

MEMORANDUM OF UNDERSTANDING
CITY OF HEMET AND
HEMET POLICE OFFICERS ASSOCIATION, INC.

July 1, 2013 through June 30, 2016

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HEMET
AND
HEMET POLICE OFFICERS ASSOCIATION, INC.**

This Memorandum of Understanding (hereinafter "MOU") is entered into between the City of Hemet (hereinafter "City") and the Hemet Police Officers Association, Inc. (hereinafter "Association"), pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective for the period from July 1, 2013 through June 30, 2016; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 31, 2016 of its request to modify, amend or terminate this MOU or no later than March 31st of any year after 2016.

ARTICLE I - RECOGNITION

- 1.1 The City reaffirms its recognition of the Association, in conformance with Ordinance No. 682, as the exclusive representative of all Police Department employees within the classifications of:

Police Corporal
Police Officer
Police Investigator

The Association does not represent part-time employees.

- 1.2 Nothing in the above shall be construed as requiring an employee to join the recognized Association nor to maintain his or her membership in the recognized Association as a condition of employment.

ARTICLE II - MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the City retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

Determine its organization; direct the work of its employees; assign work not expressly covered by job description, determine the times and hours of operation; determine normal working hours and to schedule shifts accordingly; determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its municipal policies, goals and objectives, make technological improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the

efficiency of City operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with law; creating, maintaining and/or terminating the take home vehicle use program; and to take any action necessary to meet conditions of any emergency nature, provided that the Association shall be afforded the opportunity to meet and confer concerning the necessity of any such action if inconsistent with this MOU. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer and discipline employees.

- 2.2 The City Manager may lay off a unit member because of shortage of work, lack of funds, material change in duties or organization, or for other valid reasons.
- 2.3 The City has the exclusive right and authority to schedule work and/or overtime work as required in the manner most advantageous to the City.
- 2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with law.
- 2.5 This clause shall be interpreted and applied consistently with all other specific provisions of this MOU which deal with such management rights.

ARTICLE III - SALARIES

- 3.1 (a) Comparable cities will include the cities of Colton, Covina, Corona, Cathedral City, Carlsbad, Upland, Rialto, Palm Springs, Escondido, Redlands, Indio, and San Jacinto. Median will be computed on base salaries, and Hemet shall not be used in the calculation. In the event one or more cities should cease to operate their own Police Department, the parties will delete such city(ies) and substitute in its(their) place(s) the agency(ies) which assume(s) the provision of police services for the city(ies). A single agency may not take the place of multiple cities however, so if the replacement will result in duplication, that comparable will be deleted.
- (b) The salary of the Corporal classification shall be computed from the top step of the Police Officer salary as follows:
 - (i) During probation as Corporal, salary shall be five percent (5%) above the top step of the Police Officer salary.

- (ii) The Corporal's salary anniversary date shall be six (6) months from the first day of his/her change from the classification of Police Officer to the classification of Corporal.
 - (iii) The Corporal classification shall have a total of three steps with a five percent (5%) differential between each step.
- (c) The salary survey will be conducted not more than two weeks prior to the expiration of each contract year, or salary adjustment date.

The salaries used for comparison will be the "base" salary paid on the effective date. "Base" salary means the per month salary range, paid in steps based on merit increases, without consideration of any bonus payments, premium payments, certificate pay, other benefits payments, retirement contributions, longevity steps, or other. Longevity steps are any salary step increases above the standard salary range where such increase is based on length of service of more than one year at the lower step and satisfactory performance. For example, step 7 in the City of Escondido is currently a longevity step and would not be considered part of "base" salary and Cathedral City also has similar longevity steps that would not be considered.

Classifications used for Police Officer comparison shall be the full journey level classification in each city. This shall be the class that requires a P.O.S.T. Basic certificate as a minimum, has eligibility for regular merit increases, and is not considered as senior, or master patrol officer when such classification is based on length of service, possession of P.O.S.T. Intermediate or Advanced Certificates, education or other seniority-based criteria. In the City of Corona, comparison shall be made at the Police Officer II level.

Classifications used for Corporal comparison shall be the classification closest to Police Officer that has full time assignment that includes assisting a shift supervisor including shift field supervision, and has responsibility for shift supervision in the absence of the shift supervisor. This classification shall not be compared to Sergeant in other cities.

- 3.2 Police officer trainees shall receive a salary equal to 75% of the current Step A rate for police officers. This rate shall be applicable until a police officer trainee is moved to the classification of police officer, at which time, the police officer shall then receive 100% of the step A rate for police officers until advanced to the next step. The police officer's salary anniversary date shall be six months from the first day of his/her change from the classification of police officer trainee to the classification of police officer. Nothing in this section shall be deemed an amendment to existing personnel rules, including but not limited to Article 14 thereof.
- 3.3 Minimum Court Time Unit members shall be granted a minimum of two (2) hours credit (compensatory or paid) for a required court appearance during non-scheduled off-duty hours

where such appearance is related to City business. Beyond the two (2) hour minimum, unit members shall be given credit for the actual number of non-duty hours. In the event that a court appearance is required during scheduled duty hours (either before or after the shift), the employee shall be paid only for actual time spent in court.

