

E. Employee Assistance Program

1. It is the policy of the City to offer referral to appropriate education, prevention, counseling, treatment and rehabilitation programs and services to employees and their eligible dependents when alcohol or drug abuse, individual psychological problems; marital, family or child difficulties, work stress, or financial or legal concerns arise which may impact the employees' work performance.
2. The City will provide an active EAP to assess and refer employees and their eligible dependents to appropriate education, prevention, counseling, treatment, or rehabilitation services.
3. It is the responsibility of each employee to seek assistance from the Employee Assistance Program before the employee's alcohol or drug problems lead to disciplinary action.
4. An employee's decision to seek voluntary help from the Employee Assistance Program shall not be used as a basis for disciplinary action against the employee.

5. In order for the employee's decision to enter the EAP to be considered voluntary, the employee must seek to enter the EAP prior to a referral for purposes of obtaining a breath alcohol test; or a drug test which subsequently tests positive; or mandatory referral by the employee's supervisor.
6. The confidentiality of individuals utilizing the EAP will be protected within the limits of the law.

F. Alcohol and Drug Testing

Protocol developed by LWD Inc., the City's designated testing service for drug testing, describes the method in which the initial test will be conducted, how the sample will be processed after the drug and/or alcohol test is completed, and how a confirmatory test after an initial positive result will be performed.

1. Testing Based on Reasonable Suspicion

The City may require an employee to submit to a drug screen as a condition of continued employment based on reasonable suspicion as defined by this Policy.

a. When an employee shows signs of impairment constituting reasonable suspicion of being under the influence of drugs or alcohol, the employee will be sent for testing.

(1) A test for alcohol shall be conducted and/or a urine specimen for drug testing shall be required.

(2) Prior to requesting an employee to provide a urine specimen, the employee shall be advised of the right to have an Association representative present for the purpose of consultation about the test and the implications of refusal to take the test and/or positive test results.

2. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor. The only reason an employee will not be tested is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her performance may be discounted.

Post-accident alcohol tests shall be administered within eight (8) hours following an accident. A post-accident drug test shall be administered within thirty-two (32) hours following an accident.

An accident is defined as an incident involving a vehicle where, as a result of damage:

- 1) a vehicle must be transported away from the site of the accident; or
- 2) a vehicle cannot depart from the site in its usual manner without some repair and/or maintenance; or

- 3) a vehicle can depart from the site in its usual manner but will later require some repair and/or maintenance for safe operation; and/or bodily injury occurs to the driver and/or other individual(s) which requires medical attention to said driver and/or individual; and/or which results in death.

G. Random Testing

The City will randomly test employees for any substances, as defined in the Policy, which could impair an employee's ability to effectively and safely perform the functions of his/her job. No employee may be tested more than twice in one calendar year without cause.

1. Ten percent (10%) of safety sensitive employees shall be tested for alcohol and fifty percent (50%) of safety sensitive employees shall be tested for drugs each year.
2. LWD Inc. shall administer random drug tests for such safety sensitive employees on a quarterly basis.
3. In making the random selection, the following process shall be used:
 - a. Each unit employee's unique four digit City of Claremont ID number shall be provided to LWD Inc. for use in the random drug screen selection process.
 - b. LWD Inc. using a scientific valid method shall randomly select a quantity of employee ID numbers that comply with Item 1, and forward to the City of Claremont Personnel Division.
 - b. The Claremont Personnel Division shall match the selected ID numbers with corresponding employees.
 - c. All employees who have their employee ID number selected shall participate in the random drug screen.
 - d. All unit employee ID numbers shall be utilized in the random selection process the subsequent quarter.
 - e. Based on the results of the first round of testing, the frequency of the tests may be either increased or decreased.

H. Positive Test for Alcohol or Drugs

An employee whose alcohol or drug test is positive will be considered in violation of City policy. A positive drug and/or alcohol test may result in disciplinary action, up to and including discharge. If the drug screen is positive, the employee must provide within twenty-four hours of request bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including discharge.

