

**Side Letter of Agreement
Between the City of Hemet
and the Hemet Mid-Managers Association (HMMA)**

This agreement is entered into between the City of Hemet (City) and the Hemet Mid-Managers Association (HMMA) pursuant to the provisions of the Meyers-Millas-Brown Act (MMBA).

Pursuant to the MMBA, the City and HMMA have met and conferred and agreed to add the position of Media and Intelligence Analyst to the classifications represented by the HMMA, under the Professional, Administrative & Supervisory Employees unit. This position is exempt, and therefore not entitled to overtime.

APPROVALS

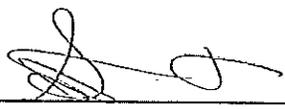
City of Hemet



Alexander P. Meyerhoff, City Manager

03.01.16
Date

Hemet Mid-Managers Association



Steve Wolny, HMMA President

022916
Date

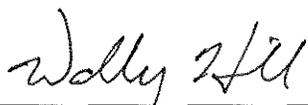
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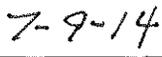
Pursuant to the MMBA, the City and HMMA have met and conferred and agreed to add the position of Facilities Maintenance Manager to the classifications represented by the HMMA, under the Hemet Mid-Managers Association unit. This position is exempt, and therefore not entitled to overtime.

APPROVALS

City of Hemet

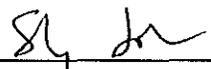


Wally Hill, City Manager

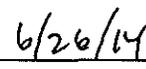


Date

Hemet Mid-Managers Association



Shirley Johnson, HMMA President



Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HEMET AND
THE HEMET MID-MANAGERS ASSOCIATION (“HMMA”)**

This Memorandum of Understanding (hereinafter “MOU”) is entered into between the City of Hemet (“City”) and the Hemet Professional, Administrative & Supervisory employees bargaining unit and Hemet Mid-Manager’s Association (together hereinafter known as “HMMA” or “Association”), pursuant to the provisions of the Meyers-Millias-Brown Act. This MOU shall be effective upon adoption by the City Council, through June 30, 2015; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 15, 2015 (or no later than March 15 of any year after 2015) of the request to modify, amend or terminate this Agreement.

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ARTICLE I - RECOGNITION

1.1 The City recognizes the Association as the bargaining agent for the following classifications:

Professional, Administrative & Supervisory Employees Unit

Administrative Assistant*
Associate Planner
Customer Service and Billing Supervisor
Emergency Services Coordinator
Equipment Maintenance Supervisor
Executive Analyst (not in the City Manager’s Office)

Assistant (not in the City Manager's Office)*
Information Technology Specialist I*
Information Technology Specialist II*
IT Operation and Network Systems Supervisor
Librarian
Management Assistant
Multimedia & Website Administrator*
Office Specialist/Confidential*
Parks Maintenance Supervisor
Procurement Administrator
Senior Code Enforcement Officer
Senior Librarian
Streets Supervisor
Water/Wastewater Supervisor

The MOU will also recognize any new classifications that may result from a reclassification of the two remaining Management Assistant positions.

Hemet Mid-Managers Association

Building Official
Code Compliance Manager
Environmental Services Manager
Housing/Code Enforcement Manager
Principal Engineer
Principal Planner
Refuse Superintendent
Special Projects Manager
Water/Wastewater Superintendent

NOTE: Employees with an asterisk (*) are not exempt from overtime regulations and are entitled to overtime.

ARTICLE II - 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 such emergency action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

2.2 The City Manager may layoff 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. In accordance with state law, the City shall not be required to meet and confer with the Association over decisions to layoff unit members. However, the City shall be required to meet and confer over the effects of any proposed layoffs to the extent required by state law. The Association shall meet and confer with the City regarding the effects of any proposed layoffs within fourteen (14) days of receipt of written notice from the City.

2.3 If the City decides to contract out work during the term of this MOU, the City shall, to the extent required by State law, meet and confer with the Association regarding that decision (or the effects of that decision). If meet and confer sessions are needed, both parties agree to be reasonably available for such meetings in a timely manner.

