



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CLAREMONT POLICE  
MANAGEMENT ASSOCIATION**

**AND**

**THE CITY OF CLAREMONT**

**JULY 1, 2024 – JUNE 30, 2027**

**CLAREMONT POLICE MANAGEMENT ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2024 – June 30, 2027**

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**CITY OF CLAREMONT  
AND  
CLAREMONT POLICE MANAGEMENT ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2024 – June 30, 2027**

**ARTICLE I – PREAMBLE**

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

**ARTICLE II – RECOGNITION**

The following classifications shall be represented by the Association: Police Captain, Police Lieutenant, and Police Sergeant. A table containing these classifications and their associated salary step ranges can be found in Exhibit A.

**ARTICLE III – ASSOCIATION RIGHTS**

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee 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. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City, another employee, or any employee organization because of their exercise of these rights.

**ARTICLE IV – DUES DEDUCTION**

Each pay period, the Association shall provide the City with an authorized deduction report which includes bargaining unit members who have authorized the deduction of Association dues, and the deduction amounts for each member.

Two pay periods per month, the City shall deduct such dues from the bargaining unit members’ paychecks and remit those deductions to the Association within five (5) business days of each payday. Such deductions shall remain in full force and effect until and so long as the Association remains a formally recognized employee organization in the City.

The Association shall be solely responsible for the accuracy of its report as well as for any and all indemnification of bargaining unit members in the event of errors or disputes arising out of dues deductions pursuant to this Article.

In addition, the Association shall (1) hold the City, its elected officials, officers, employees, and agents harmless and (2) indemnify the City for any claims and costs, legal or otherwise, associated

with disputes or litigation from any and all claims, demands, suits, or other actions arising out of dues deductions pursuant to this Article.

## **ARTICLE V – MANAGEMENT RIGHTS**

The rights of the City include, but are not limited to: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine when work shall be contracted or transferred out of the unit; determine the appropriate 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. Such rights shall not abridge the right of an employee to file grievance on the implementation of said rights.

## **ARTICLE VI – NON-DISCRIMINATION**

Consistent with state and federal law, 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, membership status in bargaining unit or legitimate bargaining unit activities, against any employee or applicant for employment by any member of the CPMA, the City or by anyone employed by the City.

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 VII – SALARIES**

### **A. Negotiated Salary Increases (NSIs)**

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.

### **B. Performance Evaluations**

Any merit increase may be granted in one percent (1%) increments in accordance with the guidelines mutually agreed upon by the Association and the City. An employee whose overall work performance

is rated as “Meets Expectations” shall receive a merit increase of two percent (2%); an employee whose overall work performance is rated as “Exceeds Expectations” shall receive a merit increase of (6%); and an employee whose overall work performance is rated as “Excellent” shall receive a merit increase of eight percent (8%), provided that an employee’s salary shall not exceed the maximum of the specified salary range.

Employees shall continue to have the option of requesting that their performance evaluation be reviewed. Such reviews shall be in accordance with guidelines mutually agreed upon by the Association and the City.

When on probation, an employee shall be evaluated at least every six (6) months from the date of promotion. After twelve (12) months from the date of promotion, the employee shall be eligible for a merit increase if they have successfully completed the probationary period. This provision does not preclude more frequent evaluations.

### **ARTICLE VIII – EDUCATION/POST/MANAGEMENT CERTIFICATE INCENTIVE PAY**

CPMA members may qualify for one Incentive Pay premium in each category listed below. Effective July 1, 2024, the total “Incentive Pay” premium will be capped at \$1,000 per month.

- a. Education Incentive Pay (not stackable, one or the other only)
  - i. Bachelor’s Degree \$500 per month
  - ii. Master’s Degree \$700 per month
- b. POST Incentive Pay (not stackable, one or the other only)
  - i. Supervisory Certificate \$400 per month
  - ii. Management Certificate \$500 per month
- c. Advanced Management Incentive Pay
  - i. SLI \$700 per month

To qualify for Education Incentive Pay, CPMA members shall submit a Bachelor’s Degree or a Master’s Degree diploma from an accredited institution to the Human Resources Division. For payroll purposes, qualification for this benefit is based on the date the CPMA member submits a copy of their qualifying diploma to the Human Resources Division (i.e., CPMA members are not eligible for “back pay” or “retroactive pay” based on the date on their diplomas).

To qualify for the POST Incentive Pay, the CPMA member shall submit a Supervisory or Management certificate issued from the Commission on Peace Officer Standards and Training (POST) to the Human Resources Division. Qualifying for the POST Incentive Pay alone does not qualify the CPMA member to receive this benefit; the CPMA member only qualifies to receive this benefit upon issuance of the certificate by POST. For payroll purposes, the date stamped on the issued POST certificate will be considered the qualification date (i.e., CPMA members are not eligible for “back pay” or “retroactive pay” for POST certificates submitted).

To qualify for the Advanced Management Incentive Pay, CPMA members shall submit a completion certificate issued by the Sherman Block Supervisory Leadership Institute (SLI) to the Human Resources Division. For payroll purposes, qualification for this benefit is based on the date the CPMA member submits a copy of their qualifying certificate to the Human Resources Division (i.e., CPMA members are not eligible for “back pay” or “retroactive pay” based on the date on their certificates).

**ARTICLE IX – ON-CALL PAY**

All CPMA members who are required to keep themselves available for immediate court appearances at times they are not scheduled to be, or, are not on duty or any other type of on call or stand by, shall be paid an amount equal to two (2) hours of their regular rate of pay at straight time for each morning and each afternoon (a total of up to four (4) hours per day) they are required to be on such on call or stand by and that they keep themselves so available for such call out.

