



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CLAREMONT EMPLOYEES' ASSOCIATION**

**AND**

**THE CITY OF CLAREMONT**

**JULY 1, 2024 – JUNE 30, 2027**

**CLAREMONT EMPLOYEES' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2024 – June 30, 2027**

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# **CITY OF CLAREMONT AND CLAREMONT EMPLOYEES' ASSOCIATION**

## **MEMORANDUM OF UNDERSTANDING**

### **ARTICLE I – PREAMBLE**

It is the intent of this Memorandum of Understanding (MOU/Agreement) to set forth the understanding of the parties regarding matters relating to wages, hours, and terms and conditions of employment in effect as of July 1, 2024 between employees represented by the Claremont Employees' Association (CEA/"Association") and the City of Claremont ("City").

### **ARTICLE II – RECOGNITION**

The following classifications shall be represented by the Association: Mechanic; Senior Equipment Mechanic; Maintenance Craftsworker I; Maintenance Craftsworker II; Sanitation Maintenance Craftsworker I; Sanitation Maintenance Craftsworker II; Solid Waste Operator; and Senior Solid Waste Operator;.

### **ARTICLE III – 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 IV – EMPLOYEE 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 relations, including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City to the extent provided by law. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, by another employee or by any employee organization because of their exercise of these rights.

### **ARTICLE V – ASSOCIATION RIGHTS**

The City agrees to recognize two (2) employees from the classes noted in Article II for the purpose of assisting individuals covered by this Agreement in using the grievance procedure. On July 1 of each year, the Association shall notify the Human Resources Manager who the selected two (2) employees are. In no case shall the designated Association employees spend

more than two (2) hours of City time per month on Association business, with the exception of time involved in investigation of safety-related problems, the meet and confer process, or when representing an employee in a formal grievance. In the event of illness, vacation, or other extended absence, the Association President may designate a replacement for the purposes of handling Association business during their absence or the absence of the second designee. Whenever possible, Association-related business shall be conducted before or after work hours or during lunch or break periods.

## **ARTICLE VI – CONDUCT OF ASSOCIATION BUSINESS**

The City agrees to grant the official representative of the Association access to the City's premises a) for the purpose of meeting and conferring, b) consulting and conferring with designated representatives of the City, and c) to observe the work conditions or operations related to a specific grievance.

The City agrees that one (1) of the two (2) employees recognized to assist individuals covered by this Agreement in using the grievance procedure, shall be permitted to consult and confer with City representatives during work hours without loss of pay on matters pertaining to a specific grievance.

Whenever a representative is engaged in Association business, which requires that they be away from their assignment or workstation, the representative shall provide at least twenty-four (24) hours notification to their supervisor of the anticipated time of absence and expected time of return. At all times, Association representatives shall conduct business in accordance with the CEA MOU.

Except as agreed to above, no employee shall engage in any union activity in any manner which shall interfere with City operations; or engage in any union activity on City time.

## **ARTICLE VII – DUES DEDUCTION**

The City will deduct dues and assessments bi-monthly in an amount certified to be current and correct by the Association President, from the pay of those employees who individually provide written authorization for dues and other such deductions. The total of all such deductions shall be remitted by the City to the Association. This authorization shall remain in full force and effect until and so long as the Association remains a formally recognized employee organization in the City. It is the responsibility of the Association to advise the City of new employees who authorize dues deductions. Such deductions will be made on a prospective basis.

The City shall direct requests to cancel or change deductions to the Association. The City shall rely on information provided by the Association regarding whether deductions for Association membership were properly cancelled or changed, and the Association shall indemnify the City for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization, the Association's Bylaws, and this MOU.

## **ARTICLE VIII – NON-DISCRIMINATION**

The City and the Association agree not to discriminate and provide equal employment opportunities, consistent with state and federal law. Accordingly, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (includes language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), ancestry, disability (mental and physical including HIV/AIDS, cancer, and genetic characteristics) medical condition (including genetic characteristics, cancer or a record or history of cancer), genetic information, marital status, sex, gender identity, gender expression, age (over 40), sexual orientation, pregnancy (including childbirth, breastfeeding and/or related medical conditions), political affiliation, military and veteran status, request for family care leave, request for leave for an employee's own serious health condition, request for Pregnancy Disability Leave, union membership, or lawful union activities.

This equal opportunity and non-discrimination policy applies to all employees in connection with their employment, including but not limited to, promotion, transfer, demotion, layoff, and termination.

## **ARTICLE IX – RETIREMENT**

### **1. PERS Plan Formula**

**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 (PEPRA). This includes employees who 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 (6) months. CalPERS ultimately determines who is a classic member in compliance with the law.

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 the 2% at 55 formula (Second Tier).

**New Member:** A new member is defined as an employee who meets the definition of a "new" member for purposes of retirement pension benefits in accordance with PEPRA. 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 (6) month break in service. CalPERS ultimately determines who is a new member in compliance with the law.

New member employees shall receive the 2% at 62 formula (Third Tier).

2. **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 Three Year Final Compensation calculation benefit.
3. The City shall provide employees with the following benefits/provisions:

- a. Credit for unused sick leave (Government Code Section 20965).
- b. 1959 Survivor Benefit (Third Level Benefit).

**Classic Member:** Employees hired prior to March 19, 2012, shall contribute on a tax-deferred basis eight percent (8%) toward the PERS employee share. Employees hired after March 19, 2012, shall contribute on a tax-deferred basis seven percent (7%) toward the PERS employee share.

**New Member:** Employees hired after January 1, 2013, shall contribute six and one-half percent (6.5%) or fifty percent (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.

- 4. All other PERS contract options and policies in effect as of the ratification of this MOU shall continue.

## **ARTICLE X – SALARIES**

The Association agrees to Negotiated Salary Increases (NSIs) in the amounts of 9% effective July 1, 2024, 3% effective July 1, 2025, and 3% effective July 1, 2026. A table containing all CEA classifications and their associated salary step ranges can be found in Exhibit A.

- A. **38 Hour Workweek** - The workday is 9.5 hours, and the workweek is Monday through Thursday, unless an alternate thirty-eight (38) hour work week (i.e. Tuesday through Friday) is operationally necessary as determined by the applicable Department Head and approved by the City Manager or designee.
- B. **Performance Recognition Policy** - The City recognizes that employees, at times, perform above and beyond the call of duty and/or consistently maintain a level of performance that distinguishes them from their co-workers. The Performance Recognition Program is designed to acknowledge full-time and part-time classified employees who have made special effort in a project, program, or service rendered and/or have consistently maintained an above average or excellent level of performance. The City shall administer the Program in accordance with City Administrative Policy No. 30-19 - Performance Recognition Policy.

As provided for in the policy, an employee whose overall performance is rated “average” or “standard” shall receive a merit increase of no less than two percent (2%); an employee whose overall performance is rated “above average” shall receive a merit increase of no less than five percent (5%); an employee whose overall performance is rated “outstanding” or “excellent” shall receive a merit increase of no less than six percent (6%), not to exceed the top of the salary range for the employee’s classification.

Any increase greater than the merit increases described above shall be approved by the City Manager or designee prior to the performance evaluation interview with the employee. In no case shall an increase exceed twice the merit increase percentages described above.

## **ARTICLE XI – FLEXIBLE BENEFIT PLAN**

The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City-sponsored health coverage, including medical, dental, and vision insurance. The Flexible Benefit Plan shall also include, for the employee only, optional supplemental benefits.

The City shall contribute \$1,500 per month toward the Flexible Benefit Plan. 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 pre-tax payroll deductions. If an employee has medical, dental, and/or vision through other means, and they are able to submit proof of this other coverage, the employee will receive the Flexible Benefit amount as taxable income ("cash-in-lieu-of-benefits"). Effective July 1, 2024, the cash-in-lieu-of-benefits amount was capped at \$1,014 for existing full-time benefitted employees. Employees hired in a full-time/benefit-eligible capacity on or after July 1, 2024 are not eligible to receive cash-in-lieu-of-benefits.

If an employee has medical, dental, and/or vision through other means and they are able to submit proof of other "group" coverage, eligible employees will receive the Flexible Benefit amount as taxable income (if eligible as outlined above based on full-time hire date). In order to be eligible for cash-in-lieu-of-benefits, the employee must be able to demonstrate to the City's satisfaction that they are enrolled in a qualified health plan that provides "minimum essential coverage" (as defined by the Affordable Care Act) through another source and will not incur penalties under the ACA.

For the sake of clarification, the following are situational examples:

Scenario 1: Employee "A" was hired on 2/22/22. Employee "A" receives medical through their spouse but takes dental (example cost \$100) and vision (example cost \$30) through the City. Employee "A" currently cashes out the remaining value (\$1,014 - \$130 = \$884). Employee "A" would continue to cash out \$884 effective 7/1/24 as the "cash out cap" will remain at \$1,014 for existing employees. If Employee "A" decided to take additional benefits during open enrollment in 2024 or any future year, the "cash out cap" would remain at \$1,014 (i.e., if Employee A adds STD at an example cost of \$60, the new cash out value would be \$824).

Scenario 2: Employee "B" gets hired on 7/2/24. Employee "B" receives medical and supplemental benefits through the City in the amount of \$800. Employee "B" pays no out of pocket cost for their benefits, and receives no cash out from the City.

Scenario 3: Employee "C" was hired on 1/12/2000. Employee "C" receives medical and supplemental benefits through the City in the amount of \$1,200. Employee "C" pays no out of pocket cost for their benefits, and receives no cash out from the City.

Scenario 4: Employee "D" was hired on 1/5/2005. Employee "D" receives medical through their spouse and does not take any benefits from the City. Employee "D" receives a \$1,014 cash out. If Employee "D" experiences a qualifying life event and desires to obtain City medical and dental coverage, the selected benefits would be deducted from the \$1,500 monthly Flexible Benefit Plan Allocation. For example, if Employee "D" enrolled in medical and dental at a cost of \$1,400 per month, Employee "D" would pay no out-of-pocket expenses and would receive no cash out.



Scenario 5: Employee “E” was hired on 2/8/2023. Employee “E” takes family medical through the City. Employee “E” decides to receive medical through their spouse and forego any City benefits during open enrollment. Employee “E” would be eligible to cash out \$1,014 per month.

## **ARTICLE XII – DEFERRED COMPENSATION**

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

## **ARTICLE XIII – RETIREE MEDICAL INSURANCE**

The City shall continue to offer retirees the option to participate in group medical programs offered by the City. CEA employees who retired before August 1, 2011, shall continue to be eligible for retiree group medical coverage at the retiree’s expense minus the City’s current retiree-only thirty-two dollars and twenty cents (\$32.20) monthly contribution. CEA employees that retire after August 1, 2011, may continue retiree group medical coverage at their own expense.

## **ARTICLE XIV – LIFE INSURANCE**

The City shall provide and contribute the premiums for a seventy-five thousand dollar (\$75,000) life insurance policy for each employee and a ten-thousand dollar (\$10,000) life insurance policy for dependents of the employee.

## **ARTICLE XV – LONG TERM DISABILITY INSURANCE**

The City will provide a long-term disability insurance plan which provides, after a sixty (60) day waiting period, sixty- six point six-six percent (66.66%) of base pay, up to a maximum of eight thousand dollars (\$8,000) per month, until an employee is medically able to return to work or has reached the age of sixty-five (65), whichever occurs first. This benefit is in case the employee sustains a non-work related illness or injury that results in their inability to work for a long period of time.

## **ARTICLE XVI – WORK BOOTS ALLOWANCE**

The City will contribute four hundred dollars (\$400) per employee per year toward the purchase of a pair of work boots.

The contribution shall be used toward the purchase of a pair of work boots, appropriate to each employee's assignment and responsibility (i.e. steel toed boot vs. basic boot), as determined by the Director of Community Services. Said contribution will be in the form of a voucher to be used at one (1) of three (3) vendors selected by the Association. If the cost of a pair of work boots is less than the total amount of the boot voucher, the employee may use any remaining amount toward the purchase of boot dressing, shoelaces, socks, and related items.

Employees may instead elect to request two (2) vouchers per year each in the amount equal to one-half (1/2) of the annual contribution. Employees may then purchase two (2) less expensive pairs of boots each year. If an employee chooses the option of a voucher, a minimum of five (5) months must pass before that employee is eligible for the second (2<sup>nd</sup>) voucher. If the boot

purchase is less than the voucher amount, the employee may use the remaining amount as stated above.

It will be the employee's responsibility to keep the boots clean and in good repair. It is further the employee's responsibility to wear their work boots at all times in the performance of their duties. Vendor selection and voucher system arrangements will be the responsibility of the Community Services Department. The voucher(s) will be issued on or before August 1 of each year. Employees who elect to purchase boots within sixty (60) days of their effective date of termination shall have the cost of the boots deducted from their final paycheck.

## **ARTICLE XVII – SAFETY JACKETS**

The City shall provide one (1) safety cold weather jacket to each Unit member every other year. Jackets may be replaced more frequently upon approval of the employee's supervisor. Reasons for more frequent replacement include: a jacket that is damaged, fading, or has an overall poor appearance.

## **ARTICLE XVIII – LEAVE**

### **A. Sick Leave**

Sick leave is paid leave from work that an employee may use for the following purposes:

- a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; grandchildren; or sibling; or
- b) Diagnosis, care, or treatment of an existing health condition of, or preventative care for a designated person"; or
- c) For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child, or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

### **Accrual**

Employees will accrue 96 hours of sick leave annually (3.69 hours of sick leave per pay period). Employees may bring with them up to two hundred (200) hours of accrued sick leave from their previous agency, if their previous employer did not otherwise compensate them, and the employee can provide documentation to that effect.

### **Administration**

The Association and the City agree that sick leave is allowed only in the case of necessity or actual disability. The Association and the City both agree that abuse of sick leave is not only detrimental to the City but also to the Association and its members.

Therefore, the employee must make every good faith effort to notify their immediate Supervisor before the start of the employee's workday.

No employee shall misuse, feign, and/or misrepresent any illness or injury or deceive the City as to their real condition to remain away from scheduled work assignments. Should this misuse, feign or misrepresentation of illness or injury be proven, disciplinary action may be taken, up to and including termination.

Should the City have a concern with an employee's record of past absences, the City reserves the right to require a medical certificate from the employee on an ongoing basis provided that the City notifies the employee, in writing, that they must provide a medical certificate for all future absences. The duration of this requirement shall be one year from the date of notification and may be renewed from year-to-year by the City by notifying the employee in writing of such renewal prior to the expiration of the previous year. Further, the City reserves the right to require a medical certificate from an employee in any given instance where the employee has been absent for three (3) or more consecutive days.

### **Sick Leave Reinstatement**

The Healthy Workplace Healthy Family Act of 2014 requires sick leave reinstatement. If the employee separates and is rehired within (1) year from separation, accrued and unused sick leave, to a maximum of 10 days or 80 hours, whichever is greater, will be reinstated. An employee who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave.

### **Sick Leave Cash Out**

1. Employees with at least two hundred-forty (240) hours of accrued sick leave may cash out up to twenty-four (24) hours of unused sick leave each calendar year. Said cash out shall occur on the pay date closest to December 1 of each calendar year.
2. Employees who are subject to a layoff shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances.

### **Sick Leave Donation**

In accordance with City Administrative Policy No. 30-32 - Sick Leave, employees may donate and/or receive donated sick leave. The intent of the sick leave donation program is to provide employees in need with hours sufficient to provide income continuation until they are eligible for the Long-Term Disability Program.

1. Sick leave may be donated to other employees who suffer a long-term illness or injury that may or may not require surgery/hospitalization, bereavement, or other emergency situation approved by the Department Head and City Manager or designee.
2. Sick leave may not be donated for elective surgery or maternity/paternity purposes, except in the case of complications of the elective surgery, pregnancy, childbirth, or illness immediately following the affected mother, child, or both.
3. The receiving employee shall have been employed by the City a minimum of six (6) months.

4. The receiving employee shall use all of their leave, which includes sick leave, vacation, longevity leave, compensatory time, and floating holiday prior to receiving donated sick leave.
5. An employee receiving donated hours may receive no more than three hundred-twenty (320) hours, minus the employee's accrued leave (i.e. the employee shall receive no more donated sick leave than they need until eligible for Long-Term Disability benefits). Employees are eligible to receive sick leave on a bi-annual basis.
6. Employees wishing to donate sick leave must have a minimum of three hundred-twenty (320) hours of accrued sick leave after donating leave to the affected employee.
7. Employees may donate a maximum of forty (40) hours sick leave to any given employee.
8. Only sick leave (not vacation, compensatory time, floating holiday) may be donated.
9. Requests for donated sick leave shall be made to the receiving employee's immediate Supervisor, reviewed by the Department Head, and forwarded to the City Manager or designee for approval.

Part-time employees shall be eligible to participate in the Donated Sick Leave Program.

**B. Family Sick Leave (Kincare Law)**

In accordance with Labor Code Section 233, Kin Care leave is time provided to employees to take time off work to care for a family member. This allows employees to use up to half of their sick leave for specific family members as outlined above under Sick Leave, defined by California law.

**C. Bereavement Leave**

The California Fair Employment and Housing Act (FEHA) creates a statutory right for eligible employees to take up to five (5) days unpaid bereavement leave. These days need not be taken consecutively.

In accordance with City Administrative Policy No. 30-32, employees may use up to forty (40) hours of Sick Leave per occurrence toward bereavement leave. Bereavement leave can be used in the event of death of a relative, defined as a spouse, parent, grandparent, sibling, child, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, step-relatives in the same relationships previously listed, domestic partner, member of household, or other individuals under special circumstances approved by the City Manager. Prior to the employee's use of Sick Leave for bereavement purposes, the Department Head may request documentation from the employee for the need of such leave, and the employee must provide documentation within 30 days of the request.

Separate from Sick Leave use for bereavement, eligible employees shall receive an additional benefit of three (3) days paid in-state bereavement leave or five (5) days paid out-of-state bereavement leave per occurrence. Both three and five-day bereavement leave will not be drawn from the Sick Leave bank. Prior to the employee's use of any bereavement leave, the department head may request documentation from the employee for the need of such leave, and the employee must provide documentation within 30 days of the request.

**D. Family School Partnership Leave**

In accordance with the Family School Partnership Act, Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed childcare facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

**E. Child Suspension Leave**

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

**F. School Related Leave**

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed childcare provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave, or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians, or grandparents having custody work for the City at the same City work site, only the first parent requesting will be entitled to leave under this provision.

**G. Family Care and Medical Leave**

In accordance with City Administrative Policy No. 30-36 - Family Care and Medical Leave, employees may use sick leave, vacation, compensatory time, and/or floating holiday hours for time off work as the result of a qualifying Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) event.

The City provides family and medical care leave for eligible employees as required by federal and state law. An employee is eligible for family care and medical leave if the employee satisfies the following conditions:

- a. The employee has been employed by the City for at least 12 months;
- b. The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- c. For FMLA leave eligibility, the City directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.

Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain or use California Family Rights Act (“CFRA”) leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

This policy is supplemented by the Federal Family and Medical Leave Act (“FMLA”), and the CFRA. Unless otherwise stated in this policy, “Leave” means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law (e.g. Pregnancy Disability Leave), the City will run each employee’s FMLA and CFRA leaves concurrently.

#### **H. Pregnancy Disability Leave**

In accordance with City Administrative Policy No. 30-36 - Family Care and Medical Leave, requests for pregnancy disability leave must be submitted in writing with reasonable advance notice, if possible, of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Human Resources division.

The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: (1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; (2) the date on which the employee became disabled by pregnancy, childbirth, or a related medical condition; and (3) the estimated duration or end date of the leave. Employees may use sick leave, vacation, compensatory time, and/or floating holiday hours for time off due to a pregnancy-related disability.

#### **I. Leave for Reproductive Loss**

The City provides employees who have been employed at least 30 calendar days with Reproductive Loss Leave, in the event of a “Reproductive Loss Event”. Reproductive Loss Event means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction, as those terms are defined below:

- “Failed Adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

- “Failed Surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful Assisted Reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave may be taken for up to five (5) days per Reproductive Loss Event. Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act (“CFRA”) leave, Pregnancy Disability Leave (“PDL”), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one Reproductive Loss Event within a 12-month period, the City will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to provide for their compensation while on Reproductive Loss Leave.

The City will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the City will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

## **J. Crime Victims Leave**

Any employee, who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or paid leave, or other compensatory time off including administrative leave.

Any employee, who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program, or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use sick leave, accrued vacation or personal leave, or other compensatory time off including administrative leave.

Any employee who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime if the employee provides the City notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the City within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off including administrative leave.

**K. Jury Duty Leave/ Subpoenaed or Court-Ordered Witness Leave**

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their Supervisor or Department Director as soon as possible. Any employee who is released from jury service before the end of their scheduled work hours must notify their supervisor and report to work when feasible, unless otherwise authorized by their supervisor.

**L. Military Leave**

Military leave will be granted in accordance with federal and state law. An employee requesting leave for this purpose shall promptly provide their Supervisor or Department Director with a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of such orders, the Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Under California law, up to 10 days of unpaid leave is available to eligible employees who are spouses/domestic partners of deployed members of the military when the military spouse/domestic partner is on leave from deployment during a time of military conflict.

**M. Voting Leave**

If any employee does not have sufficient time outside of working hours to vote, they may request up to two (2) hours of paid leave either at the beginning or end of scheduled working



hours to enable them to vote. The employee must request time off to vote from their supervisor at least two (2) days prior to Election Day.

**N. Leave to Perform Emergency Duties or to Attend Related Training**

Employees are allowed to take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. The employee is not allowed to take this leave if, however, the employee's absence would hinder the availability of public safety or emergency medical services.

An employee who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel, may also take time off of work for the purpose of engaging in fire, law enforcement, or emergency rescue training. An employee is eligible to take this leave no more than an aggregate of 14 days per calendar year.

For purposes of these leaves, the term "emergency rescue personnel" means any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of this state, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while they are actually engaged in providing emergency services.

**O. Leave of Absence**

Failure on the part of an absent employee to immediately return to duty at the conclusion of their use of vacation, compensatory time, floating holiday, jury duty, sick leave, or other paid or unpaid time off shall result in the City initiating the due process procedure.

**ARTICLE XIX – REDUCTION IN FORCE**

**A. Definitions**

1. Appointing Authority - defined as Department Head.
2. City Length of Service - defined as the total continuous service in permanent City employment, including all positions held in the City work force which requires a retirement contribution.
3. Classification Length of Services - defined as the total period of time an employee has been in a particular classification.
4. Displacement Rights - commonly referred to as "bumping rights", these rights allow laid-off employees to displace another employee in a lower classification in the manner specified under "Displacement Rights" contained in this Policy. These rights are only applicable to permanent City employees.

**B. Policy**

When it is deemed necessary to reduce the work force, the City will first endeavor to avoid laying off employees through such means as attrition, transfer, and demotion.

C. **Procedure** (in order of occurrence)

1. The Appointing Authority will identify those classifications which will be reduced which will minimize the impact on the continued effectiveness of that Department and will meet the necessary reduction in force requirements as determined by the City.
2. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify the Personnel Manager of the name(s), classification(s), and reasons(s) for layoff of employees being laid off.
3. All permanent City employees to be laid off shall be given advance written notice of the effective date of the layoff as far in advance as reasonably possible. Such advance notice shall be given no later than twenty-five (25) working days before the effective day of the layoff unless the City could not reasonably anticipate the need for the layoff by such time, and in such an event, notice will be given no later than fifteen (15) working days before the effective date of layoff. The notice will be personally delivered or sent by certified mail.
4. The written notice shall inform the employee of his/her displacement and priority employment rights.

D. **Order of Layoffs**

Once the classifications to be reduced have been identified, the Appointing Authority shall determine the employee(s) to be laid off in the following order:

1. Employees in the identified classifications that are not included in the Retirement System (e.g., extra-help or temporary employees).
2. Employees in limited-term positions in reverse order of their classification length of service in the identified classifications (i.e., employees with the least amount of classification service in the classifications identified to be reduced).
3. Probationary employees in reverse order of their classification length of service in the identified classifications.
4. In determining the order of layoffs, a combination of factors shall be considered, including but not limited to: qualifications; productivity; general performance; seniority; and needs of the City. All City policies, including the Positive Employment Policy, shall be considered.
5. Qualifications, productivity, general performance and seniority will be determined using the following criteria:
  - a. An employee's last four (4) performance evaluations, if in existence;
  - b. Within the last six (6) years, any history of employee commendations, awards, etc.;
  - c. Any history of employee written disciplinary action;

- d. Attendance record, including tardiness and unexcused absences;
- e. Safety record, including personal injury and damage to City property;
- f. Certifications, abilities and qualifications;
- g. Seniority based on length of service in the class and City.

E. **Displacement Rights** (Bumping)

Permanent employees, who are designated to be laid off, may displace employees in a lower classification provided that the employee exercising the displacement privilege has seniority and the ability to perform the duties of the class to which the employee is bumping. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace employees in lower classifications in the same order as specified in Section D.
2. All employees must exercise displacement privileges within ten (10) working days after receipt of the Notice of Layoff by written notice to the Personnel Manager. In the event that the employee is not reachable through no fault of the employee, the period shall be extended an additional five (5) working days to a total of fifteen (15) working days from date of notice. If these privileges are not exercised within the specified time period, they are automatically forfeited.

F. **Demotions**

Upon request of the employee, an employee who has not held status in a lower classification may be allowed to demote to a vacant authorized position in the same Department, if they meets all the requirements of the lower position as determined by the Appointing Authority.

All employees who are demoted will be paid at the same rate of pay as prior to demotion, if, and only if, the rate of pay is within the range of the lower position. If this is not the case, the rate of pay shall be within the salary range of the lower position which is closest to the rate of pay prior to demotion.

G. **Transfers**

The Appointing Authority may transfer an employee to a vacant authorized position if the employee is qualified and technically capable of performing the duties as determined by the Appointing Authority.

Employees who are transferred will be paid at a rate of pay equal to the rate of pay prior to transfer. Any employee who does not accept a transfer within five (5) working days after Notice of Transfer is given will have automatically forfeited their ability to transfer.

If the transfer involves a change from one Department to another, both Department Heads must consent, unless the City Manager orders the transfer for purposes of economy or efficiency.

H. **Reinstatement of Employees Demoted as a Result of a Reduction in Work Force**

Employees who are demoted as a result of a reduction in work force shall have their names placed on a classification reinstatement list in the order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

I. **Re-employment of Employees Laid Off as a Result of a Reduction in Work Force**

Employees who are laid-off and who held permanent status at the time of layoff shall have their names placed on a Re-employment List for classifications in which they previously held status and for classifications at the same or lower salary range for which they qualify, in the order of their classification seniority. Vacant positions in such classifications will be offered to eligibles on the Re-employment List who qualify for such vacancies after Section H, Reinstatements, and prior to an open or promotional recruitment.

J. **Duration of Reinstatement and Re-Employments Lists**

The eligibility of the individual on the Reinstatement and Re-employment Lists shall extend for a period of two (2) years from the date of demotion or layoff; except employees re-employed or reinstated after more than one (1) year shall be re-employed or reinstated in a probationary status for a period of six (6) months. Eligibles not responding to written notification of an opening within fifteen (15) working days shall have their names removed from either the Re-employment or Reinstatement List.

K. **Restoration of Benefits upon Re-employment Following a Reduction in Workforce**

Upon re-employment following a reduction in work force, an individual will have the following benefits restored:

1. Prior sick leave accruals.
2. Seniority at time of layoff for purposes of determining merit increases, vacation accruals and future reduction in force.
3. The salary paid an employee who is re-employed into the same classification they held at time of layoff shall be the salary then in effect for the salary range Step the employee held at the time of layoff. If the employee chooses to be re-employed in the classification which has a salary range lower than the classification from which they was laid off, then salary placement will be made at the Step in the lower range that is closest to their salary immediately prior to layoff, except that, if the maximum of the salary range of the classification into which the employee is to be re-employed is lower than the salary received immediately prior to layoff, then the employee shall receive the maximum salary provided in such range.

## **ARTICLE XX – DRUG AND ALCOHOL POLICY**

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 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.

To help address these issues, the City has implemented City Administrative Policy No. 30-37 - Drug-Free Workplace Policy. The end objective of this policy is to help employees who are afflicted with alcoholism or drug dependency who wish to recover. The keys to this effort will be the providing of education and assistance to the employees and their families, encouraging the employees to receive treatment as needed, fostering and encouraging an environment that 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 their 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 their 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 their 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 they are 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, their ability to operate and/or function in the manner 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 of 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 being 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; and alcohol tests and drug tests.
2. Managers, selected Association officials, and other selected employees shall attend at least one (1) hour of training on alcohol misuse and at least one (1) hour of training on controlled substances misuse, to include the following issues:
  1. Employee Assistance Program ("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.
  2. City policies and procedures related to handling employees who appear to be subject to the effects of alcohol and/or drugs.
  3. Documentation of observations and impressions of persons who may be subject to the effects of alcohol and/or illegal drugs.
  4. Alcohol and drug testing policy, rules, procedures, and safeguards.
  5. Benefit programs and alternatives available.
  6. Safety aspects of alcohol or drug problems in both work and social environments.
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 employee's 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 EAP before the employee's alcohol or drug problems lead to disciplinary action.
4. An employee's decision to seek voluntary help from the EAP 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 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**

The City's designated 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.

1. 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**

The City may require an employee to submit to a drug and/or alcohol screen test following a work-related accident, incident, or mishap that resulted in death, injury



requiring medical treatment away from the scene of the accident, or property damage, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor based upon the City's analysis of the reasonable suspicion factors provided under this policy.

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 their job.

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. The City's designated testing service 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 the City's designated testing service for use in the random drug screen selection process.
  - b. The City's designated testing service, using a statistically-valid method, shall randomly select a quantity of employee ID numbers that comply with Item 1, and forward to the City of Claremont Human Resources Division.
  - c. The Claremont Human Resources Division shall match the selected ID numbers with corresponding employees.
  - d. All employees who have their employee ID number selected shall participate in the random drug screen.
  - e. All Unit employee ID numbers shall be utilized in the random selection process the subsequent quarter.

- f. 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 (24) 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 their 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 investigate to gather all facts. The decision to discipline or discharge will be carried out in conformance with the Disciplinary and Appeals Procedures contained in the City's Personnel Rules and Regulations.

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 their safety sensitive position. The City will retest the employee before the employee may return to their position. The employee's alcohol concentration must indicate a concentration level below 0.02 before the employee may be returned to their 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 their leave of absence. However, an employee may use any of their 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 but not limited to treatment by the City's medical office.
- b. Second Positive - If within one (1) 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 their 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 authorization from a supervisor or manager who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test was not obtained.

**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 (2) 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.
4. *Chain of Custody* - Collection and shipment of all urine samples will follow strict chain of custody procedures.
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 Federal Register.

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 (1) year. (Please refer to Federal Register)
7. *Confidentiality* - The identities of employees who have tested positive shall be limited to those persons who have 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 XXI – PERSONNEL RULES**

The parties agree that there shall be the following changes in the Personnel Rules and Regulation provisions for Unit employees:

### **A. Probationary Period**

1. Reinstatement a promotional probationary period of six (6) months rather than twelve (12) months.
2. With respect to extensions of original and promotional probationary periods, change from the current maximum of twelve (12) months extension determined by the City Manager to maximum of six (6) months extension made with concurrence of the employee. In the event an extension is offered, the employee will be given directions in the form of an evaluation as to the standards they must meet to attain permanent status.

### **B. Workers' Compensation**

Maintain provision calling for full compensation during the first thirty (30) calendar days of an absence due to workers' compensation injury.

### **C. Grievance Procedure**

#### **Section 1 - Definitions**

- 1.1 A "grievance" is an allegation by the Association and/or an employee that the City has violated a provision of this Agreement or a specific provision 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.

- 1.2 Employees may grieve as an employee or collectively as an established group. If desired, employees may file a grievance as one of the following established employee groups:
- Maintenance Staff
  - Sanitation Staff
  - Motor Fleet Staff

## **Section 2 - Grievance Procedure Steps**

- 2.1 **Informal Grievance Procedure:** The Association and/or the aggrieved employee and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. The employee shall discuss the resolution with their immediate Supervisor within ten (10) working days of the occurrence. The immediate Supervisor shall render an informal decision within five (5) working days of discussion of the grievance. If the employee does not agree with the Supervisor's decision, or if no answer has been received within the specified time period, the employee may continue the informal process through discussion of the grievance within ten (10) working days with their second level Supervisor. The second level Supervisor shall render an informal decision within five (5) working days. If the employee does not agree with the second level Supervisor's decision, or if no answer has been received within the specified time period, the employee may proceed to the Formal Grievance Procedure, First Level.

### **2.2 Formal Grievance Procedure:**

#### **2.2.1 First Level of Review**

The Association and/or the employee shall present the formal grievance in writing to their supervisor within ten (10) working days of completion of the informal process. The written grievance shall contain the following information:

- a. Name of employee 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 employee's representative, if any;
- g. Date and signature of the employee and/or Association representative.

The Supervisor shall render a decision and provide comments in writing and return them to the employee within ten (10) working days after receiving the written grievance. If the employee does not agree with their Supervisor's decision or if no answer has been received within the ten (10) working days, the employee may present the grievance in writing to the Department Head or designee.

#### **2.2.2 Second Level - Department Review**

The Department Head or designee receiving a formal grievance shall, upon request, discuss, upon request the grievance with the Association and/or employee, their representative, if any, and with other appropriate persons. The employee shall request such discussion within five (5) days of the Supervisor's decision. The Department Head or designee shall render their decision and provide comments in writing and return them to the employee within ten (10) working days after receiving the formal written grievance or after the meeting with the employee, whichever is later. If the employee does not agree with the decision reached or if no answer has been received within the specified time period, the employee may appeal the formal grievance to the next level of the grievance procedure within ten (10) working days.

### 2.2.3 **Third Level - Advisory Arbitration**

- a. To activate advisory arbitration, the grievant and/or Association must, within ten (10) working days, present the grievance in writing to the Personnel Officer 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 five (5) days or more without pay. All other grievances shall bypass Step Three of the grievance procedures and advance to Step Four.
- c. The Personnel Officer and the employee shall request a list of five (5) 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 list by eliminating names until one (1) name remains. The one (1) 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 and as such, hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- 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 employee have 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 (5) 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 Human Resources Manager, with a copy to the Department Head. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the MOU 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.
- h. Within thirty (30) working days after the conclusion of the hearing, the arbitrator shall render an advisory decision in writing to the parties (including the City Manager).

**2.2.4 Fourth Level - City Manager**

If the grievance is submitted to the City Manager for review and settlement, the City Manager, in non-arbitral cases, may elect the methods they consider appropriate for the study of the issues and shall render a written decision to the parties within fifteen (15) working days. The employee and/or Association may submit a recommendation regarding what they consider an appropriate method for study of the issues. For all cases involving advisory arbitration recommendations, the City Manager shall review the entire matter within ten (10) working days after receipt of the arbitrator's recommendations and render their decision. If no decision is rendered by the City Manager within the ten (10) working day period, the decision of the arbitrator shall be considered final and binding on the parties. In cases of discipline, the City Manager shall not increase the discipline imposed by the Department Head.

**Section 3 - General Provisions**

- 3.1 The grievant is entitled to representation of their choice at any point in the grievance procedure.
- 3.2 An employee who wishes to file a grievance during their work shift must provide to their immediate Supervisor one (1) hour notice and their anticipated time of return prior to leaving their assignment or workstation.
- 3.3 Unless the parties mutually agree to extend deadlines, failure by the City to meet any of the specified time limits shall entitle the grievant to the relief requested in the grievance and failure by the employee and/or Association to meet any of the

specified time limits shall entitle the City to implement the action specified in the Notice of Intent.

- 3.4 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.
- 3.5 Probationary employees not previously holding permanent status in a lower classification may file grievances under all grievable grounds defined in Section 1.1 above except in cases involving rejection from probation (i.e. termination).
- 3.6 Employees shall be assured freedom from reprisal for using the grievance procedures.

## **D. Discipline Procedure**

### **Section 1**

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.

### **Section 2**

Except in emergencies, or as authorized by law, suspensions of five (5) days or more, demotions, reductions in pay, or discharge, shall not be put into 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 Department Head orally or in writing within five (5) working days of receipt of such notice.

If the proposed action or some modified action is then implemented, the employee may appeal such action in accordance with the Grievance Procedure contained in this Agreement (commencing with Article XXI, C).

A permanent employee who receives an oral warning, written reprimand, or suspension of less than five (5) days duration may appeal such action in accordance with the grievance procedure contained in this Agreement (commencing with Article XXI, C, Section 2.2.3).

### **Section 3**

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

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency;
- d. Neglect of duty;



- f. Bringing to the workplace or use of or being under the influence of alcohol or intoxicating drugs while on duty:
  - (i) Reporting for duty or remaining on duty while having an alcohol concentration level of 0.04 or greater
  - (ii) Performing duties within four (4) hours of using alcohol;
  - (iii) Being on duty or operating a vehicle while possessing alcohol;
  - (iv) Using alcohol while performing duties;
  - (v) Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a vehicle;
  - (vi) Reporting for duty or remaining on duty if the employee tests positive for controlled substances;
  - (vii) Refusing to submit to any alcohol or controlled substances test required by this Policy. An employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol test or tested positively on a controlled substance test. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:
    - 1. 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 to 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 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 authorization from a supervisor or manager who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test was not obtained.
- g. Addiction to or habitual use of alcoholic beverages, narcotics, or any other habit-forming drugs which impairs job performance;
- h. Unexcused or excessive absences (including tardiness);
- i. Violation of the rules, regulations or orders established by a Supervisor, Department, or City Council;
- j. Conviction of a felony or of a misdemeanor involving moral turpitude;
- k. Discourtesy to the public or fellow employees;
- l. Misuse or abuse of City property or equipment;
- m. Substandard job performance;
- n. Insubordination;
- o. Outside employment which conflicts with the employee's position and not specifically authorized by the Department Head;
- p. Falsification of any City report or records or of any report or record required to be, or, filed by the employee (including application form);

- q. 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.

#### **Section 4**

Employees placed on paid administrative leave shall be reachable by phone and available to report to work during normal business hours.

In the event the employee will be reachable at a telephone number other than the one on file with the City, it is the responsibility of the employee to notify their Supervisor so that the employee will be available in the event they are requested to report to work.

#### **Section 5**

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

#### **E. Acting Status**

Whenever the needs of the City, due to an incumbent's absence for reasons of vacation, illness, injury, resignation, or other paid or unpaid leave vacancy require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, no later than fifteen (15) continuous days from the date of the appointment, the employee shall receive the salary rate of the higher classification in which the employee is performing the required duties. Said higher pay shall be received by the employee for the remaining duration of the appointment. In such cases, the employee shall be paid at an appropriate step of the salary schedule of the higher classification which will assure an increase of not less than five percent (5%) of the employee's current salary, but in no case shall such salary exceed the top salary step of the higher classification.

The affected Department Head shall indicate in writing to the Personnel Officer the requirement of the performance of duties in the higher classification. No employee shall be required to perform any of the duties of a higher classification unless the employee is deemed to possess the minimum qualifications of the higher classification by the Personnel Officer as recommended by the affected Department Head.

Generally, the employee assigned to perform the duties of a higher classification shall not serve for more than ninety (90) working days in a higher classification whenever a vacancy exists (or it is apparent that a vacancy will be present) without the announcement by the Personnel Officer of an approved promotional examination as otherwise provided in these rules and regulations.

A person appointed in an acting capacity shall be eligible to receive merit increases in their regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in an acting capacity. However, in no case shall the acting pay be less than five percent (5%). If successful in being promoted, the period of time of service in the higher classification shall be credited to the promoted employee toward the required period of probation for the higher classification.

## **F. Overtime**

1. It is the policy of the City of Claremont to avoid overtime work whenever possible. However, the City shall not change schedules in order to avoid overtime. 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. Overtime work is that performed by an employee at times other than normally required for their specific employment. No overtime shall be recorded or reported for less than one-quarter (1/4) hour of work. All overtime work, except for emergency conditions, must have the approval of the Department Head prior to actual performance of the work. Failure to obtain such approval in advance will be justification for disapproval of any overtime compensation.
2. Scheduled vacation, holidays, compensatory time off, jury duty, and military leave, shall count as hours actually worked for the purposes of computing time and one-half overtime. Sick leave and unscheduled vacation shall not count as hours worked for purposes of computing overtime.
  - a. In order to administer this provision, the City and CEA agree that the Departmental Policy entitled, "Attendance Procedures," adopted June 1, 1986 is hereby modified so as to reduce to three (3) occasions, not to exceed the equivalent of three (3) regularly scheduled work days in accordance with the employee's alternative work schedule, the number of times in a calendar year the employee may give same day notice of vacation use. In accordance with the City's Personnel Rules and Regulations, vacation use shall be scheduled in advance. The Community Services Department shall consider vacation requests which are submitted at least two (2) working days in advance for vacation requests of one (1) to two (2) days and five (5) working days in advance for vacation requests of three (3) or more days.
3. 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 (1.5) times the actual hours worked over thirty-eight (38) hours in a seven (7) day work period.
  - c. 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. Due consideration shall be given to the wishes of the employee and compensatory time shall be denied only with good work-related reason(s).
  - d. Total accumulated compensatory time shall not exceed ninety (90) hours. Employees who have accumulated ninety (90) hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall below the ninety (90) hour limit.

- f. Use of accrued compensatory time shall be granted if requested in writing at least two (2) working days in advance and at the discretion of the Department Head or designee unless extraordinary circumstances exist, such as previously approved vacations and/or illness to the extent that crews cannot be scheduled to accommodate the daily workload.
  - g. Employees may elect to buy back up to thirty-two (32) hours of compensatory time per year. Said buy back shall occur on the pay date closest to December 1 of each year.
  - h. Upon separation of employment, employees shall be compensated for any unused compensatory time off.
4. Time worked on a holiday shall be compensated at the regular rate of pay plus any holiday entitlement.
5. On-Call Assignments
- a. Unit employees assigned to on-call duty, upon approval of their supervisor, shall have the use of a City vehicle for travel to and from work while on on-call status. As the purpose of the on-call status is for quick response time, employees may only be assigned to on-call status if they live within thirty (30) miles of the Community Services City Yard.
  - b. On-call employees are responsible for taking reasonable steps to ensure the on-call cellular phone is in working condition (i.e. making sure batteries are charged). The City shall be responsible for service and maintenance when the employee notifies the City of any malfunction.
  - c. On-call employees are responsible for the on-call cellular phone if lost or damaged due to the employee's negligence.
  - d. On-call employees are expected to arrive at the scene within forty-five (45) minutes of receiving the call.
  - e. On-call employees must refrain from any activities which may impair their judgment or ability to perform duties.
  - f. Employees assigned to on-call status may trade assignments and, except in emergency or unusual circumstances, are required to notify the Supervisor of the trade. In usual situations, trades will be confirmed in writing to the Supervisor and will include the signature of the assigned employee and the one with whom they are trading.
  - g. On-call employees who respond to the scene and determine the need for assistance may request another employee to respond.
  - h. Any employee who is not designated as the "on-call" employee but who is called back to work shall be compensated a minimum of three (3) hours at

straight time, plus actual hours worked in Accordance with Article IV-M of the Personnel Rules and Regulations.

- i. On-call employees shall receive forty dollars (\$40) per day and sixty-five dollars (\$65) on weekends, holidays, or scheduled off-days for the term of the on-call assignment and overtime in accordance with Article XXI, Section F. For an employee who is assigned to on-call and is called back to work, the employee shall be compensated a minimum of three (3) hours at straight time, plus actual hours worked.

#### **G. Holiday Pay**

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:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King, Jr. Day (The third Monday in January)
- President's Day (The third Monday in February)
- Memorial Day (The last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (The first Monday in September)
- Veteran's Day (November 11<sup>th</sup>)
- Thanksgiving Day (Fluctuates - Thursday in November)
- Christmas Day (December 25<sup>th</sup>)

Each holiday shall be valued at 9.5 hours. The specific days that City employees will observe the holiday may be determined by the City Council and/or the City Manager or designee. The City Manager or designee 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.

The City will establish employee work schedules for the holidays provided in the CEA MOU ninety (90) days prior to each holiday. An employee who elects not to work on a holiday must provide at least ninety (90) days' notice to their immediate Supervisor. To ensure continued service levels, the City reserves the right to contract with an outside agency for the completion of the work during the employee's holiday time off. In the event a City emergency occurs on the employee's holiday time off, the employee's Supervisor or Department Head may require that the employee report to work. Employees who work a holiday will continue to be paid double-time (regular rate of pay for hours worked plus holiday entitlement).

#### **H. Floating Holiday**

All Unit employees shall receive 37.5 floating holiday hours each calendar year.

In addition, employees shall have holiday hours converted to floating holiday hours when any of the ten (10) holidays falls on the employee's scheduled day off work. For example, with the Monday through Thursday schedule, any holiday that falls on a Friday, Saturday, or Sunday shall be converted from 9.5 holiday hours to 9.5 floating holiday hours.

All floating holiday hours are credited to employees on January 1 of each calendar year. Employees hired mid-year would receive prorated floating holiday hours.

All floating holiday hours must be used by December 31 of the same calendar year or shall be forfeited.

Floating holiday hours may be used in conjunction with vacation. Use of the floating holiday requires two (2) working days advance notice.

Upon separation of employment, employees shall be compensated for any unused floating holiday hours.

**I. City Hall and Administrative Offices Closure**

City Hall and Administrative Offices will be closed on the following dates:

Tuesday, December 24, 2024 thru Wednesday, January 1, 2025;  
Wednesday, December 24, 2025 thru Thursday, January 1, 2026; and  
Thursday, December 24, 2026 thru Friday, January 1, 2027.

Employees shall be required to use their own accumulated vacation, floating holiday, and/or compensatory time during for days not specified as a holiday above. The need for an employee to work during these weeks is at the discretion of the Department Head, in consultation with the City Manager.

**J. Vacation Accrual**

During the first year of service, employees shall accrue ninety-six (96) hours of vacation per year, monthly on a pro-rata basis (3.69 hours per pay period).

Beginning the second year until completion of the thirteenth year of service, employees shall accrue one hundred twenty (120) hours of vacation per year, monthly on a pro-rata basis (4.61 hours per pay period).

Beginning with the fourteenth year and every year of service thereafter, employees shall accrue one hundred sixty (160) hours of vacation per year, monthly on a pro-rata basis (6.15 hours per pay period).

Employees may take accrued vacation after the first six (6) months of employment.

For purposes of this section, authorized leaves of absences with pay shall count toward years of service.

Employees may carry on the books maximum vacation hours of twice their accrual rate. For example, employees with up to fourteen (14) years of service may carry up to two hundred forty (240) vacation hours on the books. Employees with more than fourteen (14) years of service may carry up to three hundred twenty (320) vacation hours on the books.

Employees will provide at least five (5) working days' advanced written notice to their Department Head of their desire to take vacation.

Upon separation of employment, employees shall be compensated for any unused vacation hours.

**K. Longevity Leave Bonus**

In recognition of long-term service, beginning with an employee's tenth (10<sup>th</sup>) year of service and every five (5) years thereafter (15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, 30<sup>th</sup>, etc.), they shall receive on their anniversary date a one-time longevity leave bonus of eighty (80) hours. This is in addition to the vacation hours accrued and described above.

All longevity leave hours must be used within a twelve-month period from the date of receipt or shall be forfeited.

Upon separation of employment, employees shall be compensated for any unused longevity leave bonus hours.

**L. Harassment and Discrimination**

Administrative Policy 30-02 – Discrimination and/or Harassment Policy defines and forbids discriminatory and/or harassing conduct, prohibits the condoning or perpetuating of such conduct, and provides an efficient means for reporting and resolving complaints of discrimination and/or harassment.

The City and CEA agree not to discriminate and to provide equal employment opportunities, consistent with state and federal law. Accordingly, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed (including religious dress and grooming practices), color, national origin (includes language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), ancestry, disability (mental and physical including HIV/AIDS, cancer, and genetic characteristics) medical condition (including genetic characteristics, cancer or a record or history of cancer), genetic information, marital status, sex, gender identity, gender expression, age (over 40), sexual orientation, pregnancy (including childbirth, breastfeeding and/or related medical conditions), political affiliation, military and veteran status, request for family care leave, request for leave for an employee's own serious health condition, request for Pregnancy Disability Leave, union membership, or lawful union activities.

This equal opportunity and non-discrimination policy applies to all employees in connection with their employment, including but not limited to, promotion, transfer, demotion, layoff, and termination.

**M. Work Periods**

The Department Head and/or Supervisor shall, as a courtesy, provide Association members fifteen (15) days advance notice, unless otherwise impractical, of any changes in work period, week, or hours.

**N. Commercial Driver's Licenses**

Maintaining a valid Commercial Driver's License is required for all CEA job classifications. Evidence of a valid Commercial Driver's License ("CDL") shall be obtained upon hire and throughout City employment while in a job classification requiring such license. Employees shall be responsible for maintaining a valid CDL, including DMV renewal and medical examination. Employees shall be scheduled outside of their work shift to attend medical examination appointments and shall be paid overtime for actual hours spent at the medical examination, up to a maximum of four (4) hours overtime. The Community Services Department shall assist Unit employees by scheduling medical appointments and providing required forms for the medical exams. The Community Services Department shall pay for CDL medical examinations completed at the City's designated clinic.

## **ARTICLE XXII – LABOR/MANAGEMENT COMMITTEE**

The City and CEA agreed to create a Labor/Management Committee with up to four members from the City and four members from CEA, and outside representative (if desired by either CEA or the City) to meet on a quarterly basis regarding predetermined agenda items agreed upon by both CEA and City. Agenda items may include topics such as: Promotional Opportunities, Voluntary Standby for Sanitation Drivers, and Voluntary Skills Improvement Training. CEA and the City agree to hold the first meeting prior to September 30, 2024.

## **ARTICLE XXIII – STRIKES, SLOWDOWNS, STOPPAGES, OR OTHER WORK INTERRUPTIONS PROHIBITED**

Continuous and uninterrupted service by the City and its employees to the citizens, and orderly relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work-stoppages, sit-downs, slow-down strikes, or a concerted refusal to render services or to work, including overtime or any other curtailment or restriction of work at any time during the term of this Agreement. In the event of a violation of this Article by the Association and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including termination. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage, or other interruption of work.

## **ARTICLE XXIV – ZIPPER CLAUSE**

The City and the Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both the City or the Association at the time they negotiated or executed this Agreement,; and even though such subject or matter was proposed and later withdrawn. Except as modified herein, or as otherwise required by law, existing wages and hours as set forth in the City's Salary Resolution and related Rules and Regulations shall continue in effect. And except that nothing in this Article shall be deemed to be a waiver by the Association of its right to request to meet and confer regarding any changes proposed to be made by the City in its Personnel Rules and Regulations that fall within the scope of statutorily required duty to meet and confer with the Association.

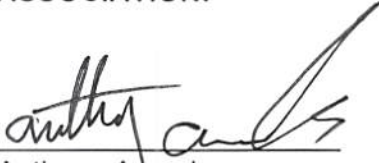
## **ARTICLE XXV – TERM OF AGREEMENT**

This Memorandum shall be in effect July 1, 2024 through June 30, 2027.

[Signatures on the following page]



FOR THE CLAREMONT EMPLOYEES  
ASSOCIATION:


  
Anthony Arevalos  
CEA President

06/18/24  
Date

FOR THE CITY OF CLAREMONT:

  
Jamie Earl  
Assistant City Manager

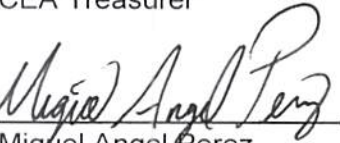
6/24/24  
Date

  
Tim Pinedo  
CEA Vice President

6/18/24  
Date

  
Mario Saldana  
CEA Treasurer

6/18/24  
Date

  
Miguel Angel Perez  
CEA Secretary

18 JUNE 2024  
Date

EXHIBIT A - SALARY SCHEDULE  
EFFECTIVE JULY 1, 2024

POSITION	STATUS	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
Maintenance Craftworker I	Non-Exempt	Hourly	24.84	25.09	25.34	25.59	25.85	26.11	26.37	26.63	26.90	27.17	27.44	27.71	27.99	28.27	28.55	28.84	29.12	29.42	29.71	30.01
		Monthly	4,090.32	4,131.49	4,172.65	4,213.82	4,256.63	4,299.45	4,342.26	4,385.07	4,429.53	4,473.99	4,518.45	4,562.91	4,609.02	4,655.13	4,701.23	4,748.99	4,795.09	4,844.49	4,892.25	4,941.65
Maintenance Craftworker II	Non-Exempt	Hourly	26.77	27.04	27.31	27.58	27.86	28.13	28.42	28.70	28.99	29.28	29.57	29.87	30.16	30.47	30.77	31.08	31.39	31.70	32.02	32.34
		Monthly	4,408.13	4,452.59	4,497.05	4,541.51	4,587.61	4,632.07	4,679.83	4,725.93	4,773.69	4,821.44	4,869.19	4,918.59	4,966.35	5,017.39	5,066.79	5,117.84	5,168.89	5,219.93	5,272.63	5,325.32
Mechanic	Non-Exempt	Hourly	28.43	28.71	29.00	29.29	29.58	29.88	30.18	30.48	30.78	31.09	31.40	31.72	32.03	32.35	32.68	33.00	33.33	33.67	34.00	34.34
		Monthly	4,681.47	4,727.58	4,775.33	4,823.09	4,870.84	4,920.24	4,969.64	5,019.04	5,068.44	5,119.49	5,170.53	5,223.23	5,274.27	5,326.97	5,381.31	5,434.00	5,488.34	5,544.33	5,598.67	5,654.65
Sanitation Maintenance Worker I	Non-Exempt	Hourly	22.49	22.71	22.94	23.17	23.40	23.63	23.87	24.11	24.35	24.59	24.84	25.09	25.34	25.59	25.85	26.11	26.37	26.63	26.90	27.17
		Monthly	3,703.35	3,739.58	3,777.45	3,815.33	3,853.20	3,891.07	3,930.59	3,970.11	4,009.63	4,049.15	4,090.32	4,131.49	4,172.65	4,213.82	4,256.63	4,299.45	4,342.26	4,385.07	4,429.53	4,473.99
Sanitation Maintenance Worker II	Non-Exempt	Hourly	25.09	25.34	25.60	25.85	26.11	26.37	26.64	26.90	27.17	27.44	27.72	28.00	28.28	28.56	28.84	29.13	29.42	29.72	30.02	30.32
		Monthly	4,131.49	4,172.65	4,215.47	4,256.63	4,299.45	4,342.26	4,386.72	4,429.53	4,473.99	4,518.45	4,564.56	4,610.67	4,656.77	4,702.88	4,748.99	4,796.74	4,844.49	4,893.89	4,943.29	4,992.69
Senior Mechanic	Non-Exempt	Hourly	31.55	31.87	32.19	32.51	32.84	33.16	33.50	33.83	34.17	34.51	34.86	35.20	35.56	35.91	36.27	36.63	37.00	37.37	37.74	38.12
		Monthly	5,195.23	5,247.93	5,300.62	5,353.31	5,407.65	5,460.35	5,516.33	5,570.67	5,626.66	5,682.65	5,740.28	5,796.27	5,855.55	5,913.18	5,972.46	6,031.74	6,092.67	6,153.59	6,214.52	6,277.09
Senior Solid Waste Operator	Non-Exempt	Hourly	27.86	28.14	28.42	28.71	28.99	29.28	29.58	29.87	30.17	30.47	30.78	31.09	31.40	31.71	32.03	32.35	32.67	33.00	33.33	33.66
		Monthly	4,587.61	4,633.72	4,679.83	4,727.58	4,773.69	4,821.44	4,870.84	4,918.59	4,967.99	5,017.39	5,068.44	5,119.49	5,170.53	5,221.58	5,274.27	5,326.97	5,379.66	5,434.00	5,488.34	5,542.68
Solid Waste Operator	Non-Exempt	Hourly	26.24	26.50	26.77	27.04	27.31	27.58	27.86	28.13	28.42	28.70	28.99	29.28	29.57	29.86	30.16	30.46	30.77	31.08	31.39	31.70
		Monthly	4,320.85	4,363.67	4,408.13	4,452.59	4,497.05	4,541.51	4,587.61	4,632.07	4,679.83	4,725.93	4,773.69	4,821.44	4,869.19	4,916.95	4,966.35	5,015.75	5,066.79	5,117.84	5,168.89	5,219.93

EXHIBIT A - SALARY SCHEDULE  
EFFECTIVE JULY 1, 2025

POSITION	STATUS	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
Maintenance Craftworker I	Non-Exempt	Hourly	25.59	25.85	26.11	26.37	26.63	26.90	27.17	27.44	27.71	27.99	28.27	28.55	28.84	29.13	29.42	29.71	30.01	30.31	30.61	30.92
		Monthly	4,213.82	4,256.63	4,299.45	4,342.26	4,385.07	4,429.53	4,473.99	4,518.45	4,562.91	4,609.02	4,655.13	4,701.23	4,748.99	4,796.74	4,844.49	4,892.25	4,941.65	4,991.05	5,040.45	5,091.49
Maintenance Craftworker II	Non-Exempt	Hourly	27.58	27.86	28.14	28.42	28.70	28.99	29.28	29.57	29.87	30.17	30.47	30.77	31.08	31.39	31.71	32.02	32.34	32.67	32.99	33.32
		Monthly	4,541.51	4,587.61	4,633.72	4,679.83	4,725.93	4,773.69	4,821.44	4,869.19	4,918.59	4,967.99	5,017.39	5,066.79	5,117.84	5,168.89	5,221.58	5,272.63	5,325.32	5,379.66	5,432.35	5,486.69
Mechanic	Non-Exempt	Hourly	29.29	29.58	29.88	30.18	30.48	30.78	31.09	31.40	31.72	32.03	32.35	32.68	33.00	33.33	33.67	34.00	34.34	34.69	35.03	35.38
		Monthly	4,823.09	4,870.84	4,920.24	4,969.64	5,019.04	5,068.44	5,119.49	5,170.53	5,223.23	5,274.27	5,326.97	5,381.31	5,434.00	5,488.34	5,544.33	5,598.67	5,654.65	5,712.29	5,768.27	5,825.91
Sanitation Maintenance Worker I	Non-Exempt	Hourly	23.17	23.40	23.64	23.87	24.11	24.35	24.59	24.84	25.08	25.34	25.59	25.85	26.11	26.37	26.63	26.89	27.17	27.44	27.71	27.99
		Monthly	3,815.33	3,853.20	3,892.72	3,930.59	3,970.11	4,009.63	4,049.15	4,090.32	4,129.84	4,172.65	4,213.82	4,256.63	4,299.45	4,342.26	4,385.07	4,427.89	4,473.99	4,518.45	4,562.91	4,609.02
Sanitation Maintenance Worker II	Non-Exempt	Hourly	25.85	26.11	26.37	26.64	26.90	27.17	27.44	27.72	27.99	28.27	28.56	28.84	29.13	29.42	29.72	30.01	30.31	30.62	30.92	31.23
		Monthly	4,256.63	4,299.45	4,342.26	4,386.72	4,429.53	4,473.99	4,518.45	4,564.56	4,609.02	4,655.13	4,702.88	4,748.99	4,796.74	4,844.49	4,893.89	4,941.65	4,991.05	5,042.09	5,091.49	5,142.54
Senior Mechanic	Non-Exempt	Hourly	32.51	32.84	33.17	33.50	33.83	34.17	34.51	34.86	35.21	35.56	35.92	36.27	36.64	37.00	37.37	37.75	38.13	38.51	38.89	39.28
		Monthly	5,353.31	5,407.65	5,461.99	5,516.33	5,570.67	5,626.66	5,682.65	5,740.28	5,797.91	5,855.55	5,914.83	5,972.46	6,033.39	6,092.67	6,153.59	6,216.17	6,278.74	6,341.31	6,403.89	6,468.11
Senior Solid Waste Operator	Non-Exempt	Hourly	28.70	28.99	29.28	29.57	29.87	30.16	30.47	30.77	31.08	31.39	31.70	32.02	32.34	32.66	32.99	33.32	33.65	33.99	34.33	34.67
		Monthly	4,725.93	4,773.69	4,821.44	4,869.19	4,918.59	4,966.35	5,017.39	5,066.79	5,117.84	5,168.89	5,219.93	5,272.63	5,325.32	5,378.01	5,432.35	5,486.69	5,541.03	5,597.02	5,653.01	5,708.99
Solid Waste Operator	Non-Exempt	Hourly	27.04	27.31	27.59	27.86	28.14	28.42	28.71	28.99	29.28	29.58	29.87	30.17	30.47	30.78	31.08	31.40	31.71	32.03	32.35	32.67
		Monthly	4,452.59	4,497.05	4,543.15	4,587.61	4,633.72	4,679.83	4,727.58	4,773.69	4,821.44	4,870.84	4,918.59	4,967.99	5,017.39	5,068.44	5,117.84	5,170.53	5,221.58	5,274.27	5,326.97	5,379.66

EXHIBIT A - SALARY SCHEDULE  
EFFECTIVE JULY 1, 2026

POSITION	STATUS	RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20
Maintenance Craftworker I	Non-Exempt	Hourly	26.37	26.64	26.90	27.17	27.45	27.72	28.00	28.28	28.56	28.85	29.13	29.43	29.72	30.02	30.32	30.62	30.93	31.24	31.55	31.86
		Monthly	4,342.26	4,386.72	4,429.53	4,473.99	4,520.10	4,564.56	4,610.67	4,656.77	4,702.88	4,750.63	4,796.74	4,846.14	4,893.89	4,943.29	4,992.69	5,042.09	5,093.14	5,144.19	5,195.23	5,246.28
Maintenance Craftworker II	Non-Exempt	Hourly	28.43	28.71	29.00	29.29	29.58	29.88	30.18	30.48	30.78	31.09	31.40	31.72	32.03	32.35	32.68	33.00	33.33	33.67	34.00	34.34
		Monthly	4,681.47	4,727.58	4,775.33	4,823.09	4,870.84	4,920.24	4,969.64	5,019.04	5,068.44	5,119.49	5,170.53	5,223.23	5,274.27	5,326.97	5,381.31	5,434.00	5,488.34	5,544.33	5,598.67	5,654.65
Mechanic	Non-Exempt	Hourly	30.18	30.48	30.78	31.09	31.40	31.72	32.03	32.35	32.68	33.00	33.33	33.67	34.00	34.34	34.69	35.03	35.38	35.74	36.10	36.46
		Monthly	4,969.64	5,019.04	5,068.44	5,119.49	5,170.53	5,223.23	5,274.27	5,326.97	5,381.31	5,434.00	5,488.34	5,544.33	5,598.67	5,654.65	5,712.29	5,768.27	5,825.91	5,885.19	5,944.47	6,003.75
Sanitation Maintenance Worker I	Non-Exempt	Hourly	23.88	24.12	24.36	24.60	24.85	25.10	25.35	25.60	25.86	26.12	26.38	26.64	26.91	27.18	27.45	27.72	28.00	28.28	28.56	28.85
		Monthly	3,932.24	3,971.76	4,011.28	4,050.80	4,091.97	4,133.13	4,174.30	4,215.47	4,258.28	4,301.09	4,343.91	4,386.72	4,431.18	4,475.64	4,520.10	4,564.56	4,610.67	4,656.77	4,702.88	4,750.63
Sanitation Maintenance Worker II	Non-Exempt	Hourly	26.64	26.90	27.17	27.44	27.72	27.99	28.27	28.56	28.84	29.13	29.42	29.72	30.01	30.31	30.62	30.92	31.23	31.54	31.86	32.18
		Monthly	4,386.72	4,429.53	4,473.99	4,518.45	4,564.56	4,609.02	4,655.13	4,702.88	4,748.99	4,796.74	4,844.49	4,893.89	4,941.65	4,991.05	5,042.09	5,091.49	5,142.54	5,193.59	5,246.28	5,298.97
Senior Mechanic	Non-Exempt	Hourly	33.50	33.84	34.18	34.52	34.86	35.21	35.57	35.92	36.28	36.64	37.01	37.38	37.75	38.13	38.51	38.90	39.29	39.68	40.08	40.48
		Monthly	5,516.33	5,572.32	5,628.31	5,684.29	5,740.28	5,797.91	5,857.19	5,914.83	5,974.11	6,033.39	6,094.31	6,155.24	6,216.17	6,278.74	6,341.31	6,405.53	6,469.75	6,533.97	6,599.84	6,665.71
Senior Solid Waste Operator	Non-Exempt	Hourly	29.58	29.88	30.18	30.48	30.78	31.09	31.40	31.71	32.03	32.35	32.68	33.00	33.33	33.67	34.00	34.34	34.69	35.03	35.38	35.74
		Monthly	4,870.84	4,920.24	4,969.64	5,019.04	5,068.44	5,119.49	5,170.53	5,221.58	5,274.27	5,326.97	5,381.31	5,434.00	5,488.34	5,544.33	5,598.67	5,654.65	5,712.29	5,768.27	5,825.91	5,885.19
Solid Waste Operator	Non-Exempt	Hourly	27.86	28.14	28.42	28.71	28.99	29.28	29.58	29.87	30.17	30.47	30.78	31.09	31.40	31.71	32.03	32.35	32.67	33.00	33.33	33.66
		Monthly	4,587.61	4,633.72	4,679.83	4,727.58	4,773.69	4,821.44	4,870.84	4,918.59	4,967.99	5,017.39	5,068.44	5,119.49	5,170.53	5,221.58	5,274.27	5,326.97	5,379.66	5,434.00	5,488.34	5,542.68