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 III - ASSOCIATION RIGHTS

3.1 New Employees. The City agrees to furnish each new employee in the bargaining unit with a copy of the MOU at the commencement of his /her employment. The City will notify the Association, within fourteen (14) days of a new employee's hire date, of the new employee's name, home, address, and the department/section to which the employee is assigned

3.2 Visits by Association Representatives. Accredited representatives of the Association will be granted reasonable access to City facilities and employees for purposes of investigation of grievances and official Association business, provided Association representatives shall provide twenty-four (24) hours advance notice to the supervisor in charge of the work area that is being visited. Such visits shall not interfere with normal operation of the department. In case of an emergency, the twenty-four (24) hour advance notice will not be required, provided the Association representative provides advance notice to the supervisor in charge as soon as reasonably possible.

3.3 Contract Negotiations. The negotiating team for the Association, to be comprised of no more than five (5) employees, not more than two (2) from any division, shall be permitted to attend negotiating sessions during work hours with pay. There

shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

3.4 Maintenance of Membership.

a. Members who, on the 15th day following the signing of this MOU, are members of Association in good standing and shall maintain their membership in Association for the duration of this MOU.

b. Any dispute as to dues deduction under this Article shall be between unit members and Association. Association shall defend and hold the City harmless against any and all claims by unit members, including all legal fees and other expenses arising from dues deductions under this Article.

3.5 Time Off for Association Board Members. Current Association Board Members will each be given a maximum of two (2) paid hours per month for Association business.

ARTICLE IV - AGENCY SHOP

4.1 Authority. City and Association mutually understand and agree that an agency shop election was held and approved by the general membership of the Association. 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.

4.2 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 4.2(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 4.2(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 4.2.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 Union. 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 Union'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 V - SALARIES

5.1 Salary Increases.

- a. Effective July 1, 2013, all unit members shall be granted a 2.5% salary increase.
- b. Effective July 1, 2014, all unit members shall be granted a 2.5% salary increase.

5.2 One-Time, Lump Sum, Non-Recurring and Non-Pensionable Payments.

a. The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of six hundred dollars (\$600.00) during the first full pay period following ratification. The City shall prorate the \$600 one-time payment for part-time unit members on the basis of the FTE. To be eligible, unit members must be considered active employees during this pay period. The salary schedule shall not be affected by this one-time payment.

b. The City shall pay each full-time unit member a one-time, non-recurring and non-pensionable payment of eight hundred dollars (\$800.00) during the first full pay period in November 2014. The City shall prorate the \$800 one-time payment for part-time unit members on the basis of the FTE. To be eligible, unit members must be considered active employees during this pay period. The salary schedule shall not be affected by this one-time payment.

5.3 Establishment and Use of Salary Ranges and Salary Increases.

a. Salary Ranges.

(1) Each budgeted job classification covered by this MOU shall have a salary range as approved by the City Council in the annual operating budget.

(2) Each such classification salary range shall have six (6) steps consisting of five percent (5%) increments, unless otherwise specified.

b. Merit/Performance Review.

(1) Upon hire, the employee shall be paid a salary for six (6) months from the date of hire, based upon the established range for that position. At the end of the six (6) months the employee may become eligible for a merit increase. Thereafter, all future merit increases may occur twelve (12) months from the date of the first merit increase.

(2) The City Manager, upon recommendation of the Department/Division Head, shall have the authority to advance an individual within a range a maximum of five percent (5%) for merit purposes. This advancement may occur at the end of the initial six (6) months after the date of hire, or anytime thereafter.

(3) Salary appointment should be made at the first step of the salary range for the particular classification in which the appointment is made. When, in the judgment of the Department/Division Head, the education, training, and experience of a proposed employee are superior and justify a salary in excess of the first step, the Department/Division Head may recommend that the City Manager authorize an appointment to a position at a higher step in the salary range. Additionally, the Personnel Officer may recommend an appointment to a position at a higher step in the salary range when the City has had difficulty in recruiting for the position or retraining the position.

