

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF IMPERIAL

AND THE

IMPERIAL COUNTY DEPUTY DISTRICT ATTORNEY ASSOCIATION

EXPIRING JUNE 30, 2027

Table of Contents

ARTICLE		Page
1	PARTIES	4
2	NATURE OF AGREEMENT	4
3	SEVERABILITY OF PROVISIONS	4
4	NOTICE OF RULES AND CLARIFICATION OF MOU	4
5	RECOGNITION	4
6	TERM	5
7	ICDDAA RIGHTS	5
8	MANAGEMENT RIGHTS	5
9	WORK HOURS AND WORK WEEK	6
10	ADMINISTRATIVE LEAVE	6
11	VACATION	7
12	HOLIDAYS	7
13	SPECIAL PAY PRACTICES	8
14	DEFERRED COMPENSATION PROGRAM	8
15	HEALTH INSURANCE	8
16	LIFE INSURANCE	13
17	BEREAVEMENT LEAVE	13
18	SICK LEAVE	13
19	WAGES	15
20	WORK FURLOUGHS	15

21	PROBATION PERIOD	16
22	GRIEVANCE PROCEDURE	16
23	TRANSPORTATION	17
24	NEGOTIATIONS	18
25	PRE TAX RETIREMENT CONTRIBUTIONS TO RETIREMENT PLAN	19
26	RETIREMENT BENEFITS	19
27	NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT	21
28	REOPENER PROVISIONS	22
29	ON - CALL PAY	22
30	AB 119 NEW EMPLOYEE ORIENTATION	22
31	HIRING AND RETENTION BONUS	23
32	CLASSIFICATION AND COMPENSATION STUDY	23

Article 1 PARTIES

This Memorandum of Understanding (MOU) is made and entered into between the County of Imperial ("COUNTY"), specifically it's Board of Supervisors (BOARD) and the Imperial County Deputy District Attorney Association (ICDDAA.) as mutual agreement as to those wages, hours and conditions of employment covered by this MOU.

Article 2 NATURE OF AGREEMENT

This MOU is binding on the parties only when adopted by the BOARD for the term of this MOU only as, such may be amended or extended, and supersedes any contrary provision which may exist in ordinances, resolutions or policies to the extent that such may be inconsistent with the specific terms of this MOU.

Article 3 SEVERABILITY OF PROVISIONS

If any provision of this Agreement, or any section, subsection, subdivision, sentence, clause, phrase, word or portion thereof should be held to by a court of competent jurisdiction 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 4 NOTICE OF RULES AND CLARIFICATION OF MOU

Except in cases of emergency, the COUNTY shall give reasonable written notice to the ICDDAA of any rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the BOARD and shall give the ICDDAA the opportunity to meet with the COUNTY prior to such adoption. In the case of an emergency, when the BOARD determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the ICDDAA., the COUNTY shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

Except in cases of emergency, and in the event that the parties disagree as to the meaning of any provision of this MOU, COUNTY shall consult with the ICDDAA and clarify such provision. In the case of an emergency, when the COUNTY determines that an immediate interpretation of a provision of this MOU must be made, COUNTY shall provide notice of its interpretation and an opportunity to meet at the earliest practicable time following the adoption or implementation of such interpretation by COUNTY.

Article 5 RECOGNITION

The COUNTY recognizes ICDDAA as the exclusive bargaining agent as provided by law for all employees in the Imperial County Deputy District Attorney Association which includes the job classifications set forth

in Exhibit A, attached hereto and incorporated herein by reference. The unit does not include seasonal, part-time, extra help, temporary or limited term employees in the classifications identifies in Exhibit A. The ICDDAA agrees that the Board of Supervisors may amend the County Employer-Employee Relations Policy to exclude these employees from the bargaining unit and the ICDDAA agrees to the changes proposed in the tentative agreement between the parties.