If an employee tests positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with [reference to City's pertinent discipline procedures].

1. A positive alcohol test shall measure blood alcohol level of 0.02 or higher. An employee whose alcohol test indicates an alcohol concentration level of 0.02 or higher will be removed from his/her safety sensitive position. The City will re-test the employee before the employee may return to his/her position. The employee's alcohol concentration must indicate a concentration level below 0.02 before the employee may be returned to his/her safety-sensitive position.
 - a. First Positive - The employee shall be placed on an immediate leave of absence, referred to an EAP and given the option of participating in City directed counseling and assistance or a City approved alcohol or drug treatment program.
 - (1) An employee will not be paid during his/her leave of absence. However, an employee may use any of his/her accumulated leaves or vacation time. Current benefit coverage will continue.
 - (2) An employee will be given a Last Chance Agreement which explains the consequences of a second positive test after returning to work. The employee must sign this Agreement to return to work after the treatment recommended by the City, including and not limited to treatment by the City's medical office.
 - b. Second Positive - If within one year of the First Positive, an employee again tests positive for either alcohol or drugs, the employee will be discharged pursuant to the terms of the Last Chance Agreement.

I. Refusal to Consent to Action Plan following Positive Test

An employee's refusal to submit to testing will result in discipline, up to and including termination. The employee will be treated in the same manner as an employee who has tested 0.02 or greater on an alcohol test or positive on a controlled substance test. Upon refusal, the employee will be reminded of the City's drug and alcohol policy and his or her responsibilities pursuant to the policy. If reasonably believed to be impaired, the employee will not be allowed to continue working.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

1. A refusal to provide a urine sample for a drug test;
2. An inability to provide a urine sample without a valid medical explanation;
3. A refusal to complete and sign the breath alcohol testing form or otherwise cooperate with the testing process in a way that prevents the completion of the test;
4. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
5. Tampering with or attempting to adulterate the urine specimen or collection procedure;
6. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;

7. Leaving the scene of an accident without a valid reason as to why without authorization from a supervisor or manager.

J. Procedure for Alcohol or Drug Testing

1. *Consent* - No alcohol test may be administered, urine sample obtained or any drug test conducted on such sample without the written consent of the person being tested. Employees have the right to have a representative of the Association present prior to testing if requested by the employee.
2. *Post-collection Interviews* - After a positive alcohol or drug test, individuals will be thoroughly interviewed by a medical review officer to determine if there may be any medications (prescription or non-prescription legal) or other substances that may have been inhaled, ingested, or injected in the past two weeks which could result in a positive test. In the event an Association member tests positive for drugs or alcohol, a post screening interview will be conducted by the City's doctor to determine if the positive test could have been the result of an on the job exposure to drugs or from prescription and/or over-the-counter medications.
3. *Alcohol Testing* - The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions and the procedures outlined in the Federal Register. Please refer to Attachment A.
4. *Chain of Custody* - Collection and shipment of all urine samples will follow strict chain of custody procedures. Please refer to Attachment A.
5. *Drug Testing* - The obtaining of a urine sample for drug testing and the testing of such sample shall be conducted in accordance with the procedures and protocols contained in Attachment A.
6. *Retention of Sample* - All urine samples confirmed positive for illegal drugs will be frozen by the testing laboratory and retained for a minimum of one year. Please refer to Attachment A.
7. *Confidentiality* - The identities of employees who have tested positive shall be limited to those persons having a need to know.
8. *Contractor/Vendor/Consultant Requirements* - In all future contracts with individuals or organizations that wish to conduct business with the City, a stipulation will be made in the contract that requires the contractor to inform all its employees who will be working on City property of the provisions of the City's Rules of Conduct with respect to Alcohol and Drug Abuse and that the employees of such contractors will be subject to the same Rules of Conduct, and Alcohol and Drug Testing procedures required of the City's employees.