(4) Advancement within a salary range shall be authorized only after affirmative recommendation of the Personnel Officer. Only probationary and regular employees holding positions allocated to a salary range shall be eligible for such advancement. Such recommendation may be made only on a basis of satisfactory job performance. No salary advancement shall be made which will exceed the maximum rate established in the applicable salary plan.

ARTICLE VI - ARTICLE VI – OVERTIME

6.1 In General. Except as provided in Subsection 6.2 below, the City Manager has determined that employees in positions subject to this MOU are exempt for purposes of state and federal wage and hour laws and are not entitled to overtime compensation.

6.2 Non-Exempt Employees. Employees identified with an asterisk (*) in the list of classifications for this MOU are not exempt for purposes of state and federal wage and hour laws regarding overtime compensation and will be entitled to overtime pay at the rate of one and one-half (1½) his/her regular hourly rate of pay for each hour actually worked in excess of forty (40) hours in any one workweek.

6.3 Compensatory Time ("CT").

Employees eligible for overtime may elect to convert earned overtime to CT at the rate of one and one-half (1½) hours for each hour actually worked. CT may be accrued up to eighty (80) hours. An employee who has accrued eighty (80) hours of CT may not elect to convert additional overtime to CT and will be compensated for one and one-half (1½) hours for each additional hour of overtime actually worked.

(1) An employee who has requested the use of earned CT shall be permitted to use such time within a reasonable period after making the request if the use of the CT does not unduly disrupt the operations of the department.

(2) An employee at any time may request and receive compensation for any CT. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

6.4 Disaster/Emergency Response. Association personnel not eligible for overtime will receive compensation for time worked outside their regularly-scheduled duty, paid at the rate of one and one-half (1½) times their hourly rate, for services rendered for participating in a disaster/ emergency response, requested by the Office of Emergency Services and assigned by the City Manager, outside the City limits. State or federal reimbursement for these services will revert to the City.

6.5 Administrative Leave.

Administrative leave must be used by December 31 of each year, cannot be carried forward to the following year, and cannot be converted to cash compensation or PTO. Administrative leave may be taken off, with Department Head or City Manager approval as appropriate, subject to the City and Department needs and scheduling.

Administrative leave is provided to the following Association employees:

- Equipment Maintenance Supervisor
- Information Tech Specialist I
- Information Tech Specialist II
- IT OP & Network Systems Supervisor
- Parks Maintenance Supervisor
- Principal Engineer
- Refuse Superintendent
- Streets Supervisor
- Water/Waste Water Superintendent

Administrative leave is provided to Association employees as follows:

(1) Employees designated by the City Manager will receive up to six (6) days of administrative leave per year for:

a. Required attendance at most regularly scheduled City Council meetings as recommended by the Department Head to the City Manager.

b. Required attendance at most regularly scheduled Planning Commission meetings as recommended by the Department Head to the City Manager.

(2) Employees designated by the City Manager will receive six (6) days of administrative leave per year for required standby (on the scene within thirty (30) minutes) on a regularly scheduled basis directing the employee to maintain telephone or radio contact with the City.

ARTICLE VII - PART TIME EMPLOYEES

7.1 Part-time Benefits.

Part-time employees, who work less than half-time, shall not receive any Association benefits. Part-time employees, who work at least half-time, shall receive Association benefits as follows:

a. The following Association benefits are provided on the same basis as is given to a full-time employee:

- (1) Retirement (subject to PERS requirements and eligibility)
- (2) Leave of Absence Without Pay
- (3) Non-Occupational Disability Leave
- (4) Professional Organizations
- (5) Grievance and Disciplinary Appeals Procedure
- (6) Deferred Compensation
- (7) Optional Work Schedule

b. The following Association benefits are prorated on the basis of the percentage of hours that the employee works compared to a full-time employee:

- (1) Personal Time Off
- (2) Sick Leave
- (3) Health Insurance, Including Dental & Vision
- (4) Jury Duty
- (5) Holiday Policy
- (6) Retiree Health Insurance Benefits pursuant to the Retiree Health Policy
- (7) Bereavement Leave

c. The following Association benefits are provided as indicated under the specific benefit:

- (1) Medical Examination

d. The following Association benefits are not provided to any part-time employee:

- (1) Administrative Leave
- (2) Disability Insurance
- (3) Life Insurance
- (4) City Vehicles
- (5) Educational Reimbursement

ARTICLE VIII - BENEFITS

8.1 Deferred Compensation. The City will provide a City-paid deferred compensation program, which shall be included as "salary" in any compensation review. The rate for City-paid deferred compensation for all employees is set at 2% of monthly salary.

8.2 Medical Examination Reimbursement. The City will reimburse all Association personnel for a medical examination by the physician of their choice, which could include EKG, X-rays, and any such other tests that the employee might elect to have. The reimbursement amount for direct costs incurred shall not exceed \$250 per calendar year (\$125 for part-time).

8.3 Personal Time Off. The City shall administer a Personal Time Off (PTO) program, which will provide for vacations, family sick leave, and management leave. The PTO program combines earned vacation, management/supervisory leave, and a portion of sick leave benefits. Association employees will accrue Personal Time Off according to the following table:

Length of Service	Vacation Days	Management/ Supervisory Leave	Sick Leave	Total Personal Time Off
<u>Exempt Employees</u>				
1-12 yrs.	20	5	6	31
12 + yrs.	21	5	6	32
<u>OT Eligible Employees</u>				
1-3 yrs.	12	0	6	18
4-6 yrs.	15	0	6	21
7-9 yrs.	18	0	6	24
10-12 yrs.	20	0	6	26
12 + yrs.	21	0	6	27

a. Use of Personal Time Off:

(1) Accumulation of Personal Time Off (PTO) shall be limited to an amount equal to the earnings for a twenty-four (24) month period at the employee's current PTO earning rate. A unit member who has reached the maximum accrual shall cease accruing additional PTO until the unit member's leave balance drops below the maximum accrual.

(2) PTO may be used as soon as indicated on the employee's pay stub (but may not be used in advance) and must be approved by the employee's supervisor and/or department head;

(3) In the event one or more holidays fall during a period when an employee is on PTO, the hour value that is equivalent to the employee's scheduled work period shall not be charged as PTO [i.e. for employees on a regularly scheduled ten (10) hour workday, the hour value shall be ten (10) hours. For employees on a regularly scheduled eight (8) hour workday, the hour value shall be eight (8) hours.];

(4) PTO (and compensatory time) must be exhausted before a leave of absence will be granted;

(5) When an employee is using PTO and becomes ill or injured, he or she may use sick leave when eligible;

(6) PTO sellback will be as follows:

(A) Can sell accumulated PTO not more than once each quarter.

(B) Must obtain approval of the City Manager for the sellback.

(C) May not sell more than one hundred seventy six (176) hours per calendar year.

(7) Shall be prohibited from selling any PTO if, during the past six (6) months, the employee has received discipline in the form of a suspension without pay, a reduction in salary, or a demotion.

(8) Upon termination of employment, an employee will be paid for the balance of his/her PTO at the rate of one hundred percent (100%) of current salary.

(9) Existing vacation leave balance of a City employee promoted to an Association position will be transferred to PTO; accrual of additional PTO will begin upon the effective date of the promotion at the appropriate rate for the promoted employee's new classification.

8.4 Sick Leave.

a. Ninety-six (96) hours per year of sick leave will be placed in the employee's Sick Leave account to be used when an employee is ill. Sick leave shall be earned at the rate of eight (8) hours per month and will have no accumulation limitation.

b. Newly-hired Association members shall be given a credit of two hundred and forty hours of sick leave to their Sick Leave account for the first two and one-half (2½) years of service. Accrual of additional sick leave will commence at the beginning of the 31st month of service.

c. Existing sick leave balance of a City employee promoted to an Association position will be transferred; accrual of additional sick leave time will begin upon the effective date of the promotion at the appropriate rate for the promoted employee's new classification.

d. Sick leave shall be used for illness or injury which causes the employee to be absent from his/her duties.

e. Sick leave may be used for absences from duty when the employee's presence is needed to attend to the illness of a member of his/her family. The use of sick leave under this subsection shall be limited to one-half (1/2) of annual potential accrual, which is 48 hours for full-time employees.

f. Reasonable proof of illness may be requested.

g. Personal Time Off shall be applied when all sick leave has been used.

h. The following payoff provision for accumulated Sick Leave upon retirement or disability, death, or resignation, shall apply:

(1) 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.

(2) 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.

(3) Seventy-five (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.

8.5 Holidays.

Association members receive the following paid holidays:

a. <u>Designated Date</u>	<u>Designated Holiday</u>
1. January 1	New Year's Day
2. Third Monday in February	Washington's Birthday
3. The last Monday in May	Memorial Day
4. July 4	Independence Day
5. The First Monday in September	Labor Day
6. The Second Monday in October	Columbus Day
7. November 11	Veterans Day
8. Thanksgiving	Thanksgiving
9. Friday after Thanksgiving	Friday after Thanksgiving
10. ½ Holiday – Day Before Christmas	Christmas Eve
11. December 25	Christmas
12. ½ Holiday -Day Before New Year	New Year's Eve
13. Two Floating Holidays	At employee's discretion, with Supervisor's approval

b. Hour Value. The hour value for each holiday shall be equivalent to the employee's scheduled work period, i.e., if the holiday falls on a 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 day, the holiday time off is eight (8) hours, etc.

c. 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.

d. 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.]

8.6 Bereavement Leave.

a. Use of Bereavement Leave. Paid Bereavement Leave may be granted to an employee upon the request of the employee, upon the death of any of the following relatives of the requesting employee: spouse; child, including biological, step, adopted and foster children; parent, including biological, step, adoptive and foster parents;

parent-in-law; grandparent; sibling; grandchild, including biological, step, adopted and foster grandchildren.

b. Amount of Bereavement Leave: Employees may receive up to three (3) days of paid Bereavement Leave based upon the employee's usual work schedule.

8.7 Auto Allowance. Authorization for use of City-owned vehicles shall be pursuant to Resolution Number 3348. The auto allowance amount for all managers receiving an auto allowance shall be equal to five hundred dollars (\$500) monthly.

8.8 Jury Duty. An employee on jury duty will receive full pay and benefits. Any compensation for such jury duty (except travel pay) shall be returned to the City.

8.9 Bilingual Pay. Employees regularly required by their supervisor to provide foreign language translation services in the course and scope of their employment shall receive fifty dollars (\$50.00) per month. In order to qualify for bilingual pay, the employee must pass a test established by the City.

8.10 Leave of Absence Without Pay.

a. After all Personal Time Off ("PTO") and compensatory time has been used, the City Manager, upon recommendation of the Department/Division Head, may grant a leave of absence without pay for any employee up to a maximum of sixty (60) calendar days. Extensions of time beyond the initial sixty (60) calendar days up to one (1) year may also be granted by the City Manager. One (1) extension, for a total of two (2) years from the beginning of the initial sixty (60) days, may be granted. A leave without pay may be granted for any of the following reasons:

(1) To take a course of study which will increase the employee's usefulness on return to his or her position in the City's service; and

(2) For personal reasons acceptable to the Department Head and City Manager.

b. During an approved leave of absence without pay all employee benefits shall cease to be paid by the City. An employee may continue his/her health and life insurance benefits at the employee's expense.

8.11 Non-Occupational Disability Leave.

a. Upon submission of an appropriate certificate from a licensed medical provider, an employee may be granted non-occupational disability leave. The employee utilizing non-occupational disability leave shall utilize all sick leave accredited to him/her and upon the expiration of sick leave shall utilize any accrued annual vacation leave and compensatory time. When all sick leave, annual vacation leave and compensatory time are exhausted, the remainder of the absence required will be on the basis of leave without pay. The leave without pay will constitute a break in continuous service with the City.

b. Non-occupational disability leave shall not extend beyond a maximum period of six (6) months. If additional leave is desired, the employee may request additional leave in accordance with Leave of Absence Without Pay, Section 8.10. An employee shall not be entitled to more than one (1) such leave pursuant to Section 8.10 per twelve (12) month period.

8.12 Professional Organizations. Association personnel are encouraged to participate in professional organizations that directly relate to their career objectives and the performance of their responsibilities. City-sponsored membership in professional organizations and activities shall be subject to the constraints of the adopted budget for that department/division.

ARTICLE IX - INSURANCE

9.1 Health Insurance.

a. The City shall make available to all eligible employees and their dependents medical plans through commercial carriers offering at least one HMO and one PPO option. The City shall also make available self-funded dental and vision plans. Benefit details are available in benefit plan documents, which the City will distribute to all employees during open enrollment. Additional information can be requested from Human Resources.

b. The City will contribute the sum of \$1,028.81 per month, per employee, towards the cost of health insurance, 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.

c. 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.

9.2 Disability Insurance. On behalf of each employee, the City shall contribute an amount equal to the premium on a long-term disability plan. The plan shall provide coverage equal to sixty percent (60%) of total salary, with a maximum monthly benefit of eleven thousand five hundred dollars (\$11,500), after a thirty (30) day waiting period. In no case shall the policy require sick leave to be drawn beyond the initial thirty (30) day period.

9.3 Life Insurance.

a. For employees hired on or before December 3, 1996, the City will provide a term life insurance policy in the amount of one hundred thousand dollars (\$100,000.00) for all employees covered by this MOU.

b. For employees hired after December 3, 1996, the City will provide a term life insurance policy in the amount of fifty thousand dollars (\$50,000.00) for all employees covered by this MOU.

ARTICLE X - RETIREMENT

10.1 Retirement.

a. Retirement Plans. 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" members 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.

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.

10.2 Retiree Health Insurance.

a. Association employees hired before January 1, 1998: For employees hired before January 1, 1998, the City will provide retiree health insurance benefits pursuant to Resolution Numbers 4198, 4190, 3349, 3317, and 3209.

b. Association employees hired on or after January 1, 1998: For employees hired on or after January 1, 1998, in lieu of a retiree health insurance benefit, the City

shall contribute one hundred dollars (\$100.00) per month to a 457 deferred compensation plan established for each employee.

ARTICLE XI - EDUCATIONAL REIMBURSEMENT

11.1 Educational Reimbursement.

Full-time, regular Association employees shall qualify for participation in the tuition-reimbursement program. The program covers courses taken at accredited colleges, accredited universities, correspondence courses and other institutions. 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 a 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. Such reimbursement shall include tuition, necessary books and parking fees used to complete course requirements and parking fees, but shall not include travel time, mileage, or other miscellaneous costs.

d. Upon completion of the course, the employee shall attach the grade report along with receipts for eligible reimbursements to his/her approved application for educational assistance and present it to his/her Department Head. The Department Head will forward the records of completion to the Human Resources department.

e. Reimbursement is limited to two thousand dollars (\$2,000.00) per calendar year.

f. Should the employee leave City service within one year after completion of a course paid for by the City, the costs of such course will be deducted from the employee's last paycheck. If the employee's last paycheck is insufficient to repay the costs of such course(s), the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within one (1) year of leaving City service. The City Manager may alter the above requirement in unusual circumstances.

g. Association employees may request prepayment or reimbursement of costs required for the course. Failure to present proper proof of completion will cause the amount of prepayment to be deducted from successive paychecks, not to exceed \$50 per pay period, except in the case of a unit member who terminates, in which case the total amount shall be deducted from monies due and owing the unit member.