Any CPMA member assigned as the Detective Bureau Supervisor, who with the approval of their Supervisor, shall have the use of a City car for travel to and from work while on an on-call status. The Police Captain, because of their twenty-four (24) hour a day, seven (7) day a week on call status, will continue to have a City vehicle available for their use, including reasonable personal use.

**ARTICLE X – SHOOTING PAY**

All CPMA members shall be credited with three (3) hours overtime or actual hours worked, whichever is greater, for each occasion they are required to shoot during off duty hours, at a rate specified in Article XII – Overtime/Compensatory Time.

**ARTICLE XI – SPECIAL DUTY PAY**

CPMA members assigned to complete supervisory police functions at special duty events shall be paid at time and one-half (1.5) at the top step of the Corporal salary range, or time and one-half (1.5) at the Unit member’s regular rate of pay, whichever is greater, not to exceed the top step salary. Compensation shall commence at the time an employee reaches the place where they are directed to report and shall continue until the work is completed.

CPMA members shall have the option of signing up for non-supervisory special duty assignments when assignments are not filled by CPOA members. CPOA members are given priority for non-supervisory special duty assignments. Unit members shall only be paid at the top step of the Corporal salary range when signed up for non-supervisory special duty assignments.

**ARTICLE XII – OVERTIME/COMPENSATORY TIME**

It is the policy of the City of Claremont to avoid overtime work whenever possible. However, in cases of emergency 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 work performed by an employee at times other than normally required for their specific employment. No overtime shall be recorded or reported for less than fifteen (15) minutes of work. All overtime work, except for emergency conditions, must have the approval of the immediate Supervisor prior to the actual work performed. Failure to obtain such approval in advance will be justification for disapproval of any overtime compensation.



- A. CPMA members shall receive overtime at the rate of one and one-half (1.5) times their regular rate of pay for time worked over eighty (80) hours in a fourteen (14) day work period. In the event that alternative work schedules are abandoned in favor of a return to a five (5) day, eight (8) hour work schedule, then time and one-half (1.5) compensation shall be calculated for time worked over forty (40) hours in a seven (7) day work period.
- B. Hours worked shall include holiday leave, floating holiday leave, compensatory time, vacation leave, sick time, and workers' compensation time for injuries which occur during the pay period in which the overtime was accrued. Sick time shall only count as hours worked if the overtime is worked outside of the twenty-four (24) hour shift during which the sick time was used. All other leaves of absence, paid or unpaid, shall not be considered as hours worked.
- C. The Police Department uses a fourteen (14) day work period with an overtime threshold of eighty-six (86) hours pursuant to 29 USC §207(k) of the FLSA. The fourteen (14) day work period shall begin the first Monday in July, at 0001 hours and continue until the second Sunday in July at 2400 hours. This fourteen (14) day work period occurs regularly.
- D. When employees are called in to work from off duty status, including, but not limited to, emergency call out, training, required meetings, or any other activity in which attendance is mandatory, employees shall receive a minimum of three (3) hours of overtime.
- E. 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 pay. The request to earn compensatory time off must be submitted on the overtime authorization form to the Supervisor prior to working the overtime.
  - b. Employees may accrue compensatory time at one and one-half (1.5) times the actual hours worked over eighty (80) hours in the fourteen (14) day work period.
  - c. All paid or unpaid leaves, with the exception of holidays, floating holidays, compensatory time, workers' compensation, and vacation, shall not be considered as hours worked for the purpose of computing accrual of compensatory time, but shall be considered as time worked for purposes of accruing compensatory time at straight time.
  - d. The Department Head or their designee shall determine whether to approve compensatory time in lieu of payment for overtime based on the needs of the Department and the City.
  - e. Total accumulated compensatory time shall not exceed *one hundred and twenty (120)* hours. Employees who have accumulated *one hundred and twenty (120)* hours of compensatory time shall have overtime paid in cash until their accumulated compensatory hours fall below the *one hundred and twenty (120)* hour limit. Employees may elect to buy back up to eighty (80) hours of compensatory time per calendar year. Said buy-back shall occur the second (2<sup>nd</sup>) pay period in November of each year.

- f. Use of accrued compensatory time shall be granted at the discretion of the Department Head or their designee based on the needs of the Department and the City.
- g. Upon separation of employment, employees shall be compensated for any unused compensatory time.

## **ARTICLE XIII – RETIREMENT**

### **1. Safety (Sworn) PERS Plan Formula**

- A. Classic Member:** A classic member is defined as an employee who meets the definition of a “classic” member for purposes of retirement pension benefits in accordance with the Public Employees’ Pension Reform Act of 2013 (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 3% at 50 formula (First Tier). Classic member employees hired after March 19, 2012 shall receive the 3% at 55 formula (Second Tier).

- B. New Member:** A new member is defined as an employee who meets the definition of a “new” member for purposes of retirement pension benefits 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 2.7% at 55 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. The City's contract with PERS provides credit for unused sick leave.
- b. The City's contract with PERS provides the Third Level of 1959 Survivor Benefit.
- c. Classic Members: Employees shall contribute 9% toward the PERS employee share.
- d. New Members: Employees shall contribute 13% or 50% of the total normal cost (whichever is greater) toward the PERS employee share.

