

Exhibit B

Memorandum of Understanding

Probation & Corrections Peace Officers Association

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
COUNTY OF IMPERIAL**

AND THE

**PROBATION AND CORRECTIONS
PEACE OFFICERS ASSOCIATION**

Through June 30, 2027

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Article 1 – PARTIES

This memorandum of understanding (“AGREEMENT”) is made and entered into between the (“County”) and the Probation & Corrections Peace Officers Association (PCPOA).

ARTICLE 2 – BINDING NATURE OF AGREEMENT

The provisions of this AGREEMENT are binding on the parties notwithstanding contrary provisions, which may exist in ordinances, resolutions or other agreements.

ARTICLE 3 – 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 affect as if the part so held had not been included herein.

ARTICLE 4 – 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 5 – RECOGNITION

County recognizes the Probation and Corrections Peace Officers Association (PCPOA) as the sole and exclusive bargaining agent for all employees in the unit, which includes the job classifications, listed in “Appendix A” as attached. 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 6 – TERM

- 6.1 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.

- 6.2 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 period shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained therein.

ARTICLE 7 – PCPOA RIGHTS

7.1 Representation

PCPOA has the right to represent employees identified in “Appendix A” as specified by state law and pursuant to the County’s Employer-Employee Relations Policy. PCPOA will notify the Director of Human Resources of its officers and directors as well as any staff employees.

7.2 Official Representation for Meet and Confer

PCPOA may select three (3) official representatives, and three (3) official alternates who are County employees, and may utilize time during, normal working hours for meeting and conferring with authorized representatives of the County subject to advanced scheduling. However, no more than three (3) official representatives shall be allowed time-off with pay at any one time for meet and confer purposes. The Association shall notify the County Director of Human Resources of all official representatives and alternates within fifteen 15 days of any change.

ARTICLE 8 – MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with the County except those, which are clearly and expressly limited by this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- 8.1 The right to determine the mission of each of its agencies, departments, institutions, boards and commissions including the standards of services to be offered;
- 8.2 The right to full and exclusive control of the management of the County; supervision of all operations; determination of 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;
- 8.3 The right to determine the work to be done by the employees including establishment of levels of service and staffing patterns;
- 8.4 The right to change or introduce new or improved operations, methods, means or facilities; or to contract for work to be done;
- 8.5 Subject to County ordinances, the right to bear, schedule, set and enforce performance standards, 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;

- 8.6 All the rights, responsibilities and prerogatives, which are inherent of the County by virtue of all federal, state and local laws and regulations;
- 8.7 The exercise by the County through its Board of Supervisors and management personnel of the rights enumerated herein shall not in any way directly or indirectly be subject to the grievance procedure set forth in this MOU.

ARTICLE 9 - WORK WEEK

Compensation for County employees is predicated upon the performance of forty (40) hours of work during the "work week".

ARTICLE 10 - ON CALL PAY

- 10.1 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.
- 10.2 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.
- 10.3 Any unit member who is "on-call" shall be accessible by phone at all times to respond promptly to job-related telephone contacts. If necessary, they must leave his or her location within thirty (30) minutes and respond to the worksite within a reasonable period of time and/or required by his/her management. However, while "on-call" the employee shall be free to pursue personal matters, so long as he/she remains able to respond promptly to the contact and be ready to report to work if necessary in accordance to all County policies.
- 10.4 Each unit member shall be required to keep a log of all "on-call" service and responses, on a form provided by the department. 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.

ARTICLE 11 – OVERTIME

- 11.1 Employees shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all authorized hours worked in excess of forty (40) hours in any workweek. All hours worked beyond the normal workday shall be reported on the payroll certificate covering the period in which such time was worked, even where the total number of hours shown for the workweek does not exceed forty (40) hours.

ARTICLE 12 – COMPENSATORY TIME OFF (CTO)

- 12.1 Employees may accrue compensatory time in lieu of overtime pay with the approval of the Department Head or designee. The accrual rate for CTO shall be one and one-half (1½)

hours for each hour of overtime time worked. Employees must take earned compensatory time off within one (1) year from the date the overtime was worked.

