

## **Exhibit B**

# **Memorandum of Understanding**

**Public Safety Supervisors Unit**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**COUNTY OF IMPERIAL**  
**AND THE**  
**IMPERIAL**  
**COUNTY PUBLIC SAFETY SUPERVISORY UNIT**  
**FOR A NEW MEMORANDUM**  
**OF UNDERSTANDING**  
**EFFECTIVE JULY 1, 2025**  
**THROUGH**  
**JUNE 30, 2027**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
<b>ARTICLE 1 - PARTIES TO THE MOU .....</b>	<b>4</b>
<b>ARTICLE 2 - EMPLOYEES COVERED .....</b>	<b>4</b>
<b>ARTICLE 3 - RATIFICATION .....</b>	<b>4</b>
<b>ARTICLE 4 - TERM OF MOU .....</b>	<b>4</b>
<b>ARTICLE 5 - SCOPE OF REPRESENTATION .....</b>	<b>4</b>
<b>ARTICLE 6 - COUNTY RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 7- EMPLOYEE RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 8 - PSSU RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 9 - SALARIES .....</b>	<b>6</b>
<b>ARTICLE 10 - HEALTH INSURANCE .....</b>	<b>6</b>
<b>ARTICLE 11 - LIFE INSURANCE .....</b>	<b>8</b>
<b>ARTICLE 12 - UNIFORM ALLOWANCE .....</b>	<b>8</b>
<b>ARTICLE 13 - DEFERRED COMPENSATION .....</b>	<b>9</b>
<b>ARTICLE 14 - RETIREMENT CONTRIBUTIONS .....</b>	<b>9</b>
<b>ARTICLE 15 – P.O.S.T. INCENTIVE .....</b>	<b>10</b>
<b>ARTICLE 16 - RETIREMENT BENEFITS .....</b>	<b>10</b>
<b>ARTICLE 17 - PRE-TAX CONTRIBUTIONS TO RETIREMENT PLAN .....</b>	<b>12</b>
<b>ARTICLE 18 – NON-SERVICE CONNECTED DISABILITY RETIREMENT BENEFIT.....</b>	<b>12</b>
<b>ARTICLE 19 - SALARY RECLASSIFICATIONS .....</b>	<b>13</b>
<b>ARTICLE 20- PROBATIONARY PERIOD .....</b>	<b>13</b>
<b>ARTICLE 21 - SICK LEAVE .....</b>	<b>13</b>

<b>ARTICLE 22- BEREAVEMENT.....</b>	<b>14</b>
<b>ARTICLE 23 -VACATION .....</b>	<b>15</b>
<b>ARTICLE 24 - COMPENSATORY TIME OFF FOR HOLIDAYS .....</b>	<b>15</b>
<b>ARTICLE 25- HOLIDAYS.....</b>	<b>15</b>
<b>ARTICLE 26 - GRIEVANCE PROCEDURE.....</b>	<b>16</b>
<b>ARTICLE 27 - PERSONNEL FILES.....</b>	<b>17</b>
<b>ARTICLE 28 - PERFORMANCE EVALUATION.....</b>	<b>18</b>
<b>ARTICLE 29 - NO STRIKE – NO LOCKOUT.....</b>	<b>18</b>
<b>ARTICLE 30 - SEVERABILITY OF PROVISIONS.....</b>	<b>18</b>
<b>ARTICLE 31- EFFECT OF MOU .....</b>	<b>18</b>
<b>ARTICLE 32 - REOPENER PROVISIONS .....</b>	<b>20</b>
<b>ARTICLE 33- AB 119 NEW EMPLOYEE ORIENTATIONS .....</b>	<b>20</b>
<b>ARTICLE 34 - RETIREMENT BENEFITS – SAFETY MEMBERS .....</b>	<b>20</b>
<b>ARTICLE 35 - ON CALL PAY .....</b>	<b>22</b>
<b>ARTICLE 36 - CLASSIFICATION AND COMPENSATION .....</b>	<b>22</b>
<b>ARTICLE 37 - VACATION BUY BACK .....</b>	<b>22</b>

## **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 Public Safety Supervisory Unit (hereinafter "PSSU") 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 Exhibit 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 PSSU 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.

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 - EMPLOYEE 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 the COUNTY. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against by COUNTY, PSSU, or by any employee organization because of the employee's exercise of these rights.

## **ARTICLE 8 - PSSU RIGHTS**

PSSU representatives may have access to its unit members during the work day on non work time to discuss PSSU business. Further, upon request for representation by an employee represented by the PSSU, 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. PSSU may use facilities of the Sheriff's Office for PSSU meetings on nonwork time, and when not previously reserved or scheduled for cleaning or maintenance, to conduct PSSU business providing that PSSU gives the Sheriff 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	\$0.00	n/a	\$0.00

- 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 Public Safety Supervisors Unit and the Board of Supervisors.
- C. The selection of the Medical Plan shall be at the employee's option, which must be exercised

in writing by the employee during the enrollment periods established by the County. If the employee makes no selection, the County will select employee only coverage under Medical Plan II.