- 3.4 Minimum Shoot Time Unit members required to qualify with firearms shall be granted a minimum of two (2) hours credit (compensatory or paid) for required time at the firing range. Beyond the two (2) hour minimum, unit members shall be given credit for the actual number of non-duty hours. In the event that shoot time is required during scheduled duty hours but extends into non-scheduled hours (either before or after the shift), the employee shall be paid only for actual time spent at the firing range.
- 3.5 Minimum Call Back Time An employee shall be granted a minimum of two (2) hours credit (compensatory or paid) for a required call back to duty during hours where such call back is related to City business. Any other call backs or work performed during the time covered by the two (2) hour minimum shall not entitle the employee to additional compensation. For example, if an employee is called back to work from 8:00 p.m. to 8:20 p.m. and again from 9:00 p.m. to 9:15 p.m., the employee would only be entitled to a single two (2) hour minimum call back because both call backs were completed within the two hours. Beyond the two (2) hours minimum, such an employee shall be paid at the overtime rate of pay. For purposes of this paragraph, "minimum call back time" will not apply to an employee held over at the end of his or her regular shift.
- 3.6 The City shall periodically audit and update job classifications, revising descriptions for those employees working out of classification. The Association shall be entitled to actively participate with its input in regard to matters pertaining to unit employees.
- 3.7 The City shall compensate commensurately those employees temporarily upgraded to fill supervisory positions. Training positions, of designated period and objective, are exempted from the above.
- 3.8 (a) Compensatory Time Employees are authorized to accumulate not more than eighty (80) hours of compensatory time in lieu of overtime compensation. Such compensatory time shall be earned at the rate of one and one-half hours for each hour of employment for which overtime compensation is required.
- (1) An employee who has requested the use of earned compensatory time shall be permitted to use such time within a reasonable time period after making the request if the use of the compensatory time does not unduly disrupt the operations of the department.
 - (2) An employee at any time may request compensation for any compensatory time earned. Such compensation shall be paid at the regular rate earned by the

employee at the time the employee receives such payment. Such compensation shall be included in the employee's regular bi-weekly payroll check.

(3) An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at the rate of compensation not less than (A) the average regular rate received by such employee during the last three (3) years of the employee's employment, or (B) the final regular rate received by such employee, whichever is higher.

(4) The City will not compel an employee to reduce his or her compensatory time bank through mandatory time off.

(b) Holiday Bank (Compensatory) Time In addition to the provisions of Section 3.8(a) employees may accumulate compensatory time in lieu of holiday pay, at the same rate at which such time would have been paid. Notice of the exercise of this option shall be given in the manner directed by City. Time accumulated pursuant to this subsection may be sold in increments of not less than 8 hours unless the balance of the employee's accumulated time is less than 8 hours, in which event the entire balance thereof may be sold. All such accumulated time shall be sold in the last pay period of each calendar year.

3.9 Overtime Time worked which exceeds an employee's scheduled shift, at the specific request of employee's duty watch commander, shall be compensated at a rate of one and one-half times the employee's hourly regular rate of pay.

Overtime compensation shall be payable to employees in cash or compensatory time off, at the election of the employee, provided that the election concerning compensatory time shall be consistent with Section 3.8.

For purposes of this section, shift trades shall not be deemed as overtime, provided that such shift trades are for the sole convenience of the employees.

3.10 K-9 Officer Compensation All assigned K-9 officers will receive additional compensation per pay period in an amount equal to seven (7) hours of overtime pay, calculated at the overtime rate described in MOU Section 3.9.

3.11 Longevity Pay All unit members with 15 years or more of service as a sworn peace officer shall be paid a stipend of \$100 per month.

3.12 Salary Increases

(a) Effective July 1, 2013, base salaries shall be increased by 4% from the final base salary during the 2012-2013 fiscal year.

- (b) Effective July 1, 2014, base salaries will be increased by 4% from base salaries during the 2013-14 fiscal year.
- (c) Effective July 1, 2015, base salaries will be increased by 4% from base salaries during the 2014-2015 fiscal year.

3.13 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments:

- (a) July 1, 2013 – June 30, 2014 Payment The City shall pay each full-time unit member, in employment on or after the effective date of this Agreement, a one-time, non-recurring and non-pensionable payment of one thousand and two hundred dollars (\$1,200.00). The City shall prorate the \$1,200 one-time payment for part-time unit members on the basis of the FTE. The payment shall be made to each employee in four (4) equal quarterly installments. Retroactive payments shall be paid within thirty (30) days of ratification. The salary schedule shall not be affected by this one-time payment.
- (b) July 1, 2014 – June 30, 2015 Payment The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of one thousand and two hundred dollars (\$1,200.00). The City shall prorate the \$1,200 one-time payment for part-time unit members on the basis of the FTE. The payment shall be made to each employee in four (4) equal quarterly installments. The salary schedule shall not be affected by this one-time payment.
- (c) July 1, 2015 – June 30, 2016 Payment The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of one thousand and two hundred dollars (\$1,200.00). The City shall prorate the \$1,200 one-time payment for part-time unit members on the basis of the FTE. The payment shall be made to each employee in four (4) equal quarterly installments. The salary schedule shall not be affected by this one-time payment.
- (d) Article 3.13 will sunset June 30, 2016.

