

Exhibit B

Memorandum of Understanding

District Attorney Investigators

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF IMPERIAL
AND THE
IMPERIAL COUNTY DEPUTY
DISTRICT ATTORNEYS ASSOCIATION
FOR THE
DISTRICT ATTORNEY INVESTIGATORS

Effective July 1, 2025 through June 30, 2027

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ARTICLE 1 - PARTIES TO THE MOU

This Memorandum of Understanding (hereinafter "MOU") is made and entered into between the County of Imperial (hereinafter "COUNTY") and the Imperial County Deputy District Attorney Association representing the District Attorney Investigators (hereinafter "ICDDAA") pursuant to the Employer - Employee Relations Policy of the COUNTY, which is fully incorporated herein by reference as though fully set forth as a part of this MOU, except where inconsistent with a specific term of this MOU.

ARTICLE 2 - EMPLOYEES COVERED

The provisions of this MOU shall apply to all employees occupying those job classifications herein identified in Attachment A. The bargaining unit shall include permanent and probationary part-time and full-time employees and shall exclude extra-help, seasonal, special assignment, substitute, and temporary employees.

ARTICLE 3 – RATIFICATION

It is agreed that this MOU shall be of no force or effect until ratified and approved by the membership of the ICDDAA and, thereafter, is ratified and approved by the COUNTY Board of Supervisors.

ARTICLE 4 – TERM OF MOU

Upon agreement of the parties, ratification by the bargaining unit and adoption by the Board of Supervisors, this MOU shall be in effect for the term of July 1, 2025 through June 30, 2027.

During the final year of this MOU, 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 5 - SCOPE OF REPRESENTATION

The scope of representation shall be as set forth in Government Code section 3504, as it may be amended from time-to-time, and which provides that: The scope of representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment, except that the scope of representation shall not include consideration of the merits, necessity, organization, selection or discontinuation of any service or activity provided by law or executive order. COUNTY shall provide prior notice of proposed rules, ordinances, resolutions or regulations affecting matters within the scope of representation pursuant to Government Code section 3504.5 except in cases of emergency. COUNTY shall be authorized in an emergency, and for the duration of such emergency, to suspend any provision of this MOU, which is reasonably necessary to protect public health and safety without

notice and without meeting and conferring where such prior notice and meeting is impracticable. In such emergencies, the County shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

ARTICLE 6 – COUNTY RIGHTS

The COUNTY retains all rights, which are excluded from the scope of representation. Such rights include, but are not limited to, COUNTY's exclusive right to determine its mission(s) and the mission(s) of its departments, the procedures, and standards of selection for employment, appointment and promotion; to direct, assign, supervise, discipline, relieve from duty because of lack of work or lack of funds or for other legitimate reasons; evaluate its employees and determine the content of job classifications; maintain the efficiency of governmental operations; determine the methods, means, numbers and types of personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; contract and subcontract out work of all employees in a class or department where determined by the COUNTY Board of Supervisors to be in the best interests of the COUNTY provided that such contracting out does not result in the layoff of unit members; exercise complete control and discretion over its organization and the means, methods, and procedures of organizing and performing its work; to review and determine the merits, necessity, or organization of any service or activity provided by law or executive order; and to execute the above powers and authority in any manner not inconsistent with the specific terms of this MOU, provided that such terms are in conformance with law.

ARTICLE 7 – UNIT MEMBER RIGHTS

Unit members shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Unit members also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with COUNTY. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by COUNTY, ICDDAA, or by any employee organization because of the employee's exercise of these rights.

ARTICLE 8 – IMPERIAL COUNT DEPUTY DISTRICT ATTORNEY ASSOCIATION (ICDDAA) REPRESENTING THE DISTRICT ATTORNEY INVESTIGATORS RIGHTS

ICDDAA representatives may have access to its unit members during the workday on non-work time to discuss ICDDAA business. Further, upon request for representation by an employee represented by the ICDDAA, such representative shall be permitted reasonable time during work hours without loss of pay to conduct such representation. Such business or representation shall not be permitted where manpower or shift assignments are adversely impacted, or additional staffing or compensation will or does result. ICDDAA may use facilities of the District Attorney's Office for ICDDAA meetings on nonworking time, and when not previously reserved or scheduled for cleaning or maintenance, to conduct ICDDAA business providing that ICDDAA gives the District Attorney or designee reasonable advance notice of any such request, and the facility or facilities are available for such use.

