

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
COUNTY OF IMPERIAL  
AND THE  
TEAMSTERS LOCAL UNION 542

Effective  
July 1, 2025, through June 30, 2027

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## **ARTICLE 1 TERM**

- 1.1 Upon agreement of the parties, ratification by the bargaining units and adoption by the Board of Supervisors, this MOU shall be in effect for the term of July 1, 2025, through June 30, 2027.
- 1.2 Between March 1 and March 30, 2027, either party may submit a written request to begin negotiations for a successor MOU to the County. Failure to provide notice within this time period shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained therein.

## **ARTICLE 2 COVERED EMPLOYEES**

This MOU is made and entered into between the County of Imperial ("County") and the Teamsters Local Union 542.

- 2.1 Covered Employee Units: All employees designated by the Board of Supervisors as members of the following bargaining units are covered by the provisions of this MOU:

Technical Unit  
Crafts, Labor and Trades Unit  
Clerical Unit

- 2.2 The Teamsters Local Union 542 is the sole and exclusive bargaining representative for the above indicated bargaining units. The positions and classifications included in such units are identified in Exhibit B to this MOU.

The bargaining unit shall include permanent, probationary employees, extra-help, seasonal, special assignment, limited term, substitute and temporary employees. Notwithstanding the above, the terms and benefits of this MOU generally do not apply to extra help, seasonal, special assignment, limited term, substitute and temporary employees, unless expressly provided herein.

The County agrees to consider a request to apply certain terms of this MOU to extra help, seasonal, special assignment, limited term, substitute and temporary employees, limited to Article 1, Article 2, Article 3, Article 4, Article 5, Article 20, Article 21, Article 23, Article 27, Article 29, Article 34, Article 35 and Article 36. Such consideration shall be limited to articles that do not extend benefits or rights not already established by separate county ordinances or policies.

- 2.3 The County agrees to consider, pursuant to the County's Employer Employee Relations Policy, Article IX Modification of Authorized Units, Teamsters request to modify the Technical Unit, Crafts, Labor and Trades Unit, Clerical Unit, to allow the inclusion of Extra Help, Seasonal, Special Assignment, Limited Term, Substitute, and Temporary Employees in each of the units.

### **ARTICLE 3 RECOGNITION AND STATUS OF AGREEMENT**

The County recognizes the Union as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer/employee relations, including, but not limited to, wages, hours and other terms and conditions of employment pursuant to the California Government Code Section 3500, *et seq.*, for all of the positions in these bargaining units.

- 3.1 The County and Union agree that no employee hereunder will be unlawfully coerced or discriminated against, because of membership in or lawful activity on behalf of the Union or refusal to participate in Union activities or to join the Union
- 3.2 Any decisions or agreements relating to matters within the scope of representation, or to the interpretation or application of this Memorandum of Understanding, made jointly between the County and the Union shall be binding on every individual claiming or entitled to the benefits of this Agreement.
- 3.3 The designation of management and confidential employees, and the classification of other employees and positions covered by this Agreement shall be determined by the Board of Supervisors pursuant to the County's adopted Employer/Employee Relations Policy. The County shall meet and confer with the Union over any proposed designations or significant changes in a classification.
- 3.4 Where such intent is clearly indicated by the language of this Agreement, the expressed and specific provisions of this Agreement shall prevail over conflicting practices, policies, procedures, rules and regulations pertaining to employees.
- 3.5 Nothing herein shall be construed as depriving the County of its power to act in cases of emergency pursuant to Government Code Section 3504.5.
- 3.6 Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly authorized and signed by both parties. Nothing herein shall be considered as limiting the section of this Agreement on clarification rights provided for in Article 20.

### **ARTICLE 4 TEAMSTERS LOCAL UNION 542 RIGHTS**

#### **4.1 Representation**

Teamsters Local Union 542 has the right to represent employees as specified by State law and pursuant to the County's Employer/Employee Relation Policy. Teamsters Local Union

542 will notify the Director of Human Resources all authorized business agents and shop stewards.

#### 4.2 Official Representatives for Meet and Confer

Meeting and conferring between the County and Teamsters Local Union 542 shall occur during regular County business hours and, at other times, by mutual agreement. The parties will cooperate in scheduling sessions. No more than ten (10) shop stewards may receive paid release time for meeting and conferring with County representatives. Teamsters Local Union 542 will also have a Business Agent at the sessions. Teamsters Local Union 542 shall notify the Director of Human Resources in writing no later than May 1<sup>st</sup> of each year of the names of its team members. Teamsters Local Union 542 will notify the Director of Human Resources in writing of any substitutions of shop stewards at least one business day before each session, except in the case of an emergency.

#### 4.3 Teamsters Local 542 Lapel Pin

County Employees who are members of the Teamsters Local 542 shall have the right to wear one Teamsters Union Lapel Pin, no larger than 1 inch in diameter, so long as it does not compromise on the job safety.

### **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 All management rights and functions shall remain vested exclusively with the County except those which are clearly and expressly limited in this memorandum.

5.2 It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- a. The right to determine the mission of each of its agencies, departments, institutions, boards and commissions including the standards of services to be offered.
- b. The right of full and exclusive control of the management of the County; supervision of all operations: determination of the methods and means of performing any and all work and composition, assignment, directions, location and determination of the size and mission of the work force.
- c. The right to determine the work to be done by the employees including establishment of levels of service and staffing patterns.
- d. The right to change or introduce new or improved operations, methods, means or facilities; or contract for work to be done.
- e. Subject to County Ordinances: the right to set and enforce performance standards, and to promote, reclassify, transfer, assign, release and lay-off employees; to suspend, demote, reduce in step or range, discipline and discharge employees for cause; to prescribe qualifications for employment and determine whether they are met.

- f. All the rights, responsibilities and prerogatives that is inherent in the County by virtue of all federal, state and local laws and regulations.
- g. The exercise by the County through its Board of Supervisors and management personnel of the rights enumerated herein above shall not in any way directly or indirectly be subject to the grievance procedure set forth herein.

## **ARTICLE 6 WORK WEEK**

- 6.1 Compensation for County employees is predicated upon the performance of an 80-hour biweekly pay period. The work week shall be established by the Board of Supervisors.
- 6.2 All employees are entitled to two 15-minute rest periods for each eight (8) hours worked, except for specific job assignments designated by the department head where periodic breaks occur throughout the day due to work peaks and stoppages. This 15-minute period is calculated from the time the employee leaves his or her workstation until he or she returns.
- 6.3 No employee shall leave an office or telephone unattended to take a rest period unless another employee temporarily covers his or her workstation. Department heads shall not arbitrarily prohibit employees from leaving their immediate work areas or the buildings in which they work during a rest period but may do so if workstations would thereby be unattended or if it would be impractical to leave and return to the area in 15 minutes.
- 6.4 Unused rest periods shall not accumulate.
- 6.5 Emergency situations take precedence over rest periods.
- 6.6 Longer lunch periods shall not be taken in lieu of rest periods nor may the workday be shortened in lieu of rest periods.
- 6.7 Enforcement of the above rules is the responsibility of the department head, and violation may be grounds for disciplinary action.

## **ARTICLE 7 COMPENSATION**

### **Salary Wage Adjustment:**

The County proposes a 3% base wage adjustment retroactive to effective date of July 1, 2025

The County proposes a 3% base wage adjustment effective July 1, 2026.

The compensation increases provided during the term of this MOU shall satisfy any and all obligations of the parties to reopen Article 7 of the MOU for further negotiations. No further reopeners on economic issues, including salaries, shall be required during the term of this MOU.

## **ARTICLE 8 MISCELLANEOUS ALLOWANCES AND COMPENSATION**

## 8.1 Overtime

It is the policy of the County that overtime work is discouraged. Department heads are responsible for the advanced planning required to minimize the need for overtime. Department heads may authorize payment for overtime work with prior approval of the Board of Supervisors. No employee shall be allowed to work overtime without the express prior approval of the department head, regardless of whether the overtime is compensated in wages or compensatory time off. Employees shall be compensated at the rate of one and one-half times the employee's regular rate of pay or one and one-half times compensatory time off for all authorized hours worked in excess of forty (40) hours in any work week. All hours worked beyond the normal workday shall be reported on the payroll certificate covering the period in which such time was worked, even when the total number of hours shown for the workweek does not exceed forty (40) hours. The parties agree that this provision also defines "overtime" for purposes of Section 12.5(b) of this MOU but shall not otherwise affect the implementation of that section.

Except in cases of emergency, as determined by the supervisor, supervisors should provide to employees with as much notice as is reasonable under the circumstances when directing an employee to perform overtime. Except in the case of emergency, as determined by the supervisor, supervisors will also attempt to assign an equally qualified replacement where the employee has a previously existing obligation after the completion of the employee's regular work hours.

## 8.2 Out-of-Class Work

Employees required to work out of classification by their department heads for a period exceeding thirty (30) calendar days (waiting period) duration shall receive a salary increase for all such work performed in excess of the said thirty (30) day waiting period. The salary increases shall be a minimum of five percent (5%) and at least at the level of the first salary step of the salary range of the job classification in which such work is being performed. When employees are required by their department heads to work out-of-class, the department head shall request approval of the out-of-class salary increase from the Director of Human Resources, and such an increase shall be granted if approved by the Director of Human Resources. Such out-of-class work salary increases may be granted upon the approval of the Director of Human Resources for a maximum period of ninety (90) days. Any increase granted in excess of ninety (90) days must be approved by the Board of Supervisors upon the request of the department head. This provision shall not apply to persons who are incumbents of training positions directed to eventual employment in a higher-level job classification.

The thirty (30)-calendar day waiting period will be waived if the employee has been approved for out of class pay within the last three (3) years for the same assignment.



### 8.3 Shift Differential

Employees who are required to work certain types of work shifts outside normal working hours, shall receive shift differential pay in addition to their regular salaries as follows: (a) a differential of five percent (5%) of regular salary payment for those employees who are required to work more than half their scheduled hours between 3:00 p.m. and 11:00 p.m.; (b) a differential of seven and one-half percent (7.5%) of regular salary payment for those employees who are required to work more than half of their scheduled hours between 11:00 p.m. and 7:00 a.m.