Article 6 TERM

Upon agreement of the parties, ratification by the bargaining units and adoption by the Board of Supervisors this MOU shall be in effect for the term beginning upon Board ratification 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 7 ICDDAA RIGHTS

- 7.1 ICDDAA may select a maximum of three (3) official representatives who are County employees who may together formally meet and confer at mutually agreed upon times with authorized representatives of the COUNTY without loss of compensation during normal work hours. The names of such official representatives shall be initially submitted in writing to the County Director of Human Resources, and, thereafter, the ICDDAA shall provide written notice of any changes in the names of such representatives prior to any scheduled meet and confer session.
- 7.2 With prior permission of the appropriate management employee, the ICDDAA may utilize COUNTY buildings for meetings and other ICDDAA business at reasonable times during non work hours provided such use does not interfere with COUNTY business or a previously scheduled use. Such prior permission shall not be unreasonably withheld.
- 7.3 ICDDAA representatives shall have reasonable access to all work locations in which unit members are employed during non work time for the purpose of transmitting information or representation purposes. Such representatives desiring such access shall first request prior permission from the department head or designee, at which time the purpose of the requested access shall be stated. Said department head or designee may deny access to the work location if, in his or her judgment, it will interfere at that time with the operations of the department or facility, in which case the department head shall offer an alternative time for visit.

Article 8 MANAGEMENT RIGHTS

The COUNTY reserves and retains, solely and exclusively, all of its management rights and functions except those which are clearly and expressly limited by the specific terms of this MOU.

It is recognized, merely by illustration, that such management rights and functions include but are not limited to the following:

- (a) The right to determine the mission of each of its agencies, departments, institutions, boards and commissions including the levels and kinds of services to be offered.
- (b) The right of full and exclusive control of the management of the COUNTY; the supervision of all operations; the determination of the methods, means, equipment and personnel necessary to perform any and all work; and the composition, assignment, direction, location and determination of the size and mission of the work force;
- (c) The right to assign and to change the hours and days to be worked and determine the work to be done and the employees who will perform the work including establishment of levels of service and staffing patterns;
- (d) The right to change or introduce new or improved operations, methods, means, or facilities; and to contract for work to be done.
- (e) Subject to COUNTY ordinances, the right to hire, set and enforce performance standards, and to promote, reclassify, transfer, assign, release and lay-off employees; to suspend, demote, reduce in step or range, discipline and discharge employees for cause or: other legitimate reason; to prescribe qualifications for employment and determine whether they are met;
- (f) All the rights, responsibilities and prerogatives that are inherent in the COUNTY by virtue of all federal, state and local laws and regulation.
- (g) The exercise by the COUNTY through its BOARD and management personnel of the rights enumerated herein above, shall not in any way, directly or indirectly be subject to the COUNTY grievance procedure.

Article 9 WORK HOURS AND WORK WEEK

Compensation for County employees is predicated upon the performance of forty (40) hours of work during the work week. The work week shall be established by resolution adopted by the Board of Supervisors. For most County employees, the workweek will begin at 8:00 am on Friday and end at 8:00 a.m. on the following Friday. The workday will continue to begin at 8:00 a.m. on any given day and end at 8:00 a.m. on the following day. Full time unit members will generally be expected to work Monday through Friday, five (5) days per week from 8:00 a.m. to 5:00 p.m.

Article 10 ADMINISTRATIVE LEAVE

Effective July 1, 2003, and each fiscal year thereafter, the members of this bargaining unit shall receive sixty (60) hours of administrative leave. Administrative leave shall not accumulate from year to year and must be taken before June 15 of each fiscal year at times within the discretion of the Department Head. This leave is not an earned leave and will not be compensated in whole or in part if this leave is not all taken between July 1 and June 15 of the fiscal year in which available. This leave is granted in lieu of any overtime or compensatory time provided by former Article 10 (Overtime).

Article 11 VACATIONS

- 11.1 Subject to the limitations contained in Section 11.3 below, every unit member holding a permanent position in the classified service shall be entitled to an annual paid vacation of fifteen (15) working days for each year of full time service. Computation shall be based on .05769 of an hour for each hour of compensated work time up to a maximum of eighty (80) hours per pay period. Employees who have completed fifteen (15) years of continuous service in a permanent position shall be entitled to twenty (20) working days of annual vacation. The computation of twenty (20) working days annual vacation shall be based on .07692 of an hour for each hour of compensated work time up to a maximum of eighty (80) hours per pay period.
- 11.2 All vacations shall be scheduled in advance and approved by the unit member's department head.
- 11.3 Vacation time shall not accrue in excess of a total of thirty (30) days or two hundred forty (240) hours, except that unit members who have completed fifteen (15) years of continuous service as a permanent employee may accumulate a total of forty (40) days or three hundred and twenty (320) hours of vacation.
- 11.4 Upon termination of employment, unit members shall be paid the value of any remaining unused vacation credit.

