

## **Exhibit B**

# **Memorandum of Understanding**

Imperial County Sheriffs Association

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF IMPERIAL

AND THE

IMPERIAL COUNTY SHERIFFS ASSOCIATION

(ICSA)

Effective

July 1, 2025 through June 30, 2027

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## **ARTICLE 1      PARTIES TO THE MOU**

This Memorandum of Understanding (hereinafter "MOU") is made and entered between the County of Imperial (hereinafter "County") and the Imperial County Sheriff's Association (hereinafter "ICSA").

## **ARTICLE 2      EMPLOYEES COVERED**

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

## **ARTICLE 3      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 4      SCOPE OF REPRESENTATION**

The scope of representation shall be as set in Government Code section 3504, 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, however, that the scope of representation shall not include consideration of the merits, necessity, organization 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 5      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 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 6      EMPLOYEE RIGHTS**

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for 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, coerced or restrained, coerced or discriminated against by the County, ICSA, or by any employee organization because of the employee's exercise of these rights.

## **ARTICLE 7      ICSA RIGHTS**

ICSA representatives may have access to its members during the work day on non-work time to discuss ICSA business. Further, upon request for representation by an employee represented by the ICSA, 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. The ICSA may use facilities of the Sheriff's Office for ICSA meetings on non-work time, and when not previously reserved or scheduled for cleaning or maintenance, to conduct ICSA business providing that the ICSA gives the Sheriff or designee reasonable advance notice of any such request, and the facility or facilities are available for such use.

## **ARTICLE 8      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 8 of the MOU for further negotiations regarding across-the-board increases. No further reopeners on economic issues, including across-the-board 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 9      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 Imperial County Sheriff's Association 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

	All Plans	All Plans
Preventive Care Benefits	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.**

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 10      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 11      UNIFORM ALLOWANCE**

The County will provide each unit member required to wear a uniform or specified civilian attire while on duty for the County an annual allowance in the amount of \$1,500.00 each year payable in 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.

Effective January 2026, the County proposes an annual \$300 apparel allowance for the classification of Forensic Specialist I – II.

Effective January 2026, the County proposes a \$300 boot allowance for the classifications of Forensic Specialist I-II.

## **ARTICLE 12      CLASS B DRIVER'S LICENSE**

The County agrees to reimburse each unit member who is required by the Department to obtain a Class B Driver's License for the fee charged by the Department of Motor Vehicles for issuance of the license.

Reimbursement will be made upon proof of payment of the fee and issuance of the license in accordance with the County payroll procedures.

### **ARTICLE 13      ON CALL PAY**

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

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

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 14      RETIREMENT BENEFITS SAFETY MEMBERS**

- 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 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 PEPRAs 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 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 PEPRAs are not eligible to receive such benefit, the County agrees to make the required payment of the UAAL on behalf of the safety PEPRAs' effective first pay period following ratification of the MOU, whichever is later.
- E. Such contributions made by County on behalf of the safety PEPRAs shall be non-refundable to the member. The County's obligation to pay the UAAL for the enhanced benefit on behalf of safety PEPRAs 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 PEPRAs absent an express agreement between the parties. Moreover, the County will have no obligation to make payments of the UAAL for safety PEPRAs 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 PEPRAs) 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 PEPRAs 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 PEPRAs employees' retirement benefits, the safety PEPRAs 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 15      FIELD TRAINING JAIL TRAINING OFFICERS, PUBLIC SAFETY DISPATCHER STIPENDS AND CANINE PAY**

- A. Deputy Sheriffs who are Field Training Officers (FTO) shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine all FTO assignments and durations.
- B. Correctional Officers who are Jail Training Officers (JTO) shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine all JTO assignments and durations.
- C. Public Safety Dispatchers who are assigned to train another Public Safety Dispatcher shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine the duration of the assignment.
- D. Canine Pay: The appointing authority may assign an employee to a canine assignment. The duties of an employee assigned to such assignment shall include training, exercise, procuring food and supplies, veterinarian visits, feeding and grooming and other authorized activities. The parties agree that a reasonable estimate of the time spent for off-duty care, feeding and maintenance of the canine for employees assigned to canine assignment shall be one hour each day of the year.
- E. Correctional Officers and Correctional Corporals 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      P.O.S.T. INCENTIVE**

All Deputies shall be provided with incentive pay, as follows:

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

Employees possessing an Advanced Peace Officer Standards and Training Certificate shall receive an additional five (5 %) of base the maximum benefit under this Article shall be 7.5% of base salary.

Any Public Safety Dispatcher and any Public Safety Dispatcher Supervisor that possesses an Intermediate POST certificate shall receive two and one-half percent (2.5%) of base salary.

Any Public Safety Dispatcher and Public Safety Dispatcher Supervisor that possesses an Advanced POST certificate shall receive an additional two and one-half percent (2.5%) increase of base salary. The maximum benefit for Public Safety Dispatcher and Public Safety Dispatcher Supervisor shall be 5% of base salary.