ARTICLE XXXIV – ALTERNATIVE WORK SCHEDULES

- A. Alternative work schedules shall continue as agreed unless otherwise modified. In the event any difficulties in alternative schedules cannot be mutually resolved, any changes, deviations, elimination or extension shall occur after 30 days advanced notice, unless a state of emergency or other extraordinary circumstances preclude such advance notice.
- B. So long as alternative schedules are in effect, the work period for the purposes of computing premium overtime shall be eighty (80) hours in a fourteen (14) day work period.

- C. If an employee is sent to a school which lasts more than three days, that employee's schedule will revert to a traditional five (5) day eight (8) hour schedule during the time the employee scheduled to attend work.
- D. Any employee placed on light duty or jury duty may be required, at the Department's discretion, to revert to a traditional five (5) day eight (8) hour schedule during the time the employee is on light-duty.
- E. Holiday, vacation and sick leave accruals shall continue at the current rates of accrual: Ninety-six (96) hours of holiday per year; ninety-six (96) hours of vacation during the first year of service, one hundred twenty (120) hours of vacation during the second through the 13th year of service and one hundred sixty (160) hours of vacation during the 14th and subsequent years of service; and ninety-six (96) hours of sick leave per year.
- F. Holiday, vacation, sick leave and compensatory time used shall be deducted from accrued hours on an hour-for-hour basis. For example, in the event an employee on a three (3) day twelve (12) hour shift is ill on a regularly scheduled work day, he/she shall have 12 hours deducted from his/her sick leave accrual bank.
- G. Shift assignments will be made on a seniority basis with a sign-up list posted in the briefing room for patrol officers and in other appropriate places for jailers, and communications officers. Shift changes will take place every six (6) months, during the months of September and March.
- H. As long as alternative work schedules are in effect, an Officer, Corporal, Jailer, or Communications Officer may not work more than two consecutive night and day shift rotations. The Chief or his designee may allow an extension of one shift rotation, if an identified emergency or hardship exists and there is no other alternative to remedy the emergency or hardship.
- I. The current Communications Officer schedule shall continue unless vacancies, extended illness/injury or other staffing deficiencies require a modification. Upon mutual agreement of affected personnel and police department management, jailers shall work an alternative schedule unless vacancies, extended illness/injury or other staffing deficiencies require further modification.
- J. The patrol shifts will change at 0700 and 1900 hours. The eight hour shifts shall be 0700 to 1500, 1500 to 2300, and 1900 to 0300 hours starting with the shift change in September, 1994. One officer from day shift and one from night shift shall report to duty at 0600 and 1800, respectively, to provide overlap coverage to reduce late call overtime.
- K. Employees shall only be required to take a thirty (30) minute paid meal period.

ARTICLE XXXV – REVENUE REVIEW

The City Council will consider at a subsequent Council meeting additional review options.

ARTICLE XXXVI – FULL UNDERSTANDING/EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over employer practices and procedures, prior written agreements, and over state laws to the extent permitted by state law, and that, in the absence of specific provision in this Agreement such practices and procedures are discretionary.

During the term of this Agreement, the parties expressly waive and relinquish the right to meet and confer and agree the parties shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the City or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

This Agreement constitutes the total and entire agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE XXXVII – SAVINGS CLAUSE

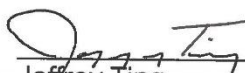
If any section, subsection, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be illegal or unconstitutional, such decision shall not effect the validity of the remaining portions of this Agreement.

ARTICLE XXXVIII – TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect upon ratification by the Claremont Police Officers' Association and approval by the City Council July 1, 2019 through June 30, 2021.