### 8.4 Uniform Allowance

For Building Maintenance Workers II, Building Maintenance Workers III, Electricians, Painters, Plumbers, Carpenters, Locksmiths, Building Service workers, and classifications in the Public Works Department expressly listed in this section of the Memorandum of Understanding, and any other classifications deemed appropriate by the County Executive Officer in Facilities Maintenance, classifications in the Public Health Department of Animal Shelter Attendant and Vector Control Technician, Cooperative Extension, the County will provide the following:

- (a) Enter into a contract with another agency or enterprise to provide uniforms to all such employees, under reasonable standards established by the County; or
- (b) The County will provide a uniform allowance of \$700.00 per year to each Park Ranger, and \$900.00 for classifications of Animal Control Officer, Senior Animal Control, and Animal Shelter Attendant required by the County to wear a uniform; and
- (c) The Sheriff Department's Clerical Classifications shall receive seven (7) shirts by the County annually.
- (d) The County will provide a uniform allowance of \$500.00 per year to each Fire Code Inspector.

#### Uniform Allowance, Boot

The County will provide employees in the Public Works Road Division with a stipend of \$300 per calendar year for the purpose of purchasing Public Works Road Boots. The Public Work Road boots shall be slip resistant and chemical resistant.

The County will provide employees in the Public Works Solid Waste Division with a stipend of \$300 per calendar year for the purpose of purchasing Solid Waste Boots. Solid Waste Boots shall be steel toe, puncture resistant and chemical resistant.

The County will provide employees in the Facilities Management Division with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The Facilities Management boots shall be slip resistant and chemical resistant.

The County will provide employees in the Parks and Recreation Division with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The Parks and Recreation boots shall be slip resistant and chemical resistant.

The County will provide employees in the Public Health Department with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The classifications in the Public Health Department of Animal Shelter Attendant, Animal Control Officer, Senior Animal Control Officer and Vector Control Technician boots shall be slip resistant and chemical resistant.

The County will provide employees in the Fire Department with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The classification in the Fire Department of Fire Code Inspector. The boots shall be slip resistant and chemical resistant.

The County will provide employees in the Fleet Services Division with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The classifications of Automotive Mechanic and Automotive Service Worker. The boots shall be steel toe, puncture resistant and chemical resistant.

The County will provide employees in the Agricultural Commission Department with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The classification in the Agricultural Commission Department of Agricultural Assistant – Standard Technician. The boots shall be slip resistant and chemical resistant. For employees assigned to the Weights and Measures Division, the boots shall be steel toe, puncture resistant and chemical resistant.

The County will provide employees in the Public Administrator Department with a stipend of \$300 per calendar year for the purpose of purchasing safety boots. The classifications in the Public Administrator Department of Estate Property Coordinator, Deputy Public Guardian – Administrator I/II and Public Guardian Administrator Assistant. The boots shall be slip resistant and chemical resistant.

County provided uniforms and/or boots must be worn at all times.

#### 8.4 Increase Within Range

Every employee occupying a permanent position in the classified service shall have an anniversary date, which shall be his/her annual salary increase eligibility date. Two pay periods before an employee's anniversary date until the employee reaches his/her maximum salary step of the appropriate range, the department head shall advise the Director of Human Resources in writing on the appropriate form whether he wishes to grant or deny the salary increase, supplementing his recommendation by a performance rating indicating satisfactory or unsatisfactory work performance, which has been discussed with the employee. If work performance has been satisfactory, the recommendation shall be to grant the increase. The

Director of Human Resources shall forward a copy of the notice to the County Auditor/Controller with his endorsement and such notification shall constitute authorization for the Auditor/Controller to grant the increase in calculating payment to the employee. Anniversary step increases shall become effective at the beginning of a pay period during which the anniversary date falls. However, the department head may recommend that the employee be advanced to the next higher step of the salary range at the beginning of any pay period subsequent to said employee's anniversary date. In that event, a new anniversary date shall be established for the purpose of annual salary increases, and that shall be the effective date of eligibility for subsequent step advancements.

#### **8.5 Overtime Pay For Social Workers**

All Social Workers who are required to make home visits after working hours in regard to the Child Protective Services Program shall be paid time at the rate equal of 1-1/2 of their actual rate of pay for time spent responding to emergency calls while serving on-call duty.

#### **8.7 Compensatory Time**

- a. All authorized hours worked beyond the normal workday shall be reported on the payroll certificate covering the period in which such time was worked, even if the total number of hours shown for the workweek does not exceed forty (40) hours. This provision does not mean that overtime will be paid for such hours worked, if not otherwise required by law.
- b. Employees may accumulate compensatory time off (CTO) up to a maximum of two hundred forty (240) hours. However, the Board of Supervisors may establish an accrual maximum that is less than 240 hours.
- c. An employee with accumulated CTO is permitted to use that time within a reasonable period after making the request unless using CTO will unduly disrupt the operations of the County.
- d. Department heads shall arrange for employees to take earned compensatory time off within one year from the date the overtime was worked. When scheduling leave of absence with pay, the department head shall notify the employee in writing of the compensatory time he or she has accrued and the time during which such leave of absence shall be taken.

### **ARTICLE 9 VACATION**

#### **9.1 Accrual**

Every person holding a permanent position in the classified service shall be entitled to an annual paid vacation of fifteen (15) working days for each year of full-time service. Computation shall be based on .05769 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period. Employees who have completed fifteen (15) years' service shall be entitled to twenty (20) working days annual vacation. Computation of twenty

(20) working days annual vacation shall be based on .07692 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period.

## 9.2 Eligibility

All permanent County employees covered by this Memorandum shall be eligible to take vacations when one (1) year of continuous County employment is completed. All vacations shall be scheduled and taken subject to the approval of the employee's department head.

# ARTICLE 10      HOLIDAYS

## 10.1 Holidays

The following are established as holidays for all persons covered by this Memorandum:

- a. January 1<sup>st</sup>
- b. The third Monday in January (Martin Luther King, Jr. Day)
- c. The third Monday in February
- d. March 31<sup>st</sup> Cesar Chavez Day
- e. One day spring holiday designated by the County.
- f. The last Monday in May
- g. July 4<sup>th</sup>
- h. The first Monday in September
- i. November 11<sup>th</sup> known as Veteran's Day
- j. The Thursday in November appointed as Thanksgiving
- k. The Friday following Thanksgiving Day
- l. December 25<sup>th</sup>
- m. A birthday day off (personal day) will be scheduled on or near the employee's birthday. Such holiday shall not be carried over from year-to-year and shall be scheduled in cooperation with the Department Head consistent with the operational needs of the County. The holiday shall be an eight-hour period within a single day for employees who work a regularly scheduled eight-hour day or a regularly scheduled nine-hour day, and a ten-hour day if the unit member is regularly scheduled to work a ten-hour day.

In the event any of the above holidays falling on Sunday, the following Monday shall be deemed a holiday in lieu thereof; if the holiday falls on Saturday, the preceding Friday shall be deemed a holiday in lieu thereof.

#### 10.2 Holidays Worked

All employees covered by this Memorandum, who are required to work on a holiday, shall be compensated for such work performed at the rate of one and one-half times their regular rate of pay.

### **ARTICLE 11 PAYDAY AND DEDUCTIONS**

County employees are paid on Friday every two weeks (bi-weekly). The paycheck represents earnings from a previous pay period running from Friday of one (1) week through Thursday two (2) weeks later. Five (5) days elapse after the end of the pay period before the employee is paid. Accompanying the check will be a statement of earnings, deductions, and accrual of vacation and sick leave benefits. The following deductions may be indicated:

- a. Federal Income Tax
- b. State Income Tax
- c. Retirement Contributions
- d. Group Insurance
- e. Special deductions for certain personnel

If there has been an error in the paycheck received, or if questions concerning the amount of the paycheck, the employee should see their immediate supervisor or the department payroll clerk or the payroll section of the Auditor-Controller's Office.

### **ARTICLE 12 SPECIAL PAY PRACTICE**

#### 12.1 Bilingual Differential Pay

Effective one full pay period following ratification of this MOU, the County shall compensate all employees entitled to the Bilingual Differential Pay pursuant to the Policy and Procedures for Payment of Bilingual Differential Pay. Payment shall be in the amount of thirty dollars (\$30.00) per pay period. No deduction shall be made for days not worked due to holidays or due to authorized vacation or sick leave.

#### 12.2 Mileage

For all employees who are required to use their private vehicle on County business, the County shall establish a per mile reimbursement rate that will be equal to the current rate of reimbursement of the Internal Revenue Service.

### 12.3 Split Shift Mileage

A bargaining unit member employed in a classification in the Parks and Recreation Department who is assigned in advance by his/her supervisor to work a "split shift" because of the absence from duty of another County employee, shall be entitled to mileage reimbursement under this provision. A "split shift" shall mean two or more separate work periods within the workday, assigned in advance by the supervisor. On such assigned days, if the bargaining unit member is required by his assignment to travel and actually travels between his/her residence and his/her assigned work site more than once during the workday, he/she shall receive the mileage reimbursement for the second required round trip. The rate shall be the rate established by the County and shall be subject to all other County ordinances, policies, and procedures regarding mileage reimbursement. This provision shall not apply to any travel other than as specifically provided herein.

### 12.4 Tuition Reimbursement

Subject to existing policies and procedures, all unit members shall be eligible to participate in the County's Tuition Reimbursement for a total fiscal year amount of \$2,500 for undergraduate program and \$3,000 for graduate program. Additionally, both parties agree to the revised Tuition Reimbursement Program Policy. The terms of the revised Tuition Reimbursement Policy (See attached Exhibit C) will become effective on the date following Board approval. All other provisions are set forth in the County's Tuition Reimbursement Program Policy.

### 12.5 On-Call Pay

- a. Any unit member required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 5-day workweek of "on-call" assignment pro-rated at the rate of \$20.00 for each workday of on-call service.

Any unit member required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 2-day weekend of "on-call" assignment pro-rated at the rate of \$50.00 for each weekend day of on-call service.

- b. An employee who is "on-call" is one who is required to wear and respond immediately to a beeper and/or to respond to any other method of contact used by the County and/or to respond to job-related telephone contacts by members of the public. However, during the period of "on-call" status, the employee is free to pursue personal matters, so long as

he/she remains able to respond promptly to the contact, and, if necessary, report to a work site within 30 minutes. Each employee shall be required to keep a log of all "on-call" service and responses, on a form provided by the County. The employee will be paid his or her regular or overtime rate of pay, whichever is applicable, for time actually worked because of a response to a job-related contact during the period of "on-call" service.

- c. However, for an employee assigned to the Social Services Department who is required to be "on-call" as defined above, the compensation for each eight (8) hour period of "on-call" service shall be the equivalent of two (2) hours of the employee's regular rate of pay. In addition, the employee will be given compensatory time off at his or her regular or overtime rate of pay, whichever is applicable, for time actually worked because of a response to a job-related contact during the period of "on-call" service.
- d. All Public Works Road Division and Solid Waste Division and Animal Control Officers required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 5-day workweek of "on-call" assignment pro-rated at the rate of \$20.00 for each workday of on-call service.

