

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HEMET AND
HEMET CITY FIRE FIGHTERS LOCAL NO. 2342

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HEMET AND
HEMET CITY FIRE FIGHTERS LOCAL NO. 2342

This Memorandum of Understanding (hereinafter "MOU") is entered into between the City of Hemet (hereinafter "City") and the Hemet City Fire Fighters Local No. 2342 (hereinafter "Union"), pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective from July 1, 2015 through June 30, 2018, inclusive with one year Union option to extend (to June 30, 2019). This MOU shall continue in effect year by year unless one of the parties notifies the other in writing no later than 120 days prior to the expiration of the MOU, of its request to modify, amend, or terminate this MOU. If the City or Union wishes to modify wages, hours or other terms and conditions of employment in a successor MOU, it shall serve upon the other party a written notice containing proposals no later than 120 days prior to the expiration of the MOU. The City and the Union shall begin the meet and confer process within ten (10) days thereafter. The City and the Union shall then establish a schedule of regular meet and confer sessions, in the effort to negotiate a successor MOU prior to the expiration of the MOU.

ARTICLE I-RECOGNITION

1. The City hereby reaffirms its recognition of the Hemet City Fire Fighters Local No. 2342, in conformance with Ordinance No. 682, as the exclusive representative of all fire department employees within the classifications of fire captain, fire engineer, fire fighter, and fire prevention officer.
2. Nothing in the above shall be construed as requiring an employee to join the recognized union nor to maintain his/her membership in the recognized union as a condition of employment.

ARTICLE II-MANAGEMENT RIGHTS

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

Determine its organization; direct the work of its employees; assign related work not expressly covered by job description; determine the times and hours of operation; determine normal working hours and to schedule shifts accordingly; determine the kinds 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 any emergency nature, provided

that the Union 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. 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 Union 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 and Article XII.
3. If the City decides to contract out work during the term of this MOU, such decisions shall be subject to the City's obligations, if any, to meet and confer over the decisions or the effects of such decisions.
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 -NONDISCRIMINATION

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 Union.
2. The Union has no restrictions on membership based on sex, age, color, race, national origin or creed.

ARTICLE IV -BENEFITS

1. Health Insurance:
 - A. The City will continue to provide health insurance available to all full-time employees and their dependents. The employees shall have a choice of the HMO or PPO plans offered by the City. The City will contribute a maximum cap of one-thousand, twenty-eight dollars and eighty-one cents (\$1028.81) per month towards the health insurance premium of each employee in paid status or in protected FMLA/CFRA/PDL leave status, or as otherwise required by applicable law. The City will also continue to provide a fully-paid Dental and Vision Plan provided that employees comply with the applicable provider rules, such as open enrollment, etc.
 - i. The cap shall be referred to as the City's maximum liability. In the event the total cost of coverage selected by the employee in any specific month

exceeds the maximum amount provided above, the employee shall be responsible for the excess per month for the medical premium. City is hereby authorized to make automatic payroll deductions for any employee contributions which may be required.

- B. Proposed changes to health insurance plan benefit levels during the term of the MOU will be subject to the meet and confer process and shall not be subject to Article XVIII.

2. Vision Benefit:

- A. The maximum vision benefit per family per calendar year shall be four hundred fifty dollars (\$450.00).
- B. No vision benefit shall be payable for replacement of existing lenses more than twice per year per individual.
- C. No vision benefit shall be payable for replacement of frames more than once per year, per individual,
- D. No vision benefit shall be payable for lenses which are not prescription lenses.
- E. The limitation on the tinting of prescription lenses is deleted.
- F. The vision benefit may be used for laser eye surgery.

3. Uniform Allowance: The City shall contribute on behalf of all employees \$1,100.00 per calendar year toward uniforms required by Department Rules and Regulations to be worn during duty hours. Such sum shall include a "Class A" uniform to be provided by each employee. The uniform allowance, shall be payable in equal amounts of \$275.00 on the first paycheck of January, April, July and October of each year. Uniform allowance for employees employed less than one year as of December 1 shall receive a prorated allowance based on \$91.67 per full month of service.

4. Sick Leave Distribution: Except as otherwise provided by state law with respect to job connected disability retirement, the City agrees to provide all employees within the unit the following payoff provisions for accumulated sick leave upon retirement or disability; or upon death of the employee while employed by the City, said accumulated sick leave shall be paid to the beneficiary as designated by the employee:

- A. Twenty-five percent (25%) of all accumulated sick leave after five (5) years of service with the City; payoff shall be prorated upon the last five (5) years of service;
- B. Fifty percent (50%) of all accumulated sick leave after ten (10) years of service with the City; payoff shall be prorated upon the last five (5) years of service;

- C. Seventy-five percent (75%) of all accumulated sick leave after twenty (20) years of service with the City; payoff shall be prorated upon the last five (5) years of service.
- 5. Long Term Disability: In regard to long term disability, the unit is entitled to participate in the City's plan or enroll in a similar plan of its choosing. In the former event, the employees will pay the premiums for participation in the City plan.
- 6. Damaged or Lost Clothing: An employee shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for each article of personal property shall be the depreciated value based on its age and condition.
- 7. Life Insurance: City shall provide to each employee a \$50,000 term life insurance policy. Each employee may increase, at their own cost, the limit of their subject life insurance policy by an amount not to exceed an additional \$50,000 in coverage, provided arrangements can be made with the insurance carrier.