3.14 Recruitment Bonus for New Hires A full-time unit member who is hired laterally, who has at least three (3) years of service as a sworn police officer, and who has not worked for the City for a period of at least eighteen (18) months, is eligible to receive a one-time signing bonus in the amount of five thousand (\$5,000) dollars. Payment is contingent upon the unit member's execution of a written service agreement agreeing to repay the bonus under specified terms (see sample Agreement in Appendix x*). A unit member who fails to complete the specified period of service shall be indebted to the City and shall repay the bonus on a pro-rata basis under established procedures set forth by 5 Code of Federal Regulations, Part 550, Subpart K. The amount to be repaid shall be determined by providing credit for each full month of employment under the service agreement. Repayment shall not be required for a unit member whose service is not completed as a result of an involuntary termination or separation on or before the employee's completion of three (3) years of service. The City Manager, may, waive repayment

if recovery is determined to not be in the City's best interests; such determinations must be in writing, with a copy sent to Human Resources.

3.15 Comparable Agencies No later than October 15, 2014, the parties will meet and confer over the appropriate list of comparable cities for the salary survey described in Article 3.1.

ARTICLE IV - BENEFITS

4.1 Health Insurance The City shall make available to all full-time employees and their dependents medical plans through commercial carriers offering at least one HMO and one PPO option. The City shall also make available a self-funded dental and vision plan.

- (a) City will contribute the sum of \$1,028.81 per month per employee in paid status toward the cost of health insurance. The City will contribute 100% of the cost per month per employee in paid status toward the cost of dental and vision plans for such employee and his/her dependants.
- (b) City is hereby authorized to make automatic payroll deductions for any employee contributions which may be required pursuant to this section. In the event any employee shall file a written objection to such automatic withholding, City shall not be obligated to provide any medical benefit for such employee.
- (c) In most situations, the effective date of health insurance coverage for new full-time employees and their eligible dependents will be the first day of the month following the date of hire.

4.1.1 Vision Benefit The vision benefits shall be as follows:

- (a) The maximum vision benefit per family per calendar year shall be four hundred fifty dollars (\$450.00).
- (b) No vision benefit shall be payable for replacement of existing lenses more than twice per year per individual.
- (c) No vision benefit shall be payable for replacement of frames more than once per year per individual.
- (d) No vision benefit shall be payable for lenses which are not prescription lenses.
- (e) The limitation on the tinting of prescription lenses is deleted.
- (f) The vision benefit may be used for laser eye surgery.

- 4.2 Certificate Incentive Program The City will pay \$100.00 monthly to those sworn personnel presently holding or hereafter obtaining a P.O.S.T. Intermediate Certificate or Bachelor's Degree.

The City will pay an additional \$100.00 monthly to those personnel presently holding or hereafter obtaining a P.O.S.T. Advanced Certificate or Master's Degree. The City will pay a maximum amount of \$200.00 monthly to those personnel holding both an Intermediate and Advanced Certificate or Bachelor's Degree and Master's Degree or a P.O.S.T. Intermediate Certificate and Bachelor's Degree.

- 4.3 Educational Reimbursement Full-time, permanent employees of the City who have passed original probation shall qualify for participation in the educational tuition reimbursement program. The program covers courses taken at accredited colleges, universities, correspondence courses, and other institutions. Reimbursement shall not exceed \$2,000.00 per calendar year.

Reimbursement will be subject to the following:

- (a) The course elected must be of benefit to the City and directly related to the employee's current duties or future employment with the City. Courses taken to satisfy an associate, bachelor's or master's degree requirement may be approved, provided that the degree goal is in the field of current employment of the employee or future employment with the City.
- (b) Each employee must attend on his/her own time and complete the course satisfactorily with a passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
- (c) The employee must obtain approval, in writing, from the Chief of Police or his/her designee, prior to enrolling in the course.
- (d) Such reimbursement shall include tuition, books, and parking fees used to complete course requirements on assigned projects, but shall not include travel time, mileage, and other miscellaneous costs.
- (e) Upon completion of the course, the employee shall attach the grade report along with receipts for covered items to his/her approved application for educational assistance and present it to the Chief of Police. The Chief of Police will forward the records of completion to the Human Resources Department.
- (f) The Human Resources Manager will authorize a tuition reimbursement upon certification of satisfactory completion.

- (g) Copies of courses completed and the grades attained will be maintained in the employee's personnel file and in the department's file.
- (h) Applications for reimbursement will be accepted no later than one month after the course grades have been distributed.
- (i) If an employee leaves the City service within one (1) year after completion of a course paid for by the City, the costs of such course will be deducted from the employee's last pay check. If the last pay check is insufficient to repay the costs, the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within a year of leaving City service. The City Manager may alter the above requirements in unusual circumstances.
- (j) Notwithstanding the foregoing reimbursement plan, an eligible employee may have eligible expenses advanced, provided the department establishes a program which insures the recovery of any advance which is not thereafter earned by satisfactory completion of a qualified course of study.