Article 12 HOLIDAYS

- 12.1 The following are established as holidays for all permanent and probationary unit members covered by this MOU in lieu of any holiday provided by Ordinance 24208 until that Ordinance is amended consistent with this Article:
- (a) January 1st
 - (b) The third Monday on January (Martin Luther King, Jr. Day)
 - (c) The third Monday in February
 - (d) Cesar Chavez Day – March 12
 - (e) Good Friday
 - (f) The last Monday in May
 - (g) July 4th
 - (h) The first Monday in September
 - (i) November 11th, known as Veteran's Day
 - (j) The Thursday in November appointed as Thanksgiving
 - (k) The Friday following Thanksgiving Day

(l) December 25th

(m) A birthday holiday will be scheduled on or near the employee's birthday. Such Holiday shall not be carried over from year-to-year, and shall be scheduled in cooperation the Department Head consistent with the operational needs of the County.

12.2 In the event any of the above holidays falls on Sunday, the following Monday shall be deemed a holiday in lieu thereof; if the holiday falls on Saturday, the preceding Friday shall be deemed a holiday in lieu thereof. Furthermore, any employee occupying a permanent position who is required to work on a holiday or whose regularly scheduled day off falls on a holiday, shall be entitled to equivalent time off and shall be reported as compensatory time earned on the payroll certificate.

Article 13 SPECIAL PAY PRACTICES

13.1 Mileage

For all unit members who are required to use their private vehicles on COUNTY business, the COUNTY will reimburse the employee at the current I.R.S. mileage reimbursement rate.

13.2 State Bar Dues

The required annual State Bar dues for active members shall be paid to the State Bar by the County on behalf of any full-time bargaining unit member who is prohibited by the County from representing any client other than the County or those assigned by the County. Such obligation shall arise upon presentment by the unit member of a completed membership renewal for the member's department head.

13.3 Tuition Stipend

The tuition stipend will cover MCLE qualified expenses in an amount of \$600 per fiscal year.

Article 14 DEFERRED COMPENSATION PROGRAM

The COUNTY agrees to provide to ICDDAA unit members occupying permanent full time positions in the unit the opportunity to participate in the COUNTY's Deferred Compensation Program.

Article 15 HEALTH INSURANCE

15.1 Effective first full pay period following the ratification of the MOU through December 31, 2027, each unit member's total bi-weekly contributions toward the purchase of one of the two County health benefit plans shall be as follows:

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

- 15.2 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 Deputy District Attorney Association and the Board of Supervisors.
- 15.3 The selection of the Medical Plan shall be at the unit member's option, which must be exercised in writing by the member during the enrollment periods established by the COUNTY. If the member makes no selection, the COUNTY will select employee only coverage under Medical Plan II and apply its total contribution toward the payment of the premium for that plan. Any increases in the cost of Plan II shall be paid automatically by each unit member by payroll deduction from the unit member's bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor or other mutual agreement between the units and the Board of Supervisors.
- 15.4 During the term of this MOU, a unit member may also purchase vision and dental benefits under the plans approved by the Board of Supervisors. The unit member must elect to participate in writing during the enrollment periods established by the County. The full cost of any plan selected by the unit member will be paid through an automatic payroll deduction from the member's bi-weekly paycheck.
- 15.5 Effective January 1, 2026, the County Health Plan shall be configured as follows:

County of Imperial - Active Employees

Blue Shield Medical Plan

Effective January 1, 2026

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

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

<p>Benefit Modifications:</p> <ul style="list-style-type: none"> - 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.

<p>(1) Annual Deductible is applied for Inpatient Services at all hospitals</p> <p>Deductible and Co-Insurance waived for Mexicali, (Mexico) Preferred Providers (PPO) up to \$5000.</p> <p>Separate Mexico Network \$10 co-pay applies to all doctor's visits (office and specialist visit),</p>
--

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

updated 12/01/17

- 15.6 Unit members shall be notified of any increases in the premiums for the health plans, which will be effective at the beginning of each plan year on January 1st. Such notice shall be provided no later than sixty days prior to the end of the plan year in which such increase is to commence. Such notice shall also identify a thirty day period prior to the end of the plan year which shall be the open enrollment period.
- 15.7 The County health plan shall offer to unit members annual Mammograms and Prostate Specific Antigen (PSA) testing.
- 15.8 The County will provide annual influenza vaccine shots administered by the county Health Department to all unit members whose departments do not currently provide such shots unless the County is unable to procure sufficient dosages to immunize all unit members who request such inoculation. In such case, the County Health Department shall determine priorities for administering the vaccine in conjunction with Human Resources based on personal risk factors and personnel assignments. The remainder of the vaccine shall be provided on a first-come-first served basis.
- 15.9 Unit members shall be notified of any increases in the premiums for the health plans which will be effective at the beginning of each plan year on January 1st. Such notice shall be provided no later than sixty days prior to the end of the plan year in which such increase is to commence. Such notice shall also identify a thirty day period prior to the end of the plan year which shall be the open enrollment period.
- 15.10 The county will provide annual influenza vaccine shots administered by the County Health Department to all unit members whose departments do not currently provide such shots unless the County is unable to procure sufficient dosages to immunize all unit members who request such inoculation. In such case, the County Health Department shall determine priorities for administering the vaccine in conjunction with Human Resources based on personal risk factors

and personnel assignments. The remainder of the vaccine shall be provided on a first-come-first served basis.

Article 16 LIFE INSURANCE

Effective upon Board approval, County proposes to increase the Group Term Life Insurance coverage under the life insurance program as selected and modified by the Board of Supervisors from \$125,000 dollars to \$150,000 dollars.

Article 17 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 fifteen days. Unused leave under this Section 17 shall not accumulate from year to year.

Article 18 SICK LEAVE

18.1 Accrual

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

- a. Sickness or disability sustained while on a leave of absence without pay;
- b. Vacation.

18.2 Notification

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

18.3 Sick leave Buy Back

All permanent unit members shall be entitled to a buy-back of sick leave benefits accrued to their accounts, as hereinafter provided. Employees who have accrued at least 200 sick leave hours at the beginning of the fiscal year shall be entitled, at the end of that same fiscal year, to be paid for one-half of those sick leave hours earned during the fiscal year which are in excess of the total number of sick leave days taken off during that year. Such buy-back of sick leave benefits shall be paid for by the COUNTY at the employee's base salary rate to which he/she was entitled as of the last day of the last full pay-period occurring in the month of June of the fiscal year for which the buy-back payment is made. In the month of July following the fiscal year, the Auditor-Controller shall determine the buy-back leave entitlement of all employees of the COUNTY who elect to receive such buy-back leave benefits for the previous fiscal year. Each department head shall by June 30 of each fiscal year, inform the Auditor-Controller in writing of the elections of each employee, on forms provided by the Auditor-Controller in writing of the elections of each employee, on forms provided by the Auditor-Controller and pursuant to instructions issued by the Auditor-Controller. Each employee determined by the Auditor-Controller to be entitled to a sick leave buy-back shall be provided a supplemental payroll warrant in the appropriate amount by the Auditor-Controller.

18.4 Effective January 1, 2000, each calendar year, any unit member who is entitled to sick leave may use in any calendar year the unit member's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during a six-month period at the unit member's then current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions placed by the county upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her child, parent or spouse under this Article.

18.5 For the purposes of this paragraph a child means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. A parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

18.6 This Section 18.5 does not extend the maximum period of leave to which an employee is entitled under Government Code, section 12945.2 of the Family and Medical Leave Act of 1993.

Article 19 WAGES

Salary Wage Adjustment:

The County proposes a 3% base wage adjustment effective first full pay period following ratification of the MOU.

The County proposes a 3% base wage adjustment effective first full pay period in July 2026 or first full pay period following ratification of the MOU, whichever is later.