## **ARTICLE 17      TUITION REIMBURSEMENT**

All unit members shall be eligible to participate in the County's tuition reimbursement for a total fiscal year amount of \$2,500 for undergraduate program and \$3,000 for graduate program. All other provisions are set forth in the County's Tuition Reimbursement Program Policy.

## **ARTICLE 18      RETIREMENT BENEFIT GENERAL MEMBERS**

- 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 sections 31676.14 and 31678.2 under the County Employees Retirement Law of 1937 on the terms and conditions set forth in this Article 18.
- B. Pursuant to Government Code section 31676.14, the County Board of Supervisors adopted a Resolution which provided to eligible general 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 Sections 31676.14 and 31678.2 are incorporated reference herein as though fully set forth.
- C. The increased retirement allowance described in section B above included all eligible unit members on the effective date of enactment.

- D. Adoption of the resolution for the increased retirement benefit described in Section B above was conditioned upon bargaining unit members paying full additional contributions of both County and the general member for the benefit upon the effective date of the benefit and any increases in the contributions the general member and/or the County thereafter. The Retirement Board will set the exact current amount.
- E. General retirement members eligible for the benefit described in section B 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.
- F. 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 section 31676.14.
- G. 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.
- H. Such contributions on behalf of the County shall be non-refundable to the member. 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.

- I. 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.



- J. 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 G and J

## **ARTICLE 19      PRE TAX CONTRIBUTIONS TO RETIREMENT PLAN**

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

## **ARTICLE 20      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 conditions set forth below:

<b>Years of credited service:</b>	<b>Percentage of final</b>
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

## **RTICLE 21 PROBATIONARY PERIOD**

- A. All employees shall serve an initial probationary period of twelve (12) months, except for employees hired in the following classifications who shall serve an initial probationary period of eighteen (18) months:
1. Deputy Sheriff Recruit
  2. Deputy Sheriff
  3. Senior Deputy
  4. Correctional Officer Recruit
  5. Correctional Officer
- B. The probationary period shall last a total of eighteen (18) months. The probationary period shall commence on the date of hire as either a Deputy Sheriff Recruit or a Correctional Officer Recruit. Upon the completion of the required training and appointment to the position of Deputy Sheriff or Correctional Officer, the probationary period shall continue for a total probationary period of eighteen (18) months.
- C. All employees who are promoted shall serve an additional probationary period in the new position of twelve (12) months, including law enforcement personnel. Said probationary period shall begin on the effective date of the promotion. Promotions shall include appointments to positions in different higher-salaried classifications and appointments from a lower level to a higher level position in the same classification where a class has two or more levels.

## **ARTICLE 22      SICK LEAVE**

- A. Subject to the limitations and requirements of County Ordinance 3.08.190, or its successor, unit members shall earn sick leave at the rate of .04615 hours sick leave for each paid, regularly scheduled working hour, to a maximum of eighty (80) working hours in any pay period.
- B. The County shall make payment of sick leave buy back on or before the first pay day in September.
- C. Unit members shall notify their immediate supervisor as soon as they are aware that they will not be able to report to work due to personal or family illness or injury.
- D. Employees 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.
- E. Any employee may use half of their annual accrued sick leave to attend to an illness of a child, parent, spouse or registered domestic partner. All conditions placed by the County on the use of sick leave shall also apply.
  - 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. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian.
  - 2. Nothing in this Article extends the maximum period of leave to which an employee may be entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

## **ARTICLE 23      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 twenty-one days. Unused leave under this Section shall not accumulate from year to year.

## **ARTICLE 24      VACATION**

- A. Employees shall earn vacation credits at the rate of .05769 hours of vacation credit 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 two hundred forty (240) hours.
- B. Employees who have completed fifteen (15) years of continuous full-time service earn .07692 hours of vacation credits for each paid, regularly-scheduled working hour to a maximum of eighty (80) working hours in any pay period. Vacation credits for the unit members may not be accumulated in excess of three hundred twenty (320) hours.
- C. 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 25      COMPENSATORY TIME OFF FOR HOLIDAYS**

- A. An employee who works on a holiday as established by paragraph C of County Ordinance 3.08.250, as the County may amend the ordinance from time to time, employee shall be compensated at the regular rate of pay for all hours worked. In addition, the employee shall receive one and a half hours of compensatory time off for all hours worked on a holiday. Pursuant to

County Ordinance 3.08.180, if any hours actually worked on the holiday exceed 80 hours in their scheduled work period, the employee shall be paid 1.5 times their regular rate of pay for those hours exceeding 80 in a pay period.

- B. An employee in the classification of Firearms Instructor who is required by the County to work on such a holiday shall receive straight time compensation for the holiday hours actually worked. In addition, the Firearms Instructor(s) shall receive forty (\$40.00) Dollars per pay period.

## **ARTICLE 26 HOLIDAYS**

The following holidays shall be observed by the County:

1. January 1<sup>st</sup>
2. Third Monday in January
3. Third Monday in February
4. Cesar Chavez Day - March 12
4. Good Friday
5. Last Monday in May
6. 4<sup>th</sup> of July
7. First Monday in September
8. Veteran's Day, November 11<sup>th</sup>
9. Thanksgiving Day
10. The Friday following Thanksgiving Day
11. Christmas, December 25<sup>th</sup>
12. Every day appointed by the president or governor for the public fast, thanksgiving or holiday.