4.4 Uniform Allowance City shall contribute \$1,150 per year as a uniform allowance for all unit members required by the City to wear uniforms. The allowance will be paid in four equal quarterly payments. The first quarterly payment of \$287.50 will be paid on the first paycheck in April 2014 to cover January through March 2014. In the event a member leaves the employ of the City prior to the end of the year, any overpayment will be pro rated on a monthly basis and deducted from the member's final paycheck.

4.5 Long Term Disability The City will continue to pay, during the term of this Memorandum of Understanding, the entire premium for long term disability insurance, provided that the definition in any such policy may be defined to be substantially as follows:

"Your complete inability due to injury, disease, pregnancy, or mental disorder, to engage in any gainful occupation for which you are reasonably fitted by education, training or experience."

4.6 Retirement

- (a) For unit members hired before July 1, 2011, the City will provide a retirement plan with the California Public Employees Retirement System ("CalPERS"), and such plan shall be the three percent (3%) at fifty (50) CHP plan with military buy-back and the "highest year" amendment. Unit members under this plan shall pay the full employee share of the CalPERS contribution.

- (b) For unit members hired on or after July 1, 2011 and before January 1, 2013, the City will provide a retirement plan with CalPERS, and such plan shall be three percent (3%) at fifty-five (55). Unit members under this plan shall pay the full employee share of the CalPERS contribution.
- (c) For unit members hired on or after January 1, 2013, who are not CalPERS "Classic" employees and are not eligible for reciprocity, the City will provide a retirement plan with CalPERS, and such plan shall be two point seven percent (2.7%) at fifty-seven (57). Unit members under this plan shall pay at least 50% of the total normal cost.
- (d) Employee contribution toward employer share of contributions to the respective retirement plans:
 - (i) Effective July 1, 2013, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6(c), will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution.
 - (ii) Effective July 1, 2014, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6(c), will contribute an additional one percent (1%) of the employer share of the CalPERS contribution, for a total of two percent (2%) of the employer share of the CalPERS contribution.
 - (iii) Effective July 1, 2015, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6(c), will contribute an additional one percent (1%) of the employer share of the CalPERS contribution. By July 1, 2015, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6(c), will be contributing a total of three percent (3%) toward the employer share of the CalPERS contribution for a maximum total contribution of twelve percent (12%).
- (e) Effective January 1, 2013, the Public Employee's Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

4.7 Life Insurance City shall provide to each unit member a term life insurance policy not to exceed \$100,000, provided, cost to the City shall be limited to \$50,000 in coverage, the remainder to be borne by the employee or the Association as determined by the Association.

4.8 Non-Industrial Temporary Disability Leave Upon appropriate verification of non-industrial disability, an employee may be granted temporary disability leave. While on temporary disability leave, an employee must utilize his/her accumulated sick and/or vacation leave until it is

exhausted, or until benefits are payable from any City temporary disability policy covering such employee, whichever occurs first. An employee may, but is not required to, supplement his/her City temporary disability policy benefits, up to the amount of the difference between the temporary disability policy benefit and his/her normal pay, by using accumulated sick/vacation leave benefits. Temporary disability leave shall be considered to be leave without pay (whether an employee receives temporary disability policy benefits or not) except for those hours that are covered by the use of sick/vacation leave benefits. Neither sick leave nor vacation leave benefits will accrue while an employee is on leave without pay under this Section.

4.9 Sick Leave Distribution The City agrees to provide unit members with the following payoff provisions for accumulated sick leave upon the unit member's retirement or disability, or upon death of the unit member while employed by the City. In the case of death, accumulated sick leave benefits shall be paid to a beneficiary designated by the unit member:

- (a) Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with the City; payoff shall be prorated upon last five (5) years of service.
- (b) Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with the City; payoff shall be prorated upon last five (5) years of service.
- (c) Seventy-five percent (75%) of all accumulated sick leave after twenty (20) years of service with the City; payoff shall be prorated upon last five (5) years of service.

4.10 Special Assignment Compensation:

- (a) Field Training Officers Field Training Officers, while acting in such capacity, shall receive an additional 10% of their compensation for such duties.
- (b) Mandatory Standby Schedule Specified Police employees who as a result of their current assigned duties are required to standby for mandatory call back shall receive extra compensation in the sum of \$100 per month while assigned to those duties. The Chief of Police shall determine the number of employees and which specific duty assignments will be subject to mandatory standby. Additionally, overtime, when specifically authorized or requested by a supervisor will be paid at overtime rates as provided elsewhere herein.

4.11 Bilingual Compensation

For those employees certified by the department as bilingual in the Spanish language, the City shall pay additional compensation in the amount of fifty dollars (\$50) per month commencing on the first pay period following their certification. Additionally, when there are twelve (12) employees certified by the department as bilingual in the Spanish language, the City shall pay additional compensation in the amount of one-hundred dollars (\$100) per month commencing on the first pay period following the twelfth (12th) person's certification.