Any unit member required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 2-day weekend of "on-call" assignment pro-rated at the rate of \$50.00 for each weekend day of on-call service.

- e. A Licensed Vocational Nurse I, II or III, who is assigned to the Behavioral Health Department and required to be on-call, as defined above, shall be compensated at one half (1/2) of his or her hourly rate of pay per each eight (8) hour on-call shift. In addition, the employee will be given compensatory time off at his or her regular or overtime rate of pay, whichever is applicable, for time actually worked because of a response to a job-related contact during the period of on-call service.

The "on-call" assignment for classifications listed in this section shall be in seven (7) day intervals (work period).

- f. The County will determine the assignments for on-call service.

## **ARTICLE 13 HEALTH INSURANCE**

- A. Effective January 1, 2026, for the period of January 1, 2026, through December 31, 2027, each unit member's total bi-weekly contributions toward the purchase of one of the two County health benefit plans shall be as follows:

Medical Premiums (Calendar Year 2026)	Employee Only	Employee & Spouse	Employee & Children	Employee, Spouse & Children
Employee Cost Plan 1 (\$500 deductible)	\$70.45	\$184.83	\$159.42	\$273.84
Employee Cost Plan 2 (\$1,500 deductible)	\$9.23	\$30.80	\$13.37	\$44.16
Dual Buy Up (\$500 deductible)	n/a	\$154.03	n/a	\$229.68
Dual (\$1,500 deductible)	n/a	\$0.0	n/a	\$0.0

B. Effective January 1, 2026, the County Health Plan is configured as follows:

### County of Imperial - Active Employees

#### *Blue Shield Medical Plan*

Effective January 1, 2026

	Plan I	Plan II
<b>Maximum Lifetime Benefit</b>		
Per Employee, Dependent	N/A	N/A
<b>Annual Deductible (1)</b>		
Individual	\$500	\$1,500
Family	\$1,000	\$3,000
<b>In-Hospital Admission Fee (2)</b>		
(For medical and mental health services)	\$250 per day (3 day max)	\$250 per day (3 day max)
Emergency Room Services	\$100	\$100
<b>Co-Insurance</b>		
(For medical and mental health services)		
<b>Preferred Providers</b>	20%	20%
Out-of-Pocket Limit (individual)	\$3,000	\$6,000
Out-of-Pocket Limit (family)	\$6,000	\$12,000



<b>Non-Preferred Providers (4)</b>	40%	40%
Out-of Pocket Limit (individual)	\$6,000	\$12,000
Out-of Pocket Limit (family)	\$12,000	\$24,000
<b>Prescription Drug Benefit</b>		
Brand (Deductible per individual)	\$200 Separate Deductible	\$350 Separate Deductible
Brand (Co-insurance)	20%	20%
Generic (Deductible per individual)	\$0	\$0
Generic (Co-insurance)	n/a	n/a
<b>Chiropractic Benefit</b>	80%	Not Covered
Annual Maximum	\$125	Not Covered
<b>Cost Containment (3)</b>	Included	Included

	<b>All Plans</b>	<b>All Plans</b>
<b>Preventive Care Benefits</b>	PPO Deductible & Co-Insurance waived	Non-PPO Deductible Applied
<b><i>Annual Health Appraisal Examination</i></b>		
- Annual physical examination	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<b><i>Well Baby Care Benefits</i></b>		
- Office visits	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<b><i>Immunizations &amp; vaccinations including flu shot</i></b>	No Charge	Not covered
<b><i>Colorectal cancer screening</i></b>	No Charge	Not covered
<b><i>Osteoporosis screening (medically necessary)</i></b>	No Charge	40%

***Benefit Modifications:***

- **Generic Prescriptions:** No annual deductible or co-insurance will be applied

- **Diabetes Management Training:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Respiratory Therapy:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Out of Network Emergency Services** (as defined under plan document): covered at 80% in & out of network.
- **Out of Network Dialysis:** covered at 80% in network & 80% out of network - when no network option is available.

(1) Annual Deductible is applied for Inpatient Services at **all hospitals**

Deductible and Co-Insurance waived for Mexicali, (Mexico) Preferred Providers (PPO) up to \$5000.

Separate Mexico Network \$10 co-pay applies to all doctor's visits (office and specialist visit),  
and medical procedures (including but not limited to lab services, x-rays, surgeries and physical therapy)

(2) In-Hospital Admission Fee is separate from the Annual Deductible and will be charged for inpatient services  
provided in El Centro Regional Medical Center and Pioneers Memorial Hospital

(3) Second Surgical Opinion, Hospital Pre-Certification, Length of Stay Review, Pre-Admission Testing and  
Medical Case Management.

(4) For services by Non-Preferred Providers, the County will only pay 60% of the allowable amount, the employee is  
responsible for all other charges.

Employee is responsible to verify the status of a Preferred or non-Preferred Provider prior to receiving services.

Teladoc \$10 per visit at [www.teladoc.com](http://www.teladoc.com)

updated 7/1/2021

- C. All future increases, including any increases effective on January 1, 2028 in either the County's contribution and/or in the unit member's contribution toward full payment of the premium for any of the above health plans, shall be paid automatically by each unit member by payroll deductions from the unit member's bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor MOU or other mutual agreement between Teamsters Local 542 and the Board of Supervisors.
- D. The selection of one of the two plans in Section 13.A above shall be at each unit member's option, which must be exercised in writing by the member during the open enrollment periods established by the County. If a unit member makes no selection, the County will select employee only coverage under Medical Plan II with no dental and vision. Teamsters Local Union 542 Unit members will be notified of any increases in the premiums for the health plan that will be effective at the beginning of the plan year on January 1. Such notice shall be provided no later than sixty (60) calendar days prior to the end of the plan year in which such increase is to commence. Such notice shall also identify a period prior to the end of the plan year, which shall be the open enrollment period.

- E. During the term of this MOU, a unit member may also purchase vision and dental benefits under the plans approved by the Board of Supervisors. A unit member must elect to participate in writing during the enrollment periods established by the County. The full cost of any plan selected by a unit member will be paid through an automatic payroll deduction from the unit member's bi-weekly paycheck.

#### **ARTICLE 14        LIFE INSURANCE**

The County will provide to each bargaining unit member, at the County's expense, group term life insurance coverage under the life insurance program as selected and modified by the Board of Supervisors, in the amount of \$125,000.

#### **ARTICLE 15        BEREAVEMENT LEAVE**

Every unit member holding a permanent, full-time position in the unit shall be entitled to bereavement leave without a charge being made for such leave to the employee's accumulated sick-leave benefits for up to three (3) bereavement leave incidents per fiscal year as follows:

- a. Five (5) days of "bereavement leave" for each death in the employee's immediate family for incidents occurring within 250 miles of the eligible employee's residence.
- b. Seven (7) days of "bereavement leave" for each death in the employee's immediate family for incidents that occurs beyond a 250 mile radius of the eligible employee's residence.
- c. "Immediate family" for purposes of this benefit, is defined to include the employee's spouse, domestic partner, grandfather, grandmother, spouse's or domestic partner's grandfather or grandmother, father, mother, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild of either spouse or domestic partner or employee, and any relative living in the immediate household and any of the equivalent step relationships of the listed above.
- d. An employee shall be entitled to no more than twenty-one (21) days of leave under this Article per fiscal year. However, the total allowable days shall be determined by the actual incidents, not to exceed twenty-one days. Unused leave under this section shall not accumulate from year to year.

Every person holding a permanent position in the classified service shall be entitled to use a maximum of five (5) days accumulated sick leave credit in addition to Article, within any fiscal year for each absence due to death of his/her immediate family.

## **ARTICLE 16 SICK LEAVE**

### **16.1 Accrual**

Each employee holding a permanent position in the classified service shall earn .04615 hours of sick leave with pay for each paid, regularly scheduled working hour to a maximum of eighty (80) working hours in any pay period. No employee shall be entitled to sick leave with pay while absent from duty on account of any of the following reasons:

- a. Sickness or disability sustained while on leave of absence without pay.
- b. Vacation.
- c. Sickness or injury incurred while working for an employer other than the County of Imperial.

### **16.2 Notification**

Any employee requesting sick leave shall furnish a certificate issued by a licensed physician, or other satisfactory proof of illness, after the 2<sup>nd</sup> consecutive day of absence. Any person absent from work because of sickness or injury shall notify or cause his or her department head to be notified the first day of such absence, except where he/she is physically unable to do so. No person shall be allowed sick leave in excess of that actually accrued and credited to his or her sick leave account at the beginning of the pay period during which sick leave is used.

### **16.3 Fraction of Day Use**

In any instance involving the use of a fraction of a day's sick leave, the minimum charge to the Employee's sick leave account shall be one-quarter (1/4) hour.

### **16.4 Sick-leave Buy-Back**

All employees covered by this Memorandum shall be entitled to a buy-back of sick leave benefits accrued to their accounts, as hereinafter provided. Employees who have at least 200 sick leave hours accrued to their accounts at the beginning of the fiscal year shall be entitled, at the end of the fiscal year, to be paid for one-half (1/2) of those sick leave hours earned during the fiscal year which are in excess of the total number of sick leave hours taken off during the year. Such buy-back of sick leave benefits shall be paid for by the County at the employee's base salary rate to which he/she was entitled as of the last day of the full pay-period occurring in the month of June of the fiscal year. For purposes of this benefit, the fiscal year will begin with the first payday in July and end with the last payday in June. In the month of July following the fiscal year, the Auditor-Controller shall determine the buy-back leave entitlements of all employees of the County who elect to receive such buy-back leave benefits for the previous fiscal year. Each department

head shall by June 30 of the fiscal year, in writing, inform the Auditor-Controller of the elections of each employee, on forms provided by the Auditor-Controller and pursuant to instructions issued by the Auditor-Controller. Each employee determined by the Auditor-Controller to be entitled to a sick leave buy-back shall be provided with a supplemental payroll warrant in the appropriate amount by the Auditor-Controller.

#### **16.5 Sick Leave to Attend to an Employee's Child, Parent, Spouse or Domestic Partner**

Effective January 1, each calendar year, any unit member who is entitled to sick leave may use in any calendar year the unit members accrued and available sick leave entitlement, in an amount not more than the sick leave that would be accrued during a six month period at the unit members then current rate of entitlement, to attend to an illness of a child, parent, spouse or domestic partner of the employee. All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse or domestic partner under this Article.

- a. For the purposes of this paragraph child means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- b. This Section 16.5 does not extend the maximum period of leave to which an employee is entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

### **ARTICLE 17            FORCE REDUCTION LAYOFF POLICY**

#### **17.1    Purpose**

It is the purpose of the County Force Reduction Layoff Policy to provide for the orderly and equitable layoff of those personnel in County service who occupy positions which, due to a change of service (s), lack of work, discontinuance of a program, or for other reasons or circumstances as determined by the Board of Supervisors, are to be eliminated through reduction in force.