In the event any of the above holidays fall on a Sunday, then the following Monday shall be deemed a holiday in lieu thereof. In the event any of the above holidays fall on a Saturday,

then the preceding Friday shall be deemed a holiday in lieu thereof.

Employees shall receive their entire regularly assigned shift off as the birthday holiday. The employee must take the day off within thirty (30) days of their birthday or the birthday holiday shall be forfeited. Such holiday shall be scheduled in cooperation with the Department Head or designee.

## **ARTICLE 27      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 28 PERSONNEL FILES**

The official personnel file of each employee 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 employee, 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 employee which may serve as a basis for affecting the status of the member's employment are to be made available for the inspection of by the employee. Every employee 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 an employee until the employee 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 employee 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 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 five (5) working days in which to provide such written response.

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

## **ARTICLE 29      PERFORMANCE EVALUATION**

Employees 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 30      NO STRIKE-LOCKOUT**

The County and the ICSA agree that during term of this MOU the ICSA officers 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 Sheriff's Department. Any employee who violates this provision will be subject to appropriate disciplinary action. The County shall not lockout employees during the term of this MOU. Nothing in this Article shall preclude an employee from engaging in concerted activity which does not interfere with the operations of the Sheriffs Department or which is protected speech.

## **ARTICLE 31      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. The County and the ICSA shall meet over the affected provision as soon as possible to find a mutually agreeable alternative to the impacted provision.

## **ARTICLE 32      EFFECT OF MOU**

- A. 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 agreement in writing.



Side Letters of Agreement previously entered into by the parties shall remain in full force and effect unless inconsistent with the terms of this MOU.

- B. This MOU shall be full settlement of all issues which were, could have been, or may be the subject of meet and confer at the time of its final ratification by the Board of Supervisors. It is further agreed that these terms and conditions of employment shall not be the subject to meet and confer during term of 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. The County shall give reasonable written notice to the ICSA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope representation proposed to be adopted by the County and shall give ICSA the opportunity to meet with County. In cases of emergency, the County shall give the ICSA such notice and opportunity to meet at the earliest practicable time following the adoption such ordinance, rule, resolution, or regulation.
- 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 33 REOPENER PROVISIONS**

There shall be no reopeners during 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 5.

## ARTICLE 34

## AB 119 NEW EMPLOYEE ORIENTATION

The County will provide a representative of Imperial County Sheriffs Association with twenty (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 thirty (30) days of hire and at least every one hundred twenty (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 35

## CLASSIFICATION AND COMPENSATION STUDY

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

## ARTICLE 36

## BILINGUAL PAY

Notwithstanding anything to the contrary, effective as soon as administratively feasible following ratification of the MOU, the County proposes a \$30 per pay period bilingual pay stipend for the position of Public Safety Dispatcher and Public Safety Dispatcher Supervisor pursuant to the Policy and Procedures for bilingual differential pay (including testing requirements).

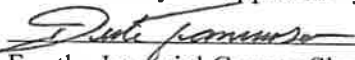
## ARTICLE 37

## 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.

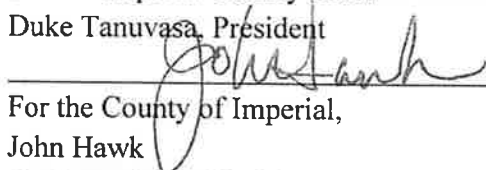
This Agreement shall not be effective unless approved by the Board of Supervisors.

Upon notice to the County that the bargaining unit has ratified the provisions of this Agreement, the County shall provide to the Imperial County Sheriffs 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.

  
\_\_\_\_\_  
For the Imperial County Sheriffs Association  
Duke Tanuvasa, President

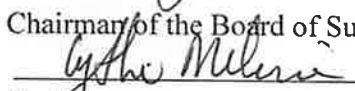
6-20-25

Date

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

6-27-25

Date

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

6-27-25

Date

Appendix "A"  
Salary Schedule

Current Position	Current Range
Correctional Corporal	253
Correctional Officer	245
Correctional Officer Recruit	211
Correctional Service Assistant I	195
Correctional Service Assistant II	210
Correctional Service Assistant III	225
Crime Prevention Coordinator I	191
Crime Prevention Coordinator II	228
Deputy Sheriff	282
Deputy Sheriff Recruit	245
Firearms Instructor	255
Food Service Lead - Jail	183-B
Food Service Supervisor - Jail	226
Forensic Specialist I	241
Forensic Specialist II	261
Identification Technician	241
Laundry Officer	195
Print Shop Operator	200
Public Safety Dispatcher	237
Public Safety Dispatcher Supervisor	277
Safety Ranger - Boating	220
Senior Deputy Sheriff	299
Sheriffs Service Officer	207
Sheriffs Service Officer – Recruit	197





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

30

Clerk of the Board of Supervisors  
County of Imperial

Date

Minute Order #

BY: nm. Donay  
Deputy