ARTICLE 9 - SALARIES

Salary Wage Adjustment:

The County proposes a 3% base wage adjustment effective first full pay period in July 2025 or effective the first full pay period following ratification of the MOU, whichever is later.

The County proposes a 3% base wage adjustment effective first full pay period in July 2026

The compensation increases provided during the term of this agreement shall satisfy any and all obligations of the parties to reopen Article 9 of the MOU for further negotiations. No further reopeners on economic issues, including salaries, shall be required during the term of this MOU. Notwithstanding this provision, the parties agree to meet and confer over the potential implementation of adjustments to the compensation of individual classifications based on the County's pending Classification and Compensation Study. Any agreed upon adjustments resulting from the meet and confer process will be memorialized in a side letter of agreement.

ARTICLE 10 - 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. 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 District Attorney Investigators and the Board of Supervisors.
- C. The selection of the Medical Plan shall be at the unit member's option, which must be exercised in writing by the member during the enrollment periods established by the County. If the member makes no selection, the County will select employee only coverage under Medical Plan II and apply its total contribution toward the payment of the premium for that plan. Any

increases in the cost of Plan II shall be paid automatically by each unit member by payroll deduction from the unit member's bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor or other mutual agreement between the ICDDAA and the Board of Supervisors.

- D. The County will also provide at no cost to unit members vision and dental benefits under the self-funded plans approved by the Board of Supervisors effective January 1, 1996. The employee must elect in writing to participate in such plans during the open enrollment periods established by the County.
- E. As an alternative to paragraph D above, during the open enrollment period unit members may elect to participate in the Dental Health Services Plan (DHS) provided by the County at no cost to unit members.
- F. Effective January 1, 2026, the County Health Plan shall be configured as follows:

County of Imperial - Active Employees

Blue Shield Medical Plan

Effective January 1, 2026

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

Out-of Pocket Limit (individual)	\$3,000	\$6,000
Out-of Pocket Limit (family)	\$6,000	\$12,000
Non-Preferred Providers (4)	40%	40%
Out-of Pocket Limit (individual)	\$6,000	\$12,000
Out-of Pocket Limit (family)	\$12,000	\$24,000
Prescription Drug Benefit		
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
Chiropractic Benefit	80%	Not Covered
Annual Maximum	\$125	Not Covered
Cost Containment (3)	Included	Included

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

Osteoporosis screening (medically necessary)	No Charge	40%
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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

ARTICLE 11 – LIFE INSURANCE

The following life insurance benefits will be provided:

- A. The County will provide 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 an amount of \$125, 000.
- B. In addition, the County will contribute, on behalf of each bargaining unit member, the sum

of \$15.00 per pay period toward the purchase of Voluntary Term Life Insurance coverage under the life insurance program selected by the Board of Supervisors. The bargaining unit member may, as permitted under the life insurance program selected by the Board of Supervisors, purchase such additional life insurance coverage as the unit member may select, at the member's expense.

ARTICLE 12 – UNIFORM ALLOWANCE

Beginning January 2016 the County will provide each unit member required to wear a uniform or specified civilian attire while on duty for the County an allowance in the amount of \$1,500.00 each year payable each January and each year thereafter. Unit members are to use the allowance to purchase uniforms, or specified civilian attire, as needed or desired. The Department Head shall specify the uniform or civilian attire to be worn on duty by unit members. Any uniform change(s) that will result in an expense to purchase new uniforms in excess of the uniform allowance during one calendar year will be phased in over a two-year period.