**FOR THE CITY OF CLAREMONT
POLICE OFFICERS' ASSOCIATION:**

FOR THE CITY OF CLAREMONT:



Jeffrey Ting
CPOA President

2-19-20
Date




Tara Schultz
City Manager

2/19/2020
Date




Erik Orozco
CPOA Vice President

2-19-20
Date



Jacob Tillman
CPOA Treasurer

2/19/20
Date



Tami Pope
CPOA Secretary

2/19/2020
Date

Updated 2/25/2020

**City of Claremont
Fulltime Salary Ranges**

7/1/2019

**(a) salary schedule represents 38 hour work week for
CPEA, CATSEA, CMA and CEA.**

Class Code	Title	Range	Min.	Max.
<i>CLAREMONT ADMINISTRATIVE & TECHNICAL SUPPORT EMPLOYEE ASSOCIATION</i>				
<u>EXEMPT EMPLOYEES</u>				
103	Network Systems Administrator	760a	6,536	7,896
366	Accounting Supervisor	757a	6,439	7,779
108	Information Systems Administrator	749a	6,187	7,475
647	Human Services Supervisor II	745a	6,065	7,327
367	Fleet Maintenance Supervisor	739a	5,886	7,111
370	Urban Forest Supervisor	739a	5,886	7,111
360	Senior Management Analyst	739a	5,886	7,111
365	Support Services Supervisor	730a	5,628	6,799
106	Building Plans Examiner	729a	5,599	6,764
160	Maintenance Supervisor	726a	5,517	6,665
165	Solid Waste Supervisor	726a	5,517	6,665
688	Landscape Maintenance Supervisor	726a	5,517	6,665
645	Human Services Supervisor	725a	5,490	6,632
300	Management Analyst	711a	5,119	6,184
109	Information Technology Technician	707a	5,018	6,062
363	Accountant	707a	5,018	6,062
102	Executive Assistant to the City Manager	702a	4,895	5,914
219	Deputy City Clerk	700a	4,846	5,854
218	Administrative Specialist	680a	4,386	5,299
204	Senior Administrative Assistant	664a	4,050	4,893
282	Administrative Assistant	645a	3,684	4,451

NON-EXEMPT EMPLOYEES

211	Senior Building Inspector	721a	5,380	6,500
279	Senior Public Works Inspector	714a	5,196	6,277
262	Public Works Inspector	696a	4,750	5,738
210	Building Inspector	695a	4,726	5,709
643	Equipment Mechanic Crewleader	691a	4,634	5,598
209	Personnel Services Coordinator	684a	4,474	5,405
212	Cemetery Sales & Services Coordinator	684a	4,474	5,405
114	Community Improvement Officer	681a	4,408	5,325
683	Infrastructure Crewleader	672a	4,214	5,091
278	Program Coordinator	669a	4,152	5,016
679	Senior Park Ranger	669a	4,152	5,016
206	Senior Accounting Assistant	667a	4,111	4,966
681	Building and Facilities Crewleader	666a	4,090	4,941
682	Maintenance Crewleader	666a	4,090	4,941
675	Solid Waste Crewleader	666a	4,090	4,941
680	Tree Trimmer Crewleader	666a	4,090	4,941
214	Engineering Aide	662a	4,010	4,845
263	Senior Records Clerk	661a	3,991	4,821
257	Personnel Assistant	659a	3,951	4,773
213	Planning Aide	655a	3,873	4,679
255	Building Permit Technician	655a	3,873	4,679
203	Administrative Aide	648a	3,740	4,518
244	Accounting Assistant	645a	3,684	4,451
275	Office Assistant	630a	3,418	4,129
283	Program Specialist	614a	3,156	3,813
200	Accounting Aide	611a	3,110	3,757
264	Records Clerk	611a	3,110	3,757
265	Property & Evidence Clerk	611a	3,110	3,757
280	Site Coordinator	594a	2,857	3,451
216	Receptionist	564a	2,459	2,971
411	Police Aide	527a	2,044	2,469

Class Code	Title	Range	Min.	Max.
<i>CLAREMONT PROFESSIONAL EMPLOYEES' ASSOCIATION</i>				
<u>EXEMPT EMPLOYEES</u>				
170	Principal Planner	797a	7,861	9,497
125	Senior Civil Engineer	792a	7,667	9,263
130	Associate Engineer	763a	6,635	8,016
105	Senior Planner	758a	6,471	7,818
107	Deputy Building Official	749a	6,187	7,475
120	Assistant Engineer	745a	6,065	7,327
140	Associate Planner	733a	5,713	6,902
115	Community Improvement Coordinator	733a	5,713	6,902
356	Redevelopment Project Coordinator	730a	5,628	6,799
368	Arborist	718a	5,301	6,404
110	Assistant Planner	703a	4,919	5,943
<i>CLAREMONT EMPLOYEES' ASSOCIATION</i>				
<u>NON-EXEMPT EMPLOYEES</u>				
228	Senior Mechanic	677a	4,321	5,220
227	Mechanic	659a	3,951	4,773
284	Senior Solid Waste Operator	646a	3,703	4,474
288	Tree Trimmer II	636a	3,522	4,255
248	Maintenance Craftsworker II	639a	3,575	4,319
268	Solid Waste Operator	636a	3,522	4,255
250	Sanitation Maintenance Worker II	636a	3,522	4,255
238	Groundskeeper II	626a	3,350	4,047
246	Maintenance Craftsworker I	622a	3,285	3,969
249	Sanitation Maintenance Worker I	614a	3,156	3,813
286	Tree Trimmer I	612a	3,126	3,777
236	Groundskeeper I	612a	3,126	3,777

Class Code	Title	Range	Min.	Max.
MANAGEMENT				
500	City Manager	CM1		17,583
303	Assistant City Manager	901a	13,207	15,956
CLAREMONT MANAGEMENT ASSOCIATION				
DEPARTMENT DIRECTORS				
351	Police Chief	911a	13,883	16,772
333	Community Development Director	877a	11,717	14,156
336	Community Services Director	876a	11,659	14,085
338	Finance Director	873a	11,486	13,876
315	Human Services Director	866a	11,092	13,400
DIVISION HEADS				
324	City Engineer	840a	9,743	11,771
327	City Planner	817a	8,687	10,495
359	Personnel Services Manager	809a	8,347	10,084
684	Information Systems Officer	807a	8,264	9,984
318	Building Official	807a	8,264	9,984
306	Assistant to the City Manager	804a	8,141	9,835
335	Deputy Director of Community Services	800a	7,980	9,641
358	Deputy Director of Human Services	800a	7,980	9,641
362	Finance Manager	794a	7,744	9,356
322	City Clerk	791a	7,629	9,217
648	Community Services Manager	789a	7,553	9,125
355	Housing and Redevelopment Manager	788a	7,515	9,079
690	Human Services Manager	786a	7,441	8,990
329	Public Information Officer	782a	7,294	8,812
164	Administrative Officer	781a	7,258	8,768
368	Economic Development Officer	774a	7,009	8,468
162	Maintenance Superintendent	774a	7,009	8,468

Class Code	Title	Range	Min.	Max.
<i>CLAREMONT MANAGEMENT ASSOCIATION (continued)</i>				
161	Solid Waste/Motor Fleet Superintendent	767a	6,768	8,176
163	Human Services Superintendent	763a	6,635	8,016
<i>CLAREMONT POLICE OFFICERS' ASSOCIATION</i>				
256	Police Corporal	767	7,114	8,594
258	Police Officer	749	6,504	7,858
221	Police Recruit	691	4,871	5,885
277	Communications Officer II	689	4,823	5,827
276	Senior Jailer	672	4,431	5,353
220	Communications Officer I	668	4,343	5,247
230	Jailer	662	4,214	5,091
252	Parking Enforcement Officer	657	4,111	4,967
<i>CLAREMONT POLICE MANAGEMENT ASSOCIATION</i>				
354	Police Captain	875	12,194	14,732
151	Police Lieutenant	844	10,447	12,622
152	Police Sergeant	803	8,515	10,287