ARTICLE 13 – VACATION

13.1 Accrual

All employees holding a permanent position in the classified service shall earn vacation as follows:

| Years of Service | Annual Accrual | Per Pay-period |
|------------------|----------------|-------------------------------|
| 0-14 years | 15 Days | 4.615 hours (.05769 per hour) |
| 15+ years | 20 Days | 6.154 hours (.07692 per hour) |

Computation shall be based on the above rate for each hour of paid time up to a maximum of eighty (80) hours per pay period.

13.2 Eligibility

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

ARTICLE 14 – HOLIDAYS

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

- a. January 1st
- b. The third Monday in February
- c. Cesar Chavez Day - March 12
- d. Good Friday
- e. The last Monday in May
- f. July 4th
- g. The first Monday in September
- h. November 11th, known as Veteran's Day
- i. The Thursday in November appointed as Thanksgiving
- j. The Friday following Thanksgiving Day
- k. December 25th

l. The third Monday in January known as Martin Luther King Jr. Day

m. A birthday holiday to 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 and shall be consistent with the operational needs of the County.

In the event that any of the above holidays fall 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.

14.2 Holidays Worked

All employees covered by this Agreement who are required to work on a holiday, shall be compensated for such work performed at the rate of one and one-half (1 ½) times their regular rate of pay. Additionally, such employees shall receive equivalent time off which shall be reported as compensatory time earned on the payroll certificate. Employees whose regularly scheduled day off falls on a holiday shall be entitled to equivalent time off which shall be reported as compensatory time earned on the payroll certificate.

ARTICLE 15 – PAYDAY AND DEDUCTIONS

Employees are paid on Friday, every two weeks (bi-weekly). Each paycheck represents earnings from a previous pay period running from Friday of one week through Thursday two weeks later. Five days' elapse after the end of the pay period before the employee is paid. Accompanying each paycheck 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

ARTICLE 16 – SPECIAL PAY PRACTICES

16.1 Bilingual Differential

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. 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.

16.2 Mileage

Employees, who are required to use their private vehicle on County business, shall be reimbursed at the current mileage reimbursement rate established by the Internal Revenue Service.

16.3 Out-of-Class Pay

Employees required to work out of classification by their department heads for a period exceeding thirty (30) calendar days duration shall receive a salary increase of a minimum five percent (5%) or the first salary step of the salary range of the job classification in which such work is being performed, whichever is greater. When employees are required by their department heads to so work out-of-class, the department head shall request approval of the out-of-class work salary increase from the Director of Human Resources, and such increase shall be granted if approved by the Director of Human Resources. Such out-of-class 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.

16.4 Shift Differential

Employees who are required to work the following shifts shall receive shift differential pay in addition to their regular salaries as follows:

- (a) Five percent (5%) of base pay 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) Seven and one-half percent (7.5%) of base pay 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.

16.5 Tuition Reimbursement

All Unit members shall be eligible to participate in the County's tuition reimbursement program 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 17 - DEFERRED COMPENSATION PROGRAM

The County agrees to provide to members of PCPOA the opportunity to participate in the County's Deferred Compensation Program.

ARTICLE 18 - HEALTH INSURANCE

- 18.1 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 | \$0.00 | n/a | \$0.00 |

- 18.3 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 Probation & Corrections Peace Officers Association and the Board of Supervisors.
- 18.4 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 within thirty one (31) days of their hire date, the COUNTY will select employee only coverage under Medial 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 units and the Board of Supervisors.

- 18.5 The County will also provide at no cost to employee's 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.
- 18.6 As an alternative to paragraph above, during the open enrollment period employees may elect to participate in the Dental Health Services Plan (DHS) provided by the County at no cost to unit members.
- 18.7 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 |
|------------------------------------------|---------------------------|---------------------------|
| 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 |
| <i>Osteoporosis screening (medically necessary)</i> | No Charge | 40% |

Each employee holding a permanent position in the classified service shall earn .04615 hours of sick leave per pay period. No employee shall be entitled to use sick leave with pay while absent from duty on account of any of the following reasons:

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

Computation shall be based on .04615 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period.