- 4.12 Workers' Compensation Follow-up Appointments Work schedules for injured employees who have returned to limited duty status will be arranged as much as practical to permit injured employees to keep physician appointments and any prescribed physical therapy. To the extent possible, follow-up appointments shall be scheduled at the convenience of the department and at a time that has the least impact upon departmental operations and upon the employee's assigned duty schedule.

ARTICLE V - LEAVES

5.1 Sick Leaves

- (a) Full-time unit members shall accrue sick leave at the rate of eight hours per month, beginning with the first day of employment. Unit members hired between the first and fifteenth day of the month shall be credited with one full day's sick leave for the month of hire; unit members hired between the sixteenth and the last day of the month shall begin to accrue sick leave on the first day of the following month.
- (b) Sick leave with pay shall be allowed by the City whenever a unit member's absence is due to the unit member's illness which prevented his/her attendance on the job and performance of duties on the day of absence.
- (c) Each unit member using sick leave must notify the duty watch commander at least two (2) hours prior to the time set for beginning his/her daily duties.
- (d) The City may require a doctor's certificate at any time as proof of illness, by a doctor of City's choice and at City's expense.
- (e) A sick leave request form shall be completed at the department level
- (f) A unit member absent on approved sick leave for less than one full working day shall have his/her accumulated sick leave reduced by the number of hours of such absence.

5.2 (a) Vacations Full-time unit members will accrue vacation leave in accordance with the following schedule:

- During the first three years of service, unit members shall accrue ninety-six (96) hours of vacation leave per year.
- After three (3) full years of service, unit members shall accrue one hundred twenty (120) hours of vacation leave per year.

- After six (6) full years of service, unit members shall accrue one hundred forty-four (144) hours of vacation leave per year.
 - After nine (9) full years of service, unit members shall accrue one hundred sixty (160) hours of vacation leave per year.
 - After twelve (12) full years of service, unit members shall accrue one hundred sixty-eight (168) hours of vacation leave per year.
 - Unit members hired between the first and fifteenth of the month shall be credited with eight (8) hours of vacation leave for the month of hire; unit members hired between the sixteenth and the last day of the month shall begin to accrue vacation leave on the first day of the following month.
- (b) Eligibility for Vacation Use Unit members shall be eligible to take vacation leave following twelve (12) months of full-time, continuous service with the City. Under extraordinary circumstances, the City may, at its discretion, permit a unit member to take vacation leave prior to the completion of twelve (12) months of full-time, continuous service with the City.
- (c) Maximum Accrual Unit members may carry over a maximum of one years' accumulated vacation leave to the succeeding calendar year. A unit member will cease accruing additional paid vacation leave once he/she has two years accrued vacation on his/her vacation balance. In the event a unit member is denied the use of his or her full accrual in any calendar year, the unit member's cap under this Article 5.2(c) shall be increased by the amount of vacation denied by the City. For purposes of this Article, in order to be deemed to have been denied the use of vacation, (i) the unit member must have offered multiple alternate dates for vacation, all of which were denied; and (ii) the amount of vacation denied shall be based on the entire year and not on any single instance in which a unit member's vacation request was denied.
- (d) Unit members may defer up to, but not more than, two years' accumulated annual vacation leave to the succeeding calendar year.
- (e) Holidays During Vacation Leave In the event that one or more holidays fall during a period when an employee is on vacation leave, such holiday(s) shall not be charged as vacation leave, and the leave shall be extended accordingly. The hour value for each holiday shall be equivalent to the employees' regularly scheduled work period, i.e. if the holiday falls on a regularly scheduled ten (10) hour work day, the employee's time off is ten (10) hours. If the holiday falls on a scheduled eight (8) hour work day, the holiday time is eight (8) hours.

- (f) Pay for Accumulated Vacation Leave Unit members who leave the employment of the City shall be paid for all accumulated vacation leave at his/her rate of compensation applicable at the time he/she leaves the employment of the City.
 - (g) Vacation Sale Unit members with more than two (2) years of service may sell unused vacation time in an amount not to exceed fifty percent (50%) of that earned in the preceding twelve (12) month period. The sum of the calculation shall be based on the employee's salary at the time of the sale.
 - (h) Break in Service For the purpose of vacation leave accrual, unit members with a break in service with the City of not more than one year shall be given credit for previous service.
- 5.3 Military Leave Military leave shall be granted in accordance with the applicable provisions of state law.
- 5.4 Jury Leave Any employee who is called or required to serve as a trial juror shall be entitled to a leave of absence during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances and for a maximum of two weeks duration, the employee shall be paid the difference between his/her salary and any payment received by him/her, except travel pay, for such jury duty. Any jury duty beyond two weeks shall be without pay.
- 5.5 Extended Leaves of Absence The City Manager may, upon written request of a permanent employee, grant a leave of absence without pay for a period not to exceed one (1) year. Failure on the part of the employee on leave to report to the City Manager promptly at the expiration of the leave, or within a reasonable time after notice by the City Manager to return to duty after such leave, shall be cause for discharge.
- 5.6 Serious Family Illness Leave Employees may use up to three (3) days of serious family illness leave in each calendar year. Serious family illness leave may be used when a member of the employee's immediate family has a sickness or disability that requires the immediate attention and care of the employee. Immediate family means the employee's father, mother, legal guardian, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren. Employees shall furnish, if required by the Chief of Police, satisfactory proof showing the nature and extent of the sickness or disability to justify the use of serious family illness leave. Serious family illness leave shall not accumulate from year to year. The hour value of a day in this section is equal to the number of hours an affected officer is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an officer's scheduled work day. Thus, if an officer took one hour during a given 24-hour period, he/she would be charged with the use of one day.
- 5.7 Bereavement Leave Employees may use up to three (3) days of bereavement leave in each calendar year, in cases where their absence is required due to a death in the employee's