ARTICLE 13 – CLASS B DRIVER'S LICENSE

The County agrees to reimburse each unit member who is required by his/her Department to obtain a Class B Driver's License for the fee charged by the Department of Motor Vehicles for issuance of the license, not to exceed \$57.00 per issuance. The reimbursement will be made following presentation by the unit member to the Department of proof of payment of the fee and issuance of the license in accordance with County payroll procedures.

ARTICLE 14 – RETIREMENT CONTRIBUTIONS

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

ARTICLE 15 - EDUCATIONAL INCENTIVE PROGRAM

There is established an Educational Incentive Program as outlined herein.

- A. All unit members eligible to participate in programs leading to the acquisition of either a Peace Officer Standards and Training Intermediate Certificate or a Peace Officer Standards and Training Advanced Certificate shall be eligible to participate in the Educational Incentive Program.
- B. Unit members participating in the Educational Incentive Program shall be provided with educational incentive pay:

Employees possessing an Intermediate Peace Officer Standards and Training Certificate shall receive an amount equal to two and one-half percent (2.5 %) of base salary.

Employees possessing an Advanced Peace Officer Standards and Training Certificate

shall receive an additional five percent (5 %) of base salary, the maximum benefit under this Article shall be 7.5% of base salary.

C. Tuition Reimbursement

Subject to existing policies and procedures, all employees covered herein shall be eligible for reimbursement for the actual costs of tuition, registration, laboratory fees, textbooks, parking fees and other required instructional materials or equipment under the County's Tuition Reimbursement Program. Tuition reimbursement for a total fiscal year amount of \$2,500 for undergraduate program and \$3,000 for graduate program. All other provisions are set forth in the County's Tuition Reimbursement Program Policy.

ARTICLE 16 – RETIREMENT BENEFITS

- A. In 2001, the Board of Supervisors adopted a resolution pursuant to Government Code sections 31678.2 and 31664.1 on the conditions specified in this Article. The resolution changed the formula for the calculation of retirement benefits applicable to the service credit earned by safety members of the County retirement system to that provided in Government Code section 31664.1 (AB 1937). Such resolution provides the additional pension identified in Section 31664.1 equal to 3% of the safety member's final compensation at the age of retirement up to the maximum at the safety member's age 50 (3% at 50). The additional pension includes credit for all prior service as a safety member for those retiring after the effective date of such resolution. Contributions were not made by safety members having credit for 30 years or more of continuous service. The Resolution was conditioned upon all safety members paying the full additional contributions of both the County and the safety member for the 3% at 50 benefit on or after the effective date of said resolution, including any increases in the contributions of the safety member and/or the County thereafter.
- B. Notwithstanding the above requirement that all safety members pay the full additional contributions of both the County and safety members, the County and the bargaining unit acknowledge the agreement entered into in the MOU effective July 1, 2007, wherein the County agreed to contribute 1/3 of the cost to cover the approximate \$7.3 Unfunded Actuarial Accrued Liability (UAAL) or approximately \$2,419,588 to the safety member's retirement unfunded actuarial accrued liability reserve accrued as of June 30, 2006, which is equivalent to an approximate 1.18% of payroll. Without the County's contribution towards relief of the UAAL stated in this section, the total safety member's contribution rate would have otherwise increased by 2.9%. County and the bargaining unit acknowledge that the County's 2007 agreement to contribute towards the UAAL was a one-time exception to the provisions of the resolution reference in Section A above, and that, absent future written agreement, nothing in that section, or in the 2007 MOU between the parties would require the County to pay any portion of any additional future increases in the County or the safety members' contribution rates for the enhanced benefit other than as specifically set forth in this section.