#### **17.2    General Provisions**

- a. This policy shall not apply to the County Executive Officer, agency heads or department heads, or to limited term employees.
- b. This policy shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- c. When two (2) or more agencies/departments are consolidated, or when a function of one agency/department is transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

- d. The provisions contained herein below, regarding severance pay, reemployment lists, and status on reemployment, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

### 17.3 Order of Layoff

- a. When a reduction in the workforce is necessary, employees of the Agency/department shall be laid off in an order based on consideration of:
  - 1. Employment status
  - 2. Past performance
  - 3. Length of continuous service with the County
- b. Layoffs shall be made by class within an agency/department, except that, where appropriate, the Director of Human Resources may authorize a layoff by department within an agency.
- c. Within a class, employees shall be subject to layoff on the basis of employment status in the following order:

First: Extra Help/Temporary  
Second: Probationary  
Third: Promotional Probationary  
Fourth: Permanent

After all extra help, temporary or probationary employees have been removed from a class within a layoff unit, the permanent employees with the lowest number of seniority and performance points (hereinafter layoff points) shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the order of layoff for such employees shall be determined by drawing lots.

### 17.4 Layoff Points

- a. Layoff points shall be computed by the agency/department head in the following manner:
  - 1. Each affected employee shall receive one (1) layoff point for each month of continuous County service completed in his/her current classification, for a maximum of five (5) years, and shall receive one-half (1/2) layoff points for each month of such service exceeding five (5) years. Layoff points for service in a permanent part-time position shall be calculated on a prorated basis. In addition,

- for a maximum of the most recent five (5) years of continuous service completed in his/her current or a higher classification, each affected employee should receive three (3) additional layoff points for each factor rating of excellent received on an evaluation report, but not exceeding a total of twelve (12) additional points for any one (1) annual evaluation.
2. Each affected employee shall lose three (3) layoff points for each evaluation factor rating of needs attention received by such employee on any annual evaluation report during the previous five (5) years of County service in the subject classification. No employee, however, shall lose more layoff points on anyone (1) annual evaluation report than earned on such annual evaluation report and for service completed in the subject year.
  3. Each affected employee shall lose five (5) layoff points for each evaluation factor rating of unsatisfactory received by such employee on any annual performance evaluation report during the previous five (5) years of County service in the subject classification. No employee, however, shall lose more layoff points on anyone (1) annual evaluation report than earned on such annual evaluation report and for services completed in the subject year.
- b. In preparing an employee's annual evaluation report, each evaluation factor shall be evaluated. While an overall performance evaluation checkup will appear on the Employment Development Record, completion of such overall evaluation check box is not mandatory, and no overall evaluation shall be utilized in the computation of layoff points.
  - c. For the purposes of this Force Reduction Layoff Policy, "continuous County service" shall include all uninterrupted time served in paid status in the service of the County in the employee's current classification or in a higher related classification or while on approved leaves of absence. Service in a permanent part-time position shall be counted on a prorated basis. A military leave of absence shall not constitute a break in service. Continuous service shall not include County service rendered prior to a termination of County service, whether voluntary or for cause, and subsequent reemployment by the County, or service in an extra help or temporary position; prior layoffs due to reduction in force actions followed by subsequent reemployment pursuant to the provisions of this policy, however, shall not constitute breaks in County service.

#### 17.5 Notification to Affected Employees

Notification to those employees to be laid off shall be made in writing, shall specify the date the action is to be effective the reason for the reduction in force action, shall outline how the layoff status for the employee was determined, and shall be made to the affected employee personally or by registered or certified mail by the department head at least forty-five (45) calendar days prior to the layoff date. Such notice shall inform the employee of the right of

the employee to request a review of the action by the County's Employment Appeals Board pursuant to the provisions of Chapter 3.64, of Title 3 of the Codified Ordinances of the County of Imperial. Such notice shall also inform the employee of any rights such employee may have to severance pay, transfer, or voluntary reduction in lieu of layoff and reemployment rights. Such notice shall be accomplished by a copy of this ordinance.

#### 17.6 Severance Benefits

- a. Any employee in permanent status severed from the service of Imperial County as a result of a reduction in force action shall be paid for his or her accrued vacation benefits in accordance with the provisions of Section 3.40.060, of title 3 of the County of Imperial Codified Ordinances, and during the period following his or her severance, in consideration of past service and in addition to any other remuneration or benefits to which he/she may be entitled, a sum equivalent to a salary payment of forty (40) hours pay for each year or proportion thereof of full-time continuous service with the County to a maximum of five (5) years of service, computed at his or her last hourly rate. Such payment shall be initiated by the agency/department head and paid by the Auditor-Controller to the employee coinciding with existing pay periods and pay dates until the severance pay credit to which the employee is entitled is exhausted.
- b. Severance pay shall cease when any of the following occurs:
  1. Severance pay credit is exhausted.
  2. Upon rehire by the County, or by any other public or private employer.
  3. Refusal of a job offer by the County of a regular position in the class from which the employee was laid off.

If the affected employee obtains other permanent employment in the service of Imperial County or by any other public or private employer after layoff, it shall be the duty of said person to report the fact of said employment to the County's Director of Human Resources. In the event severance payment is continued beyond the employee's date of reemployment, the pro-rata portion of the severance payment paid beyond said reemployment date shall be repaid to the County within thirty (30) days of reemployment in a manner as determined by the Auditor-Controller.

#### 17.7 "Bumping Rights" and Voluntary Reduction in Lieu of Layoff

- a. A promotional probationary or permanent employee who is subject to layoff may, not later than ten (10) calendar days after the date of delivery of the layoff notice, exercise "bumping rights" in any lower class by requesting a reduction to a lower class within the same occupational series in the layoff unit, provided the employee possesses the minimum qualifications for the class. The reduction shall be made if there is a vacant



position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the layoff points for all affected employees in the lower class shall be computed on the basis of service in that class or in a higher classification, and the incumbent in the lower class with the fewest number of such layoff points shall be subject to layoff.

- a. A permanent employee may exercise the same type of "bumping rights" as provided for herein above in regard to a class in the layoff unit equal to the one in which such employee is employed, by requesting a transfer to such equal class, and the transfer shall be made if there is a vacant position in the equal class or an incumbent in the equal class has fewer layoff points than the employee requesting the transfer.
- b. If placement of a promotional probationary employee cannot be effected in the layoff unit by reduction to a lower class (because all incumbents in the lower class have more layoff points than the probationer), the probationary employee shall be laid off and shall be given reemployment rights in the class from which he/she is laid off.

#### 17.8 Reemployment Lists

- a. The names of permanent employees laid off shall be placed on layoff unit reinstatement lists for each of the classes from which laid off in the order of their layoff points with the person with the largest number of layoff points listed first. Vacancies that occur in that layoff unit in that class shall be offered first to persons on the layoff unit reinstatement list starting at the top of the list. The reinstatement list for a class shall be used before any other means of filling vacancies for that class.
- b. The names of permanent employees laid off shall also be placed on County preferred eligible lists for each of the classes from which laid off, in the order of their layoff points with the person with the largest number of layoff points listed first. When recruitment occurs for any such class in any agency/department of the County, the eligible candidates are placed at the top of an eligibility list and shall be given first consideration for these positions.
- c. Names of persons laid off shall be carried on the layoff unit reinstatement lists and the County preferred eligible lists for two (2) years, except that:
  1. A person appointed to a regular position in the County service shall be removed from the lists.
  2. A person who on two (2) separate occasions rejects, declines referral for interview, or fails to respond within five (5) working days to offers of employment or employment interviews in the class from which the person was laid off shall be removed from the lists.

3. A name may be removed from a reemployment list for any of the following causes: conviction of a crime, which would be sufficient to support dismissal of a permanent employee; conduct which would cause dismissal under the provisions of Section 3.40.80; of dismissal for cause from employment subsequent to layoff.
4. The employee reemployed in the same classification shall be placed on the salary schedule pay step which the employee otherwise would have been entitled to had the employee been on a leave of absence without pay. The employee reemployed in a different classification shall be placed on the salary schedule pay step in his new classification in accordance with existing ordinance provisions pertaining to demotions, promotions, or transfers. If reemployment is in a higher or different classification from that employed in at the time of layoff, the reemployed person shall be required to serve a new probationary period in the higher or different classification.
5. If the reemployment is of a promotional probationary employee to the same class from which he was laid off, said employee shall serve out the remainder of his probationary period following the date of reemployment in the same manner as if his probationary period had not been interrupted.

## **ARTICLE 18            GRIEVANCE PROCEDURES**

### **18.1    Grievance Procedure**

A grievance is defined as a dispute over the application of the specific terms or provisions of this Memorandum of Understanding by an employee adversely affected thereby, but shall not include the following: (Grievance Form Exhibit A)

- a. Disciplinary actions, which shall be subject to appeal through County ordinance provisions for the appeal of disciplinary actions.
- b. The exercise of any County Managements rights as specified in Article 5 of this Memorandum.
- c. An impasse or dispute in the meeting and conferring process.

### **18.2    Rights**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure. The grievant, upon his or her request, is entitled to representation by Teamsters Local Union 542 at each step of the grievance procedure.

### **18.3    Grievance Procedure Steps**

Step (1) - Discussion with Immediate Supervisors

- a. The grievant shall first discuss the grievance informally with his or her immediate supervisor. The discussion shall be held within ten (10) working days following the date of the action causing the grievance.
- b. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond in writing to the grievant within ten (10) working days following the date of the informal discussion between the grievant and the supervisor.

**Step (2) - Formal Written Grievance**

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on the form prescribed by the County to the next higher authority within ten (10) working days after receipt of the Immediate supervisor's written response. The grievant shall provide a copy of the grievance to the bargaining unit steward.
- b. Within ten (10) working days following the date of the receipt of the grievance, the higher authority shall respond in writing to the grievant stating his/her decision, the facts, on which the decision is based, and the remedy or correction, which has been offered.
- c. Any grievance settled at this step shall be subject to the review and confirmation of the department head. If no settlement is reached, the grievant may initiate Step (3) of this procedure.

**Step (3) - Department Head Review**

- a. If a grievance is not settled at Step (2) of this procedure, the grievance may be appealed to the department head in writing within ten (10) working days following the date of the receipt of the decision received at Step (2).
- b. The department head shall confer with the employee and prior levels of supervision involved in an attempt to affect a harmonious solution. The department head shall reply in writing within ten (10) working days following receipt of the written grievance unless by mutual agreement, the time limitation is extended. A copy of the department head's response shall be filed with the Human Resources Department.