immediate family. Immediate family shall be defined in the same way as it is for Serious Family Illness Leave, Section 5.6 above. Bereavement leave shall not accumulate from year to year. The hour value of a day in this section is equal to the number of hours an affected officer is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an officer's scheduled work day. Thus, if an officer took one hour during a given 24-hour period, he/she would be charged with the use of one day.

ARTICLE VI - HOLIDAYS

6.1 Unit members shall be granted the following holidays:

- (a) New Year's Day (January 1)
- (b) Washington's birthday (third Monday in February)
- (c) Memorial Day (last Monday in May)
- (d) Independence Day (July 4)
- (e) Labor Day (first Monday in September)
- (f) Admission Day (September 9)
- (g) Columbus Day (second Monday in October)
- (h) Veteran's Day (November 11)
- (i) Thanksgiving Day and the day after (fourth Thursday in November and the day after)
- (j) Christmas Day (December 25)

In the event the City implements a City-wide exchange of Admissions Day for Christmas Eve, the unit agrees to observe the exchange.

6.2 Procedure if Holiday Falls on Saturday or Sunday For those employees whose normal work week is Monday through Friday, when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

6.3 Procedure if Holiday Falls on Regular Day Off If a holiday occurs on a day which is the full-time employee's regular day off, he/she shall be entitled to holiday pay at the hour value that is equivalent to the employee's scheduled work period, i.e. for employees on a regularly scheduled ten (10) hour work day, the holiday pay shall be ten (10) hours. For employees on a regularly scheduled eight (8) hour work day, the holiday pay shall be eight (8) hours.

6.4 Employees Reporting Sick on Holidays Employees who report in as sick on a scheduled holiday shall be paid for the holiday, together with an appropriate amount of sick leave pay for the hours actually missed. A commensurate deduction of hours will be made from accumulated sick leave accrual.

- 6.5 Holiday Pay The hour value for each holiday shall be equivalent to the employees' regularly scheduled work period, i.e. if the holiday falls on a regularly scheduled ten (10) hour work day, the employee's time off is ten (10) hours. If the holiday falls on a scheduled eight (8) hour work day, the holiday time is eight (8) hours. Employees who work on a holiday shall either be paid the hour value the is the equivalent to the employee's scheduled work period or bank the hour value as Holiday Bank Time.

ARTICLE VII - PERSONNEL REDUCTION PROCEDURE

- 7.1 Seniority When the City orders a reduction in the work force, the layoff of unit members shall be based upon seniority within classification.
- 7.2 Seniority Date A unit member's seniority date shall be the first day he/she rendered service for the department in his/her classification. The seniority date of a returning unit member, more than one year after resignation or termination, shall be the first working day after the break in service, provided that no credit will be given for the time actually missed.
- 7.3 Probationary Employees Unit members on probationary status (new employees and promotional employees) shall be laid off before permanent employees in the same classification.
- 7.4 Ties in Seniority Unit members in the same classification with equal seniority shall be laid off based upon past performance ratings and relative ability as determined by the City.
- 7.5 Voluntary/Involuntary Reduction in Rank A unit member who is subject to layoff may, in lieu of layoff, choose to take a reduction to a lower classification, provided he/she gives written notice to his/her department head ten (10) calendar days after receiving notice of layoff. In order to exercise bumping rights, the unit member must have previously served in the lower classification prior to the seniority date of the unit member being displaced. Notwithstanding the foregoing, a unit member may not be involuntarily reduced to a classification of rank beyond the next lower classification or rank which he/she currently holds.
- 7.6 Notice The City shall give affected unit members written notice 14 days prior to the effective date of the layoff. Under emergency circumstances, the notice period may be shortened.
- 7.7 Reemployment Unit members laid off or taking voluntary reduction in service shall be reemployed in the inverse order of their layoff or reduction. Unit members laid off or taking a voluntary reduction in rank shall be maintained on the reemployment list until such unit member once refuses to accept reinstatement.

ARTICLE VIII - NONDISCRIMINATION

- 8.1 The provisions of this MOU shall apply to all persons covered by this MOU without discrimination on account of sex, age, race, color, national origin or creed; nor will there be

discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.

- 8.2 The Association has no restrictions on membership based on sex, age, color, race, national origin or creed.

