



**CITY OF HEMET
Hemet, California
RESOLUTION NO. 4707**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, ESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE NEW
"BATTALION CHIEF" CLASSIFICATION FOR THE CITY
OF HEMET**

WHEREAS, the City Council has established a new Battalion Chief classification in the City's competitive service; and

WHEREAS, it is agreeable and desirable to define and establish the terms and conditions of employment applicable to the Battalion Chief classification; and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter; and

WHEREAS, it is the intent of this Resolution to set forth and clarify certain practices and procedures with regard to administration and nothing contained herein shall be deemed to supersede the City's Merit Personnel System, including personnel ordinances and resolutions, unless otherwise specifically addressed herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Hemet affirms that:

SECTION 1. Designated Classification

The Battalion Chief classification is designated as subject to the conditions set forth in this Resolution.

SECTION 2. Periodic Review and Amendment of Resolution.

The City Council reserves the right and discretion to review and amend this Resolution as it deems necessary.

SECTION 3. Establishment and Use of Salary Ranges and Salary Increases.

A. Salary Ranges.

1. The job classification covered by this Resolution shall have a salary range as approved by the City Council.

2. The salary range shall have five steps consisting of five percent (5%) increments, unless otherwise specified.

1 B. Merit/Performance Review.

- 2 1. Upon hire, the employee shall be paid a salary for six months from the
3 date of hire, based upon the established range for that position. At the
4 end of the six months the employee shall become eligible for a merit
5 increase. Thereafter, all future merit increases shall occur twelve
6 months from the date of the first merit increase.
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8 2. The City Manager, upon recommendation of the Department/Division
9 Head, shall have the authority to advance an individual within a range
10 a maximum of five percent (5%) for merit purposes. This advancement
11 may occur at the end of the initial six months after the date of hire, or
12 anytime thereafter.
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14 3. Salary appointment should be made at the first step of the salary range
15 for the particular classification in which the appointment is made. The
16 City Manager, upon recommendation of the Department/Division Head,
17 shall have the authority to appoint up to the midpoint of the range if
18 recruitment circumstances warrant. Appointment above the midpoint of
19 the range requires City Council approval.
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21 4. Advancement within a salary range shall be authorized only after the
22 affirmative action of the City Manager. Such action shall be based only
23 on satisfactory job performance.
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25 **SECTION 4. Hours and Work Schedule.**

26 A. Work Schedule.

27 Employees shall be assigned to a three platoon, 48/96 work schedule.
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29 B. Compensation at a Premium Rate for Additional Shifts Worked Beyond
30 the Regular Schedule.

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32 1. Employees who are assigned to work shifts in addition to the regular
33 48/96 work schedule shall receive compensation at a premium rate of
34 one and one-half times the base hourly rate for each hour worked
35 beyond the regular work schedule.
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37 2. Employees will not receive compensation at a premium rate under this
38 section in any workweek in which they have used paid leave or unpaid
39 leave time to cover any part of their regular assigned shift.
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41 **SECTION 5. Benefits.**

42 A. Health Insurance.

- 43 1. The City will provide health insurance to all full-time employees and
44 their dependents. The employees shall have a choice of the HMO or
45 PPO plans offered by the City. The City will contribute a maximum cap
46 of one-thousand, twenty-eight dollars and eighty-one cents (\$1028.81)

1 per month towards the health insurance premium of each employee in
2 paid status or in protected FMLA/CFRA/PDL leave status, or as
3 otherwise required by applicable law.
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- 5 2. The cap shall be referred to as the City's maximum liability. In the
6 event the total cost of coverage selected by the employee in any
7 specific month exceeds the maximum amount provided above, the
8 employee shall be responsible for the excess per month for the
9 medical premium. City is hereby authorized to make automatic payroll
10 deductions for any employee contributions which may be required.
11

12 B. Dental Benefit.

13 The City will provide a fully-paid Dental Plan provided that employees
14 comply with the applicable provider rules, such as open enrollment, etc.
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16 C. Vision Benefit.