**Step (4) – Human Resources Director**

- a. In the event the employee believes his/her grievance has not been satisfactorily resolved at Step (3) of this procedure, he/she shall submit the grievance in writing to the Human Resources Director within ten (10) working days following the date of the receipt of the department head's written response. A meeting may be held at the discretion of the Human Resources Director or designee.
- b. Within ten (10) working days following the date of receipt of the grievance, the Human Resources Director shall deliver his/her written decision to the grievant and his/her

representative. Said decision shall be final and binding, except as provided in Section 18.4, listed below.

#### 18.4 Grievance Resolution

- a. Within ten (10) working days following the date of receipt of the written decision resulting from a grievance heard by the Human Resources Director, or his/her designated representative, the grievant may request that the grievance be submitted to the Employee Appeals Board for final resolution.

#### 18.5 Basic Rules

Failure of the aggrieved employee to file within the specified time limit for any step of the grievance procedure shall constitute an abandonment of the grievance.

- a. Failure of any designated level of management to respond within the specified time limits shall cause the grievance to move to the next step in the process, if so desired by the employee, effective as of the date by which management is required to respond.
- b. Upon written consent of both parties to a grievance, the time limitations at any level in the procedure may be extended.

#### 18.6 Employee Grievance Representatives

##### a. Designation

Teamsters local 542 grievance representatives shall designate in writing in a list provided to the Director of Human Resources and Risk Management those representatives available upon request to represent grievant under this Article. The list shall include each representative's name, worksite and work telephone number of those County employees who will be available to represent grievant in the grievance process. Any changes in the list shall be promptly communicated in writing to the Director of Human Resources and Risk Management. Alternatively, a Business agent of Teamsters Local 542 who is not a County employee or on the list of representatives may represent a grievant during any meeting in which a grievant is entitled to representation. Nothing in this provision shall preclude a grievant from representing themselves in adjusting grievances or to require a unit member to be represented by a Teamsters local 542 representative.

##### b. Rights

The grievant and his/her employee representative shall be afforded reasonable access to information and the opportunity to gather and present facts for resolution of the grievance. An employee representative shall seek and receive permission from his/her immediate supervisor before engaging in services on behalf of a grievant, during regular work hours. Such permission shall not be unreasonably withheld.

c. Compensation

Shop Stewards officially designated Teamster Local Union 542, as set forth below, shall be entitled to receive regular compensation while providing services on behalf of a grievant during regular work hours of the representative. Other employee representatives shall not be compensated while providing services during such hours, and shall instead be regarded as on leave of absence.

d. County Equipment

With permission of the department head, Shop Stewards may use County equipment or materials when providing services on behalf of a grievant.

**ARTICLE 19            DEFERRED COMPENSATION**

The County agrees to provide to employees covered under this Memorandum of Understanding the opportunity to participate in the County's Deferred Compensation Program 457 Plan.

**ARTICLE 20            CLARIFICATION**

In the event any provision of this Agreement or any provision of any County ordinance or policy or procedure enacted or amended to implement any provision thereof needs clarification, or in the event of an inadvertent typographical or publication error, the County Executive Officer may, with the advice of the County Counsel, issue administrative instructions clarifying the intent of said provision as enacted. Such administrative instructions shall expire sixty (60) days from the date they were issued unless they are included in amendments added to such ordinances, policies or procedures by formal action of the Board of Supervisors.

**ARTICLE 21            SEVERABILITY OF PROVISIONS**

If any provision of this Agreement, or any section, subsection, subdivision, sentence, clause, phrase, word or portion thereof should be invalid or contrary to law, the remaining provisions shall not be affected but shall continue to be given full force and effect as if the part so held had not been included herein.

**ARTICLE 22            PERSONNEL FILES**

Each unit member shall be entitled to inspect the personnel file maintained by the Human Resources Department regarding that member, upon appointment with the Human Resources Department. Before a document containing derogatory information (other than pre-employment documents) is placed in the personnel file, the unit member shall receive a copy and shall be given an opportunity to attach a written response to the document, if the response is received by the

Human Resources Department within ten (10) working days of the unit member's receipt of the document. Inspection of the file and preparation of responses shall be outside of the unit member's duty time, except that each unit member is entitled to review their personnel file once a year during normal working hours and without loss of pay, not to exceed one (1) hour.

## **ARTICLE 23                    MAINTENANCE OF MEMBERSHIP**

### **23.1 Authorization to Deduct Dues**

The Union shall provide all employees who are members of the Union and are covered by this memorandum of understanding with a form for the employees' signature authorizing a payroll deduction of Union dues. The Union shall be responsible for providing a written list to the County every 30 days, containing the employees in the bargaining unit who are current members of the Union and have completed the payroll deduction form authorizing the deduction of membership dues from their paycheck. The Union shall also notify in writing the County Human Resources of the dues amount to be deducted.

Upon receiving written notice from the Association that the payroll deduction form has been completed and returned to the Union, the County Auditor-Controller shall deduct from the bi-weekly paycheck of each member of the Union covered under this memorandum of understanding, who has signed an appropriate authorization of dues deduction form as outlined above, membership dues as determined by the Union in accordance with the Union's by-laws and constitution. The Union shall notify in writing the County Human Resources of any change in dues amount at least 30 days prior to the effective date of the change. All amounts deducted by the County under this article shall be remitted to the Union. The County shall also provide to the Union a written list showing the name of each employee whose dues are included in the remittance and the amount thereof.

## **ARTICLE 24                    SALARY RECLASSIFICATIONS**

The County herein agrees that no salary reclassification request shall be granted until Teamsters Local Union 542 is notified.

For purposes of this article, salary reclassification is herein defined as:

A request to adjust the salary of a job classification describing wherein the duties and responsibilities of the job have not significantly changed, as determined in accordance with the County's, job analysis program. Furthermore, the determination of whether a request is a salary reclassification or not shall be based on an analysis of the duties and responsibilities of a particular job classification and not a particular job title.

24.1 The following additional recommendations of the Imperial County Classification, Job Evaluation and Salary study, effective February 8, 1991: will remain in effect (Exhibit B)

- a. The policy of "Red Circling" as described at Page 7 of the Study (referenced below). The specific salary shall be determined by the County. Another practice which should

be followed in the County is termed “red circling” of classifications. Since the recommended salary levels are not a direct reflection of market rates, there may be a few classifications whose recommended salary levels may be unreasonable in terms of the County’s ability to recruit competent candidates. We often find this to be necessary for classes whose rates of pay are affected by supply and demand issues. Such classes as engineers, programmers and certain skilled trades personnel are often considered for this treatment. Within Imperial County, candidates for this treatment include the Assistant County Engineer and Court Reporter classes. See exhibit M for survey data gathered for the Court Reporter. Caution should be made to carefully document each action to assure that Movements are made in a consistent manner. We suggest that the County adopt a policy which allows for movement of classes to a higher level if two conditions can be demonstrated:

1. The market reflects a significantly higher rate than suggested by the EFS points, and
  2. The Human Resources Department can demonstrate difficulty recruiting qualified candidates at the lower level.
- b. The policy set forth at Exhibit N of the Study (referenced below), entitled Classification Policy and Procedure.

I. Classification Authority

The authority for classification matters for the County of Imperial rests with the Human Resources Department. The Human Resources Department has the responsibility for maintenance and review of the classification system to include classification, compensation and allocation of positions. The Human Resources Department also has the responsibility for recommendation to the Board of Supervisors with regard to reclassification or other classification actions.

A request by an individual employee to adjust the salary of a job classification wherein the duties and responsibilities of the job have not significantly changed is not covered by this policy and procedure. For employees covered by the Memorandum of Understanding containing provisions regarding such salary reclassification, the procedures set forth in the Memorandum of Understanding will be followed.

It is the policy of the County of Imperial that classifications are to be as broad and generic as possible and that the creation of new classifications is to be discouraged. New classifications are only to be created after efforts have been made to fit new positions into existing classifications by the Human Resources Department.

II. Classification Procedure

The classification process varies depending on the reason for the classification action:

- Reorganization / change in assignment
- General accretion of duties
- Establishment of new classifications
- Except under extraordinary circumstances as determined by the CEO requests for reorganization, will be considered only during the annual budget process period.

#### A. Reorganization / Change in Assignment

Reorganization refers to a change in reporting relationships or organization structure. Change of assignment refers to the movement of existing duties in one classification to another as well as addition and/or deletion of duties, which result in a substantial increase in the complexity/responsibility of the classification(s).

Should a department head wish to reorganize, change assignment or establish a new classification, the following procedure will be followed:

1. The department must submit a request for approval to the CEO prior to reorganizing and prior to reassigning and/or adding or deleting duties. The request shall include a description of what has changed and an organization chart, which properly demonstrates changes in the reporting relationship and addition or deletion of duties. If duties have been reassigned, the department head must indicate the position(s) from which the duty(s) was taken and the position(s) to which it has been reassigned. In the case of a duty(s) to be added or deleted the department head must specify the position affected and the reason for the addition or deletion.
2. The CEO will submit the materials to the Board of Supervisors with recommendations in terms of acceptance after preliminary review by the Human Resources Department. If the Board of Supervisors approves the concept of the change, the CEO will submit the materials to the Human Resources Department to determine the impact in terms of classification and salary.
3. The Human Resources Department will perform the job analysis as necessary and prepare a report to be submitted to the CEO for review and for submission to the Board of Supervisors for approval.

#### B. General Accretion of Duties

General accretion of duties refers to an increase in duties, which result in substantial increase in the complexity/responsibility of the classification, which has occurred over a twelve (12) month period. A department head may request a reclassification review for this purpose during a “window



period” between October 15 and December 1 each year by completing the Reclassification Request Form. The form requests the specific tasks, which the department head believes to be outside the scope and intent of the current classification. The form must be submitted by the department head to the Human Resources Department no later than December 15. The Human Resources Department will perform the necessary job analysis steps and will determine the proper classification for the position. The Human Resources Department will make its determination in writing by March 30 (or other date should budget process dates be revised) in the following manner:

1. A letter will be sent to the department head indicating the findings and conclusions of the study.
2. The department head will have ten (10) working days to respond in writing to the Human Resources Department should the department head disagree with the conclusions of the Human Resources Department.
3. Should an appeal be received within the ten (10) day period, the Human Resources Department will consider the appeal and make a final determination, communicating in writing to the department head.
4. The Human Resources Department will submit the recommended action to the Board of Supervisors for approval.

The department head may not make the same (or essentially the same) reclassification request in two consecutive years.