ARTICLE IX - DISCIPLINE AND DISCHARGE
RULES AND REGULATIONS

- 9.1 The City shall have the right to issue reasonable employee rules and regulations not in conflict with the express terms of this Memorandum of Understanding, provided that such rules and regulations are:
- (a) Discussed with the Association prior to adoption;
 - (b) Submitted to the Association prior to adoption; and
 - (c) Posted in conspicuous places so that employees are advised and have notice of such rules and/or regulations prior to their implementation.
- 9.2 Probationary Period Notwithstanding the provisions of any other document pertaining to probationary periods, the probationary period for all unit members following initial appointment is one year from date of hire. The probationary period for a promotional appointment is one year from date of promotion. Should the employee fail to satisfactorily complete his/her probationary promotional period, he/she shall be returned to the classification and rate of pay previously held in the department. Police trainees who are promoted to police officer shall serve a one-year promotional probationary period. However, should such an employee not satisfactorily complete the promotional probationary period, he/she shall be terminated and shall not be returned to the classification of police trainee.
- 9.3 The City shall have the right to discipline and discharge regular employees for "just cause." The Chief of Police shall have the authority to administer discipline in severity up to and including thirty (30) days' suspension. More severe discipline (reduction in salary, demotion, and termination) shall be imposed by the City Manager upon a report and recommendation by the Chief of Police. Probationary employees (original probationary period) do not acquire property or vested rights to their position except as provided by law.
- 9.4 Procedural Due Process Regular employees have the right to procedural due process rights with respect to pre-disciplinary/discharge matters.

As a minimum, these pre-removal safeguards must include notice of the proposed action, the reasons therefor, and a copy of the charges and materials upon which the action is based and the right to respond either orally or in writing, to the authority initially imposing discipline.

- 9.5 Discipline Procedural Appeals Steps Discipline imposed by a supervisor of less rank than the Chief of Police may be appealed to the Chief of Police by providing written notice thereof to the Chief of Police within ten (10) working days from the date of the decision.

Decisions or discipline made or imposed by the Chief of Police may be appealed to the City Manager by providing written notice thereof to the City Manager within ten (10) working days from the date of the decision.

The decisions of the City Manager may be appealed in the manner prescribed in Section 10.12 of this agreement.

ARTICLE X - GRIEVANCE APPEALS PROCEDURE

- 10.1 Grievance A "grievance" shall mean a written allegation by an employee(s) or the Association concerning a dispute arising out of the interpretation or application of the specific terms of this Memorandum of Understanding and/or written employment policy, rules and regulations which affect terms and conditions of employment. An authorized Association representative may file a "grievance" on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
- 10.2 Complaint The parties acknowledge that employee complaints or problems of a nondisciplinary nature, not covered by the grievance procedure, and which have in the past been processed through the Police Department Complaint Procedure, may continue to be resolved through that procedure.
- 10.3 Representatives The employee or City may be represented during any step of this procedure by any person designated by such party to act in his/her behalf.
- 10.4 Procedural Due Process The grievance procedure contained herein shall not act as a substitute for procedural due process rights for individual employees, with respect to pre-disciplinary/discharge matters.
- 10.5 Days Reference to days regarding time periods in this procedure shall mean work days. A work day is defined as all week days not designated as holidays by state law.
- 10.6 Time Limitation and Waiver A grievance shall not be valid unless it is submitted to the City's designee, on the prescribed form, setting forth the facts and the specific provisions of the Memorandum of Understanding allegedly violated and the particular relief sought, within fifteen (15) days after the date the grievant knew or in the exercise of reasonable diligence should have

known of the event giving rise to the grievance occurred. Failure to file or process any grievance within the prescribed time limitation may constitute a bar of such grievance.

Failure by the City's representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal to the next level. The City's representative, prior to issuing a decision at Step 1 or Step 2, shall meet with the grievant and his/her representative, if any. Any issue or dispute concerning the procedures of this grievance procedure, including the timeliness of the filing or processing of a grievance, shall be subject to determination by the hearing officer.

- 10.7 Informal Conference Prior to filing a formal grievance, an employee should discuss his/her grievance with his/her immediate supervisor in an effort to adjust the alleged grievance informally.
- 10.8 Step 1 If the grievance is not resolved through the informal conference with the immediate supervisor, the employee must file a grievance with the watch commander or the Police Chief's designee within the time prescribed in paragraph 10.6. A written decision shall be given to the grievant within ten (10) days after receipt of the grievance.
- 10.9 Step 2 If the grievance is not resolved at Step 1, the grievant shall have ten (10) days after receipt of the Step 1 decision to file a written appeal to the division commander or the Police Chief's designee.

A written decision shall be given to the grievant within ten (10) days after receipt of the appeal. The grievant may request a meeting with the Police Chief prior to the issuance of this decision.
- 10.10 Step 3 In the event the grievance is not resolved in Step 2, the grievant may appeal within fifteen (15) days by filing written notice with the City Manager.
- 10.11 If, within the fifteen (15) day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed.
- 10.12 Except as provided hereinafter, the grievant may appeal the decision of the City Manager within fifteen (15) days of his/her decision by providing the City Manager with a written notice of such appeal. The appeal from the City Manager shall be conducted before a hearing officer mutually selected by the parties. Notwithstanding the foregoing provision, the decision of the City Manager shall be final in minor disciplinary matters which do not subject the grievant to time off or for unsatisfactory comments in performance evaluations wherein the overall performance evaluation is rated as satisfactory or better.