- C. Both safety legacy employees and safety PEPRA employees are responsible for payment of the UAAL for the supplemental retirement benefit referenced in Section A above, and as reduced by the 2007 Agreement referenced in Section B above. 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 safety legacy members shall continue to be required to pay the UAAL for supplemental retirement benefit in order to maintain the benefit. As safety PEPRA employees are not eligible to receive such benefit, the County agrees to make the required payment of the UAAL on behalf of the safety PEPRA employees' effective first pay period following ratification of the MOU, whichever is later.
- D. Such contributions made by County on behalf of the safety PEPRA employees shall be non-refundable to the member. The County's obligation to pay the UAAL for the enhanced benefit on behalf of safety 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 safety PEPRA employees absent an express agreement between the parties. Moreover, the County will have no obligation to make payments of the UAAL for safety 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 safety 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 safety 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 safety PEPRA employees' retirement benefits, the safety PEPRA employees will be immediately required to resume payment of their share of the UAAL for the supplemental retirement benefit.

- E. 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 Article 14 and Sections B and D above.

ARTICLE 17 – PRE TAX CONTRIBUTIONS TO RETIREMENT PLAN

The County proposes to treat employee contributions to the County Retirement Plan as if they were the employer contributions within the meaning of 26 U.S.C. section 414(h)(2) which shall result in unit member contributions to the retirement plan being paid by unit members but being made on a pre-tax basis to reduce gross taxable wages. If the parties tentatively agree to this provision in writing, the Board of Supervisors will adopt a resolution, which will become effective January 1, 2006. The parties agree that the County shall not be liable for and is not responsible

for advising individual members on the impacts of this plan on their current personal tax liability or upon their possible individual taxation upon the withdrawal or receipt of retirement contributions as a result of the adoption of a resolution pursuant to this provision.

ARTICLE 18 - NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT

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:

- A. 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 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

- B. 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 and elect to be subject to this section on or after the operative date in Section 31727.7. The Board of Supervisors shall prescribe the time period and conditions governing the election.
- C. The nonservice-connected disability retirement allowance described in paragraph A above shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including this Article 18 requiring their eligible unit members to be enrolled in this benefit on or before November 1, 2005.

ARTICLE 19 – SALARY RECLASSIFICATIONS

The County herein agrees that no salary reclassification request affecting unit members, as herein defined, submitted to the County by any department shall be implemented unless said request is

first submitted to the ICDDAA to provide an opportunity to meet and confer. For purposes of this paragraph, salary reclassification is herein defined as: A request to adjust the salary of a job classification description where the duties and responsibilities of the job have not significantly changed as determined in accordance with the County's job analysis program. Further, 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 and not a particular job title. It is the intent of this Article to resolve any salary adjustments through the meet and confer process.

ARTICLE 20 – PROBATIONARY PERIOD

- A. Employees newly hired into the unit after December 31, 1998, who have not served an eighteen (18) month probationary period while employed by the County shall serve an additional probationary period of one (1) year pursuant to the terms of applicable county policies and ordinances.
- B. All new employees, as defined in Section 3.08.130 of the County Ordinances, who enter County service by appointment to permanent positions in the classified service, shall serve initial probationary period of twelve (12) months, except for new employees hired in the following classifications who shall serve a total period of initial probation of eighteen (18) months:
 - 1. District Attorney Investigator
- C. The probationary period shall begin on the effective date of appointment. The eighteen (18) month probationary period shall be the total period served by District Attorney Investigator.
- D. All employees who are promoted to positions in the same department or to positions in another department shall serve an additional probationary period in the new position of twelve (12) months, including law enforcement personnel. Said probationary period shall begin on the effective date of the promotion. Promotions shall include appointments to positions in different higher-salaried classifications and appointments from a lower level to a higher-level position in the same classification where a class has two or more levels.

ARTICLE 21 – SICK LEAVE

- A. Subject to the limitations and requirements of County Ordinance 3.08.190, or its successor, unit members earn sick leave at the rate of .04615 hours of sick leave for each paid, regularly - scheduled working hour, to a maximum of eighty (80) working hours in any pay period. During the term of this MOU, the County shall make payment of sick leave buy back on or before the first payday in September.
- B. Unit members shall notify their immediate supervisor as soon as they are aware they will not be able to report to work due to personal or family illness.
- C. Unit members absent from duty due to illness or injury in excess of three (3) consecutive work days, excluding intervening weekends, holidays and vacation days, may be required to furnish a statement from their physician verifying the necessity for the absence and

certifying that the employee is released to return to work. Where a supervisor has reasonable cause to suspect the abuse of sick leave, such physician's statement may be required for a period of absence, which is less than three (3) consecutive days.

