

MEMORANDUM OF UNDERSTANDING

CITY OF HEMET AND

HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION

July 1, 2017 through June 30, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	2
ARTICLE 3 - AGENCY SHOP	3
ARTICLE 4 - SALARIES.....	7
ARTICLE 5 - BENEFITS	11
ARTICLE 6 - LEAVES.....	18
ARTICLE 7 - HOLIDAYS.....	22
ARTICLE 8 - PERSONNEL REDUCTION PROCEDURE	24
ARTICLE 9 - NONDISCRIMINATION	25
ARTICLE 10 - DISCIPLINE AND DISCHARGE RULES AND REGULATIONS	26
ARTICLE 11 - GRIEVANCE APPEALS PROCEDURE.....	27
ARTICLE 12 - COMPLETION OF MEET AND CONFER.....	31
ARTICLE 13 - SAVINGS CLAUSE	32

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HEMET
AND
HEMET NON-SWORN POLICE EMPLOYEES ASSOCIATION**

This Memorandum of Understanding (hereinafter "MOU") is entered into between the City of Hemet (hereinafter "City) and the Hemet Non-Sworn Police Employees Association (hereinafter "Association"), pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective for the period from July 1, 2017 through June 30, 2020 and thereafter shall continue in effect year by-year unless one of the parties notifies the other in writing no later than March 31, 2020 of its request to modify, amend or terminate this MOU, or no later than March 31st of any year after 2020.

ARTICLE 1 - RECOGNITION

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

- Police Cadet
- Crime Scene Technician
- Community Service Officer (CSO)
- Property/Evidence Technician
- Public Safety Dispatcher
- Public Safety Office Specialist (PSOS)
- Public Safety Operator
- Police Records Technician

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

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is understood and agreed that 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 related work not expressly covered by job description, determine the times and hours of operation; determine normal working hours and 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 budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with law; and to take any action necessary to meet conditions of an emergency nature, provided that the Association shall be afforded the opportunity to meet and confer concerning 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 or unit members because of shortage of work, lack of funds, material change in duties or organization, or for other valid reasons as determined by the City Manager. The City shall not be required to meet and confer with the Association over decisions to layoff unit members, the timing of such layoffs or the number of employees to be laid off. Layoffs shall be implemented in accordance with the terms of the City's Personnel Rules.

2.3 If the City decides to contract out work during the term of this MOU, such decisions shall be subject to the City's obligation to meet and confer over the decisions and/or the effects of such decisions.

2.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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.

ARTICLE 3 – AGENCY SHOP

3.1 Authority. City and Association mutually understand and agree that an agency shop was approved by a petition signed by a majority of the Association members. As a result, City and Association agree to an Agency Shop arrangement under Government Code Section 3502.5(b), which requires that, as a condition of continuing employment, employees in the affected bargaining unit must either, join the Association, pay to the Association a service fee in lieu thereof, or establish a religious exemption therefrom. Such service fee shall be established by the Association, and shall not exceed the standard initiation fee, periodic dues and general assessments of the Association.

3.2 Association Dues/Service Fees.

a. The Human Resources Department shall provide all current employees represented by the Association, and any employees hired into Association represented positions thereafter, with an authorization notice (“Authorization Notice”), in a form to be provided by the Association, advising the employees of the following information:

- (1) An agency shop arrangement for the Association has been enacted pursuant to state law; and,
- (2) All employees subject to the agency shop arrangement must either join the Association, pay a service fee to the Association, or claim a religious exemption from this requirement as provided by Paragraph 3.2(f). The Authorization Notice shall include a form for the employee’s signature authorizing a payroll deduction of Association dues, a service fee or a charitable contribution equal to the service fee. Said employees shall have thirty (30) calendar days from the date they receive the Authorization

Notice to fully execute the form and return it to the Human Resources Department.