The City Manager shall request a panel of seven (7) arbitrators from the California State Conciliation Service within fifteen (15) days of receiving such a request. The arbitrator shall

be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

- 10.13 Conduct of Hearings All hearings shall be open to the public, provided, however, that the hearing officer shall, at the request of the employee, exclude the public from all or any portion of such hearings.

The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.

The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence.

Decisions made by the hearing officer shall not be invalidated by any informality in the proceedings.

The hearing officer shall not have the authority to add to, modify, or subtract from this Agreement or to take testimony from one party outside the presence of the other. The hearing officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in this Agreement or to take any action which would be in violation of Federal or State laws.

In disciplinary matters, the hearing officer may sustain or reject any or all of the charges filed against the employee. He/she may sustain, reject or modify the disciplinary action invoked against the employee. He/she may not provide for discipline more stringent than that invoked by the appointing authority.

The parties, through their respective counsel, shall, if deemed appropriate, adopt and implement Step 3, Hearing Rules, for Conduct of Hearing.

- 10.14 Hearing Officer's Decision The hearing officer shall render his/her decision as soon after the conclusion of the hearing as possible and in no event later than ten (10) working days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor. The hearing officer's written findings and conclusions which support his/her decision shall be filed with the City, the charged employee and his/her representative, the City Clerk and the City Manager. The decision of the hearing officer is final and binding and shall be implemented by the personnel officer, subject only to the appropriate legal recourse of the City or Association pursuant to CCP Section 1094.5. The cost of the hearing and the hearing officer's fees shall be borne equally by the parties.

ARTICLE XI - COMPLETION OF MEET AND CONFER

11.1 During the term of this Agreement, unless otherwise provided in the Memorandum of Understanding, the parties shall not meet and confer with respect to any subject or matter whether or not referred to in this Memorandum of Understanding, unless mutually agreed to otherwise.

11.2 Reopeners: During the term of this MOU, the City and Association will reopen this Memorandum of Understanding for the purposes of meeting and conferring on the following items:

- (a) Revision to the City's Personnel Rules
- (b) Health Benefits Committee – Formed to investigate cost savings measures with regard to the rising cost of health care. The Committee will explore such things as alternative health care providers, the performance of our health care broker, the possibility of co-pay and prescription cost adjustments and how those minor adjustments may affect the overall cost of health care insurance. Association agrees to participate in the Committee and consider minor adjustments to our health care plans. Any such adjustment shall not adversely affect the cost of health care to Association as an organization or to any individual Association member.
- (c) Discussion of Retiree "Tier One" – Discussion of outstanding issues relating to retiree medical for 'Tier One' employees, hired between 1990 to 1998.

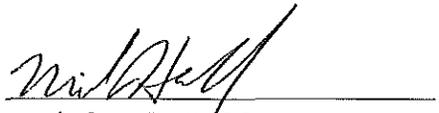
ARTICLE XII - SAVINGS CLAUSE

12.1 Should any provision of this Memorandum of Understanding, or any application thereof, be unlawful by virtue of any federal, state or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision. But in all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

Dated: Nov 27, 2013

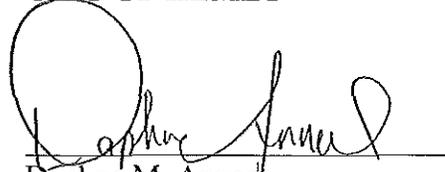
**HEMET POLICE OFFICERS
ASSOCIATION, INC.**


Robert W. Krause

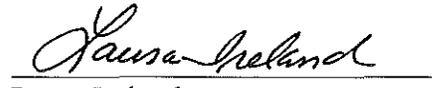

Michael Hall, Vice Pres. HPOA

Dated: December 2, 2013

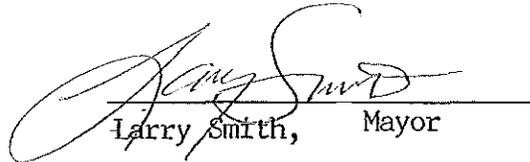
CITY OF HEMET


Daphne M. Annet

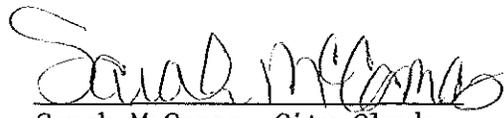

Rita Conrad


Laura Ireland

Dated: Dec. 10, 2013


Larry Smith, Mayor

ATTEST:


Sarah McComas, City Clerk

APPENDIX A

SERVICE AGREEMENT FOR RECRUITMENT BONUS

1. I AGREE that, by accepting this recruitment bonus in the amount of five thousand dollars (\$5,000), in order to be eligible for the full recruitment bonus, I must serve at least three (3) years for the City of Hemet from the effective date of this personnel action.
2. I AGREE to repay this recruitment bonus on a pro-rata basis, if I do not fulfill the terms of this service agreement, unless my employment is terminated involuntarily or a waiver is granted pursuant to the terms of Article 3.14, a copy of which has been provided to me. The amount to be repaid shall be determined by providing me with credit for each full of employment that I have served.

Employee:

Date: