

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HEMET AND
THE HEMET POLICE MANAGEMENT ASSOCIATION

This Memorandum of Understanding (hereinafter “MOU”) is entered into between the City of Hemet (City) and the Hemet Police Management Association (hereinafter Association or HPMA), pursuant to the provisions of the Meyers-Milias-Brown Act. This MOU shall be effective for the period from July 1, 2024 through June 30, 2026; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than March 31, 2026 of the request to modify, amend or terminate this Agreement.

ARTICLE I - RECOGNITION

- 1.1 The City recognizes the Association as the bargaining agent for the following classifications:
 - A. Police Captain
 - B. Police Lieutenant
 - C. Police Sergeant

- 1.2 Nothing in the above shall be construed as requiring a unit member to join the recognized bargaining unit.

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 (subject to the City’s obligations, if any, to meet and confer over the decisions or the effects of such decisions); and to take any action necessary to meet conditions of an emergency nature, provided that the Association shall be afforded the opportunity to meet and confer concerning this MOU. The City Manager or designee may layoff a unit member 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 or designee. The City shall not be required to meet and confer with the Association over decisions to layoff unit members, the timing of such layoffs or the number of employees to be laid off.

Layoffs shall be implemented in accordance with the terms of the City's Personnel Rules. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate, transfer, and discipline employees.

- 2.2 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 - SALARIES

- 3.1 The City shall adjust base salary, if necessary, to maintain the following base salary differentials:

20% between Sergeant and Corporal

20% between Lieutenant and Sergeant

10% between Captain and Lieutenant

The base salary differentials shall be measured by comparing the top step in each classification.

ARTICLE IV - BENEFITS

- 4.1 A. Overtime: It is the policy of the City of Hemet to avoid the necessity for overtime work whenever possible. It is a further policy of City, in regard to overtime benefits for management personnel, that salary and benefits are considered adequate compensation for overtime demands placed on these individuals. Notwithstanding these policy statements, City recognizes that overtime will be paid as follows:

- (1) Police Captains: Will receive no overtime compensation.
- (2) Police Lieutenants: Will be paid straight time overtime for unscheduled shifts or portions thereof; holdover time while awaiting relief from the next shift or as requested by a superior officer; and callouts.
- (3) Police Sergeants: Time worked which exceeds a sergeant's scheduled shift, at the specific request of the sergeant's watch commander, shall be compensated at a rate of one and one-half times the sergeant's hourly rate of pay.

The Chief of Police or designee may, from time to time, prepare policy statements or memoranda regulating the issue of overtime within the guidelines set forth hereinabove.

B. Compensatory Time: Employees are authorized to accumulate not more than one hundred (100) hours of compensatory time in lieu of overtime compensation. Such compensatory time shall be earned at the rates specified in Section 4.1A. Designation of overtime worked as compensatory time shall be at the option of the employee.

- (1) An employee who has requested the use of earned compensatory time shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the department.
- (2) An employee at any time may request compensation for any compensatory time earned. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Such compensation shall be included in the employee's regular bi-weekly payroll check.
- (3) An employee who has earned compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at the final regular rate received by such employee at the time payment is made.
- (4) The City will not compel an employee to reduce their compensatory time bank through mandatory time off. However, an employee shall automatically be paid overtime for all overtime earned or banked which exceeds the one hundred (100) hour cap.

4.2 Minimum Call Back Time: Sergeants shall be granted a minimum of two (2) hours pay when called back to duty at the rate of one and one-half times the hourly rate of pay. For purposes of this paragraph, a sergeant held over at the end of a shift shall not be deemed to be "called back". Call back time begins when the officer makes himself or herself available for Department business and in fact begins handling Department business.

4.3 Minimum Court Time: Sergeants shall be granted a minimum of three (3) hours credit (compensatory or paid) for a required court appearance during non-scheduled off-duty hours where such appearance is related to City business, Beyond the three (3) hour minimum, Sergeants shall be given credit for the actual number of non-duty hours. In the event that a court appearance is required during scheduled duty hours (either before or after the shift), the Sergeant shall be paid only or actual time spent in court.

4.4 Mandatory Standby: Captains and Lieutenants will receive compensation in the sum of two hundred fifty dollars (\$250) per pay period 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. Only Sergeants assigned to Office of Professional Standards, investigation, or traffic will receive compensation in the sum of two hundred fifty dollars (\$250) per pay period for required standby.

