

**SIDE LETTER OF AGREEMENT BETWEEN  
CLAREMONT POLICE OFFICER'S ASSOCIATION (CPOA)  
AND  
THE CITY OF CLAREMONT REGARDING  
SPECIAL DUTY COMPENSATION/ASSIGNMENT**

This Side Letter of Agreement is entered into between the Claremont Police Officer's Association (CPOA) and the City of Claremont (City).

The purpose of said Side Letter Agreement is to revise the CPOA Memorandum of Understanding (July 1, 2019- June 30, 2021) ("MOU") currently in effect.

The parties agree to the following amendment to the CPOA MOU:

**ARTICLE IX – SPECIAL DUTY COMPENSATION/ASSIGNMENT**

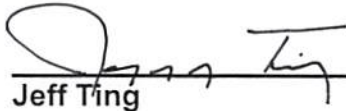
G.1. Employees who are assigned to a canine officer detail are entitled to compensation for off-duty hours spent caring, grooming, and feeding their canine in compliance with the Fair Labor Standards Act (FLSA). The parties agree that this section is intended to and does comply with the FLSA and interpretive cases and rulings. The parties agree that 14 hours has been determined to be the off-duty time the canine handlers spend on these activities. To ensure compliance with the FLSA, the parties agree that canine handlers must limit their off-duty hours to a maximum of fourteen (14) hours per month (unless expressly directed, or otherwise authorized, to work more hours by the Police Chief or her/his designee) because they are only being paid for fourteen (14) hours for such duties per month. Canine officers will receive compensation at straight time at their base hourly rate for 14 hours of canine care per month.

G.2. The City agrees to provide canine officers with the use of a City patrol vehicle for the transportation of the police canine to and from the officer canine handler's personal residence. Canine officers shall not be compensated in any manner whatsoever for time spent traveling to and from work because they have been provided with a City patrol vehicle. In the rare case where the assigned City patrol vehicle is not available, due to maintenance or any other circumstance, and the canine officer is permitted to rely on his/her own personal transportation of the police canine to and from any work related event or service, then the canine officer will be compensated at the current mileage reimbursement rate.

This change shall be in effect until the parties fully execute a successor MOU.

Both parties do hereby concur with the revision to Article IX provided in this agreement amending the current MOU. Therefore, both parties duly execute the side letter agreement.

CLAREMONT POLICE  
OFFICERS' ASSOCIATION:

  
\_\_\_\_\_  
Jeff Ting  
CPOA President

Date: 5-5-21

CITY OF CLAREMONT:

  
\_\_\_\_\_  
Adam Pirrie  
City Manager

Date: 5-11-21