D. Any unit member who is entitled to sick leave may, in any calendar year, use the unit member's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during a six month period at the unit member's then current rate of entitlement, to attend to an illness of a child, parent, spouse, registered domestic partner of the unit member or a child of the registered domestic partner of the member. All conditions and restrictions placed by the County upon the use by a unit member of sick leave shall also apply to the use by a member of sick leave to attend to an illness of the employee's child, parent, spouse, registered domestic partner of the member or a child of the registered domestic partner of the member.

1. 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 or the child of a registered domestic partner of the unit member. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
2. Nothing in this Article 21 extends the maximum period of leave to which a unit member may be entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

ARTICLE 22 – BEREAVEMENT LEAVE

Death or Critical Family Illness

Each employee shall be entitled to use a maximum of five (5) days accumulated sick leave credit within any fiscal year for each absence due to death of an immediate family member.

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 fifteen days. Unused leave under this Section shall not accumulate from year to year.

ARTICLE 23 – VACATION

- A. Subject to the limitations and requirements of County Ordinance 3.08.230, or its successor, unit members earn vacation at the rate of .05769 hours of vacation for each paid, regularly scheduled working hour, to a maximum of eighty (80) working hours in any pay period. Vacation credits may not be accumulated in excess of thirty (30) days. Unit members who have completed fifteen (15) years of continuous full-time service earn .07692 hours of vacation for each paid, regularly scheduled working hour to a maximum of eighty (80) working hours in any pay period. Vacation credits for these unit members may not be accumulated in excess of forty (40) days.
- B. All vacations shall be scheduled in advance and approved by the unit member department head.

ARTICLE 24 - COMPENSATORY TIME OFF FOR HOLIDAYS

Any bargaining unit member who is required by the County to work on a holiday as established by paragraph C of County Ordinance 3.08.250, as the County may amend that ordinance from time to time, shall be compensated for the holiday hours actually worked by receiving compensatory time off at the rate of one and one-half times the number of holiday hours actually worked.

ARTICLE 25 – HOLIDAYS

- A. Unit members shall be provided with the holidays provided in County Ordinance 3.08.250 under the conditions stated therein.
- B. A birthday holiday will be scheduled on or near the unit member's birthday. Such holiday shall not be carried over from year-to-year, and shall be scheduled in cooperation with the Department Head or designee consistent with the operational needs of the County or Department. 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. Unit members whose regular workday exceeds ten hours shall receive their entire regularly assigned shift as the birthday holiday.
- C. On March 12, 2019, the County granted, through board action, the Cesar Chavez Holiday to all pending units, including DAI.

ARTICLE 26 - GRIEVANCE PROCEDURE

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, including those, 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 this Memorandum or as found in the Employer Employee Relations Policy (EERP).
- (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 his/her bargaining unit representative 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 immediate supervisor's response to submit the grievance in writing to the next higher authority. The grievant shall provide a copy of the grievance to the bargaining unit representative. 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.

- (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.
- (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 may require that the grievance be processed through all supervisory levels. If 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 responded 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 supervision/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 supervisor/manager is required to respond.

ARTICLE 27 - PERSONNEL FILES

The official personnel file of each unit member shall be maintained at the County's central administrative office. Personnel files shall be confidential, and access to personnel files shall be limited to any individual with the written, signed and recently dated consent of the member and employees, representatives or agents of County with a need to know and authorization by County, or pursuant to judicial process.

Materials in the official personnel file of each unit member, which may serve as a basis for affecting the status of the member's employment, are to be made available for the inspection of

the member. Every unit member shall have the right to inspect such materials upon request, provided that such request is made at a time when such member is not actually required to render services to the County.