21.2 Notification

Any employee requesting sick leave shall furnish a certificate issued by a licensed physician, or other satisfactory proof of illness, upon the request of the department head. 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. 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.

21.3 Sick-leave Buy Back

Employees 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.

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 a supplemental payroll warrant in the appropriate amount by the Auditor-Controller.

21.4 Sick Leave to Attend to an Employee's Child, Parent, Spouse or Domestic Partner

Any employee who is entitled to sick leave may use in any calendar year the employee's accrued and available sick leave entitlement, in amount not less than the sick leave that would be accrued during a six-month period at the employee's then current rate of entitlement, to attend to the 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.

For the purposes of this sub-section 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.

ARTICLE 22 – 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

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.

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

- 18.7 Unit members shall be notified of any increases in premiums for the health plans, which will be effective at the beginning of each plan year on January 1st. Such notice shall be provided no later than sixty days (60) 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.

ARTICLE 19 – LIFE INSURANCE

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.

County will contribute, for 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 as selected and modified by the Board of Supervisors. The employee may, as permitted under the life insurance program as selected and modified by the Board of Supervisors, purchase additional life insurance coverage at the employee's expense.

ARTICLE 20 – 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 21 – SICK LEAVE

21.1 Accrual

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 23 – FORCE REDUCTION LAYOFF POLICY

23.1 Purpose

It is the purpose of the County's 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.

23.2 General Provisions

- a. This policy shall not apply to the County Executive Officer, 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, regarding severance pay, reemployment lists, and status of 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 the County employees and the new employer does make such an offer in writing to the employee.

23.3 Order of Layoff

- a. When a reduction in the work force 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 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:
 - 1. First, Extra Help/Temporary
 - 2. Second, Probationary
 - 3. Third, Promotional Probationary
 - 4. Fourth, Permanent Full-time

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 or more employees have the same number of layoff points, the order of layoff for such employees shall be determined by drawing lots.

23.4 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 current classification, for a maximum of five (5) years, and shall receive one-half (1/2) layoff point 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 pro-rated 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 shall receive three (3) additional lay-off points for each evaluation factor rating of "excellent" received on an annual evaluation report, but not exceeding a total of twelve (12) additional points for any one evaluation.
 2. Each affected employee shall lose three (3) layoff points for each evaluation factor rating of "need 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 any one 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 any one annual evaluation report than earned on such annual evaluation report and for service 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 check-up 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 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 employment by the County, or service in 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.

23.5 Notification to Affected Employees

Notification to those employees to be laid off shall be made in writing, specify the date the action is to be effective; the reasons for the reduction in force action, 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 thirty (30) calendar days prior to the layoff date. Such notice shall inform the employee of his or her right to request a review of the action by the County's Employment Appeals Board pursuant to the provisions of 3.64.040 of the Codified Ordinances of the County of Imperial. Such notice shall 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 accompanied by a copy of this ordinance.

23.6 Severance Benefits

- a. Any employee in permanent status severed from the service of Imperial County as result of the reduction in force action shall be paid for their accrued vacation benefits in accordance with the provision of Section 3.08.230 paragraph (D), of the Codified Ordinances, and during the period following his severance, in consideration of past service and in addition to any remuneration or benefits to which the employee 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 their last hourly rate. Such payment shall be initiated by the 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 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.

23.7 "Bumping Rights" and Voluntary Reduction in Lieu of Layoff

- a. A promotional, probationary employee or permanent employee who is subject to layoff may, no 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 service 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 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 higher classification, and the incumbent in the lower class with the fewest number of such layoff points shall be subject to layoff.

- b. A permanent employee may exercise the same type of "bumping rights" as provided for herein 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.
- c. 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 is laid off.