ARTICLE V - SALARIES AND INCENTIVE PAY

- 1. There shall be no across the board base salary increases during the term of this agreement. Either party may reopen on the issue of base salary two (2) times during the term of this contract, provided, however, any modifications may only be achieved by agreement of the parties (no unilateral imposition, fact-finding or impasse).
- 2. Employees who obtain and maintain Hemet Fire Department certification to work in a higher job classification shall receive an additional two (2%) percent on their salary, except during an acting appointment.
- 3. Newly hired fire fighters without prior experience shall receive a salary equal to seventy-five percent (75%) of the current Step A rate. This rate shall be applicable for six months, and thereafter the fire fighter shall receive one hundred percent (100%) of the Step A rate until advanced to the next step. The anniversary date of the new fire fighter, for all purposes including original probationary period, shall be the date of original hire. Newly hired fire fighters without experience shall receive all benefits currently received by fire fighters who are at the Step A entry level rate.
- 4. The City shall pay five percent (5%) premium pay for paramedics who maintain all licenses, accreditations, and certifications necessary to perform the duties of paramedic for Hemet Fire Department, effective retroactive to November 10, 2014.

The parties agree that to the extent permitted by law, the compensation for paramedic premium pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) - Educational Pay.

- 5. The City shall pay one hundred dollars (\$100.00) per month to those sworn employees who hold, or hereafter obtain, a Certificate in Fire Science from an accredited institution or who have completed 24 accumulated units toward a fire science certificate. City will

pay an additional one hundred dollars (\$100.00) for a maximum of two hundred dollars (\$200.00) per month to those sworn employees who hold, or hereafter obtain, an Associate's degree or higher in a course of study which may be beneficial to the City,.

6. The City shall pay to each unit employee fifty dollars (\$50.00) per month for each qualifying California State Fire Marshall Certificate, up to a maximum of two certificates or one hundred dollars (\$100.00) per month. The California State Fire Marshall Certificates that qualify for this benefit are those that are part of the requirements for the Fire Company Officer Certificate.

The parties agree that to the extent permitted by law, the compensation discussed above is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay.

7. The City shall pay fifty dollars (\$50.00) per month bilingual pay to those sworn employees who pass an oral proficiency examination in Spanish.

The parties agree that to the extent permitted by law, the compensation for bilingual pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay.

8. The City and the Union agree that the following list of comparable jurisdictions shall be used for the purpose of top step salary comparisons: the cities of Covina, Redlands, Palm Springs, Corona, Upland, Cathedral City, Escondido, Carlsbad, Colton, Rialto, and the California Department of Forestry and Fire Protection.

ARTICLE VI - TUITION REIMBURSEMENT PROGRAM

1. Tuition Reimbursement:

- A. Full time, permanent employees shall qualify for participation in the tuition reimbursement program. The program covers courses taken at accredited colleges, universities, correspondence courses and other institutions. Reimbursement will be subject to the following:

- i. 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.
- ii. 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.
- iii. The employee should obtain approval, in writing, from, the Fire Chief prior to enrolling in the course.

- iv. Such reimbursement shall include tuition, books and parking fees used to complete course requirements on assigned projects, but shall not include travel time, mileage, or other miscellaneous costs.
- B. Upon completion of the course with a grade of "C" or better, or "pass/credit," the employee shall attach his/her grade report along with receipts for eligible reimbursements to his/her approved application for educational assistance and present it to the Fire Chief. The Fire Chief will forward the records of completion to the Human Resources Manager.
- C. Applications for reimbursement will be accepted no later than one month after the course grades have been distributed.
- D. The Human Resources Manager will authorize a tuition reimbursement upon certification of satisfactory completion.
- E. Reimbursement is limited to \$2,000.00 per calendar year.
- F. Copies of courses completed and the grades attained will be maintained in the employee's personnel file and in the department's file.
- G. If any employee leaves the City service within one (1) year after completion of a course(s) paid for by the City, the costs of such course(s) 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 one (1) year of leaving City service. The City Manager may alter the above requirements in unusual circumstances.
- H. Employees may request prepayment for all classes requiring certification and/or validation from the California State Fire Training or the Office of the California State Fire Marshal. All other classes/courses of instruction are to be on a post-payment basis, unless otherwise approved by the Fire Chief and Human Resources Manager.

Failure to provide proper proof of completion, within the time period specified in paragraph C, will cause the amount of any prepayment to be deducted from successive paychecks, not to exceed \$50.00 per pay period, except in the case of an employee who terminates, in which case the total amount shall be deducted from any monies due to the employee.