Reclassification actions, which are approved, go into effect upon the adoption of the formal budget in the case of general accretion of duties.

### III. Salary Authority

The Human Resources Department shall recommend changes to salary range placement for existing classifications and initial salary range placement for new classifications based on labor market and job evaluation.

#### A. Labor Market

The following organizations are approved as participants in salary surveys:

1. City of El Centro
2. County of Kern
3. County of Orange

4. County of Riverside
5. County of San Bernardino
6. County of San Diego
7. County of San Luis Obispo
8. County of Santa Barbara
9. County of Ventura
10. Imperial Irrigation District
11. Imperial Valley College
12. State of California

**B. Job Evaluations**

The Human Resources Department will determine the proper job evaluation using a point factor method (Ewing Factor System) based on job analysis.

**C. Salary Recommendations**

The Human Resource Department will recommend proper salary range placement based on a least-squares formula derived by bringing together job evaluation and market considerations. In the absence of salary survey data, the job evaluation points will determine the appropriate range placement based on the relationship of points assigned to the new or revised class in comparison with points assigned to other County classes.

24.2 The parties agree that the provisions of this Memorandum of Understanding supersede any County ordinances as they may pertain to bargaining unit members, to the extent that the ordinances are inconsistent with the provisions of this Memorandum of Understanding. As a condition of receiving any compensation increase as a result of implementation of the Study, each unit member may be required by the County to execute a written waiver of any County ordinance, which is or may be inconsistent with the provisions of this Memorandum of Understanding.

24.3 It is understood that the County may take such action as it determines to be necessary in order to implement the recommendations in the Study, so long as such action is not inconsistent with the specific terms of this Memorandum of Understanding. This agreement completes the meet and confer process concerning implementation of the Study, all issues related thereto, and the impacts and effects thereof on matters within the scope of representation. The employee Union hereby clearly and unequivocally waives and relinquishes any further right to meet and confer regarding any of these matters.

**ARTICLE 25      DISCIPLINE**

**25.1      Purpose and Intent**

It is the intent of the Board of Supervisors that uniform disciplinary standards should apply to all County employees and that the forms of disciplinary action, and the due process procedures in connection therewith, be clearly set forth. This article shall not, however, have application to those departments covered by the State Merit System.

## 25.2 Types of Disciplinary Action

The following types of disciplinary action may, with sufficient cause, be invoked by department heads or by supervisory personnel authorized to administer disciplinary action:

- (a) Verbal warning - a private interview between department head, or his designee, and an employee for the purpose of informing the employee of his failure to meet prescribed standards of performance or conduct.
- (b) Written reprimand - a formal letter signed by the department head and served upon the employee personally or by certified mail specifying how the employee's conduct or performance has failed to meet prescribed standards.
- (c) Demotion - a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to a lower salary range.
- (d) Suspension - of an employee not exceeding sixty (60) calendar days.
- (e) Dismissal - the permanent involuntary separation of an employee from County employment and rights attendant thereto.

## 25.3 Causes for Disciplinary Action

The causes justifying disciplinary action against a County employee shall include, but not be limited to, the following:

- a. Immoral or unprofessional conduct.
- b. Absence from duty, without authorization.
- c. Dishonesty.
- d. Incompetence.
- e. Evident unfitness for service.
- f. Physical or mental condition unfitting him or her to discharge his or her duties and, if disabled cannot be reasonable accommodated.
- g. Violation of or refusal to obey regulations prescribed by the Board of Supervisors or by the department head.
- h. Conviction of a felony for a crime involving moral turpitude.

- i. Neglect of duty.
- j. Insubordination or insulting or demeaning the authority of a supervisor or manager
- k. Excessive absenteeism.
- l. Improper political activity which constitutes a violation of Federal or State laws or ordinances of the County of Imperial.
- m. Neglect or willful damage to public property or waste of public supplies or equipment.
- n. Falsifying information on employment application, personnel records or County records.
- o. Gambling on County premises.
- p. Possession or use of alcoholic beverage or drugs on county premises or during working hours.
- q. Reporting to work while under the influence of alcohol or drugs.
- r. Sleeping on duty; and
- s. Working overtime without authorization.

#### 25.4 Pregnancy and Childbirth

No disciplinary action against any permanent or probationary employee shall in any manner be based on an employee's pregnancy, childbirth or related medical conditions.

#### 25.5 Employee Suspensions in Excess of Sixty Calendar Days

Notwithstanding the provisions of Article 25.2 (d), an employee may be removed from his or her job without pay for a period in excess of sixty (60) calendar days in instances wherein all the following circumstances exist:

- a. The employee has been suspended for sixty (60) calendar days by the department head.
- b. The employee's suspension is based on conduct which has resulted in the filing of a criminal charge or charges against the employee.
- c. The criminal proceedings are not completed or resolved within 60 days; and
- d. The employee has appealed the suspension action to the County's Employee Appeals Board pursuant to applicable County ordinances but the employee has requested or agreed either that his or her appeal hearing before the Board not be conducted prior to

the completion of such criminal proceedings or, that, for any other reason, said appeal hearing not be conducted within 60 calendar days.

## **ARTICLE 26            SAFETY**

- 26.1    If the County maintains a safety committee, the Teamsters Local Union 542 shall have the right to appoint one (1) member thereto. The powers and duties of the safety committee shall be determined by the Board of Supervisors.
- 26.2    Each employee shall be responsible for immediately reporting any unhealthy or unsafe condition to his or her immediate supervisor.

## **ARTICLE 27            EMPLOYEE AND ASSOCIATION RIGHTS**

- 27.1    No employee in the bargaining unit shall in any way be unlawfully discriminated against, in wages, hours, or other terms and conditions of employment, because of his/her political opinions or affiliations, race, national origin, religion, marital status, age, sex or physical handicap.
- 27.2    The Association shall, upon written request to the County's designee, have the right at reasonable times to review and/or receive the annual budget as approved by the Board, the monthly financial statements presented to the Board, agendas of public Board meetings, minutes of public Board meetings, and the Auditor's status report as presented to the Board.

## **ARTICLE 28            ON THE JOB INJURY**

- 28.1    Whenever any person employed by the County is compelled by direction of a licensed physician to be absent from duty due to illness or injury arising out of and in the course of his or her employment, the employee shall receive full compensation for the scheduled work days falling within the first three (3) workdays of such absence, provided a written statement from the attending physician is submitted to the department head and transmitted to the Auditor/Controller. Failure to provide such a statement shall cause the absence to be charged against accrued sick leave or as leave without pay. Any reimbursement under the Workers' Compensation Act for the first three (3) days of disability shall be paid to the County. Thereafter such absence, employees may elect to apply pro-rated accrued sick leave and earned vacation and earned compensatory time credits to such absence and to receive compensation to which they are entitled under the Workers' Compensation Act and their regular County pay, not to exceed the amount of their accrued sick leave and earned vacation and earned compensatory time credits.
- 28.2    Unless the employee notifies the Director of Human Resources and the County Auditor-Controller to the contrary, it will be presumed in all cases that the employee is electing to pro rate his or her accrued sick leave and earned vacation and earned compensatory time credits so as to receive full salary. In pro-rating, the charge to the employee-accrued sick leave, earned vacation credits or earned compensatory time credits, shall be to the nearest quarter of a day.

- 28.3 Whenever practicable, an employee incurring an on the job injury shall report the injury immediately to his or her supervisor. In no event shall such notification be delayed beyond twenty-four (24) hours.

## **ARTICLE 29            EFFECT OF AGREEMENT**

- 29.1 The County and the Union mutually agree that the terms and conditions are set forth in the Articles of this Agreement represent the full and complete understanding and commitment between the parties as to those terms, which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 29.2. The County and Teamsters Local Union 542 mutually agree that this Agreement shall be in full settlement of all issues, which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The County has the right to act on any matter during the term of this Agreement as long as any such action is not in violation of this Agreement or is not a matter within the scope of representation, which is not covered by this Agreement.
- 29.3 Any policies and practices inconsistent with the express terms of this Agreement may be deleted by the County or modified to be consistent therewith. The County may amend, change, delete or adopt ordinances, policies and practices so long as such ordinances, policies and practices do not violate specific and express terms of this Agreement and do not modify matters within the scope of representation which are not covered by this Agreement.

## **ARTICLE 30            WORK FURLOUGHS**

- 30.1 For the purpose of reducing County expenditures, the Board of Supervisors may require an employee to take no more than thirteen (13) working days per fiscal year of leave without pay. This leave will be called a "work furlough". The County shall provide at least ten (10) calendar days' written notice to each affected employee prior to the first day of each period of such work furlough. Prior to providing the notice, a County representative will be made available to explain to representatives of the Teamsters Local Union 542 the financial basis for the furlough. This is for informational purposes only. Nothing in this provision means that the decision to require the furlough is subject to the grievance procedure. Nothing in this provision means that a work furlough is subject to meet and confer.
- 30.2 Periods of work furlough shall not affect an employee's entitlement to the County contribution toward health benefits, accrual of seniority, accrual of vacation and sick leave, period of probationary employment, or anniversary date; nor shall a period of work furlough be considered a break in service. Periods of work furlough shall not adversely affect an employee's retirement service credit or otherwise reduce his/her retirement benefits. In a department in which there are both bargaining unit members and non-bargaining unit members in the same classification (i.e., extra help, temporary, seasonal,

substitute), the non-bargaining unit members will not be employed during periods when bargaining unit members in the same classification in the department are on work furlough.

- 30.3 No employee may be required to take more than five (5) days per month of work furlough. If a furlough is required for more than one (1) day in a month, the employee's pay will not be reduced by more than one (1) day per pay period. The County will establish a schedule of pay reductions, in advance of and/or following the furlough to complete the pay reduction. Pay reductions may be in units of less than one day per pay period. If an employee is separated from service, any remaining reduction will be taken from the employee's remaining pay due.
- 30.4 A decision to implement a furlough will not be made based upon whether the affected positions are "general fund" positions under the County budget, except to the extent required by law. The County intends that a furlough would normally be part of a general plan in which one or more departments as a whole would close for business to the extent possible under applicable law and the operational needs of the County, as determined by the Board. Other exceptions to department closure would be made only under specific circumstances approved by the Board.

#### **ARTICLE 31            PROBATIONARY PERIOD**

Regular employees hired, rehired, transferred, or promoted, shall serve a probationary period of one (1) year pursuant to the terms of applicable County policies and Ordinances.

#### **ARTICLE 32            RETIREMENT BENEFITS**

- 32.1 Effective July 1, 2005, the County began providing to eligible bargaining unit members who are general members of the County Retirement System as opposed to safety members, the enhanced retirement benefits provided for in California Government Code section 31676.14 under the County Employees Retirement Law of 1937 on the terms and conditions set forth in this Article 32.
- 32.2 Pursuant to Government Code section 31676.14 and 31678.2, the County Board of Supervisors adopted a Resolution, which provided to eligible general retirement members an increase in the general service retirement allowance under the terms and conditions of Government Code sections 31676.14 and 31678.2, which shall be subject to the conditions set forth in this Article. Government Code sections 31676.14 and 31678.2 are incorporated by reference herein as though fully set forth.
- 32.3 Adoption of the resolution for the increased retirement benefit described in this Article was conditioned upon all eligible unit members paying the full additional contributions of both the County and the general member for the benefit upon the effective date of the benefit and any increases in the contributions of the general member and/or the County thereafter. The Retirement Board will set the exact current amount.

- 32.4 General members eligible for the benefit described in Section 32.1 above shall not be required to pay any estimated unfunded liability for the benefit, which existed prior to the effective date of the resolution whether known, or unknown by the County.
- 32.5 Both legacy employees and PEPRA employees are responsible for payment of the UAAL for the supplemental retirement, benefit. Under the original resolution providing for this supplemental retirement benefit, all members agreed to bear responsibility for the full payment of the UAAL associated with the supplemental retirement benefit such that the County would bear no additional cost. This obligation was and remains an obligation of all members in perpetuity. The legacy members shall continue to be required to pay the UAAL for supplemental retirement benefit in order to maintain the benefit. As PEPRA employees are not eligible to receive such benefit, the County agrees to make the required payment of the UAAL on behalf of the PEPRA employees effective first pay period following ratification of the MOU, whichever is later. Such contributions on behalf of the County shall be non-refundable to the member.
- 32.6 The County shall continue to pay the increase of the UAAL for PEPRA employees, retroactive from July 1, 2025, through June 30, 2027. The County's obligation to pay the UAAL for the enhanced benefit on behalf of PEPRA employees shall terminate upon the expiration of this Agreement – i.e., June 30, 2027. At that time, the County will have no further obligation to make further payments of the UAAL for PEPRA employees absent an express agreement between the parties. Moreover, the County will have no obligation to make payments of the UAAL for PEPRA employees during the negotiation of a successor agreement. Instead, effective July 1, 2027, the arrangement will revert back to the original resolution with all members (both legacy and PEPRA) being required to bear the full responsibility for payment of the UAAL for the supplemental retirement benefit.

In accordance with Government Code section 7522.30, this provision is not intended to constitute a payment of any portion of the required employee contribution to the normal cost of the retirement benefits received by PEPRA employees. Should it subsequently be determined that this provision violates the prohibition on the County's ability to pay for the employee contribution to the normal cost of PEPRA employees' retirement benefits, the PEPRA employees will be immediately required to resume payment of their share of the UAAL for the supplemental retirement benefit.

- 32.7 Unit members waive any right or entitlement they might otherwise have had to payment by the County of any increased payroll costs for the increased retirement benefit pursuant to Government Code sections 31676.14 and 31678.2.
- 32.8 Subject to the applicable policies, procedures, practices, and regulations, the County contribution to the Imperial County Employees Retirement System for retirement on behalf of each legacy bargaining unit member will continue to include a portion of the employee's



contribution, not to exceed three (3) percent, during the term of this Memorandum of Understanding.

- 32.9 Unit members acknowledge that contribution rates are adjusted annually through an actuarial study with contribution rates set by the Imperial County Board of Retirement. Unit members agree that they shall pay those contribution rates, including any applicable increases, as established by the Imperial County Board of Retirement and adopted by the Board of Supervisors for all retirement benefits, subject to those contributions agreed to by the County in sections 32.5 and 32.8.

**ARTICLE 33 NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT**

- 33.1 Pursuant to Government Code section 31727.7, nonservice connected disability pensions shall be provided to all eligible bargaining unit members who are general or safety members based on years of credited service on the conditions set forth below:
- 33.2 Pursuant to Government Code section 31727.7, a nonservice connected disability allowance shall be provided to disability retirements effective on or after January 1, 2006, or sooner, in lieu of any other allowance to a general or safety member who has five (5) years or more credited service based on the following table:

Years of credited service:	Percentage of final compensation
Five years, but less than six years	20.0
Six years, but less than seven years	22.0
Seven years, but less than eight years	24.0
Eight years, but less than nine years	26.0
Nine years, but less than ten years	28.0
Ten years, but less than eleven years	30.0
Eleven years, but less than twelve years	32.0
Twelve years, but less than thirteen years	34.0
Thirteen years, but less than fourteen years	36.0
Fourteen years, but less than fifteen years	38.0
Fifteen or more years	40.0

- 33.3 The nonservice connected disability retirement allowance shall only apply to:

1. Persons who become members of the retirement system after the operative date prescribed in Section 31727.7;
2. Management and confidential employees and employees not part of a Bargaining unit who were members prior to the operative date prescribed in Section 31727.7 above and elect to be subject to this section on or after such operative date. The Board of Supervisors shall prescribe the time period and conditions governing the election.

33.4 The nonservice connected disability retirement allowance described in Section 33.2 above shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including Article 33 requiring their members to be enrolled in this benefit on or before November 1, 2005

#### **ARTICLE 34            RE-OPENERS PROVISIONS**

Except as noted below in Article 37, there will be no reopeners for the term of this MOU.

This Article shall in no way preclude the parties from meeting and conferring as required over any modifications to the Drug and Alcohol Policy; County of Imperial Employee Handbook, Sexual Harassment Policy, FMLA Policy and the County of Imperial Employer-Employee Relations Policy; nor shall this Article preclude the parties' participation in any effects bargaining obligations pertaining to the exercise of the County's Management Rights as found in Article 5.

#### **ARTICLE 35            D.R.I.V.E. Democratic-Republican-Independent-Voter-Education**

The employer agrees to deduct from the paychecks of all employees covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amount designated by each contributing employee that is to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "for all weeks worked" excludes any week other than a week, an employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees' social security number and the amount deducted from the employees' paycheck.

#### **ARTICLE 36.            AB 119 EMPLOYEE ORIENTATION**

The County will provide a representative of Teamsters Local 542 Unit with 20 minutes at the end of each orientation (estimated from 11:40 a.m.-12:00 p.m.) to meet with new association members.


Additionally, the County will provide, within 30 days of hire and at least every 120 days, the name, job title, department, work location, work/home/cellular number, personal email addresses and home address that are on file with the County of Imperial Human Resources Department.

**ARTICLE 37. Classification and Compensation Study**

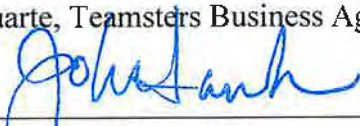
Parties agree that the Classification and Compensation Study completion target date is December 31, 2025. The County will notify Teamsters, no later than December 15, 2025, if this is unachievable. Subsequently, beginning in January 2026, the parties agree to reopen the Compensation Article for potential adjustments.

**ARTICLE 38. Vacation Buy Back:**


Unit members may participate in the vacation buyback program up to a maximum of 40 hours. All other criteria of the current program will apply, including established deadlines for processing the vacation buy back.

  
\_\_\_\_\_  
For the Teamsters Local 542 Union  
Ruth Duarte, Teamsters Business Agent

11/19/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the County of Imperial,  
John Hawk, Chairman Board of Supervisors

11-20-25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cynthia Medina  
Clerk of the Imperial County Board of Supervisors

11-20-25  
\_\_\_\_\_  
Date

# **Exhibit A**

## **Grievance Procedure and Grievance Form**

### **IMPERIAL COUNTY GRIEVANCE PROCEDURE**

1. Definition of Grievance:

A grievance is defined as a dispute over the application of the specific terms or provisions of this Memorandum of

Understanding by an employee adversely affected thereby, but shall not include the following:

- (a) Disciplinary actions which shall be subject to appeal through County ordinance provisions for the appeal of disciplinary actions.
- (b) The exercise of any County Managements rights as specified in Article 5 of this Memorandum.
- (c) An impasse or dispute in the meeting and conferring process.

## 2. Rights

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure. The grievant, upon his or her request, is entitled to representation by Teamsters Local Union 542 at each step of the grievance procedure.

### Grievance Procedures:

Grievances must be initiated within ten (10) working days after the occurrence of the event, which caused the grievance.

- (a) Step 1 – An employee who has a grievance shall informally discuss his/her complaint with his/her immediate supervisor. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond to the grievant within ten (10) working days following the date of the informal discussion between the grievant and the supervisor.
- (b) Step 2 – If the employee feels his/her grievance has not been satisfactorily resolved, or if he/she receives no response from his/her immediate supervisor he/she shall have ten (10) working days from the date of the grievance in writing to the next higher authority. The grievant shall provide a copy of the grievance to the bargaining unit steward. The higher authority shall within ten (10) working days of the receipt of the written grievance, supply an answer in writing to the aggrieved employee, explaining clearly his/her decision or proposed action.
- (c) Step 3 – If the aggrieved employee is not satisfied with the written answer received at Step 2, he/she may, within ten (10) working days of receipt of such written answer, appeal in writing to the department head. The department head shall confer with the employee and prior levels of supervision involved in an attempt to affect a harmonious solution. The department head shall reply in writing within ten (10) working days following receipt of the written grievance unless, by mutual agreement, the time limitation is extended.
- (d) Step 4 – If the aggrieved employee is not satisfied with the written answer received at Step 3, he/she may, within ten (10) working days of receipt of such written answer, appeal in writing to the Director of Human Resources and Risk Management. The appeal must include this grievance, any attachments and the response at each level. The Director of Human Resources and Risk Management or designee shall review the grievance and reply in writing within ten (10) working days following receipt of the grievance documents unless, by mutual agreement, the time limitation is extended.
- (e) Step 5 – If the aggrieved employee is not satisfied with the response he/she may submit a written request for review by the Employment Appeals Board to the Director of Human Resources and Risk Management within ten (10) working days of receipt of the written response.

## 3. Special Provisions:

The multi-level steps of the grievance procedure are designed to permit sufficient steps within larger departments having more than one supervisory level. In the case of departments with only one supervisory level between the grievant and the department head, Step 2 is waived. In departments that have more than three (3) levels of supervision, the department head is the immediate supervisor, Steps 1 and 2 are eliminated. A grievance originating in a department that does not have supervisory levels between the employees and the department head shall be responding to in writing by the department head.

## 4. Waiver of Grievance

Failure of the aggrieved employee to file within the specified time limit for any step of the grievance procedure shall constitute an abandonment of the grievance. Failure of any designated level of management to respond within the specified time limits shall cause the grievance to move to the next step, if so desired by the employee, effective as of the date by which the manager is required to respond.