23.8 Reemployment Lists

- a. The names of permanent employees who have been laid off shall be placed on a 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 the 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 be placed on the County preferred eligible lists for each of the classes from which laid off in the inverse 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 department of the County, the eligible at the top of the preferred eligible list 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 three (3) 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 3.40.030 of the Codified Ordinance of the County of Imperial; or dismissal for cause from employment subsequent to layoff.

4. Written notice of removal and the reason therefore shall be provided to the person being removed from a reemployment list. Such notice shall inform the person of the right of the person to request a review of the action by the County's Employment Appeals Board pursuant to the provisions of 3.64.40 of the Codified Ordinances of the County of Imperial. Such appeals shall be governed by the Provisions of said 3.64.40 of the Codified Ordinances of the County of Imperial which pertain to dismissals, suspensions, or demotions of permanent employees.
5. Persons certified as appointed from a reemployment list shall be willing and able to for duty on the effective date of the appointment or within 14 days after the offer of reemployment has been made, whichever is later. Persons not so willing or able may be considered unavailable for the appointment.
6. Subject to the provisions of Section 3.40.080 of the Codified Ordinances of the County of Imperial, a person whose name appears on a reemployment list may be required to take and pass a medical examination prior to certification for reemployment. Such person may be considered unable to report for duty and may be than stringent than those, which would be applied to a continuing employee to determine fitness for duty. Written notice of non-approval shall be provided to persons on reemployment lists who fail to meet prescribed medical standards, and such notice shall inform the person of the right of the person to request a review of the action by the County's Employment Appeals Board pursuant to the provision of 3.64.40 of the Codified Ordinances of the County of Imperial.

23.9 Status on Reemployment

- a. Any person employed by the County in any classification at any time during the life of the above described reemployment lists, shall be reinstated into County service with benefits previously accrued to the credit of the employee as follows:
 1. All sick leave credited to the employee's account when laid off shall be restored.
 2. All layoff points for force reduction purposes held upon layoff shall be restored.
 3. All prior continuous service shall be credited for the purpose of determining vacation earning rates, salary step advances regular retirement credits and sick leave retirement credits.
 4. The employee reemployed in the same classification shall be placed on the salary schedule pay step which 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 their new classification in accordance with existing ordinance provisions to demotions, promotions, or transfers.

5. 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.
6. If the reemployment is of a promotional probationary employee to the same class from which the employee was laid off, said employee shall serve out the remainder of this probationary period following the date of reemployment in the same manner as if their probationary period had not been interrupted.

ARTICLE 24 – SALARY

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 24 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 25 – SALARY RECLASSIFICATIONS

The County agrees that no salary reclassification request submitted to the County by any department shall be implemented with respect to the members of this bargaining unit unless the PCPOA is notified of such request and provided a reasonable opportunity to request to meet and confer with respect to such request. For purposes of this section, salary reclassification is herein defined as: A request to adjust the salary of a job classification description 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 and not a particular job title. It is the intent of this provision to resolve any and all salary adjustments through the meet and confer process.

ARTICLE 26 – NON-SERVICE CONNECTED DISABILITY RETIREMENT BENEFIT

- 26.1 Pursuant to Government Code section 31727.7, effective January 1, 2006, a non-service 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% |

- 26.2 The non-service connected disability retirement allowance shall only apply to:
- a) Persons who become members of the retirement system after the operative date prescribed in Section 31727.7;
 - b) 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 such operative date. The Board of Supervisors shall prescribe the time period and conditions governing the election.
- 26.3 The non-service connected disability retirement allowance described in Section 26.1 shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including this Article requiring their members to be enrolled in this benefit on or before November 1, 2005.

ARTICLE 27— RETIREMENT MEMBERSHIP

- 27.1 Deputy Probation Officers shall effective January 1, 1988, be included in the Safety Retirement System. Retirement credit and benefits under that system shall be prospective only from that date.
- 27.2 Juvenile Detention Officer shall be included in the Safety Retirement System. Retirement credit and benefits under that system shall be prospective from January 1, 1990.
- 27.3 Section 27.2 shall not be operative unless all of the following conditions are met:
- a. The Memorandum of Understanding must be ratified by no later than December 1, 1989;
 - b. The Board of Supervisors must adopt a valid resolution as required by law, which the

Board agrees to do within thirty (30) days after ratification of this Memorandum of Understanding;

- c. The Board of Retirement must lawfully determine that the Juvenile Detention Officer meet the criteria set forth in Government Code Section 31469.4.

- 27.4 If any provision of Section 27.3 is not met, Section 27.2 shall not be operative and shall automatically have no force or effect. In that event, all Juvenile Detention Officers shall remain and be general members of the retirement system.
- 27.5 Each current Juvenile Detention Officer electing Safety Membership must undergo such physical examinations and meet and maintain such physical standards as the Retirement Board may require as a condition of Safety Membership if and to the extent that such physical examinations and standards are permitted by law. Failure to meet or maintain those standards shall not affect the employee's status as an employee or fitness for service unless those standards are substantially the same as the standards applied by the County to the classification as a condition of initial or continued employment.
- 27.6 Each current and future Juvenile Detention Officers electing Safety Membership must sign acknowledgment form attached to the 1997 MOU as must be executed by the employee within thirty (30) days of the first date of employment of the employee, whichever comes later. Failure to comply with either 27.3 or this provision shall mean the employee shall be a general member of the retirement system.
- 27.7 This section shall not apply to Juvenile Detention Officer whose primary assigned job site is at the Los Niño's facility or to any other Juvenile Detention Officer who does not meet the requirements of Government Code Section 31469.4. The County may change the job title and job description of such Juvenile Detention Officer and establish the renamed positions as one or more separate classifications.
- 27.8 Notwithstanding any other provision of this Agreement. If any portion of this Article, the Resolution referred to herein in Section 27.3(c), or the application thereof to any person or circumstance, shall be declared invalid by a court of competent jurisdiction, or is in contravention of any federal, state, or local law or regulation, the remaining provisions of this Article or the application thereof shall be invalidated thereby and shall not remain in effect. In that event, all unit members shall automatically be made general members of the retirement system, unless the parties hereto mutually agree otherwise in writing.

Pursuant to the Ewing Study, the parties acknowledge that the Group Supervisor II's became Juvenile Officers (Juvenile Hall) and the Group Supervisor III's became Shift Supervisors (Juvenile Hall).

ARTICLE 28 – EFFECT OF AGREEMENT

- 28.1 The County and the PCPOA agree that the terms and conditions 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 agreement in writing.
- 28.2 The County and the PCPOA agree that this Agreement shall result in full settlement of all issues, which were, could have been, or may be the subject of negotiations. It is further agreed that no such issues shall be subject to meet and confer during the term of this Agreement unless by mutual agreement in writing.
- 28.3 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 29 – UNIFORMS

- 29.1 The County shall provide three (3) basic uniforms, including required patches, each fiscal year, to Juvenile Detention Officers and Shift Supervisors. The uniform type and style shall be approved by the Chief Probation Officer.
- 29.2 Beginning January 1, 2026, the County shall provide an annual three hundred \$300 boot allowance for the classifications of Deputy Probation Officer I, II, and III, Juvenile Hall Officer, Shift Supervisor-Juvenile Hall and Probation Assistant.
- 29.3 Beginning January 1, 2026, the County shall provide an annual three hundred \$300 department attire allowance. The allowance is only applicable for the classifications of Deputy Probation Officer I, II, and III, and Probation Assistant.

ARTICLE 30 – PROBATIONARY PERIOD

- 30.1 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 an initial probationary period of twelve (12) months.
- 30.2 The probationary period shall begin on the effective date of appointment.
- 30.3 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. 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 31 – RETIREMENT BENEFIT – GENERAL MEMBERS

- 31.1 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 31.
- 31.2 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.
- 31.3 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.
- 31.4 General members eligible for the benefit described in Section 31.1 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.
- 31.5 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.
- 31.6 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.

- 31.7 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.
- 31.8 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 (EPMC), not to exceed three (3) percent, during the term of this Memorandum of Understanding.
- 31.9 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 31.5 and 31.8.

ARTICLE 32 – STATE DISABILITY INSURANCE

Pursuant to California Unemployment Insurance Code sections 701 and 710.5, the County of Imperial ("County") and the Probation and Correction Peace Officers Association ("PCPOA") hereby agree that the County shall apply to the Employment Development Department ("EDD") for elective State Disability Insurance ("SDI") coverage for employees in this bargaining unit. County hereby elects to have employees covered by this bargaining agreement covered by elective SDI coverage for a minimum of two (2) years as set forth in said sections. The cost of SDI coverage and corresponding benefits shall be funded exclusively by employee paid payroll deductions as set forth by applicable SDI regulations.

Article 33 – PRE-TAX RETIREMENT CONTRIBUTIONS TO RETIREMENT PLAN

Effective the first pay check in January 2014, the County will 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. The parties agree that the County shall not be liable for and is not responsible for advising individual employees on the impacts of this plan on their current personal tax liability or upon the individual taxation of the withdrawal or receipt of retirement contributions as a result of the adoption of a resolution pursuant to this provision.

ARTICLE 34 - RE-OPENER PROVISIONS

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 set forth in Article 8.

ARTICLE 35 – AB 119 NEW EMPLOYEE ORIENTATION

The County will provide a representative of Probation & Corrections Peace Officers Association 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 36 - RETIREMENT BENEFITS – SAFETY MEMBER

- 36.1 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.
- 36.2 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.

- 36.3 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 36.2 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.
- 36.4 Both safety legacy employees and safety PEPRA employees are responsible for payment of the UAAL for the supplemental retirement benefit referenced in Section 36.2 above, and as reduced by the 2007 Agreement referenced in Section 36.3 above. Under the original resolution providing for this supplemental retirement benefit, all safety 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 safety 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 employee's effective first pay period following ratification of the MOU, whichever is later.
- 36.5 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.

- 36.6 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 36.1, 36.3 and 36.4 above.

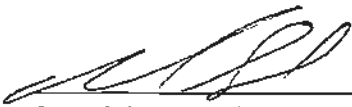
ARTICLE 36- CLASSIFICATION AND COMPENSATION STUDY

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.

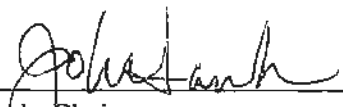
This Agreement shall not be effective unless approved by the Board of Supervisors.

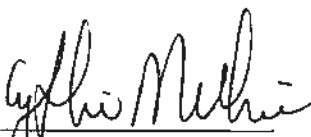
Upon notice to the County that the bargaining unit has ratified the provisions of this Agreement, the County shall provide to the Imperial County Probation and Corrections Peace Officers Association negotiators two copies of an MOU containing the above revisions to the current MOU for review, signature and return of one executed copy to the County for approval by the Board of Supervisors.

DATED: 6/23/25


Mauricio Magallanes, President
Imperial County PCPOA

DATED: 6-24-25


John Hawk, Chairman
Imperial County Board of Supervisors


Cynthia Medina
Clerk of the Imperial County
Board of Supervisors

Appendix A

| Current Position | Range |
|----------------------------------|-------|
| Deputy Probation Officer I | 236 |
| Deputy Probation Officer II | 284 |
| Deputy Probation Officer III | 302 |
| Juvenile Officer – Juvenile Hall | 202 |
| Probation Assistant | 194 |
| Shift Supervisor –Juvenile Hall | 244 |
| Victim Advocate Specialist I | 204 |
| Victim Advocate Specialist II | 221 |





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

Date: 7/11/25

Approved by the Board of Supervisors

6/24/25 34

Clerk of the Board of Supervisors
County of Imperial

Date

Minute Order #

BY: um. Dmayer
Deputy