ARTICLE XII - WORK SCHEDULE

12.1 Work Schedule. All employees shall work a "4/10" alternative work schedule, comprising eight (8), ten (10) hour days in the pay period.

12.2 Facility Shut Down and Alternative Work Week. All facilities, except for the library and mechanics shop, will be affected by a facility shut down day every Friday.

12.3 Limited Reopener. In the event the City reaches an agreement with SEIU for a 9/80 work schedule during the term of this MOU, the Association agrees to a limited reopener on the issue of work schedules of all Association employees and agrees to meet and confer on the issue of work schedules to completion during the term of the MOU.

ARTICLE XIII - LAYOFFS

13.1 Order of Layoff.

The following order of layoff for employees in an affected classification, in an affected Department, shall be instituted prior to layoff of regular status employees:

- a. Contract employees; temporary part-time employees;
- b. Temporary full-time employees
- c. Probationary employees; and
- d. Regular part-time employees

13.2 Seniority. When the City orders a reduction in the work force, the layoff of regular status employees shall be first based upon seniority within the affected classification in the affected Department and secondly, based upon seniority in total service with the City.

13.3 Ties in Seniority. Regular status employees in the same Department with equal time in a classification and total service in the City shall be laid off based upon past performance evaluations.

13.4 Voluntary Demotion. A regular status employee who is subject to layoff may, in lieu of layoff, choose a demotion to a lower classification in the same Department, provided he/she gives written notice to his/her Department Head ten (10) calendar days after receiving notice of layoff. In addition, a regular status employee must have previously served in the lower classification and must have seniority in that classification over the regular status employee being displaced within the same Department. Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the range of classification to which they are demoting, provided such step shall not exceed present salary.

13.5 Notice. The City shall give, or send by regular and certified U.S. mail to the last known address of affected employees, written notice of layoff at least fourteen (14) calendar days prior to the effective date of the layoff. Notice is not affected by failure of

the employee to return receipt for certified mail. Under emergency circumstances, the notice period may be shortened.

13.6 Reemployment. Regular status employees laid off or taking voluntary demotion in service shall be reemployed in the inverse order of their layoff or demotion. Regular status employees laid off or taking a voluntary demotion in rank shall be maintained on the reemployment list until such employee refuses to accept reinstatement or for two years, whichever occurs first. The seniority date of the returning employee, after resignation or termination, shall be the first working day after the break in service. Employees who have been laid off and are reinstated within the two-year period will retain their original seniority date.

13.7 Separation Pay. A regular status employee who is subject to layoff shall receive separation pay in the amount of two (2) weeks salary at the employee's then current salary.

ARTICLE XIV - GRIEVANCE PROCEDURE

The provisions of Article XIX, paragraphs 19.2 through 19.6, of the City of Hemet Personnel Rules ("Personnel Rules") shall apply to complaints regarding the alleged interpretation or interpretation of this MOU, the Personnel Rules, City's Municipal Code, Resolutions, Department Policy and Regulations.

ARTICLE XV - DISCIPLINE

The provisions of Article XVIII, paragraphs 18.2 through 18.12, of the Personnel Rules shall apply to disciplinary actions against employees.

ARTICLE XVI - RULES AND REGULATIONS

16.1 The City shall have the right to issue reasonable employee rules and regulations not in conflict with the express terms of this MOU, provided that such rules and regulations are:

- a. Discussed with the Union prior to adoption;
- b. Submitted to the Union 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.

ARTICLE XVII - COMPLETION OF MEET & CONFER

17.1 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.

17.2 Except as specifically provided in this MOU, 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.

17.3 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.

17.4 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.

ARTICLE XVIII - SAVINGS CLAUSE

18.1 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.

HMMA

WAIVED SIGNATURE
Jeffrey Natke

Shirley Johnson

Emery Papp

Dated: 01/28/2014

Dated: 1/28/14

CITY OF HEMET

Daphne Anneet

Rita Conrad

Laura Ireland

Dated: 1/27/2014

Larry Smith, Mayor

ATTEST:

Sarah McComas, City Clerk