ARTICLE VII - HOURS AND WORK SCHEDULE

1. Work Schedules: Fire suppression personnel shall continue with an assigned three platoon 48/96 work schedule.
2. Overtime: Overtime at the rate of one and one half (1 1/2) times the employee's straight time compensation will be paid for all unscheduled time. City further recognizes its

obligation to comply with the minimum standards of the Fair Labor Standards Act regarding overtime payment. No overtime may be worked without authorization.

ARTICLE VIII - LEAVES

1. Sick Leave (Suppression Personnel):

- A. Full time employees shall accrue sick leave at the rate of twelve (12) hours per calendar month ;
- B. Sick leave with pay shall be allowed by the City whenever an employee's absence is due to the employee's illness which prevented his/her attendance on the job and performance of duties on the day of absence;
- C. Each employee using sick leave must notify his/her designated officer prior to the beginning of his/her work shift, if possible;
- D. The City may require a doctor's certificate at any time as proof of illness;
- E. Absences including sick leave shall be reported, upon the employee's return to duty, in writing on a form supplied from time to time by the City;
- F. An employee absent on approved sick leave for less than one full shift shall have his/her accumulated sick leave reduced by the number of hours of such absence; and,
- G. The Union shall cooperate with the Fire Chief to curb abuse of sick leave.

2. Sick Leave (Fire Prevention Officer):

- A. Full time employees shall accrue sick leave at the rate of eight (8) hours per calendar month;
- B. Sick leave with pay shall be allowed by the City whenever an employee's absence is due to the employee's illness which prevented his/her attendance on the job and performance of duties on the day of absence;
- C. Each employee using sick leave must notify his/her immediate supervisor within one (1) hour before the time set for the beginning of his/her work day;
- D. The City may require a doctor's certificate at any time as proof of illness;
- E. Absences including sick leave shall be reported, upon the employee's return to duty, in writing on a form supplied from time to time by the City;
- F. An employee absent on approved sick leave for less than one full work day shall have his/her accumulated sick leave reduced by the number of hours of such absence; and,

G. The Union shall cooperate with the Fire Chief to curb abuse of sick leave.

3. Serious Family Illness: Each calendar year employees may take up to two (2) shifts/days of serious family illness leave in cases where their absence is required due to sickness, disability or death in the immediate family which requires the employee's presence for maintenance of household and family. Use of serious family illness leave is conditioned upon approval from the Fire Chief or his/her designee. An absence will be deducted from an employee's vacation while approval is being sought. If the absence is approved as serious family illness leave, the absence will be converted from vacation to serious family illness leave. Immediate family means the employee's father, mother, legal guardian, brother, sister, spouse, child, mother-in-law, father-in-law, grandmother, grandfather, grandchild, aunt or uncle of the employee or their spouse. In emergency situations, additional serious family illness leave may be granted at the discretion of the Fire Chief. Serious family illness leave shall not accumulate from year to year. Employees shall furnish, if required by the Fire Chief, satisfactory proof of applicability of this section to justify the absence.
4. Military Leave: Military leaves shall be granted in accordance with the applicable provisions of federal and state law.
5. Jury Leave: Any employee who is called or required to serve as a trial juror shall be entitled to a ten (10) day (court business days) leave of absence during the period of such service or while necessarily being present in court as a result of such call. The City will continue paid jury duty leave for those employees whose jury assignment, though originally estimated for ten (10) days or less, was continued beyond the estimated time. Under such circumstances, the employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty.
6. Extended Leaves of Absence: The City Manager and/or Human Resources Manager may, upon written request of a permanent employee, grant a leave of absence without pay for a period not to exceed one (1) year. Failure on the part of the employee on leave to report to duty promptly at the expiration of the leave, shall be cause for discharge.

ARTICLE IX - VACATIONS

1. Full time employees shall accumulate vacation leave in accordance with the following schedule:
 - A. Suppression Personnel:
 - i. During the first three (3) years of service, employees shall accrue six (6) vacation shifts per year.
 - ii. After three (3) years of service, employees shall accrue seven (7) vacation shifts per year.
 - iii. After six (6) years of service, employees shall accrue nine (9) vacation shifts per year.

- iv. After nine (9) years of service, employees shall accrue ten (10) vacation shifts per year.
- v. After twelve (12) years of service, employees shall accrue eleven (11) vacation shifts per year.
- vi. The term "shift" shall mean one 24 hour working period.
- vii. Employees shall cease to accrue vacation time when their accrued balance equals the total amount earned by the unit member in the preceding 24 month period of employment.

B. Fire Prevention Officer:

- i. During the first three (3) years of service, employees shall accrue ninety-six (96) vacation hours per year.
- ii. After three (3) years of service, employees shall accrue one hundred and twenty (120) vacation hours per year.
- iii. After six (6) years of service, employees shall accrue one hundred and forty-four (144) vacation hours per year.
- iv. After nine (9) years of service, employees shall accrue one hundred and sixty (160) vacation hours per year.
- v. After twelve (12) years of service, employees shall accrue one hundred and sixty-eight (168) vacation hours per year.
- vi. Employees shall cease to accrue vacation time when their accrued balance equals the total amount earned by the unit member in the preceding 24 month period of employment.

- 2. Vacation Sell Back: Each calendar year, unit members with more than two (2) years of service may sell unused vacation time in an amount not to exceed fifty percent (50%) of that earned in the preceding twelve (12) month period. The sum calculated shall be based on the employee's salary at the time of the sale. Employees can sell unused vacation not more than once each quarter.

ARTICLE X - HOLIDAYS

- 1. Employees working 24 hour shifts shall be entitled to ninety-nine (99) hours (9 hours times 11 holidays) per calendar year as holiday pay. The City shall pay holiday pay in equal sums on a quarterly basis. Employees who are employed less than one year shall be paid holiday pay on a pro rata basis of 11/12 of 99 hours for each month of service.
- 2. Employees who work on an eight (8) or ten (10) hour per day schedule shall receive the same holidays as City Hall employees as determined by the City for the Mid-Managers

Association members, provided, however, the City shall provide, at a minimum, 11 paid holidays per year. Nonshift employees who are requested to work on a holiday will receive holiday pay or another day off, at the employee's option.

ARTICLE XI - MISCELLANEOUS

1. The City agrees to payroll deduction of Union dues and assessments as authorized by the employee. Deductions shall remain in effect until changed by mutual agreement of the City and Union, or officially cancelled at the request of the employee.
2. When a permanent vacancy occurs, the City shall, as soon as practical, fill such vacancy pursuant to rules and regulations in effect. This section shall not apply to layoffs.
3. The City agrees to consult with the Union on new job classifications in the Fire Department, except management positions.
4. The City agrees to grant Union official representatives access to work stations to discuss any grievance during working hours. The Union agrees its official representatives will cause as little interference as possible during working hours while discussing such problems. It is further agreed between the City and the Union that a reasonable amount of Union business regarding grievances only shall be granted during working hours without loss of pay or benefits.
5. Labor Management Discussion Committee: The Union may designate up to four representatives who may meet with representatives of the Fire Department management on a quarterly basis to discuss matters pertinent to the welfare of the department and its employees. Topics to be discussed may include but not be limited to apparatus, equipment, health and safety, training and operating procedures. The provisions of this section are not intended as a method to satisfy the meet and confer obligations contained in Section 3500 et seq., of the Government Code.
6. The Union and the City agree to meet and confer regarding a policy and procedure for employee exercise during work hours and a policy and procedure for employees leaving the response zone during work hours. The Union agrees to begin its meet and confer process no later than 60 days from the date this agreement is executed and shall endeavor to complete the meet and confer process no later than 180 days from the date this Agreement is signed.

ARTICLE XII - LAYOFF PROCEDURE

1. Seniority: When the City orders a reduction in the work force, the layoff of employees shall be based upon seniority within classification.
2. Seniority Date Within Classification: An employee's "seniority within classification date" shall be the first day that he or she began rendering continuous service for the Fire Department in the employee's present classification or in higher or equal classifications. Such service must be continuous in the present, equal and higher classifications.

3. Probationary Employees: Employees on probationary status (new employees and promotional employees) shall be laid off before permanent employees in the same classification
4. Ties in Seniority: When employees have equal seniority in classification dates for retention in a classification, the employee with the greater amount of seniority credit with the City shall have the highest retention priority. "Seniority credit with the City" shall mean the length of continuous service that an employee has from the last date of his or her hire by the City. If a tie in retention priority still exists, employees shall be laid off based upon their respective positions on the eligibility- list from which they were appointed to their present classification. The employee who received the higher rating on the eligibility list shall have the highest retention priority.
5. Voluntary Reduction in Rank: An employee who is subject to layoff may, in lieu of layoff, choose to take a reduction to a lower classification, provided he/she gives written notice to the Fire Chief ten (10) calendar days after receiving notice of layoff. In order to exercise bumping rights, the employee must have previously served in the lower classification with the City and have an earlier seniority in the lower classification than the employee being displaced.
6. Notice: The City shall give affected employees written notice not less than fourteen (14) calendar days prior to the effective date of the layoff. Under emergency circumstances, the notice period may be shortened.
7. Reemployment: Employees laid-off or taking voluntary reduction in rank shall be reemployed in the inverse order of their layoff or reduction. An employee laid-off or taking a voluntary reduction in rank shall be maintained on the reemployment list until he/she once refuses to accept reinstatement or for two (2) years, whichever occurs first.
8. In the event the City changes the classification structure by adding new classifications or eliminating existing classifications, the City shall meet and confer with the Union concerning the impact upon the bumping rights of employees.

ARTICLE XIII - STAFFING

1. To provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, economy and efficiency of operation, elimination of waste, realization of maximum quantity of output, protection of property and personnel, City and Union agree to provide the following minimum staffing level:
 - A. Seven (7) employees will be on duty at all times, with one of these employees holding the rank of at least Fire Captain.
 - B. The City and Union in agreeing to this minimum manning, further agree that maintenance of this provision shall be accomplished by:

- i. The employee scheduled to go off duty from the prior shift shall not be relieved unless replaced by an employee of equal rank and qualifications or specifically excused by the Shift Supervisor;
- ii. Any employee required, by failure of his/her counterpart to relieve him/her, to remain on duty to fulfill this minimum manning shall have the right to contact other employees of equal rank and qualifications to secure a replacement for that twenty-four (24) hour shift or any part thereof, in accordance with the mandatory callback system.

ARTICLE XIV -RETIREMENT

1. Fire Suppression Employees: The City shall continue its contract with the Public Employees Retirement System (CalPERS) for active bargaining unit members based upon the following three-tier system:

A. Tier I.

Part 1.A of this Article XIV applies to unit members hired before February 24, 2012.

- i. 3% at 50 Formula.

The City shall continue to contract for the three percent (3%) at 50 formula, as set forth in California Government Code Section 21362.2, as well as all other optional benefits presently in existence.

- ii. Final Compensation Based on Highest Twelve Month Period.

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Part 1.B of this Article XIV shall mean the highest twelve consecutive month period as set forth in the City's contract with CalPERS.

- iii. Required Bargaining Unit Member Contribution.

Each unit member shall continue to pay 100% of the employee's share (currently 9%) of the normal cost of pension benefits. Effective July 1, 2015, each unit member shall also pay 3% of the employer's share of compensation earnable toward the City's normal cost of pension benefits, pursuant to Section 20516(f) of the California Government Code.

B. Tier II.

Part 1.B of this Article XIV applies to unit members hired between February 24, 2012 and December 31, 2012, and unit members hired after January 1, 2013 who are considered “Classic Members” as that term is used by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

i. 3% at 55 Formula.

The City will contract for the three percent (3%) at 55 formula, pursuant to California Government Code Section 21363.1, and shall also provide the other optional benefits presently in existence.

ii. Final Compensation Based on Highest Twelve Month Period.

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Part 1.B of this Article XIV shall mean the highest twelve consecutive month period as set forth in the City’s contract with CalPERS.

iii. Required Bargaining, Unit Member Contribution.

Each unit member shall continue to pay 100% of the employee’s share (currently 9%) of the normal cost of pension benefits. Effective July 1, 2015, each unit member shall also pay 3% of the employer’s share of compensation earnable toward the City’s normal cost of pension benefits, pursuant to Section 20516(f) of the California Government Code.

C. Tier III.

Part 1.C of this Article XIV applies to unit members hired on or after January 1, 2013, and who are considered “New Members” as that term is used by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

i. 2.7 % at 57 Formula.

The City shall contract for the two-point-seven percent (2.7%) at 57 formula, as set forth in California Government Code Section 7522.25, as well as all other optional benefits presently in existence.

ii. Final Compensation Based On Three Year Average.

For the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service, as set forth in Government Code Section 7522.32(a).

iii. Required Bargaining, Unit Member Contribution.

Each unit member shall continue to pay one half of the normal cost of pension benefits.

- D. As soon as practicable after July 1, 2015, the City will initiate the contract amendment process to document payment by each fire suppression bargaining unit member of 12% of compensation earnable toward the normal cost of pension benefits, the maximum bargaining unit member contribution permitted by Government Code Section 20516.5. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for this cost sharing pursuant to a contract amendment. Upon approval and agreement from the voting bargaining unit members and completion of the required process for the City's amendment to the CalPERS contract, the payment of 12% toward the normal cost of pension benefits will continue pursuant to the terms of the contract amendment, but the 3% cost-sharing pursuant to Government Code Section 20516(f) for Tier I and Tier II members shall cease.

Until such time that the contract amendment takes effect, or in the event that unit members vote against approval of the contract amendment, the 3% cost-sharing shall continue in effect outside of a CalPERS contract amendment, as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of the MOU.

The Union and the City will take all necessary actions to implement the pension cost sharing agreement.

2. Fire Prevention Officers: The City shall continue its contract with the Public Employees Retirement System (CalPERS) for active bargaining unit members based upon the following three-tier system:

A. Tier I.

Part 2.A of this Article XIV applies to unit members hired before February 24, 2012.

i. 2.7% at 55 Formula.

The City shall continue to contract for the two point seven percent (2.7%) at 55 formula, as well as all other optional benefits presently in existence.

ii. Final Compensation Based on Highest Twelve Month Period.

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Part 2.A of this Article XIV shall

mean the highest twelve consecutive month period as set forth in the City's contract with CalPERS.

iii. Required Bargaining, Unit Member Contribution.

Each unit member shall continue to pay the 8% employee share of contributions to the retirement plan.

B. Tier II.

Part 2.B of this Article XIV applies to unit members hired on or after February 24, 2012 and prior to January 1, 2013, and unit members hired after January 1, 2013 who are considered "Classic Members" as that term is used by the Public Employees' Pension Reform Act of 2013 (PEPRA).

i. 2.5% at 55 Formula.

The City will contract for the two point five percent (2.5%) at 55 formula, pursuant to California Government Code Section 21363.1, and shall also provide the other optional benefits presently in existence.

ii. Final Compensation Based on Highest Twelve Month Period.

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by Part 2.B of this Article XIV shall mean the highest twelve consecutive month period as set forth in the City's contract with CalPERS.

iii. Required Bargaining, Unit Member Contribution.

Each unit member shall pay the 8% employee share of contributions to the retirement plan.

C. Tier III.

Part 1.C of this Article XIV applies to unit members hired on or after January 1, 2013, and who are considered "New Members" as that term is used by the Public Employees' Pension Reform Act of 2013 (PEPRA).

i. 2 % at 62 Formula.

The City shall contract for the two point five percent (2%) at 62 formula, as set forth in California Government Code Section 7522.25, as well as all other optional benefits presently in existence.

ii. Final Compensation Based On Three Year Average.

For the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service, as set forth in Government Code Section 7522.32(a).

iii. Required Bargaining Unit Member Contribution.

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Part 1.C. shall pay, through payroll deductions, fifty percent (50.0%) of normal costs.

3. 1959 Survivor's Benefit: Retirement benefits for all active unit members shall include the 1959 Survivor's Benefit Level 3.
4. Retiree Health Benefits: The Union acknowledges the City has met and conferred in good faith regarding the amendment of the City's existing retiree medical policy. In that regard, the Union acknowledges receipt of the City's last draft amendment dated December 23, 1997, as amended January 9, 1998. The Union voluntarily accepts the new policy, with the exception of the provisions concerning eligibility for disability retirement. The parties agree, however, that should any other non-management labor organization negotiate a retiree medical policy that provides benefits which are superior than those set forth in the January 9, 1998 draft, this Union's retiree health benefits shall be augmented to provide benefits of equal value. Should another non-management association negotiate a retiree medical policy that is inferior to the January 9, 1998 draft, no such corresponding reduction in the Union's benefits will occur. Finally, by entering into this agreement, the parties acknowledge that this agreement shall not prejudice any rights or claims which exist or may exist in the future, arising from any of the past, present or future retiree medical policies.

ARTICLE XV - DISCIPLINE AND DISCHARGE RULES AND REGULATIONS

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;
 - C. Posted in conspicuous places so that employees are advised and have notice of such rules and/or regulations prior to their implementation.
2. A. The probationary period following initial appointment is one year from date of hire. New hire probationary employees do not acquire property or vested rights to their position except as provided by law;

- B. The probationary period for a promotional appointment is one year from date of appointment. Should an employee fail to satisfactorily complete the promotional probationary period, they shall be returned to the classification and rate of pay they previously held in the department.
3. The City shall have the right to discipline and discharge regular employees for “just cause.” Probationary employees (original probationary period) do not acquire property or vested rights to their position except as provided by law.
 4. Procedural Due Process: Regular employees shall have the right to procedural due process rights with respect to predisciplinary/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.

ARTICLE XVI - HAZARDOUS MATERIALS RESPONSE TEAM

1. Each member of the Hazardous Materials Response Team shall be paid monthly special assignment pay in the amount of \$306.21. The set dollar figure will be increased each February 1st by the percentage increase in the Consumer Price Index (CPI) for all Urban Consumers, Los Angeles, Riverside and Orange County, California measured from December to December of the previous year.
2. At any time that the Hazardous Materials Response Team is recognized as a “Level A” response team, compensation to each team member shall be the greater of the then-current dollar amount (as adjusted annually) set forth in paragraph 1 above or five percent (5%) of the team member’s monthly base salary.
3. Hazardous Material Response special assignment compensation pay shall be limited to those team members actively serving on the Hazardous Materials Response Team.
4. The parties agree that such Hazardous Materials Response Team Member Compensation adequately compensates each member, for the commitment and additional on-duty work assignments required to maintain a quality response team.
5. The Hazardous Materials Response Team shall abide by the Hazardous Materials Response Team protocols attached as Appendix A to this Agreement.
6. The City shall provide backfilling for on-duty Hazardous Materials Response Team members participating in quarterly training.
7. Any team member who engages in Hazardous Material Response Team work or training while off-duty shall be paid premium overtime at time and one half the employee’s regular rate of pay for all such time.

ARTICLE XVII - GRIEVANCE AND DISCIPLINARY APPEALS PROCEDURE

1. Grievance: A “grievance” shall mean a written allegation by an employee(s) or the Union concerning a dispute arising out of the interpretation or application of the specific terms of this MOU and/or written employment policy, rules and regulations which affect wages, hours, and other terms and conditions of employment. An authorized Union representative may file a “grievance” on behalf of all employees to avoid a multiplicity of grievances over the same dispute.
2. Performance Evaluations: The employee may not appeal a performance evaluation rating. The employee may, instead, attach a rebuttal to any evaluation, which shall then be included with the evaluation in the employee’s official personnel record.
3. Representatives: The employee or City may be represented during any step of this procedure by any person so designated.
4. Procedural Due Process: The grievance procedure contained herein shall not act as a substitute for the procedural due process rights of any individual employee with respect to pre-disciplinary/discharge matters as set forth in Article XV of this MOU.
5. Disciplinary Appeals: Suspensions of 24 hours or less may be appealed up to the City Manager. The decision of the City Manager is final. Suspensions of more than 24 hours may be appealed up to neutral hearing officer, in accordance with section 12, of this Article.

In resolving disciplinary matters other than reprimands, the City and Union agree to proceed immediately to the first two steps of the grievance procedure as provided herein. In the event a disciplinary matter is not resolved in Step 2, the aggrieved employee may appeal as provided herein. The parties may, by mutual consent, waive their right to proceed with any of the steps of the grievance procedure.

6. 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.
7. Time Limitation and Waiver: Failure to file or process any grievance within the prescribed time limitation shall constitute a bar of such grievance.

Failure by the City’s representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the grievant may appeal to the next level. 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. Time limits may be extended by agreement of the parties.

8. Step 1 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. This conference shall be held within the thirty (30) 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. The Step 1 Informal Conference shall be a pre-condition to the filing of a Step 2 Formal Grievance, unless the immediate supervisor refuses to meet with the aggrieved party, in which case the grievant will proceed to Step 2 Formal Grievance within the timeline prescribed below.

9. Step 2 Formal Grievance: If the grievance is not resolved through the informal conference with the immediate supervisor, the employee must file a grievance with the Fire Chief within fifteen (15) days after the Step 1 Informal Conference or, if the immediate supervisor refuses to meet with the aggrieved party, forty-five (45) days from the date the grievant knew, or in the exercise of reasonable diligence, should have known of the event giving rise to the grievance. The Fire Chief shall give his/her written decision to the grievant within ten (10) days after receipt of the grievance. If a request is made, the Fire Chief shall meet with the aggrieved party(s) before rendering a decision.

10. Step 3: If the grievance is not resolved at Step 2, the grievant shall have ten (10) days after receipt of the Step 2 decision to file a written appeal to the City Manager.

The City Manager shall give his/her written decision to the grievant within fifteen (15) days after receipt of the appeal. The grievant may request a meeting with the City Manager prior to the issuance of the City Manager's decision.

11. Step 4: The decision of the City Manager will be final unless appealed as provided herein below.

12. The grievant may appeal the decision of the City Manager within fifteen (15) days of his/her decision, or if no decision by the City Manager, within twenty-five (25) days after submitting the Step 3 grievance, 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.

The City Manager shall request a panel of seven (7) hearing officers from the California State Mediation and Conciliation Service within fifteen (15) days of receiving such a request. The hearing officer shall be selected to hear the grievance by alternately striking names from such a panel. The first strike shall be determined by the flip of a coin.

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

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

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

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

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

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 thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision of the hearing officer shall be final and binding and shall be implemented by the Personnel Officer. The cost of the hearing and the hearing officer's fee shall be borne equally by the parties. Appeals from the hearing officer's decision to the judicial system shall be pursuant to California Code of Civil Procedure Section 1094.5.

ARTICLE XVIII - COMPLETION OF MEET AND CONFER

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.
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.
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.
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 provisions.
5. Reopeners:

During the term of this MOU, the City and Union will informally reopen negotiations on the following issues, provided, however, any changes must be by mutual agreement of the parties (no impasse, fact finding or unilateral implementation):

- A. Retirement medical benefits for current and future members

- B. Employee medical benefits, including waiver and/or opt-out
- C. Establishment of a pay-for-performance program
- D. Implementation of regional service delivery models.

ARTICLE XIX -- JOB DESCRIPTIONS

The parties hereby agree that the job descriptions for Fire Engineer, Fire Engineer/Paramedic and Fire Captain are hereby modified to remove Hemet Fire Department specific experience as a criteria for hire/promotion to these positions; provided, however, the parties expressly agree that any internal qualified Hemet Fire Department candidate for promotion into these positions shall be appointed over a qualified candidate from outside the Hemet Fire Department. The City may only pass over a qualified internal candidate and hire an external candidate for one of these positions if there exists a specific and significant justification that renders the internal candidate unsuitable for promotion. An external candidate scoring above an internal candidate shall not serve as justification for failing to promote the internal candidate over the external candidate.

ARTICLE XX - SAVINGS CLAUSE

Should any provision of this MOU 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.

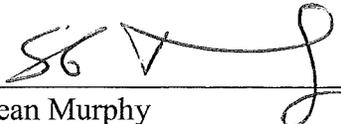
The term of this agreement may be extended by one year to June 30, 2019 under the same terms and conditions by Union by providing notice in writing to the City on or before April 1, 2018.

**HEMET CITY FIRE FIGHTERS LOCAL
NO. 2342**

CITY OF HEMET

DATED: 6-15-15

DATED: 6-16-15


Sean Murphy
President, Local No. 2342


Jessica A. Hurst
Chief Negotiator


Dan Billington
First Vice President


Laura Ireland
Human Resources Manager

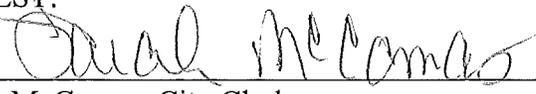

Brian Altizer
Second Vice President


William Herder
Treasurer


Greg Wilson
Board Member


David Prietto
Board Member

Date: 6/16/15

ATTEST:

Sarah McComas, City Clerk

APPENDIX A

PURPOSE

The purpose of Appendix A is to, within the Memorandum of Understanding, identify and define the duties, responsibilities, and obligations of the members of the Hazardous Materials Response Team (Hazmat Team) in order to establish and enhance safe and efficient operations and procedures at identified hazardous materials responses.