- D. The County will provide at no cost to the employee vision and dental benefits under the self-funded or the Dental Health Services (DHS) plans approved by the Board of Supervisors. The employee must select in writing to participate in such plans during the open enrollment periods established by the County.
- E. The County Health Plans configured as shown in the summary table.

### County of Imperial - Active Employees Blue Shield Medical Plan

Effective January 1, 2026

	Plan I	Plan II
<b>Maximum Lifetime Benefit</b>		
Per Employee, Dependent	N/A	N/A
<b>Annual Deductible (1)</b>		
Individual	\$500	\$1,500
Family	\$1,000	\$3,000
<b>In-Hospital Admission Fee (2)</b>		
(For medical and mental health services)	\$250 per day (3 day max)	\$250 per day (3 day max)
Emergency Room Services	\$100	\$100
<b>Co-Insurance</b>		
(For medical and mental health services)		
<b>Preferred Providers</b>	20%	20%
Out-of Pocket Limit (individual)	\$3,000	\$6,000
Out-of Pocket Limit (family)	\$6,000	\$12,000
<b>Non-Preferred Providers (4)</b>	40%	40%
Out-of Pocket Limit (individual)	\$6,000	\$12,000
Out-of Pocket Limit (family)	\$12,000	\$24,000
<b>Prescription Drug Benefit</b>		
Brand (Deductible per individual)	\$200 Separate Deductible	\$350 Separate Deductible
Brand (Co-insurance)	20%	20%
Generic (Deductible per individual)	\$0	\$0
Generic (Co-insurance)	n/a	n/a
<b>Chiropractic Benefit</b>	80%	Not Covered
Annual Maximum	\$125	Not Covered
<b>Cost Containment (3)</b>	Included	Included
	<b>All Plans</b>	<b>All Plans</b>
<b>Preventive Care Benefits</b>	PPO Deductible & Co-Insurance waived	Non-PPO Deductible Applied
<b>Annual Health Appraisal Examination</b>		



- Annual physical examination	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<b>Well Baby Care Benefits</b>		
- Office visits	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<b>Immunizations &amp; vaccinations including flu shot</b>	No Charge	Not covered
<b>Colorectal cancer screening</b>	No Charge	Not covered
<b>Osteoporosis screening (medically necessary)</b>	No Charge	40%

**Benefit Modifications:**

- **Generic Prescriptions:** No annual deductible or co-insurance will be applied
- **Diabetes Management Training:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Respiratory Therapy:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Out of Network Emergency Services** (as defined under plan document): covered at 80% in & out of network.
- **Out of Network Dialysis:** covered at 80% in network & 80% out of network - when no network option is available.

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

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

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

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

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

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

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

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

## **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. The County will contribute, on behalf of each employee, the sum of \$15.00 per pay period toward the purchase of the County sponsored Voluntary Term Life Insurance program. The employee may as permitted by the plan purchase additional life insurance at the employee's expense

## **ARTICLE 12      UNIFORM ALLOWANCE**

- A. 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 each year payable each January 1. 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.
- B. Beginning January 1, 2026, the County shall provide an annual \$300 boot allowance for the classification of Supervisory Probation Officer and Scientific Investigations Supervisor.
- C. Beginning January 1, 2026, the County shall provide an annual \$300 department apparel allowance for the classification of Supervisory Probation Officer and Scientific Investigations Supervisor.

## **ARTICLE 13      DEFERRED COMPENSATION**

The COUNTY agrees to provide to Lieutenants covered under this MOU the opportunity to participate in the COUNTY's Deferred Compensation Program.

## **ARTICLE 14      RETIREMENT CONTRIBUTIONS**

- A. Subject to applicable policies, procedures, practices and regulations, the COUNTY contribution to the Imperial COUNTY Employees Retirement System for retirement on behalf of each bargaining unit member will continue to include a portion of the employee's contribution, not to exceed three (3) percent, during the term of this MOU.
- B. 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.

- C. Effective July 1<sup>st</sup> 2007, County shall contribute 1/3 of cost to cover the approximate \$7.3 million UAAL or approximately \$2,419,588 to the safety member's retirement unfunded actuarial accrued liability reserve which is equivalent to an approximate 1.18% of payroll. Contingent upon the agreement of all safety bargaining units, effective July 1<sup>st</sup> 2007 Safety Employees will also contribute \$2,419,588 which is equivalent to an approximate 1.18% of payroll of the cost of its members unfunded actuarial accrued liability. Without the County's current relief for 2007 the total safety member's contribution rate would otherwise increase by 2.9%.

## **ARTICLE 15      P.O.S.T. INCENTIVE AND EDUCATION 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 P.O.S.T Incentive Program.

- B. 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 a five (5 %) of base the maximum benefit under this Article shall be 7.5% of base salary.

- C. 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.
- D. Correctional Sergeants with 9 or more years of service who have successfully completed a PC 832 Arrest and **Firearms** course shall receive a per pay period amount equal to 2.5% of base salary. Unit members must successfully complete all re-qualification requirements for continued eligibility.

## **ARTICLE 16      RETIREMENT BENEFITS**

- A. 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 17.