- 17 1. The City will provide a fully-paid Vision Plan provided that employees
18 comply with the applicable provider rules, such as open enrollment,
19 etc.
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21 2. The maximum vision benefit per family per calendar year shall be four
22 hundred fifty dollars (\$450.00).
23
24 3. No vision benefit shall be payable for replacement of existing lenses
25 more than twice per year per individual.
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27 4. No vision benefit shall be payable for replacement of frames more than
28 once per year, per individual.
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30 5. No vision benefit shall be payable for lenses which are not prescription
31 lenses.
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33 6. The vision benefit may be used for laser eye surgery.
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36 D. Uniforms and Uniform Allowance.

- 37 1. Upon hire, the City shall provide each employee with any "Class A"
38 uniform items required by Department Rules and Regulations to be
39 worn during hours, at a value of approximately \$1,100.00. In each
40 subsequent, full calendar year of employment, the City will provide a
41 uniform allowance to cover the approximate cost of replacement items.
42
43 2. The uniform allowance, shall be payable in equal amounts of \$275.00
44 on the first paycheck of January, April, July and October of each year.
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1 3. Employees who work less than one full calendar year shall receive a
2 prorated allowance based on \$91.67 per full month of service.
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4 E. Retirement.

5 The City contracts with the California Public Employees Retirement
6 System (CalPERS) for active employees based upon a three-tier system:
7

- 8 1. Tier 1 – Applies to employees hired before February 24, 2012.
9 a. 3% at 50 Formula – The City shall continue to contract for the
10 three percent at 50 formula, as set for the in California
11 Government Code Section 21362.2, as well as all other optional
12 benefits presently in existence.
13 b. Final Compensation Based on Highest Twelve Month Period –
14 For purposes of determining a retirement benefit, final
15 compensation shall mean the highest twelve consecutive month
16 period as set forth in the City's contract with CalPERS.
17 c. Required Employee Contribution – Each employee shall pay
18 100% of the employee's share (currently 9%) of the normal cost
19 of pension benefits. Effective July 1, 2015, each employee
20 covered under this resolution shall also pay 3% of the
21 employer's share of compensation earnable toward the City's
22 normal cost of pension benefits, pursuant to 20516 of the
23 California Government Code.
24
25 2. Tier 2 – Applies to employees hired between February 24, 2012 and
26 December 31, 2012, and to employees hired after January 1, 2013
27 who are considered "Classic Members" as that term is used by the
28 Public Employees' Pension Reform Act of 2013 (PEPRA).
29 a. 3% at 55 Formula - The City shall contract for the three percent
30 at 55 formula, pursuant to California Government Code Section
31 21363.1, as well as all other optional benefits presently in
32 existence.
33 b. Final Compensation Based on Highest Twelve Month Period –
34 For purposes of determining a retirement benefit, final
35 compensation shall mean the highest twelve consecutive month
36 period as set forth in the City's contract with CalPERS.
37 c. Required Employee Contribution – Each employee shall pay
38 100% of the employee's share (currently 9%) of the normal cost
39 of pension benefits. Effective July 1, 2015, each employee
40 covered under this resolution shall also pay 3% of the
41 employer's share of compensation earnable toward the City's
42 normal cost of pension benefits, pursuant to 20516 of the
43 California Government Code.
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3. Tier 3 – Applies to employees hired on or after January 1, 2013, who are considered “New Members” as that term is used by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
 - a. 2.7% at 57 Formula – The City shall contract for the two-point-seven percent at 57 formula, as set for the in the California Government Code Section 7522.25, as well as all other optional benefits presently in existence.
 - b. Final Compensation Based on a Three-Year Average – For 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).
 - c. Required Employee Contribution – Each employee shall pay one-half of the normal cost of pension benefits.
 4. Contract amendment regarding cost-sharing
 - a. The City will initiate the CalPERS contract amendment process to document payment of 12% of compensation earnable toward the normal cost of pension benefits, the maximum member contribution permitted by Government Code Section 20516.5.
 - b. Until such time that the contract amendment takes effect, the 3% cost-sharing shall continue in effect outside of a CalPERS contract amendment, as authorized by Government Code Section 20516.

27 F. Retiree Health Insurance.

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1. Employees hired before January 1, 1998 shall receive retiree health benefits pursuant to Resolution Numbers 4198, 4190, 3349, 3317, and 3209.
 2. For employees hired on or after January 1, 1998, in lieu of a retiree health insurance benefit, the City shall contribute one hundred dollars per month to a 457 deferred compensation plan established for each employee.

36 G. Long Term Disability.

37 The City shall provide, on behalf of each employee, a long-term disability
38 plan with not more than a thirty day waiting period. The plan shall provide
39 coverage equal to sixty percent of total salary, with a maximum monthly
40 benefit of \$11,500.00 after a thirty day waiting period.

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42 H. Life Insurance.

43 The City shall provide to each employee a \$50,000 term life insurance
44 policy.
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I. Educational Reimbursement.

1. 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:
 - a. The course elected must be of benefit to the City and directly related to the employee's current duties or future employment with the City. Courses taken to satisfy a degree requirement may be approved, provided that the degree goal is in the field of current employment of the employee or future employment with the City.
 - b. Each employee must attend on his/her own time and complete the course satisfactorily with a passing grade of "C" or its numerical equivalent, or a "pass" or "credit" for the class.
 - c. The employee should obtain approval, in writing, from, the Fire Chief prior to enrolling in the course.
 - d. Such reimbursement shall include tuition, books and parking fees used to complete course requirements on assigned projects, but shall not include travel time, mileage, or other miscellaneous costs.
2. 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.
3. Applications for reimbursement will be accepted no later than one month after the course grades have been distributed.
4. The Human Resources Manager will authorize a tuition reimbursement upon certification of satisfactory completion.
5. Reimbursement is limited to \$2,000.00 per calendar year.
6. Copies of courses completed and the grades attained will be maintained in the employee's personnel file and in the department's file.
7. 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.

1 **SECTION 6. Leaves.**

2 A. Personal Time Off.

- 3 1. The City will administer a Personal Time Off (PTO) program which will
4 provide for vacations, bereavement leave and management leave.
5 The PTO program combines earned vacation, management leave, and
6 a portion of sick leave benefits.
7 2. Employees will accrue PTO according to the following table:
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Length of Service	Vacation	Management Leave	Sick Leave	Total PTO
1-12 years	240 hours	60 hours	72 hours	372 hours
12+ years	252 hours	60 hours	72 hours	384 hours

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10 3. Guidelines for Use of Personal Time Off:

- 11 a. PTO may be used as soon as indicated on the employee's pay
12 stub (but may not be used in advance) and must be approved
13 by the employee's supervisor and/or Fire Chief, unless
14 otherwise required by law.
15 b. Accumulation of PTO shall be limited to an amount equal to
16 twice the employee's maximum accrual for length of service. An
17 employee who has reached the maximum accrual shall cease
18 accruing additional PTO until their leave balance drops below
19 the maximum accrual.
20 c. PTO must be exhausted before an unpaid leave of absence will
21 be granted.
22 d. When an employee is using PTO and becomes ill or injured,
23 they may use sick leave when eligible. Under those
24 circumstances, upon the verbal or written notification of an
25 eligible employee, the City shall permit the use of earned and
26 unused sick leave for the purposes specified in California Labor
27 Code § 246.5(a).
28 e. Employees may sell back PTO according to the following
29 provisions:
30 i. PTO cannot be sold more than once per quarter.
31 ii. PTO sellback must be approved by the City Manager.
32 iii. An employee may not sell more than 176 hours of PTO
33 per calendar year.
34 iv. An employee shall be prohibited from selling PTO if,
35 during the past six months, the employee has received
36 discipline in the form of a suspension without pay, a
37 reduction in salary, or a demotion.
38 f. Upon termination of employment, an employee will be paid for
39 the balance of their PTO at the rate of one hundred percent of
40 current salary.
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1 B. Sick Leave.