See County Ordinance, Chapter 3.64

Revised 02/2012

## IMPERIAL COUNTY EMPLOYEE GRIEVANCE REPORT

This section to be completed by Grievant

Name \_\_\_\_\_ Date \_\_\_\_\_ Classification \_\_\_\_\_

Description of Grievance \_\_\_\_\_

(Attach additional sheets if necessary)

Action Requested \_\_\_\_\_

**Step 1** – I verbally discussed my grievance with my immediate Supervisor on:

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

**Step 2** – Decision of Second Immediate Supervisor (To be completed by Second immediate Supervisor)

Name \_\_\_\_\_ Date Grievance Received \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date returned \_\_\_\_\_ Decision \_\_\_\_\_

Date Received by Grievant \_\_\_\_\_ Signature \_\_\_\_\_

Grievant's response to Step 2 \_\_\_\_\_

**Step 3** – This section to be completed by Department Head

Decision of Department Head \_\_\_\_\_

Signature of Department Head \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Received by Grievant on Date \_\_\_\_\_ Signature of Grievant \_\_\_\_\_

Grievant's response on Step 3 \_\_\_\_\_

**Step 4** – This section to be completed by Director of Human Resources and Risk Management:

Decision of Director of Human Resources and Risk Management \_\_\_\_\_

Signature \_\_\_\_\_ Date Sent to Grievant \_\_\_\_\_

## **Exhibit B**

Job Classifications  
Teamsters Local Union 542  
MOU

<b>TeamstersPositions</b>	<b>Range</b>
Access and Benefits Worker I	177 - C
Access and Benefits Worker II	202
Account Clerk I	137-F
Account Clerk II	153-D
Account Clerk III	175-B
Accounting Technician	201
Administrative Secretary	201
Agricultural Assistant-Standards Technician	194
Agricultural Extension Assistant	174-B
Airport Maintenance Worker	168-B
Animal Control Assistant	172-B
Animal Control Officer	207
Animal Shelter Attendant	187
Appraisal Technician	201
Assessment Technician (Workforce Development Office)	185
Assessment Technician I	170-B
Assessment Technician II	180-B
Assessment Technician III	189-B
Auto CAED-GIS Technician I	239
Auto CAED-GIS Technician II	259
Automotive Mechanic	205
Automotive Service Worker	180-B
Behavioral Health Office Assistant	184-C
Behavioral Health Office Technician	199 B
Behavioral Health Peer Support Specialist I	200
Behavioral Health Peer Support Specialist II	228
Behavioral Health Worker I -Extra Help	Flat \$18.63 hourly
Behavioral Health Worker I	185-C
Behavioral Health Worker II	205
Building Inspector I	238
Building Inspector II	261
Building Inspector III	280
Building Inspector IV	292
Building Maintenance Technician	204
Building Maintenance Worker I	179-B
Building Maintenance Worker II-Mechanical	189-B
Building Maintenance Worker II-Structural	189-B
Building Projects Technician	239
Building Services Worker I	161-C
Building Services Worker II	171-B
Cadastral Mapping –GIS Specialist	259



Carpenter	206
Case Management Technician I	197
Case Management Technician II	218
Case Management Technician III	235
Child Support Assistant I	152-D
Child Support Assistant II	171-B
Child Support Assistant III	189
Child Support Compliance Technician	277
Child Support Process Server	183
Child Support Special Program Coordinator - Ombudsperson	236
Child Support Special Program Coordinator – Outreach	236
Child Support Specialist I	197
Child Support Specialist II	218
Child Support Specialist III	236
Civil Engineering Technician	239
Civil Process Server	183
Client Services Assistant	171-B
Client Services Specialist	217
Client Services Technician	185
Commissary Clerk	155-D
Community Service Worker I – Extra Help	Flat \$18.63 Hourly
Community Service Worker I	166-C
Community Service Worker II	218
Computer Operations Specialist	214
Construction Technician	239
Cook	175-B
Criminal Research Specialist I	261
Criminal Research Specialist II	279
Data Entry Operator	142-E
Deputy Public Guardian-Administrator I	239
Deputy Public Guardian-Administrator II	259
Elections Technician	189
Electrician I	224
Electrician II	236
Eligibility Technician I	197
Eligibility Technician II	218
Eligibility Technician III	236
Employment and Training Worker I	197
Employment and Training Worker II	218
Employment and Training Worker III	236
Employment Coordinator	217
Employment Developer	185
Environmental Compliance Technician	253
Equipment Operator I	191
Equipment Operator II	206
Equipment Operator III	211

Estate Property Coordinator	191
Evidence Technician	217
Executive Assistant I	236
Executive Assistant II	256
Family Literacy Specialist	170-B
Fellowship Program Participant	Flat \$18.33 Hourly
Fire Code Inspector	215
Fire Equipment Mechanic	223
Grounds Maintenance Worker I	161-C
Grounds Maintenance Worker II	171-B
Health Services Assistant	171-B
Heavy Equipment Mechanic	223
HVAC Mechanic I	208
HVAC Mechanic II	223
Imaging Technician	171-B
Information and Assistance Coordinator	218
Investigative Assistant	217
Laboratory Assistant	177
Legal Clerk I	161-C
Legal Clerk II	185
Legal Office Assistant I	161-C
Legal Office Assistant II	185
Library Administrative Coordinator	223
Library Assistant I	161-C
Library Assistant II	171-B
Licensed Vocational Nurse – Public Health	264
Locksmith	203
Mail Clerk	171-B
Mechanic-Equipment Operator	223
Medical Records Assistant	147-E
Mental Health Rehabilitation Specialist	262
Mental Health Rehabilitation Specialist – Shift Lead	277
Mental Health Rehabilitation Technician I	219
Mental Health Rehabilitation Technician II	235
Mental Health Rehabilitation Technician III	250
Microfilm Technician	171-B
Office Assistant II	152-D
Office Assistant III	171-B
Office Technician	189
Ombudsman Coordinator	236
Optical Imaging Technician	148-E
Painter	203
Park Ranger	175-B
Parks Service Worker	132-F
Payroll Technician	201
Plumber	206

Pre Trial Services Specialist	218
Program Compliance Coordinator	217
Project Inspector	202
Public Authority Assistant	189
Public Authority Social Worker	219
Public Guardian-Administrator Assistant	199
Public Health Laboratory Technician	221
Public Health Rehabilitation Technician	250
Purchasing Systems Coordinator I	235
Purchasing Systems Coordinator II	253
Recordable Document Examiner	189
Records Division Specialist	211
Registered Dental Assistant	206
Retirement Administrative Assistant	201
Retirement Specialist I	229
Retirement Specialist II	249
Right-of-Way Technician	235
Road Maintenance Worker	176-B
Screener	167-C
Senior Animal Control Officer	227
Senior Capital Improvement Program Project Technician	278
Senior Carpenter	226
Senior Construction Program Project Technician	278
Senior Park Ranger	195
Senior Title Examiner	185
Senior Veterans Services Representative	238
Services Support Assistant I	153-D
Services Support Assistant II	172-B
Services Support Assistant III	192
Sheriff's Correctional Clerk	180
Sheriff's Records Clerk	180
Sheriff's Training Coordinator	274
Social Services Assistant	205
Social Services Assistant - BJMRH	205
Social Worker I	219
Social Worker I-BJMRH	219
Social Worker II	237
Social Worker II-BJMRH	237
Social Worker III	255
Social Worker IV	273
Solid Waste Site Attendant	176-B
Storekeeper	170-B
Striping and Sign Assistant I	191
Striping and Sign Assistant II	206
Substance Use Disorders Counselor I	231
Substance Use Disorders Counselor II	248

Substance Use Disorders Counselor III	260
Survey Technician	265
Surveying Assistant I	178
Surveying Assistant II	203
Surveying Technician	265
Tax Collections Technician	201
Technology Specialist I	228
Technology Specialist II	248
Technology Specialist III	258
Telecommunication Systems Specialist I	320
Telecommunication Systems Specialist II	340
Therapy Aid	149-E
Title Examiner	157-D
Vector Control Technician	221
Veterans Services Representative	197
Vocational Nurse / Psychiatric Technician I	252
Vocational Nurse / Psychiatric Technician II	267
Vocational Nurse / Psychiatric Technician III	282

## **EXHIBIT C**

### **TUITION REIMBURSEMENT PROGRAM POLICY**

## TUITION REIMBURSEMENT PROGRAM POLICY

The purpose of the County of Imperial's Tuition Reimbursement Program is to encourage employees to continue their education and advance their professional aspirations through education. The objective of the program is to provide financial support to cover eligible expenses for employees seeking a college degree, professional certification, accreditation or license as outlined in this policy.

To be eligible for tuition reimbursement, the college degree, certification, license or accreditation must be directly related to the work of the employee's department and/or position or offer substantial benefit to the County. Exceptions may be made for elective courses that are required to obtain a college degree.

Eligible expenses include tuition, textbooks, registration fees, parking fees and laboratory fees. Conferences, conventions, institutes, seminars or courses eligible under in-service training are not included in the Tuition Reimbursement Program.

Tuition Reimbursement is available for the following:

1. College-level courses towards the acquisition of an Associate degree or higher taken at an accredited institution as defined by the Western Association of Schools and Colleges (WASC) or equivalent out-of-state agency.
2. Courses or academies recognized by a professional association to prepare to take a test to obtain a certification, license or professional designation.
3. College-level courses taken at an accredited institution as defined by the Western Association of Schools and Colleges (WASC) or equivalent out-of-state agency but not taken as part of a degree program will be evaluated on a case-by-case basis.

The amount of the reimbursement will be determined by the employee's corresponding MOU. For non-represented employees, such amount shall be the maximum amount granted in any MOU.

Course reimbursement is not eligible if funds from other funding sources are available to defray the costs. For the purpose of this policy, student loans are not considered a funding source.

Reimbursement requirements:

1. Only regular, full time employees are eligible to participate. Limited term, extra-help and employees on their initial probationary period are not eligible for this program.
2. Employees must be employed by the County from the beginning through the end of the course.
3. The employee must submit a Tuition Reimbursement application prior to the enrollment in the course or prior to making a payment.
4. The courses must be taken on the employee's own time or upon the department head's approval, the employee may use their vacation or compensatory time.

5. Before requesting reimbursement, the employee must furnish evidence that the employee received credit(s) for the completion of the course. If the course is a non-credit course, the employee must furnish evidence of satisfactory completion of the course.
6. The employee shall have 90 days from the completion of the course to submit a request for reimbursement under this policy. Such request shall also include a receipt indicating the amount of all payments.

BOS 11.6.18