- B. 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.
- C. 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.
- D. General members eligible for the benefit described in Section A 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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 E and H.

## **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. This proposal is conditional upon the agreement of all bargaining units. If all bargaining units tentatively agree 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 19 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 PSSU 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 and all salary adjustments through the meet and confer process.

## **ARTICLE 20 PROBATIONARY PERIOD**

Regular employees newly promoted 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.

## **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 pay day 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 members 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 members 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 22 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 (3) bereavement leave incidents per fiscal year as follows:

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

## **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. Procedures for requesting, scheduling and the approval of vacation shall be governed by Section 1013 of the Imperial COUNTY Sheriff's Office Manual of Policies and Procedures.

## **ARTICLE 24 COMPENSATORY TIME OFF FOR HOLIDAYS**

Any 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 under all of the terms and conditions contained in COUNTY Ordinance 3.08.250.

## **ARTICLE 25 HOLIDAYS**

- A. Unit members shall be provided with the holidays provided in COUNTY Ordinance



3.08.250 under the conditions stated herein.

- 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 of 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 work day exceeds ten hours shall receive their entire regularly assigned shift as the birthday holiday.
- B. On March 12, 2019, the County granted, through board action, the Cesar Chavez Holiday to all pending units, including PSSU.

## **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 PSSU 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. Non-peace officers shall have ten (10) working days in which to provide such a written response.

Peace officer personnel files shall be additionally governed by Section 1026 of the Imperial COUNTY Sheriff's Office Manual of Policies and Procedures.

## **ARTICLE 28      PERFORMANCE EVALUATION**

Unit members shall be evaluated in accordance with the standards and procedures provided in Section 1002 of the Imperial COUNTY Sheriff's Office Manual of Policies and Procedures except where expressly inconsistent with applicable COUNTY Ordinance.

## **ARTICLE 29      NO STRIKE – NO LOCKOUT**

COUNTY and the PSSU agree that during the term of this MOU, PSSU, its officers or 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 Sheriff'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 Sheriff'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 PSSU 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 PSSU 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. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this MOU unless by mutual consent in writing or by a procedure expressly allowing the same stated in this MOU. 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 PSSU 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 PSSU the opportunity to meet with COUNTY. In cases of emergency, COUNTY shall give PSSU such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation. The parties acknowledge that employees are currently on furlough and that COUNTY is not required to notify or meet and confer with PSSU regarding the continuation or termination of the terms of the current furlough.
- E.    Any additional terms and conditions of employment within the scope of representation not expressly covered by this MOU which may be contained in the Imperial County Sheriff's Office Manual of Policies and Procedures shall be governed by the terms of that Manual and existing County Ordinances. Such Policies and Procedures Manual may include procedures and other terms and conditions of employment which are within the scope of representation that are in addition to and augment the terms of County Ordinances and the terms of this MOU. However, wherever a term of the Manual is expressly inconsistent with a specific and express term of an applicable County Ordinance, and such term cannot be construed or applied to be consistent with a particular term of the Ordinance, the term of the County Ordinance shall apply.

## **ARTICLE 32 REOPENER 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 6.

## **ARTICLE 33 AB 119 NEW EMPLOYEE ORIENTATION**

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

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

## **ARTICLE 34 RETIREMENT BENEFITS – SAFETY MEMBERS**

- A. 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.
- B. 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.
- C. 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 B 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.

- D. Both safety legacy employees and safety PEPRA employees are responsible for payment of the UAAL for the supplemental retirement benefit referenced in Section B above, and as reduced by the 2007 Agreement referenced in Section C 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 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 employees effective first pay period following ratification of the MOU, whichever is later.
- E. 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, 2026. 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.

- F. 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 A, C and D above.

## **ARTICLE 35      ON CALL PAY**

For employees holding the position of Sheriff's Sergeant and Supervisory Probation Officer required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 5-day workweek of "on-call" assignment pro-rated at the rate of \$20.00 for each workday of on-call service.

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

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.

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 36      CLASSIFICATION AND COMPENSATION**

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 37      VACATION BUY BACK**

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

### **Terms and Conditions**

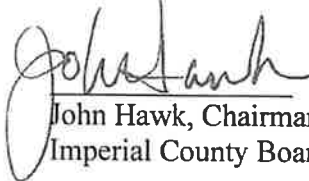
All of the remaining terms and conditions of employment not specifically addressed in this comprehensive package proposal that are set forth in the current MOU between the County and Public Safety Supervisory

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 Public Safety Supervisors Unit 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.

County of Imperial

Public Safety Supervisors Unit

 Date: 6-24-25  
John Hawk, Chairman  
Imperial County Board of Supervisors

 Date: 6-20-25  
Duke Tanuvasa, President

  
Cynthia Medina  
Clerk of the Imperial County Board of Supervisors

6-24-25  
Date



# EXHIBIT A

Current Position	Current Range
Coroner Investigations Supervisor	298
Correctional Sergeant	282
Crime Prevention Services Supervisor	268
Scientific Investigations Supervisor	298
Sheriff's Sergeant	332
Supervising District Attorney Investigator	338
Supervisory Probation Officer	322





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: CM. Rana  
Deputy