4.5 Holiday Bank: Employees may accumulate holiday bank time in lieu of holiday pay.

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

A. The City shall make the following monthly contributions during the term of this MOU: 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.

KAISER LOW	Plan Year 2024/2025	Plan year 2025/2026
Employee Only	\$650*	Dollar Amount Equivalent to 100% Employer-Paid
Employee +1	\$1,115.00	\$1,150.00
Employee +2 or more	\$1,595.00	\$1,645.00
KAISER HIGH	Plan Year 2024/2025	Plan year 2025/2026
Employee Only	\$650*	Dollar Amount Equivalent to 100% Employer-Paid
Employee +1	\$1,115.00	\$1,150.00
Employee +2 or more	\$1,670.00	\$1,720.00

The same amounts as above shall be used for Aetna Basic (corresponding with Kaiser Low contributions) and Aetna Enhanced (corresponding with Kaiser High contributions).

B. Vision Benefit. The vision benefits shall be as follows:

a. The maximum vision benefit per family per calendar year shall be five hundred dollars (\$500).

C. City is hereby authorized to make automatic payroll deductions for any employee contributions which may be required pursuant to this section. In the event any employee shall file a written objection to such automatic withholding, City shall not be obligated to provide any medical benefit for such employee.

4.7 Uniform Allowance: The City will provide each unit member a uniform allowance in the amount of one thousand five hundred dollars (\$1,500) per year. The uniform allowance shall be payable in equal amounts per biweekly pay period.

4.8 Retirement:

- A. For unit members hired before July 1, 2011, the City will provide a retirement plan with the California Public Employees' Retirement System ("CalPERS"), and such plan shall be the three percent (3%) at fifty (50) CHP plan with military buy-back, and the "highest year" amendment. Unit members under this plan shall pay the full employee's share of the CalPERS contribution.
- B. For unit members hired on or after July 1, 2011, and before January 1, 2013, the City will provide a retirement plan with CalPERS, and such plan shall be three percent (3%) at fifty-five (55). Unit members under this plan shall pay the full employee's share of the CalPERS contribution.
- C. For unit members hired on or after January 1, 2013, who are not CalPERS "Classic" employees and are not eligible for reciprocity, the City will provide a retirement plan with CalPERS, and such plan shall be two point seven percent (2.7%) at fifty-seven (57). Unit members under this plan shall pay at least 50% of the total normal cost.
- D. Employee contribution toward employer's share of contributions to the respective retirement plans:
 - (1) Effective the first pay period following ratification, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6.C., will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution.
 - (2) Effective July 1, 2014, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6.C., will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution, for a total of two percent (2%) of the employer's share of the CalPERS contribution.
 - (3) Effective July 1, 2015, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6.C., will contribute an additional one percent (1%) of the employer's share of the CalPERS contribution. By July 1, 2015, unit members who are not required to pay 50% of the normal cost pursuant to Article 4.6.C., will be contributing a total of three percent (3%) toward the employer's share of the CalPERS contribution for a maximum total contribution of twelve percent (12%).
- E. Effective January 1, 2013, the Public Employees' Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.
- F. During the term of this MOU (7/1/2024 – 6/30/2026), if the PERS Discount Rate is reduced to six and a half percent (6.5%), the City may initiate re-opener

bargaining regarding employee contribution of an additional half percent (.5%) toward pensions.

- 4.9 Life Insurance: Unit members hired after October 31, 1996, and any other unit members not eligible for the whole life insurance policy program will be provided with a one hundred thousand dollar (\$100,000) term life insurance policy. Such unit members will not be eligible for the whole life insurance policy program.

City will continue to provide the existing whole life insurance policy program to those unit members on that program. When each such whole life insurance policy is paid by City under its current program, City will have no further obligation for life insurance to such unit members. The policy, when paid up, shall be owned by each unit member and City will release all interest therein. An employee for whom the City continues to provide a whole life insurance policy shall not be eligible for City paid term insurance.

4.10 Certificate Incentive Program:

The following certificate incentives will be provided to unit members:

- (i) The City will pay three percent (3.0%) of base salary to those sworn personnel presently holding or hereafter obtaining a P.O.S.T. Intermediate Certificate.
- (ii) The City will pay an additional five percent (5.0%) of base salary to those sworn personnel presently holding or hereafter obtaining a P.O.S.T. Advanced Certificate.
- (iii) The City will pay an additional five percent (5.0%) of base salary to those sworn personnel presently holding or hereafter obtaining a P.O.S.T. Supervisory Certificate.
- (iv) The City will pay a maximum amount of thirteen percent (13.0%) of base salary to those sworn personnel holding an Intermediate, Advanced, and Supervisory Certificate.

4.11 Bilingual Certification and Compensation:

- (a) Compensation. Effective the second pay period after City Council approval of this MOU, for those employees certified by the department as bilingual in Spanish, Polish, Arabic or American Sign Language, the City will pay three hundred fifty dollars (\$350) per month. As employees become certified, this pay will commence on the first day of the first pay period following their certification.
- (b) Certification. The certification process will be administered through a third party neutral service contracted by the City to conduct bilingual certification.

Employees wishing to be certified as bilingual must make a written request to the City's Human Resources Manager. Upon such written request, the Human Resources Manager will consult with the Police Chief to determine the need for bilingual services, and if the City determines that such services are needed, the Human Resources Division will schedule a telephone and/or in-person bilingual examination with a bilingual certification representative and the employee.

The Human Resources Division will administer requested bilingual examinations as soon as practicable, but on no less than a quarterly basis.

The bilingual examination will be scored on a pass/fail basis. Examination scores are final and non-appealable. Employees who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of six (6) months following the failed or missed examination. Employees who pass the examination will be certified as bilingual by the City.

Employees who are certified as bilingual by the City shall not be required to recertify to continue to receive the bilingual pay. Employees who were certified as bilingual while represented by the Hemet Police Officers Association shall not be required to recertify.

The City agrees to notify new employees of the bilingual pay program during orientation.

Additional languages can be included in the bilingual pay program at the discretion and upon approval of the City Manager or designee in consultation with the Police Chief or designee.

- 4.12 Disability Insurance: On behalf of each unit member 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 maximum monthly benefit of \$5,000, after a thirty (30) day waiting period. In no case shall the policy require sick leave to be drawn beyond the initial 30-day period.
- 4.13 Jury Duty: A unit member on jury duty will receive full pay and benefits. Any compensation for such jury duty (except travel pay) shall be returned to City.
- 4.14 Educational Reimbursement:
 - A. Full-time, regular employees shall qualify for participation in the tuition reimbursement program. Reimbursement will be subject to the following:

- (1) 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.
 - (2) The employee must be enrolled in an institution of higher education fully accredited by the Western Association of Schools and Colleges ("WASC"), with the exception that any employee who is enrolled at a non-WASC accredited institution shall be deemed a legacy beneficiary of this section, so long as they were enrolled in such college or university prior to July 31, 2024.
 - (3) Each employee must attend on their 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.
 - (4) Employees planning on taking classes or entering a specific program that may be reimbursable will obtain approval for the reimbursement prior to enrollment.
 - (5) Such reimbursement shall include tuition, necessary 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, the employee shall attach the grade report along with receipts for eligible reimbursements to their approved application for educational assistance and present it to the Chief of Police or designee. The Chief of Police or designee will forward the records of completion to the Director of Human Resources.
- C. Reimbursement is limited to five thousand five hundred dollars (\$5,500 per calendar year).
- D. Should the employee leave City service within one year after completion of course(s) paid for by the City, the costs of such course(s) will be deducted from the employee's last paycheck. 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 year of leaving City service. The City Manager or designee may alter the above requirement in unusual circumstances.
- E. Unit members 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 fifty dollars (\$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.

4.15 Deferred Compensation: City to match dollar for dollar into the employee deferred compensation plan (457), up to a maximum of two-hundred fifty dollars (\$250.00) per month.

4.16 Longevity Pay:

(a) 10-Year Stipend

Effective the second full pay period after City Council approval of this MOU, all unit members with ten (10) years or more of service as a sworn peace officer shall be paid a stipend of eight hundred seventy dollars (\$870) per month.

(b) 15-Year Stipend

Effective the second full pay period after City Council approval of this MOU, all unit members with fifteen (15) years or more of service as a sworn peace officer shall be paid a stipend of one thousand five hundred sixty dollars (\$1,560) per month in total.

4.17 Equipment Loan Program. The City will make available to unit members loans of up to five thousand dollars (\$5,000) for equipment, including gym equipment.

ARTICLE V - LEAVES

5.1 Personal Time Off:

A. City will administer a Personal Time Off (PTO) program which will provide for vacations, bereavement leave and management leave. The PTO program combines earned vacation, management leave, and a portion of sick leave benefits.

B. Unit members will accrue PTO according to the following table one (1) day is equivalent of eight (8) hours:

Length of Service	Vacation Days	Management Leave	Sick Leave	Total PTO
Captain:				
1-12 yrs.	20	5	6	35
12 + years	21	5	6	36
Lieutenant:				
1-12 yrs.	20	5	6	31
12 + years	21	5	6	32
Police Sergeant:				
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

C. Guidelines for Use of Personal Time Off:

- (1) 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 unit member’s supervisor and/or department head.
- (2) Accumulation of PTO shall be limited to an amount equal to a unit member’s maximum accrual for a twenty-four (24)-month period. 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.
- (3) PTO must be exhausted before a leave of absence without pay will be granted.
- (4) When a unit member is using PTO and becomes ill or injured, they may use sick leave when eligible.
- (5) The policy of the City Council regarding PTO sellback is:
 - a. Can sell accumulated PTO not more than once each quarter.
 - b. Must obtain approval of the City Manager or designee for the sellback.
 - c. May not sell more than 176 hours per calendar year.
 - d. There shall be no sellback of vacation time from July 1, 2024 through December 31, 2024. The sellback of vacation time from

January 1, 2025 through June 30, 2026 shall be limited to eighty (80) hours.

- e. There shall be a temporary increase in the vacation accrual cap of forty (40) hours only for term of this MOU (July 1, 2024 – January 30, 2026). Upon expiration of this MOU, the cap shall return to the status quo ante.
- (6) In the event one or more holidays fall during a period when a unit member is on PTO, those hours shall be credited as holiday pay and shall not be charged as PTO.
- (7) Upon termination of employment, a unit member will be paid for the balance of their PTO at the rate of one hundred percent (100%) of current salary. In the event of death, payment will be made to the employee's estate or to a beneficiary so designated by the employee.

5.2 Sick Leave:

- A. Sick leave shall be earned at the rate of four (4) hours per month and will have no accumulation limitation.
- B. Reasonable proof of illness may be required.
- C. Personal time off shall be applied when all sick leave hours have been used.
- D. Sick leave may be used to care for "family" as defined under Labor Code 233 and addressed in Labor Code 245.5(c) as follows:

(1) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status

(2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child

(3) A spouse

(4) A registered domestic partner

(5) A grandparent

(6) A grandchild

(7) A sibling

(8) A designated person, which, for purposes of this article, means a person identified by the employee at the time the employee paid sick days. An employer

may limit an employee to one designated person per 12-month period for paid sick days

- E. 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 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 City; payoff shall be prorated upon last five (5) years of service.
 - (3) Seventy-five percent (75%) of all accumulated sick leave after twenty (20) years of service with City; payoff shall be prorated upon last five (5) years of service.
- F. Newly-hired unit members shall be given a credit of one hundred twenty (120) hours of sick leave to their sick leave account for the first two and one-half (2 ½) years of service.

Accrual of additional sick leave will commence at the beginning of the thirty-first (31st) day of service.

5.3 Extended Leave of Absence: The City Manager or designee may, upon written request of a regular employee, grant a leave of absence without pay for a period not to exceed one (1) year. Failure on the part of the employee on leave to report to the City Manager or designee promptly at the expiration of the leave, or within a reasonable time after notice by the City Manager or designee to return to duty after leave, shall be cause for discharge.

5.4 Temporary Disability Leave/Pregnancy Leave: A unit member applying for temporary disability leave due to illness, injury, or pregnancy shall submit an appropriate medical certificate from a licensed physician. The certificate shall advise City as to the health and welfare of the unit member in relationship to the physical and emotional demands of the unit member's position. The certificate shall further advise of the estimated length of disability. Disability leave shall be granted at the sole discretion of City, unless otherwise regulated by law. A unit member on temporary disability leave may utilize approved personal time off and sick leave credits. Remaining disability leave shall be without pay.

Unit members on approved temporary disability leave may continue medical insurance (all benefits are continued by the City until it becomes a leave without pay or after twelve weeks if FMLA) and life insurance benefits at their own expense after the effective date of said leave of absence.

- 5.5 Bereavement Leave: Unit members shall be allowed up to five paid (5) non-consecutive days of bereavement leave per loss of a family member which is defined as: spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild.

ARTICLE VI - HOLIDAYS

- 6.1 Any unit member who is regularly scheduled to work on the holiday, but is granted leave for its observance, shall be credited with holiday pay in the amount of their regularly-scheduled shift for that day.

- 6.2 Unit Members shall be granted the following holidays:

- A. New Year's Day (January 1)
- B. Martin Luther King Day (third Monday in January)
- C. President's Day (third Monday in February)
- D. Memorial Day (last Monday in May)
- E. Independence Day (July 4)
- F. Labor Day (first Monday in September)
- G. Columbus Day (second Monday in October)
- H. Veteran's Day (November 11)
- I. Thanksgiving Day and the day after (fourth Thursday in November and the day after)
- J. Christmas Day (December 25)
- K. One (1) Floating Holiday

- 6.3 Procedure if Holiday Falls on Saturday or Sunday: For those unit members 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 Sunday, the following Monday shall be observed as a holiday.

- 6.4 Procedure if Holiday Falls on Regular Day Off: If a holiday occurs on a day which is the unit member's regular day off, he/she shall be entitled to holiday pay or to bank holiday time at the hour value that is equivalent to the employee's regularly scheduled work shift. For example; for an employee on a regularly scheduled eight (8) hour work day, the holiday pay shall be eight (8) hours. For an employee on a scheduled ten (10) hour work day, the holiday pay shall be ten (10) hours. For an employee on a scheduled twelve (12) hour work day, the holiday pay shall be twelve (12) hours.

All accrued and unused holiday time shall be cashed out automatically in the first pay period in December each calendar year.

The use of banked holiday time off shall be granted in the same manner as the use of Personal Time Off.

- 6.5 Unit Members Reporting Sick on Holidays: Unit members who report in as sick on a scheduled holiday shall be paid for the holiday, together with an appropriate amount of

sick leave pay for the hours actually missed. A commensurate deduction of hours will be made from accumulated sick leave.

- 6.6 Unit Members Required to Work on Holiday: Any unit member whose work schedule and assignment of duties requires him/her to work on an authorized holiday shall receive holiday time at the hour value that is equivalent to the employee's regularly scheduled work shift, in addition to their normal pay for the time worked. Normal pay shall include overtime pay where applicable. For example; for an employee on a regularly scheduled eight (8) hour work day, the holiday pay shall be eight (8) hours. For an employee on a scheduled ten (10) hour work day, the holiday pay shall be ten (10) hours. For an employee on a scheduled twelve (12) hour work day, the holiday pay shall be twelve (12) hours.

ARTICLE VII – PROMOTIONAL PROCESS

Association members seeking promotion must achieve a cumulative score of seventy percent (70%) during the promotional process in order to be eligible for promotion and placement on a list of candidates eligible for promotion to the relevant rank. Promotional candidates not receiving a cumulative score of seventy percent (70%) at the conclusion of the testing process will not be eligible for promotion.

ARTICLE VIII - COMPLETION OF MEET AND CONFER

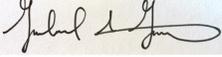
- 8.1 It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding such matters are hereby superseded or terminated in their entirety.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 Joint Labor Management Committee: During the term of this Memorandum of Understanding, the City and Employees agree to a Joint Labor Management Committee to discuss the following items:
- A. Health Benefits Committee to discuss options for increases to employee medical costs, such as co-pays and co-insurance, in an effort to manage premiums.

ARTICLE IX - SAVINGS CLAUSE

- 9.1 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 provisions 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.

HEMET POLICE MANAGEMENT ASSOCIATION, INC.

DocuSigned by:



7C44D694375F456...
Gabriel Gomez,
HPMA President

Signed by:



44AC3187D037486...
Josiah Douglas,
HPMA Vice President

Signed by:



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Art Paez,
HPMA Treasurer

DocuSigned by:



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Matthew Hiatt,
HPMA Secretary

Signed by:



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Brian Wood
Member/Counsel

CITY OF HEMET

Signed by:



7F9441EFA6FF47L...
Mark Prestwich,
City Manager

Signed by:



FE38A89AD00443F...
Peter Q. Nguyen,
Chief Negotiator

DocuSigned by:



552DCDF8C9ED40B...
Norma Rangel,
Human Resources Manager

DocuSigned by:



1153DB63D811438...
Joe Males,
Mayor

ATTEST AS TO FORM:

DocuSigned by:



CF04852F02B144D...
Steven Graham,
City Attorney

Dated: 8/29/2024

ATTEST:

DocuSigned by:



E809F7C3AE1A0432...
John Paul Maier,
City Clerk

Dated: 8/29/2024