- b. When the form authorizing the deduction of Association dues or the service fee is properly completed and returned during the thirty (30) day period, the City shall begin the applicable deduction of Association dues or the service fee no later than the beginning of the first pay period commencing after receipt of the authorization form by the Human Resources Department. If the authorization form is not completed properly and/or not returned within the thirty (30) day period, the City shall begin the deduction of the service fee no later than the beginning of the first pay period commencing after the expiration of the thirty (30) day period. If the authorization form is properly completed claiming the religious exemption and returned during the thirty (30) day period, the procedure provided in Paragraph 3.2(f)(2) shall be followed.
- c. No dues, fee, or contribution deduction shall be made during any pay period when an employee's earnings are insufficient, after all other deductions are made, to cover the full amount of the dues, fee, or contribution. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of a pay period, whose earnings, after deductions, are not sufficient to cover the full amount of the dues, fee, or contribution, no deduction shall be made in the pay period or from future earnings to cover the pay period.
- d. The Association shall advise the City, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the City, in writing, at least thirty (30) days prior to the effective date of such change.
- e. All deducted dues and service fees shall be remitted to the Association no later than fourteen (14) calendar days after deduction. The City shall also provide an itemized statement detailing each employee's name, amount of deduction, and category of deduction.

f. Religious Exemption.

- (1) Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall, upon presentation of active membership in such religion, body, or sect, not be required to financially support any public employee organization as a condition of employment. The employee may be required, in lieu of a service fee, to pay sums equal to the service fee to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds, designated in Section 3.2.f.3 of this Memorandum of Understanding between the City and the Association, or if the Memorandum of Understanding fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Association.
- (2) Written declarations of or applications for religious exemption and any supporting documentation may be submitted to the Human Resources Department and the Association. After receipt of such a request, the City shall begin a deduction of the charitable contribution no later than the beginning of the first pay period commencing after the receipt of the request by the Human Resources Department. The charitable deduction shall be held in escrow pending receipt of the Association's written determination on the request for a religious exemption. Upon approval of the religious exemption by the Association and upon identification of an appropriate charity by the employee, the City shall remit the escrowed amount to the designated charity and thereafter remit the charitable deductions to the designated charity. Upon denial of the religious exemption by the Association, the City shall convert the charitable contribution deduction to a service fee deduction and remit the escrowed

amount to the Association as service fees. Charitable contributions shall be made by regular payroll deductions only. Failure of the Association to provide the City with a written approval or disapproval of a request for religious exemption within thirty (30) calendar days of the City's receipt of the employee's request shall constitute an approval of the religious exemption.

- (3) The City and the Association have agreed to include the following list of designated non-religious, non-labor charitable funds for receipt of religious exemption deductions in the Memorandum of Understanding between the parties:

United Way

American Cancer Society

American Society for the Prevention of Cruelty of Animals

- g. Records. The Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City, and to the employees who are members of the organization, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. A copy of financial reports required under the Labor Management Disclosure Act of 1959 or Government Code section 3456.5 shall satisfy this requirement.
- h. Indemnification. The Association shall indemnify, defend, and hold the City harmless against any liability arising from any claims, demands, or other action relating to the City's compliance with the agency fee obligation.

ARTICLE 4 - SALARIES

4.1 Salary Increases.

- a. Effective July 1, 2017, one additional five percent (5%) merit-based step increase will be added to all classifications. Unit members at the top step 5 as of July 1, 2017, and who received a rating of “MEETS STANDARD”, “ABOVE STANDARD” or “OUTSTANDING” on their annual performance evaluation, will be elevated to step 6.
- b. Effective the first day of the first pay period beginning after July 1, 2018, the base salary of all unit members shall be increased by 2.5%.
- c. Effective the first day of the first pay period beginning after July 1, 2019, the base salary of all unit members shall be increased by 2.5%.

4.2 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 shall cease to operate their own Police Department, the parties will mutually agree to either delete such city(ies) or mutually agree on their replacement(s).

4.3 Emergency Medical Dispatching Certification Stipend for Public Safety Dispatchers. In recognition that all Hemet Public Safety Dispatchers will be required to successfully train for and obtain an Emergency Medical Dispatching certification, effective the first day of the first pay period beginning after July 1, 2017, Public Safety Dispatchers shall receive a monthly stipend equal to fifteen (15%) above their base salary.

4.4 Longevity. All unit members with fifteen (15) years of service shall be paid a stipend of \$100 per month, starting with the first pay period of the MOU.

4.5 Differential Pay for CSO Working Dispatch. CSO's assigned to the task of Public Safety Dispatcher will receive an additional five percent (5%) salary adjustment after eighteen (18) consecutive hours.

- 4.6 Minimum Court Time. Unit members shall be granted a minimum of two (2) hours credit (compensatory or paid) for a required court appearance during nonscheduled 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.
- 4.7 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. If the required call back extends beyond the two (2) hours minimum, such an employee shall be paid at the overtime rate of pay for the call back time that exceeds two (2) hours. 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 or called in early within two (2) hours before start of shift.
- 4.8 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 input, in matters pertaining to the Association's represented classifications.
- 4.9 Acting Pay. City shall compensate commensurately those employees temporarily upgraded to fill supervisory positions. Training positions, of designated period and objective, are exempted from the above except as set forth below.
- 4.10 Field Training Pay. Community Service Officers will receive an additional ten percent (10%) base salary increase while they are training other Unit members provided they have received written permission from their supervisor to conduct the training. After the entire training has ended, the ten percent (10%) increase to base salary will also end.

4.11 Compensatory Time. Employees are authorized, in accordance with the "Fair Labor Standards Amendments of 1985," 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 (1 1/2) hours for each hour of employment for which overtime compensation is required.

- a. In accordance with the aforementioned Fair Labor Standards. Amendments of 1985, an employee who has requested the use of earned compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the department.
- b. 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.
- c. An employee who has accumulated 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.

Holiday Bank Time. Employees may accumulate holiday bank 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. During the year, time accumulated pursuant to this subsection may be sold in increments of not less than eight (8) hours unless the balance of the employee's accumulated time is less than eight (8) hours, in which event the entire balance thereof may be sold. All accumulated holiday

bank time remaining at the end of the year shall be sold in the last pay period of each calendar year.

- 4.12 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 3.7.

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.

- 4.13 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 forty dollars (\$40) per month commencing on the first pay period following their certification.

- 4.14 Stand-by Pay. When a Crime Scene Technician is assigned to stand-by duty by the City, the employee shall receive one hundred and fifty (\$150.00) dollars per month while assigned to those duties. Additionally, overtime, when specifically authorized or requested by a supervisor, will be paid at overtime rates as provided in the MOU.

Stand-by duty requires the employee to: a) be reachable by telephone or other communication device; b) be able to respond to work at the City within twenty (20) minutes; c) refrain from activities which might impair his/her ability to perform assigned duties; and d) comply with other operational policies and directives as promulgated by management.

- 4.15 On-Call Pay. Full-time, permanent Public Safety Dispatchers shall be classified as "on-call" and shall be eligible to receive On-Call pay. On-call dispatchers shall be compensated one hundred and fifty (\$150) dollars per month.
- 4.16 The parties agree that during fiscal year 2019-2020, the City will engage a third party to conduct a classification and compensation study of the positions represented by the Association. The City, in its sole discretion, may also include additional positions that are not represented by the Association. The third party will also be tasked with identifying those agencies most comparable to Hemet to use during the classification and compensation study. The parties agree that agencies that have previously been designated as comparable will be considered, but there is no obligation to include an agency simply because it was previously used.

ARTICLE 5 - BENEFITS

- 5.1 Health Insurance. The City shall make available to all eligible employees and their dependents medical plans through commercial carriers offering at least one HMO and one POS option. The City shall also make available self-funded dental and vision plans.

The City will contribute the sum of \$ \$1,028.81 per month, per employee towards the cost of health insurance. This shall be referred to as the City's maximum liability for medical coverage. 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 dependents.

The "Maximum Benefit per family per Calendar Year" as set forth in the "Schedule of Vision Benefits" shall be four hundred and fifty dollars (\$450.00) per year.

In the event any of the plans contracted for and made available by the City to employees and their dependents as mentioned above should be terminated by the provider at no fault

of the City, City agrees to meet and confer with Association regarding the affected health insurance issue. City agrees to notify Association if it changes insurance broker.

5.2 Educational Reimbursement. Full-time, regular employees of City who have passed original probation shall qualify for participation in the educational reimbursement program. The program covers courses taken at accredited colleges, universities, correspondence courses, and other institutions. Reimbursement shall not exceed \$2,000 per calendar year.

Reimbursement will be subject to the following:

- a. The course elected must be of benefit to City and directly related to the employee's current duties or future employment with 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 his/her 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 Manager.

- f. The City 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 any employee leaves City service within one (1) year after completion of the course paid for by 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.

5.3 Uniform Allowance.

- a. Effective the first day of the first pay period following the City Council's approval of this agreement, the City shall contribute \$950 per year as a uniform allowance for public safety dispatchers, public safety operators, and public safety office specialists. The allowance will be paid in payments of \$36.54 per paycheck per pay period.
- b. Effective the first day of the first pay period following the City Council's approval of this agreement, the City shall contribute \$1,050 per year as a uniform allowance for community service officers, animal control officers, crime scene

technicians, and property/evidence technicians. The allowance will be paid in payments of \$40.38 per paycheck per pay period.

- c. Effective the first day of the first pay period following the City Council's approval of this agreement, the City shall contribute \$475 per year for police cadets. The allowance will be paid in payments of \$18.27 per paycheck per pay period.
- d. Uniform allowances shall be reported to CalPERS periodically when earned, on a per pay period basis, in accordance with the Public Employees' Retirement Law (PERL) and applicable regulations. These items are not reportable for new members under Public Employee's Pension Reform Act of 2013 (PEPRA), as defined by Government Code Section 7522.04(f).

5.4 Long Term Disability. 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."

5.5 Retirement Plans.

- a. The City will provide retirement plans with the California Public Employees Retirement System ("CalPERS") as follows:
 - (1) TIER I - For unit members hired prior to July 1, 2011, such plan shall be 2.7% at fifty-five (55) and the "single highest year" amendment, 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, and Military Service Credit.

(2) TIER II - For unit members hired from July 1, 2011 through December 31, 2012, or those hired thereafter who are CalPERS "Classic" members, such plan shall be 2.5% at fifty-five (55) and the "single highest year" amendment, 1959 Survivor Benefits, Level 4, Post-Retirement Survivor Allowance, and Military Service Credit.

(3) TIER III – For unit members hired on or after January 1, 2013, who are not CalPERS "Classic" employees and are not eligible for reciprocity, such plan shall be 2% at sixty-two (62) and the "highest consecutive three year average" amendment.

b. Purchase Military Service Credit. City shall continue its contract with CalPERS to allow employees to purchase, at their own expense, up to four (4) years of military service credit in accordance with applicable PERS law.

c. Employee Contributions. Association members in retirement Tiers I and II shall pay the full employee share of contribution (EPMC), but not to exceed eight percent (8%), to their respective retirement plans.

Association members in retirement Tier III shall pay at least fifty percent (50%) of the total normal cost, to their retirement plan.

d. Part-Time Retirement Benefits. Entitlement to the Public Employees Retirement System for part-time employees shall be determined in accordance with applicable State law.

Effective January 1, 2013, the Public Employees' 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.

5.6 Life Insurance. City shall provide each unit member with term life insurance in an amount of \$50,000. Any member may provide up to an additional \$50,000 in coverage at their own cost.

5.7 Workers' Compensation.

a. Except as provided hereinafter at subsection (b), Workers' Compensation benefits will be provided as required by applicable State law.

b. City will pay temporary industrial disability leave, for each industrial injury sustained by an employee in any calendar year, at the employee's full salary rate for a period not to exceed forty-five (45) calendar days commencing with the date of injury. Upon the expiration of the forty-five (45) calendar days following such injury, the subject injury or any cumulative injury which is attributable to such injury in whole or in part shall thereafter be ineligible for the benefits of this subparagraph.

c. No holiday, sick leave, or vacation benefits will accrue for an employee while on industrial leave, except during temporary disability leave which qualifies under subsection (b) or as may be otherwise required by law.

5.8 Non-Industrial Temporary Disability Leave. Upon appropriate verification of non-industrial disability, an employee may be granted temporary disability leave. The employee must utilize all accrued sick and/or vacation leave while on temporary disability leave, or until benefits are payable from any City temporary disability policy covering such employee, whichever occurs first. The employee may supplement from accrued sick/vacation leave benefits the difference between the temporary disability coverage and their normal pay. When all sick/vacation leave is exhausted, the employee

may be granted leave without pay. Neither sick leave nor vacation leave benefits will accrue while an employee is on temporary disability leave.

5.9 Sick Leave Distribution. 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 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 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 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 City; payoff shall be prorated upon last five (5) years of service.

5.10 Vacation Sell-Back. Unit members with more than two years' service may sell unused accumulated vacation leave in an amount not to exceed 50% of that earned in the preceding 12-month period. The value of the sold vacation shall be based on the employee's salary at the time of the sale.

5.11 Special Assignment Compensation:

- a. Dispatcher Training Duty. Dispatchers, while acting in the capacity of training dispatcher, shall receive an additional 10% of their base salary for such duties. This special assignment compensation shall only apply to training which occurs during a trainee's probationary period.

- b. Lead Dispatcher Duty. Dispatchers who have successfully completed the Communications Training Officer (CTO) course and are assigned as “Lead Dispatchers” will become eligible to receive an additional five percent (5%) of their base salary for hours worked while assigned as “Lead Dispatcher”. The Lead Dispatcher is considered an alternate assignment and will be selected and assigned as detailed in HPD Policy #1028 – Request for Change of Assignment.
- 5.12 Part-Time Regular Employee Benefit Plan. Regular part-time employees are entitled to step increases, salary adjustments for their classification, and other benefits as specifically so designated herein, based upon a prorated share in which the employee's average work week bears to a 40-hour work week. On benefits which require a monetary contribution by City, the employee may elect to receive such benefit by payment to City of his/her portion of the prorated share. Part-time employees shall further be evaluated by their supervisors in the same manner in which regular, full-time employees are evaluated.
- 5.13 Vision Benefit. The maximum vision benefit per family per calendar year shall be increased to four hundred fifty dollars (\$450.00).

ARTICLE 6 - LEAVES

- 6.1 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 eight hours 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 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. 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 shall have his/her accumulated sick leave reduced by the number of hours of such absence.
- g. Part-time regular employees shall accrue sick leave at the rate of four hours per month.

6.2 Vacations. Full-time unit members shall accumulate 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.

- a. 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
- b. Vacation Leave Carryover/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.
- c. 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. Employees assigned to schedules other than the 5/8, will be charged with eight (8) hours of holiday time, with the remainder charged to vacation leave.
- d. 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.

- e. 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.
 - f. Part-time regular employees shall accrue vacation leave at one-half the rate established by the schedule above.
- 6.3 Military Leave. Military leave shall be granted in accordance with the applicable provisions of state law.
- 6.4 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, the employee shall be paid the difference between his full salary and any payment received by him, except travel pay, for such duty, for a period not to exceed 10 working days, provided, in cases wherein the court originally estimated the length of the trial would not exceed ten (10) working days, City will continue the benefits of this paragraph for all time in the case which exceeds the stated ten (10) working days.
- 6.5 Extended Leaves of Absence. City Manager may, upon written request of a regular 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.
- 6.6 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, step-father, mother, step-mother, legal guardian, brother, sister, spouse, child, stepchild, mother-in-law, father-in-law, grandmother, grandfather, or grandchild. 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 employee is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an employee's scheduled work day. Thus, if an employee took one hour during a given 24-hour period, he/she would be charged with the use of one day.

- 6.7 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 6.6 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 employee is absent from his/her regularly-scheduled shift in a 24-hour period. A day will commence with the beginning of an employee's scheduled work day. Thus, if an employee took one hour during a given 24-hour period, he/she would be charged with the use of one day.

The employee shall be entitled to use accrued leave for an additional two (2) days, which shall be charged against accrued leave. If an employee does not have any accrued and unused leave, he/she may request a leave of absence for those days in which the employee does not have sufficient accrued leave pursuant to the Personnel Rules, Article 21.5.

ARTICLE 7 - HOLIDAYS

7.1 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. Columbus Day (second Monday in October)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day and the day after (fourth Thursday in November and the day after)
- i. Christmas Day (December 25)
- j. Floating Holiday

Each full-time employee will receive eight (8) hours of floating holiday per calendar year. The floating holiday will be used during the calendar year. Floating holiday may not be carried over to the next year. Request for use of a floating holiday must meet the current requirements for requesting the use of vacation leave. The floating holiday can only be used as an eight (8) hour block of time.

7.2 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.

- 7.3 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 workday, the holiday pay shall be ten (10) hours. For employees on a regularly scheduled eight (8) hour workday, the holiday pay shall be eight (8) hours.
- 7.4 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.
- 7.5 Holiday Pay. Employees who work on a holiday shall either be paid eight hours of holiday pay or receive eight hours of Holiday Bank Time.

ARTICLE 8 - PERSONNEL REDUCTION PROCEDURE

- 8.1 Seniority. When City orders a reduction in the work force, the layoff of unit members shall be based upon seniority within classification.
- 8.2 Seniority Date. A unit member's seniority date shall be the first day he rendered service for the department in his 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.
- 8.3 Probationary Employees. Unit members on probationary status (new employees and promotional employees) shall be laid off before regular employees in the same classification.

- 8.4 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 City.
- 8.5 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 gives written notice to his 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 currently holds.
- 8.6 Notice. 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.
- 8.7 Separation Pay. Upon severance, a laid off employee will receive two weeks' separation pay.
- 8.8 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 9 - NONDISCRIMINATION

- 9.1 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.

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

ARTICLE 10 - DISCIPLINE AND DISCHARGE RULES AND REGULATIONS

- 10.1 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.
- 10.2 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 probationary promotional period, he shall be returned to the classification and rate of pay previously held in the department.
- 10.3 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.

10.4 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 therefore, 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.

10.5 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 11.12 of this Agreement.

ARTICLE 11 - GRIEVANCE APPEALS PROCEDURE

11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 Time Limitation and Waiver. A grievance shall not be valid unless it is submitted to 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. Failure to file or process any grievance within the prescribed time limitation may constitute a bar of such grievance.

Failure by 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. 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.

11.7 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.

11.8 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 Chiefs 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.

11.9 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 Chiefs 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.

11.10 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.

11.11 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.

11.12 Except as provided herein, 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 Mediation and 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.

- 11.13 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 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.

- 11.14 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) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The hearing officer's written findings and conclusions which support his/her decision shall be filed with 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 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 12 - COMPLETION OF MEET AND CONFER

- 12.1 It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.
- 12.2 Except as specifically provided in this MOU (e.g. Article 2.3), the parties agree that neither the City nor the Association shall be required to meet and confer on any subject during the term of this Agreement.

12.3 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

12.4 The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provision.

12.5 Reopeners.

During the term of this Memorandum of Understanding, the City and Employees will reopen this Memorandum of Understanding for the purposes of meeting and conferring to completion during the term on the following items:

- a. Workplace schedules
- b. Revision of the list of comparable cities
- c. Contracting out
- d. Matron Duty Pay in the second year of contract (the parties expressly waive any right to bargain to impasse, demand fact finding or unilateral imposition).
- e. Revision of the City's Personnel Rules

ARTICLE 13 - SAVINGS CLAUSE

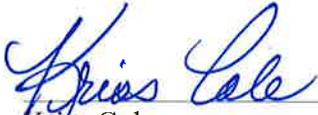
13.1 Should any provision of this Memorandum of Understanding, or any application thereof, be unlawful by virtue of any federal, state or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by such law, regulation or court decision.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

Dated: 8/31/17

**HEMET NON-SWORN POLICE
EMPLOYEES ASSOCIATION**



Colleen Diaz
President



Kriss Cole
Vice President



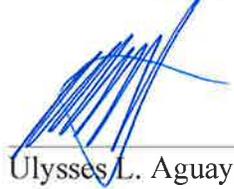
Adrian ~~Hirsch~~ Hormel
Treasurer



Angela Weigle
Secretary

Dated: 8/31/17

CITY OF HEMET



Ulysses L. Aguayo
Chief Negotiator

8/29/17



Laura Flores
Human Resources Manager



Linda Krupa
Mayor

Date: 8/31/17

ATTEST:



Sarah McComas
City Clerk