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

## **ARTICLE XIV – TUITION REIMBURSEMENT PROGRAM**

In accordance with City Administrative Policy No. 50-09 - Tuition Reimbursement Program, CPMA employees shall be eligible to receive up to fifteen hundred dollars (\$1,500) per fiscal year as reimbursement for tuition and/or related school expenses. See City Administrative Policy No. 50-09 for program provisions.

### **Eligibility**

All CPMA members shall be reimbursed if they secure prior written approval of the course from their Department Head and the City Manager and earn a grade of C or better (a grade of B or better for graduate courses).

Courses must be job related as determined by the City Manager.

### **Amount of Reimbursement**

1. All CPMA members shall be eligible to receive up to fifteen hundred dollars (\$1,500) per fiscal year as reimbursement for tuition and/or related school expenses (i.e. textbooks, health fees, application fees, unreimbursed mandatory school expenses related to offsite school projects, fieldtrips, transportation, parking fees, etc.).
2. No employee shall receive reimbursement for courses eligible for full or partial reimbursement from another funding source (e.g. Veteran's benefits or POST).
3. If an employee is terminated from the City within one (1) year after the completion of a reimbursed course for which the City has paid more than fifty dollars (\$50), the employee shall reimburse the City by an amount equal to one-twelfth (1/12) of the reimbursement amount times the number of months remaining in the year. Terminated employees shall be required to sign an authorization for the City to deduct from the last paycheck any amount due to the City.
4. If an employee is directed to take a course by the Department Head and the Department Head requests in writing the approval of the City Manager, the City Manager may approve that the full cost of tuition and fees be paid in advance by the City. The City may also pay transportation or mileage and the cost for books and other materials at the discretion of the City Manager.

### **Submitting Tuition Reimbursement Requests**

1. All requests for tuition reimbursement forms shall be completed by the employee and filed with the Department secretary.
2. The Department secretary shall see that the form has the necessary Department Head approval and shall submit the request to the Accounting Division.
3. The Accounting Division shall review the appropriate training account to determine whether sufficient funds are available and forward the form to the Assistant City Manager.

4. The Assistant City Manager shall approve or reject the request and return the form to the Accounting Division.
5. In the event that the Assistant City Manager approves the request for tuition reimbursement, the Accounting Division shall record this approval as an encumbrance against the appropriate training account, return one copy of the request for tuition reimbursement form to the employee making the request, and file one copy with the training account log.
6. Upon successful completion of the course, and within thirty (30) days of the issuance of the course grade, the employee shall complete a demand form and submit it, together with a copy of the original approved request for tuition reimbursement form, receipts, and proof of course grade, to the Accounting Division.

#### **ARTICLE XV – UNIFORM ALLOWANCE AND REIMBURSEMENT**

The City shall supply employees with needed and required uniforms, safety equipment, and any other equipment which is mandatory for a particular job assignment.

**Allowance:** All CPMA members assigned to a regular position requiring a police uniform shall receive fifteen dollars (\$15) per month, and all CPMA members assigned to a regular position requiring business attire other than a police uniform shall receive twenty dollars (\$20) per month, for each month of service in said assignment.

**Reimbursement:** CPMA members shall be eligible to receive reimbursement of up to eight hundred dollars (\$800) per fiscal year for uniform and equipment purchases. All purchases shall follow City and Police Department policy and reimbursement shall occur upon submittal of proof of purchase receipts. Eligible reimbursement includes but is not limited to ammunition, specialized training classes, weapon equipment, and approved duty weapon (one (1) time during an eight (8) year period).

#### **ARTICLE XVI – DEFERRED COMPENSATION PLAN/RETENTION INCENTIVE PROGRAM**

CPMA members 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.

Beginning with the third (3<sup>rd</sup>) year of service, the City will match up to one percent (1%) of the employee's base pay into their 457 deferred compensation account. This amount increases to two percent (2%) beginning with the employee's fifth (5<sup>th</sup>) year of service; three percent (3%) beginning with the employee's sixth (6<sup>th</sup>) year of service; four percent (4%) beginning with the employee's eighth (8<sup>th</sup>) year of service; and five percent (5%) beginning with the employee's tenth (10<sup>th</sup>) year of service. For employees hired before July 1, 2024, the employee's match may come from any amount left over from the City's contribution toward the Flexible Benefit Plan up to \$1,294, or the employee's salary, and shall not be taxable.

## **ARTICLE XVII – LONGEVITY PAY**

Beginning with the twentieth (20<sup>th</sup>) year as a full-time Police Department employee with the City of Claremont, an employee shall receive an additional five percent (5%) of their base rate of pay per month. Longevity pay shall be paid on a bi-weekly basis.

## **ARTICLE XVIII – MOTOR MAINTENANCE PAY**

In lieu of overtime otherwise compensable under the Fair Labor Standards Act (FLSA), Motor Officers shall continue to receive one (1) day off (ten (10) hours) per month for the purposes of maintaining their motorcycles. The day off shall be earned following a minimum of ten (10) worked shifts in a traffic assignment from the previous month and cannot be accrued.

## **ARTICLE XIX – FLEXIBLE BENEFIT PLAN**

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

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.

Employees who do not use the full amount of the Flexible Benefit shall receive the remaining amount as taxable income ("cash-in-lieu-of-benefits"). Effective July 1, 2024, the cash-in-lieu-of-benefits amount was capped at \$1,294 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.

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 ( $\$1,294 - \$130 = \$1,164$ ). Employee "A" would continue to cash out \$1,164 effective 7/1/24 as the "cash out cap" will remain at \$1,294 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 \$1,294 (i.e., if Employee A adds STD at an example cost of \$60, the new cash out value would be \$1,104).

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 \$1,400. 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 \$1,294 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 \$1,294 per month.

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 (other than coverage in the individual market, whether or not obtained through Covered California) and will not incur penalties under the ACA.

#### **ARTICLE XX – RETIREE MEDICAL INSURANCE**

The City shall continue to offer retirees the option to participate in group medical programs offered by the City. CPMA employees who retired before October 25, 2011, shall continue to be eligible for retiree group medical group at the retiree’s expense minus the City’s current retiree-only \$32.20 monthly contribution. CPMA employees who retire after October 25, 2011, may continue retiree group medical coverage at their own expense.

Premium expenses and level of coverage shall remain the same as for active employees, when applicable. Retirees eligible for Medicare have different premiums and coverage than non-Medicare eligible retirees and active employees.

#### **ARTICLE XXI – LIFE INSURANCE**

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

#### **ARTICLE XXII – LONG-TERM DISABILITY INSURANCE**

The City shall provide a long-term disability program, which provides after a sixty (60) day waiting period, 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 reaches age sixty-five (65), whichever occurs first.

#### **ARTICLE XXIII – WORKERS’ COMPENSATION**

Whenever an employee is placed off work due to an accepted workers’ compensation injury arising out of and in the course of their City employment, they shall receive compensation as provided under the State Worker’s Compensation Law. Such employee shall be placed upon leave of absence at

full pay and shall be paid by the City for so long as is required by Section 4850 and related Sections of the Labor Code. During the time the City is required to pay, and actually pays, the employee shall not be entitled to receive any temporary disability payments under the Workers' Compensation System, and the City shall be entitled to receive all payments which would otherwise be payable to such employee for such temporary disability or upon retirement.

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

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

## **ARTICLE XXIV – HOLIDAYS**

### **A. Holidays**

All CPMA members are entitled to the following holidays with pay, and such other days as may be designated by action of the City Manager or the City Council:

1. New Year's Day (January 1<sup>st</sup>)
2. Martin Luther King's Birthday (The third Monday in January)
3. President's Day (The third Monday in February)
4. Memorial Day (The last Monday in May)
5. Juneteenth (June 19<sup>th</sup>)
6. Independence Day (July 4<sup>th</sup>)
7. Labor Day (The first Monday in September)
8. Veteran's Day (November 11<sup>th</sup>)
9. Thanksgiving Day (Fluctuates - Thursday in November)
10. The Friday after Thanksgiving Day
11. Christmas Day (December 25<sup>th</sup>)

The specific days that City employees will observe the holiday may be determined by the City Council and/or the City Manager. The City Manager is empowered to determine whether the City shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning or holiday, as well as determine if Christmas Eve, and/or any other day shall be a holiday.

Employees shall receive holiday pay equal to the number of hours they are scheduled to work on a holiday or the number of hours actually worked on a holiday, whichever is greater. Those employees normally scheduled off on a holiday will receive holiday pay of eight (8) hours.

### **B. Floating Holiday Hours**

All CPMA members shall receive forty-three (43) floating holiday hours each calendar year, which shall be credited to the employee the first pay period in January.

All CPMA members may also accrue additional floating holiday hours during the calendar year in lieu of receiving holiday pay. Such hours shall be accrued at straight time.

Floating holiday may be used at any time subject to: 1) use in at least one (1) hour increments; and 2) one (1) week advance approval unless waived by the Department Head. In the case of emergency of unforeseen circumstance, the one (1) week notification requirement may be waived.

Employees may cash out up to forty (40) floating holiday hours each calendar year. These hours shall be compensable on the pay date closest to December 1 of calendar year.

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

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

#### **ARTICLE XXV – ADMINISTRATIVE LEAVE (POLICE CAPTAIN)**

The Police Captain is an exempt classification and shall receive eighty (80) hours of administrative leave per calendar year. Administrative leave shall be credited on the payroll closest to January 1 of the calendar year. Any administrative leave hours that are not taken during the calendar year will be forfeited at the end of each calendar year. Upon separation of employment, the Police Captain shall be compensated for any unused administrative leave hours.

The Police Captain may cash out up to 40 hours of unused administrative leave per calendar year, payable on the date closest to December 1 (or as soon thereafter). In order to receive the cash-out, the Police Captain must use a minimum of 40 hours of administrative leave during the calendar year.

#### **ARTICLE XXVI – 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.

## **Use**

An employee may use accrued sick leave, in a minimum increment of two hours, beginning on the 90th day after the first day of employment with the City, subject to the limits and request provisions contained within the policy. This 90-day waiting time is part of the Healthy Workplace Healthy Family Act of 2014 and is measured in calendar days. The waiting period will not affect continuing employees who have always had sick leave.

## **Administration**

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

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.

Up to five (5) days/shifts of additional sick leave that has been accumulated may be advanced to an employee upon recommendation of their Department Head and approval of the City Manager. If the employee does not return to work or terminates before repaying the advance, their pay for those days shall be deducted from their paycheck.

In order to be paid for time while absent from duty on sick leave, the employee must notify their immediate Supervisor at least two (2) hours prior to the time set for the beginning of their regular duties.

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

The Department Head may also choose the licensed physician to conduct a physical examination and such examination shall be conducted at the City's expense.

There shall be no mention on performance reviews or the financial penalization of employees for the legitimate use of sick leave that qualifies under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Family Sick Leave (Kincare Law) to care for sick family members, or Pregnancy Disability Leave.

### **Sick While on Approved Time-Off**

In the event an employee becomes ill during approved time off, such time shall be charged as sick leave if notice is given immediately to the employee's immediate Supervisor.

### **Sick Leave and Overtime**

Sick leave will be counted as time worked for overtime computation if the overtime is worked outside of the twenty-four (24) hours of the shift during which the sick time was used.

### **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. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90-day qualifying period to be able to use accrued sick leave.

### **Sick Leave Donation**

Employees may donate and/or receive donated sick leave. The sick leave donation program intends 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 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 for 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 before 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 of 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 their designee for approval.

## **ARTICLE XXVII – OTHER LEAVE**

### **A. Bereavement Leave**

The California Fair Employment and Housing Act (FEHA) creates a statutory right for eligible employees to take up to five (5) days of bereavement leave. In accordance with City Administrative Policy No. 30-32, employees may use up to 40 hours of sick for bereavement per occurrence 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 documentations from the employee for the need of such leave.

Separate from sick leave use for bereavement, eligible employees shall also receive three (3) days in-state bereavement leave per occurrence. Eligible employees shall receive an additional benefit of five (5) days 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.

### **B. Family School Partnership Leave**

In accordance with the Family School Partnership Act, an 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.

**C. 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.

**D. 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, the City will run each employee’s FMLA and CFRA leaves concurrently.

**E. 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 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.

#### **F. 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.

#### **G. 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.

#### **H. 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.

## I. **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 Healthy Workplace Healthy Family Act of 2014 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 Healthy Workplace Healthy Family Act of 2014 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.

**J. Jury Duty 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 report to work unless otherwise authorized by their supervisor.

**K. 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.

**L. 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.

**ARTICLE XXVIII – VACATION**

**A. Vacation Accrual**

1. Vacation leave accrual shall begin with the first (1<sup>st</sup>) pay period. Employees may take accrued vacation after the first six (6) months of employment.
2. During the first year of service, employees shall accrue 96 hours of vacation per year, monthly on a pro-rata basis (3.69 hours per pay period).
3. Beginning with the second year until completion of the thirteenth year of service, employees shall accrue 120 hours of vacation per year, monthly on a pro-rata basis (4.61 hours per pay period).
4. Beginning with the fourteenth year and every year of service thereafter, employees shall accrue 160 hours of vacation per year, monthly on a pro-rata basis (6.15 hours per pay period).
5. Employees may carry on the books maximum vacation hours of twice their accrual rate. For example, employees with up to 14 years of service may carry 240 vacation hours on the books. Employees with 14 or more years of service may carry 320 vacation hours on the books.
6. In the event one or more authorized holidays falls within an employee's vacation leave, such holiday shall not be charged as vacation.

7. In the event an employee becomes ill during their vacation period, such time shall not be charged as vacation leave if notice is given immediately to the employee's immediate Supervisor. Sick leave will only be granted for those days on which notice is given.
8. No person shall be permitted to work for compensation for the City in any capacity, except compensation for mandated court appearances, court on call, other authorized on call, or special duty assignments, during the time of their paid vacation leave from City service.
9. Employees may take vacation leave at any time during the year, contingent upon determination by their immediate Supervisor or Department Head that such absence will not adversely affect the Department.
10. Any employee separating from City service who has accrued vacation leave shall be entitled to pay in lieu of such vacation. When separation is caused by death of any employee, payment shall be made to the spouse or the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

#### **ARTICLE XXIX - LONGEVITY LEAVE**

Beginning with an employee's tenth (10<sup>th</sup>) year of service and every five (5) years thereafter (i.e. fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), twenty-fifth (25<sup>th</sup>), thirtieth (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. Longevity leave shall be used in the year in which it is earned.

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

#### **ARTICLE XXX – DISCIPLINARY PROCEDURE**

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

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

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



A permanent employee who receives an oral warning, written warning, written reprimand, or suspension of less than three (3) days, and the discipline was administered by the employee's immediate Supervisor, or a person of equal rank to the employee's immediate Supervisor, the employee may appeal such action in accordance with the Grievance Procedure contained in this Agreement (commencing with Article XXXI).

A permanent employee who receives an oral warning, written warning, written reprimand, or suspension of less than three (3) days, and the discipline was administered by a person other than the employee's Supervisor or a person of equal rank to the employee's immediate Supervisor, the employee may appeal such action in accordance with the Grievance Procedure contained in this Agreement (commencing with Article XXXI).

Disciplinary actions shall be removed from the employee's file five (5) years after the occurrence of the incident that resulted in the disciplinary action.

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

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

#### **ARTICLE XXXI – GRIEVANCE PROCEDURE**

This Article is intended to supersede the Grievance Procedure contained in the City's Personnel Rules and Regulations.

- A. "Grievance" is an allegation by an employee or an Officer of the Claremont Police Managers Association that the employee has been adversely affected by a violation of the specific provisions of this Agreement, of the specific provisions of the Claremont Police Policy Manual, or of the specific provisions of the Personnel Rules and Regulations. Actions to challenge or change the policies of the City as set forth in the Rules and Regulations or Administrative Regulations and Procedures, so long as these are consistent with the terms of the Agreement,

must be undertaken under separate legal processes. Other matters for which a specified method of review is provided by law are not within the scope of this procedure.

- B. Informal Grievance Procedure:** The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. The grievant shall discuss the resolution with their immediate Supervisor within ten (10) calendar days of the occurrence. The immediate Supervisor shall render an informal decision within ten (10) calendar days of the discussion regarding the grievance. If the grievant does not agree with the Supervisor's decision, or if no answer has been received within the specified time period, the grievant may continue the informal process through discussion of the grievance within the next ten (10) calendar days with their second (2<sup>nd</sup>) level Supervisor.

The second (2<sup>nd</sup>) level Supervisor shall render an informal decision within ten (10) calendar days of such discussion. If the grievant does not agree with the second (2<sup>nd</sup>) level Supervisor's decision, or if no answer has been received within the ten (10) day period, the grievant may proceed to the First Level of the Formal Grievance procedure.

**C. Formal Grievance Procedure:**

- a. **First Level - Supervisor Review:** The grievant shall present the formal grievance in writing to their Supervisor within ten (10) calendar days of completion of the informal process. The written grievance shall contain the following information:
1. Name of grievant and job title
  2. Department, Division, and assignment
  3. Clear and concise statement of the nature of the grievance including the circumstances and dates involved
  4. The specific provision(s) of the MOU, Police Policy Manual, or Personnel Rules alleged to have been violated
  5. Requested remedy
  6. Name of the grievant's representative, if any
  7. Date and signature of the grievant

The Supervisor shall render a decision and comments in writing and return them to the grievant within ten (10) calendar days after receiving the written grievance. If the grievant does not agree with their Supervisor's decision, or if no answer has been received within the specified time period, the grievant may proceed to the Second Level.

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

c. **Third Level - Advisory Arbitration:**

1. To activate Advisory Arbitration, the grievant must, within the time period specified above, present the grievance in writing to the Human Resources Manager for further processing.
2. The scope of Advisory Arbitration of grievances shall be limited to discharges, demotions, transfer of assignment, reduction in pay, or suspensions of three (3) days or more without pay. The grievant may waive the right to go to Advisory Arbitration and instead go directly to the Fourth Level (City Manager). All other grievances shall bypass the Third Level of the grievance procedure and advance to the Fourth Level.
3. The Human Resources Manager and the grievant shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service.
4. 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 above list by eliminating names until one name remains. The one remaining name shall be the arbitrator. All grievances reaching the arbitration level shall be numbered consecutively during the current fiscal year. The odd numbered grievances will give the grievant the first (1<sup>st</sup>) elimination. The even numbered grievances will give the City the first (1<sup>st</sup>) elimination.
5. 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.
6. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not question or entertain any grievance in which the grievant has not adhered to such time limits.
7. 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 Police Chief.
8. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Memorandum of Understanding, Police Policy Manual, and/or Personnel Rules and Regulations. The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement, or the written policies, rules, regulations, and procedures of the employer. Witnesses will be assured that their testimony will be kept confidential.

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

d. **Fourth Level - City Manager:**

1. If the grievance is submitted to the City Manager for review and settlement, the City Manager in non-arbitrable 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) days. Notwithstanding the above, upon the grievant's request, the matter shall be submitted to mediation prior to the City Manager's determination.
2. For all cases involving Advisory Arbitration recommendations, the City Manager shall review the entire matter within ten (10) days after receipt of the arbitrator's recommendations and render their decision.
3. In all cases, the decision of the City Manager shall be final.

**D. General Provisions**

- a. The grievant is entitled to representation of their choice at any point in the grievance procedure.
- b. Failure by the grievant to meet any of the specified timelines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified timelines shall entitle the grievant to appeal to the next level of review.
- c. 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.

Probationary employees not previously holding permanent status in a lower classification may file grievances under all grounds defined in Article XXIX, Section "A" above.

- d. Employees shall be assured freedom from reprisal for using the grievance procedures.

**ARTICLE XXXII – LAYOFF PROCEDURE**

This Article is intended to supersede the Layoff Procedure contained in the City's Personnel Rules and Regulations.

- A. The Personnel Officer may separate any employee or class of positions without prejudice, because of the financial or economic condition of the City, reduction of work, or abandonment of activities. The City shall give such employee(s) no less than thirty (30) calendar days written notice of separation and the reason thereof. The notice will be hand delivered or sent by registered mail. However, no permanent full-time employee shall be separated from a Department while emergency, seasonal, and/or probationary personnel are employed and serving in the same position(s) in the Department.
  
- B. In establishing the order of layoff of employees, the retention of those employees determined to be the most qualified is of concern and therefore, job performance will be considered. However, the principal criteria used in determining the order of layoff and bumping rights shall be seniority and time worked within a class within the City, provided the employee presently possesses the skills, abilities, and qualifications to perform the job. Effective with the ratification of this Agreement, seniority shall be determined first by date of promotion. If two employees were promoted on the same day, seniority shall be determined by date of hire. Furthermore, seniority shall govern unless the following criteria show that ability, merit, and record of the employees considered for layoff are not equal:
  - a. An employee's last four performance evaluations, if in existence
  - b. Any history of employee documented disciplinary actions
  - c. Attendance record - tardiness and unexcused absences
  - d. Safety record - vehicular and injury
  
- C. In the event a less senior employee in the position in the classification to be laid off has superior skills, abilities, qualifications, merit, and record as determined by the Personnel Officer in the above manner, the more senior employee shall be laid off.
  
- D. Length of classification seniority shall be counted as all periods of time served as a probationary and permanent employee within a classification. Leave of absences will not be considered when determining seniority.
  
- E. A laid off employee shall be entitled to bump to a position in the next lower rank. The laid off employee must be physically and mentally able to perform the duties of the lower rank. No employee shall be transferred or demoted to a position for which they do not possess the minimum qualifications.
  
- F. After the City has notified the affected employee of the position available, if any, the employee must notify the Personnel Officer in writing of their intent to exercise the bumping rights within ten (10) calendar days and the position and classification in the City to which they intend to bump, or the bumping rights shall be barred and waived to the employee. The employee with the least seniority in the class shall be bumped by the person who is laid off. The employee bumped shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump to a position in the next lower rank.
  
- G. An employee's appointment shall not be terminated as a result of a layoff before they have been made a reasonable offer of reassignment if such an offer is immediately possible or available. Determination of a reasonable offer of reassignment and its availability will be made by the Personnel Officer.

- H. The names of permanent employees who have been laid off due to a reduction in the work force shall be placed on an appropriate re-employment list according to date separated and shall be eligible for re-employment. The last employee laid off shall be the first employee on the list, with other employees listed in sequential order thereafter. Each employee on a re-employment list shall remain on that list for one (1) year, at which time the list expires unless extended by the Personnel Officer for a maximum of one (1) additional year.

The employee first listed shall also be first considered should a vacancy occur within that classification.

- I. Names of laid off employees on a re-employment list shall be removed under the following provisions:
  - a. If the employee is re-hired by the City in the same classification.
  - b. If the employee request such removal in writing.
  - c. If the employee fails to respond within ten (10) calendar days upon receipt of notice by the Personnel Officer to the last known address available.
  - d. If the employee refuses an appointment to a position of the same classification.
- J. An employee who fails to respond in writing within ten (10) calendar days, refuses recall, or fails to report on the prescribed date waives all further rights to recall and reinstatement as an employee.
- K. In determining the order of re-employment, the Personnel Officer shall consider the previous performance of those on the re-employment list in accordance with the criteria specified in Section B, a-d above. In the event a less senior employee in the position in the classification to be re-employed has superior skills, abilities, qualifications, merit and record, as determined by the Personnel Officer, the less senior employee shall be reemployed. A person appointed from a re-employment list must serve a new probationary period if a recall from such list occurs more than one (1) year after the effective date of the layoff. A new probationary period in such circumstances shall not be less than one (1) year.
- L. Any person re-employed shall successfully pass any required examinations including but not limited to a medical exam and drug and alcohol screen. Any person re-employed after a one (1) year period of lay-off shall also successfully pass a psychological evaluation.

### **ARTICLE XXXIII – WORK STOPPAGE**

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

Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members to do so. In the event of a strike, sympathy strike, work stoppage, slow down, or other interference with operations

of the City by Association members, the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.

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

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

#### **ARTICLE XXXIV – FULL UNDERSTANDING/EFFECT OF AGREEMENT**

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

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

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

#### **ARTICLE XXXV – BI-ANNUAL PHYSICAL**

Each employee may voluntarily submit to a bi-annual physical examination at the City's expense.

Any member electing to participate in their physical shall do so by use of the City's authorized health care practitioners.

#### **ARTICLE XXXVI – ALTERNATIVE WORK SCHEDULES**

- A. CPMA members whose assignments have included an alternative work schedule shall continue on such schedule during the term of this Agreement.
- B. So long as alternative schedules are in effect, the work period for the purposes of computing premium overtime shall be eighty (80) hours in a fourteen (14) day work period.
- C. If an employee is sent to a school that lasts more than three (3) days, that employee's schedule may revert to a traditional five (5) day, eight (8) hour schedule for that week.
- D. Any employee placed on light duty may be required to revert to a traditional five (5) day, eight (8) hour schedule.

- E. Holiday, vacation, and sick leave accruals shall continue at the current rates of accrual in accordance with Administrative Policies 30-31 (Vacation Accrual and Use-Longevity Leave) and 30-32 (Sick Leave), and with provisions set forth in this MOU. .
- F. Holiday, vacation, sick leave, and compensatory time used shall be deducted from accrued hours on an hour-for-hour basis. For example, in the event an employee on a three (3) day, twelve (12) hour shift is ill on a regularly scheduled workday, they shall have twelve (12) hours deducted from their sick leave accrual bank.
- G. Employees working administrative duty shall receive a thirty-minute (30) paid meal period per workday.

**ARTICLE XXXVII – BILINGUAL PAY**

The City of Claremont is committed to providing excellent customer service to its increasingly diverse Claremont residents, business owners, and visitors. In keeping with this commitment, the City shall provide bilingual pay to applicable employees in accordance with City Administrative Policy No. 20-35 - Bilingual Pay. Employees who successfully complete a proficiency exam shall receive one hundred dollars (\$100) per month bilingual pay for Spanish or other languages as may be designated by the City.

**ARTICLE XXXVIII – DUTY WEAPON PURCHASE**

Upon retirement by a sworn member, the sworn member is eligible to purchase at the depreciated fair market value their duty weapons. Additionally, anytime the Department firearms are replaced at the end of life for those duty weapons, the sworn member is eligible to purchase that retired duty weapon at the depreciated fair market value.

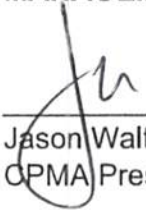
**ARTICLE XXXIX – SAVINGS CLAUSE**

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

[Signatures on the following page]



**FOR THE CLAREMONT POLICE  
MANAGEMENT ASSOCIATION:**

  
\_\_\_\_\_  
Jason Walters  
CPMA President

6/19/24  
Date

**FOR THE CITY OF CLAREMONT:**

  
\_\_\_\_\_  
Jamie Earl  
Assistant City Manager

6/20/24  
Date

  
\_\_\_\_\_  
Matthew Hamill  
CPMA Vice President

6/19/24  
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
Police Captain	Exempt	Hourly	82.94	83.77	84.61	85.45	86.31	87.17	88.04	88.92	89.81	90.71	91.62	92.53	93.46	94.39	95.34	96.29	97.25	98.22	99.21	100.20
		Monthly	14,376.27	14,520.13	14,665.73	14,811.33	14,960.40	15,109.47	15,260.27	15,412.80	15,567.07	15,723.07	15,880.80	16,038.53	16,199.73	16,360.93	16,525.60	16,690.27	16,856.67	17,024.80	17,196.40	17,368.00
Police Lieutenant	Non-Exempt	Hourly	71.41	72.13	72.85	73.58	74.31	75.06	75.81	76.56	77.33	78.10	78.88	79.67	80.47	81.27	82.09	82.91	83.74	84.57	85.42	86.27
		Monthly	12,377.73	12,502.53	12,627.33	12,753.87	12,880.40	13,010.40	13,140.40	13,270.40	13,403.87	13,537.33	13,672.53	13,809.47	13,948.13	14,086.80	14,228.93	14,371.07	14,514.93	14,658.80	14,806.13	14,953.47
Police Sergeant	Non-Exempt	Hourly	58.50	59.08	59.67	60.27	60.87	61.48	62.10	62.72	63.34	63.98	64.62	65.26	65.92	66.58	67.24	67.91	68.59	69.28	69.97	70.67
		Monthly	10,140.00	10,240.53	10,342.80	10,446.80	10,550.80	10,656.53	10,764.00	10,871.47	10,978.93	11,089.87	11,200.80	11,311.73	11,426.13	11,540.53	11,654.93	11,771.07	11,888.93	12,008.53	12,128.13	12,249.47

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
Police Captain	Exempt	Hourly	85.46	86.31	87.18	88.05	88.93	89.82	90.72	91.62	92.54	93.46	94.40	95.34	96.30	97.26	98.23	99.21	100.21	101.21	102.22	103.24
		Monthly	14,813.07	14,960.40	15,111.20	15,262.00	15,414.53	15,568.80	15,724.80	15,880.80	16,040.27	16,199.73	16,362.67	16,525.60	16,692.00	16,858.40	17,026.53	17,196.40	17,369.73	17,543.07	17,718.13	17,894.93
Police Lieutenant	Non-Exempt	Hourly	73.58	74.32	75.06	75.81	76.57	77.34	78.11	78.89	79.68	80.48	81.28	82.09	82.91	83.74	84.58	85.43	86.28	87.14	88.01	88.89
		Monthly	12,753.87	12,882.13	13,010.40	13,140.40	13,272.13	13,405.60	13,539.07	13,674.27	13,811.20	13,949.87	14,088.53	14,228.93	14,371.07	14,514.93	14,660.53	14,807.87	14,955.20	15,104.27	15,255.07	15,407.60
Police Sergeant	Non-Exempt	Hourly	60.27	60.88	61.49	62.10	62.72	63.35	63.98	64.62	65.27	65.92	66.58	67.25	67.92	68.60	69.28	69.98	70.68	71.38	72.10	72.82
		Monthly	10,446.80	10,552.53	10,658.27	10,764.00	10,871.47	10,980.67	11,089.87	11,200.80	11,313.47	11,426.13	11,540.53	11,656.67	11,772.80	11,890.67	12,008.53	12,129.87	12,251.20	12,372.53	12,497.33	12,622.13

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
Police Captain	Exempt	Hourly	88.05	88.93	89.82	90.72	91.63	92.55	93.47	94.41	95.35	96.30	97.27	98.24	99.22	100.21	101.22	102.23	103.25	104.28	105.33	106.38
		Monthly	15,262.00	15,414.53	15,568.80	15,724.80	15,882.53	16,042.00	16,201.47	16,364.40	16,527.33	16,692.00	16,860.13	17,028.27	17,198.13	17,369.73	17,544.80	17,719.87	17,896.67	18,075.20	18,257.20	18,439.20
Police Lieutenant	Non-Exempt	Hourly	75.82	76.58	77.34	78.11	78.90	79.68	80.48	81.29	82.10	82.92	83.75	84.59	85.43	86.29	87.15	88.02	88.90	89.79	90.69	91.60
		Monthly	13,142.13	13,273.87	13,405.60	13,539.07	13,676.00	13,811.20	13,949.87	14,090.27	14,230.67	14,372.80	14,516.67	14,662.27	14,807.87	14,956.93	15,106.00	15,256.80	15,409.33	15,563.60	15,719.60	15,877.33
Police Sergeant	Non-Exempt	Hourly	62.11	62.73	63.35	63.99	64.63	65.27	65.93	66.59	67.25	67.92	68.60	69.29	69.98	70.68	71.39	72.10	72.82	73.55	74.29	75.03
		Monthly	10,765.73	10,873.20	10,980.67	11,091.60	11,202.53	11,313.47	11,427.87	11,542.27	11,656.67	11,772.80	11,890.67	12,010.27	12,129.87	12,251.20	12,374.27	12,497.33	12,622.13	12,748.67	12,876.93	13,005.20