- 2 1. Sick leave shall be earned at the rate of six hours per month and will
3 have no accumulation limitation.
4 2. Upon the verbal or written notification of an eligible employee, the City
5 shall permit the use of earned sick leave for the purposes specified in
6 California Labor Code § 246.5(a).
7 3. An employee shall contact the Fire Chief within one hour of the
8 commencement of the work shift, or as soon as practicable, to report
9 the need for sick leave. If the need for sick leave unforeseeably arises
10 at an employee's work site, the employee must notify the Fire Chief
11 before the employee leaves the work site prior to completion of the
12 work shift, or as soon as practicable.
13 4. Reasonable proof of illness may be required where permitted by law.
14 5. Personal time off (PTO) shall be applied when all sick leave hours
15 have been used. Under those circumstances, upon the verbal or
16 written notification of an eligible employee, the City shall permit the use
17 of earned and unused PTO for the purposes specified in California
18 Labor Code § 246.5(a).
19 6. The following payoff provision for accumulated sick leave upon
20 retirement, disability or death shall apply:
21 a. Twenty-five percent of all accumulated sick leave after five
22 years of service with the City; payoff shall be prorated upon the
23 last five years of service;
24 b. Fifty percent of all accumulated sick leave after ten years of
25 service with the City; payoff shall be prorated upon the last five
26 years of service;
27 c. Seventy-five percent of all accumulated sick leave after twenty
28 years of service with the City; payoff shall be prorated upon the
29 last five years of service.

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31 C. Holiday Pay.

32 Employees working 24 hour shifts shall be entitled to ninety-nine hours (9
33 hours times 11 holidays) per calendar year as holiday pay. The City shall
34 pay holiday pay in equal sums on a quarterly basis. Employees who are
35 employed less than one year shall be paid holiday pay on a pro rata basis
36 for each month of service.
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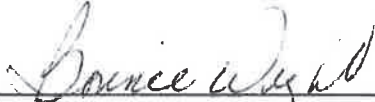
38 D. Jury Duty.

39 Any employee who is called or required to serve as a trial juror shall be
40 entitled to a ten day (court business days) leave of absence during the
41 period of such service or while necessarily being present in court as a
42 result of such call. The City will continue paid jury duty leave for those
43 employees whose jury assignment, though originally estimated for ten
44 days or less, was continued beyond the estimated time. Under such
45 circumstances, the employee shall be paid the difference between their
46 full salary and any payment received, except travel pay, for such duty.


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2 **SECTION 7. Applicability of Personnel Rules.**
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4 In addition to the terms and conditions set forth in this Resolution, employees
5 shall be subject to the City's Personnel Rules. In the event of an express conflict
6 between the Personnel Rules and this Resolution, the terms of this Resolution
7 shall control.
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9 **PASSED, APPROVED, AND ADOPTED this 27th day of September, 2016.**
10

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13 _____
14 Bonnie Wright, Mayor
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18 **ATTEST:**

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21 Sarah McComas, City Clerk
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APPROVED AS TO FORM:



Eric S. Vail, City Attorney

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State of California)
County of Riverside)
City of Hemet)

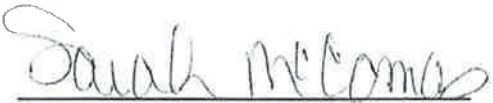
I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing Resolution is the actual Resolution adopted by the City Council of the City of Hemet and was passed at a regular meeting of the City Council on the 27th day of September, 2016 by the following vote:

AYES: Council Members Krupa, Milne and Youssef, Mayor Pro Tem Raver and Mayor Wright

NOES:

ABSTAIN:

ABSENT:


Sarah McComas, City Clerk