

**Side Letter of Agreement  
City of Hemet and  
Hemet City Fire Fighters, IAFF Local No. 2342**

This Side Letter Agreement is entered into between the City of Hemet (City) and the Hemet Fire Fighters Association, IAFF Local No. 2342 (HFFA), pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA).

**WHEREAS**, the City and HFFA are parties to a Memorandum of Understanding (MOU) effective for the period from July 1, 2015 through June 30, 2021; and

**WHEREAS**, the City and HFFA have informally met and discussed the financial situation affecting the City as a result of the COVID-19 pandemic and its effect on the local, state and national economies; and

**WHEREAS**, the parties have agreed to extend the terms of the MOU and to adjust the provisions therein as set forth below.


**NOW, THEREFORE** the parties hereby agree as follows:

1. The term of the MOU shall be extended by two years, to June 30, 2023; provided, however, HFFA shall have the unilateral option to extend the term one additional year, to June 30, 2024, by providing the City written notice of such election during the month of May, 2022.
2. Article V of the MOU shall be amended to provide that the salary increase currently set forth in Section 2C (which the parties acknowledge is six percent (6%)) will not be provided, and in its place the City shall provide the following across the board base salary increases:
  - a. Effective the first day of the pay period beginning after July 1, 2020 - zero percent (0%).
  - b. Effective the first day of the pay period beginning after July 1, 2021 - three percent (3%).
  - c. Effective the first day of the pay period beginning after July 1, 2022 – three percent (3%); provided, however, if HFFA elects to extend the MOU by one year, to June 30, 2024, then this three percent (3%) base salary increase shall be deferred one year, to the first day of the pay period beginning after July 1, 2023.
3. The City shall offer a one-time retirement incentive of \$35,000 to one Fire Captain and one Fire Engineer. In the event there is more than one Captain and/or Engineer who wants to accept this incentive, it shall be given to the employee in each rank with the most City of Hemet seniority. The employees who accept this incentive must retire on or before July 15, 2020. This incentive shall be paid on their final paycheck, and the employees shall sign a waiver and release of claims under the Age Discrimination in Employment Act of 1967 as a condition of receiving this incentive.
4. The City hereby acknowledges that the members of HFFA, in electing to defer the salary increase to which they were entitled in July 2020, have saved the City a significant sum. In return, the City commits to HFFA that any compensation or benefit increase, of whatever type, character or form, provided to members of the Hemet Police Officers' Association ("HPOA"), the Hemet Police Management Association ("HPMA") or the Hemet Fire Department management ("HFD") during the term of the amended HFFA

MOU (whether through June 2023 or 2024), except for the existing compensation or benefit increases already expressly set forth in those associations' existing MOUs, shall be similarly provided to members of HFFA. If the compensation or benefit increases provided to members of the HPOA, the HPMA or HFDM are in a form not generally applicable to members of HFFA, then the parties shall meet and confer over the association-wide per member value of the benefits provided to HPOA, HPMA and/or HFDM and the manner in which HFFA shall receive an applicable increase in compensation or benefits of a similar per member value. For example, if HPOA were to receive a POST Certificate pay increase of 3% that roughly 50% of HPOA members qualified to receive, then the association-wide per member value is 1.5% (i.e., 50% of 3%) and the City and HFFA shall meet and confer to determine the appropriate increase in compensation or benefits to be provided to HFFA members that costs roughly 1.5% for the HFFA bargaining unit.

5. Except as changed herein by this agreement, all other existing wages, hours and other terms and conditions of employments shall remain in full force and effect.

**City of Hemet:**



\_\_\_\_\_  
Christopher Lopez, City Manager

6/11/2020

Date

**Hemet City Firefighters Assoc.**



\_\_\_\_\_  
Dave Prietto, President

6/15/2020

Date