Information of a derogatory nature shall not be entered in the personnel file of a unit member until the member has been provided with the original document, and has read, signed and dated a copy of the document containing the adverse comment indicating that the employee is aware of such comment. Should the member refuse to sign the document, that fact should be noted on the document, and signed or initialed by the supervisor.

A peace officer shall have thirty (30) calendar days within which to file a written response to any adverse comment entered in his or her personnel file. Such written comment shall be attached to, and shall accompany the adverse comment.

Peace officer personnel files shall be additionally governed by the Policies and Procedures of the Imperial County District Attorney's Office.

ARTICLE 28 - PERFORMANCE EVALUATION

Unit members shall be evaluated in accordance with the standards and procedures provided in the applicable Imperial County policies and Imperial County Ordinances.

ARTICLE 29 - NO STRIKE – NO LOCKOUT

County and the ICDDAA agree that during the term of this MOU, ICDDAA, its officers of members shall not sanction, encourage, actively support, assist or participate in any strike, slow-down, work stoppage or other concerted activity which interferes with the operations of the District Attorney's Department. Any unit member who violates this provision will be subject to appropriate disciplinary action. County agrees that it will not lockout unit members during the term of this MOU. Nothing in this Article shall preclude bargaining unit members from engaging in concerted activity which does not interfere with the operations of the District Attorney's department or which is protected speech.

ARTICLE 30 - SEVERABILITY OF PROVISIONS

If any provision of this MOU, or any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this MOU should be held to 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 31 - EFFECT OF MOU

- A. The County and the ICDDAA mutually agree that the terms and conditions set forth in the Articles and provisions of this MOU 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 MOU. Side Letters of Agreement previously entered

into by the parties remain in full force and effect unless inconsistent with the terms of this MOU.

- B. The County and the ICDDAA mutually agree that this MOU shall be in full settlement of all issues, which were, could have been, or may be the subject of meeting and negotiating at the time of its final ratification by the Board of Supervisors. It is further agreed that these terms and conditions of employment shall not be the subject to meeting and negotiating during the term of this MOU unless by mutual consent in writing, pursuant to the reopener provisions of this MOU, or as specified by a procedure expressly allowing Same stated in this MOU or otherwise required by law. The County has the right to act on any matter during the term of this MOU as long as any such action is not in violation of this MOU or is not a matter within the scope of representation, which is not covered by this MOU.
- C. Any policies and practices inconsistent with the express terms of this MOU 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 MOU and do not modify matters within the scope of representation, which are not covered by this MOU.
- D. Except in cases of emergency, County shall give reasonable written notice to ICDDAA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by County and shall give ICDDAA the Opportunity to meet with County. In cases of emergency, County shall give ICDDAA such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 32 – REOPENER PROVISIONS

There shall 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 set forth in Article 6.

ARTICLE 33 - AB 119 NEW EMPLOYEE ORIENTATION

The County will provide a representative of District Attorney Investigators 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 34 – CLASSIFICATION AND COMPENSATION STUDY

During the term of this MOU, the parties agree to meet and confer over the potential implementation of adjustments on the County's pending Classification and Compensation Study.

ARTICLE 35 – VACATION BUY BACK

The County proposes unit members to participate in the vacation buy back program up to a maximum of 40 hours. All other criteria of the current program will apply.

DATED: _____

KEVIN KELLY, REPRESENTATIVE FOR
ICDDAA ON BEHALF OF THE DISTRICT
ATTORNEY INVESTIGATORS

DATED: 06-20-25

DAVID FRAZER, PRESIDENT
FOR DISTRICT ATTORNEY INVESTIGATORS

DATED: 6-24-25

JOHN HAWK, CHAIRMAN
IMPERIAL COUNTY BOARD OF
SUPERVISORS

CLERK OF THE BOARD OF SUPERVISORS

MOU Ratified by the Board of Supervisors on 6-24-25

ATTACHMENT A



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 7/1/25

Approved by the Board of Supervisors:

6/24/25 36

Clerk of the Board of Supervisors
County of Imperial

Date

Minute Order #

BY: M. Donayre
Deputy