It is the purpose of the Hazmat Team to protect life, property and the environment, thus reducing any exposure, damage, or liability to the City of Hemet, its citizens, guests, or employees.

Thus said, it shall be the responsibility of each appointed, trained, and duly compensated member of the Hazmat Team to strictly adhere to the following:

- 1) Every team Member must participate in a minimum of three (3) quarterly County Hazmat Operational Group (CHOG) exercises per calendar year, unless:
 - a) Previously approved by the Hazardous Materials Team Administrator; and, assigned to a duty related incident or activity; or
 - b) Off duty due to an injury or illness
- 2) Every Team Member will effectively perform the duties and responsibilities as assigned by the Hazmat Team coordinator
- 3) Every Team member agrees the special assignment pay adequately compensates each member for the commitment, and additional on-duty work assignments required to maintain a quality response team.

Failure to complete any of the items listed above as one (1) through three (3) shall constitute sufficient cause for removal from Hemet Fire Department Hazardous Materials Response Team.

Appointment or removal to the Hazardous Materials Response Team is at the discretion of the Fire Chief.

MANAGEMENT

- 1) It is the responsibility of the Hemet Fire Department Management to:
 - a. Determine Hazmat's organization;
 - b. Direct the work of its employees;
 - c. Define and assign related work not expressly covered by job description;
 - d. Determine the kinds of services to be provided, and the methods and means of providing them;

- e. Determine staffing patterns;
- f. Determine the number and kinds of personnel required;
- g. Contract out work in accordance with law;
- h. Take any action necessary to meet conditions of any emergency nature; and,
- i. Assign and hold accountable the Hazardous Materials Team Administrator

HAZARDOUS MATERIALS TEAM

Hazardous Materials Team Administrator (Hazmat CO)

The Team Administrator will be a Chief Officer appointed by the Fire Chief, and has only those rights and responsibilities granted by the Fire Chief. This Chief Officer may or may not be an operational member of the team, depending on his/her qualifications. The Administrator will be held accountable to satisfactorily and proficiently fulfill the duties and responsibilities of the Administrator position, including, but not limited to, meeting and exercise attendance. The Team Administrator will hold final approval on recommendations made by the Hazmat Management Team, as approved by the Fire Chief. See the attached duties and responsibilities.

Team Organization

Safety

Some of the tools, equipment or procedures, along with the hazardous substances or conditions, may pose a specific hazard to our employees and the general public. To meet these hazards, management will require all members of the Hazmat Team to maintain:

- 1) Adequate training;
- 2) Currency in certifications; and
- 3) Proficiency on all equipment and procedures, including specialized equipment and hazardous materials.

Organization

Team members will, regardless of rank within the Hemet Fire Department, be assigned one of the following Hazardous Materials Response Team Management Team organizational assignments.

It will be the responsibility of the Team Administrator to recommend the assignment of Management Team positions. The Team Administrator will have the ultimate authority in the assignment of Management Team positions, as approved by the Fire Chief.

All members of the Hazmat Response Team Management Team will work together to develop priorities and solutions that are recommended for approval by the Team Administrator.

1) Hazmat Team Coordinator (HTC)

The Team coordinator will be responsible for the administrative and operational aspects of the Hazmat Team's response and training. This position reports to the Team Administrator.

2) Hazmat Training Officer (HTO)

The Training Officer organizes and coordinates the initial training and orientation of new team members; identifies training available to current Team Members and assists in the selection of Team Members to attend said training opportunities; develops, organizes, coordinates and evaluates currently Team and Department, in regards to Hazardous Materials Response training, and management; and maintains training records of Hazmat Team members; develops and coordinates community outreach educational presentations. The HTO reports to the Hazmat Team Coordinator.

3) Hazmat Safety Officer (HSO)

The HSO is responsible for the safe and lawful performance of operations and management during the planning phase and incident/training related activity of the Hazmat Team during training and actual field operations. The HSO works with other Management Team Members and Hazmat Team Members in the design, implementation, and administration of the Hazmat Response team Program to regulate and enforce federal, state, and local laws, ordinances, and regulations pertaining to hazardous material identification, handling, and mitigation. The HSO reports to the Hazmat Team Coordinator.

TEAM TRAINING EXERCISES AND MEETINGS

Hazmat Team Meetings

Hazmat Team meetings will occur when deemed significant and essential topics/items must to be presented to the Team in a timely fashion. Attendance to these meetings may be mandatory at the will and discretion of the Team Administrator.

CHOG Quarterly Exercises

CHOG opportunities are tentatively scheduled for February, May, August, and November (exact dates and times have not been determined).