The compensation increases provided during the term of this agreement shall satisfy any and all obligations of the parties to reopen Article 19 of the MOU for further negotiations. No further reopeners on economic issues, including salaries, shall be required during the term of this MOU.

WORK FURLOUGHS

- 20.1 For the purpose of reducing COUNTY expenditures, the Board of Supervisors may require any employee to take no more than ten (10) working days per fiscal year of leave without pay. This leave will be called a work furlough. The COUNTY shall provide at least ten (10) calendar days' written notice to each affected employee prior to the first day of each period of such work furlough. Prior to providing the notice, a COUNTY representative will be made available to explain to representative will be made available to explain to representatives of the Unit the financial basis for the furlough. This is for informational purposes only. Nothing in this provision means that a work furlough is subject to meet and confers.
- 20.2 Neither the decision by COUNTY to institute a work furlough nor the impacts or effects of such decision shall be subject to meet and confer or any COUNTY grievance procedure.
- 20.3 Periods of work furlough shall not affect an employee's entitlement to COUNTY contribution toward health benefits, accrual of seniority, accrual of vacation and sick leave, period of probationary employment, or anniversary date; nor shall a period of work furlough be considered a break in service. Period of work furlough shall not adversely affect an employee's retirement service credit or otherwise reduce his/her retirement benefits.
- 20.4 In a department in which there are extra help, temporary or seasonal employees serving in the same classification as bargaining unit members serving in permanent positions in the same classification(s) such extra help, temporary or seasonal employees serving in the same classification(s) as those serving in permanent positions will not be employed during periods when bargaining unit members in the same classification in the department are on work furlough.
- 20.5 No employee may be required to take more than five (5) days per month of work furlough. If a furlough is required for more than one (1) day in a month, the employee's pay will not be reduced by more than one (1) day per pay period. The COUNTY will establish a schedule of pay reductions,

in advance of and/or following the furlough to complete the required pay reduction. Pay reductions may be in units of less than one day per pay period. If an employee is separated from service, any remaining reduction will be taken from the employee's remaining pay due.

- 20.6 A decision to implement a furlough will not be made based upon whether the affected positions are "general fund" positions under the County budget, except to the extent required by law. The COUNTY intends that furlough would normally to part of a general plan in which one or more departments as a whole would close for business to the extent possible under applicable law and the operational needs of the COUNTY, as determined by the BOARD. Other exceptions to department closure would be made only under specific circumstances approved by the BOARD. Other exceptions to department closure would be made only under specific circumstances approved by the BOARD.

Article 21 PROBATION PERIOD

Effective January 1, 1999, all new regular employees hired, rehired, transferred ,or promoted in the unit after December 31, 1998, shall serve a probationary period of one (1) year under the terms of applicable County ordinances.

Article 22 GRIEVANCE PROCEDURE

IMPERIAL COUNTY GRIEVANCE PROCEDURE

1. Definition of Grievance:

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

- (a) Disciplinary actions, including those, which shall be subject to appeal through County Ordinance provisions for the appeal of disciplinary actions.
- (b) The exercise of any County Managements rights as specified in this Memorandum or as found in the Employer Employee Relations Policy (EERP).
- (c) An impasse or dispute in the meeting and conferring process.

2. Rights

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

Grievance Procedures:

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

- (a) **Step 1 – An employee who has a grievance shall informally discuss his/her complaint with his/her immediate supervisor. Every reasonable effort shall be made to resolve the grievance**

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

3. Special Provisions:

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

4. Waiver of Grievance

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

Article 23 TRANSPORTATION

- 23.1 For the duration of the MOU only, the County will assign full time to the District Attorney Department for use by the District Attorney with current and valid vehicle licenses' and the Department Head an additional County vehicle for use only in the performance of regularly assigned duties. It is the intention of the County that priority consideration is given to requests

for the use of this vehicle to all members of the District Attorney Department who must travel to Calexico or Brawley.

- 23.2 The Department Head shall be responsible for establishing reasonable rules for the assignment of the vehicle in his sole discretion for use by District Attorneys only in the performance of their regular duties.
- 23.3 Each member of the District Attorney Department shall be permitted to use the vehicle in accordance with all applicable State and Federal laws and County ordinances, rules and regulations.
- 23.4 Nothing in this Article 23 or the application of this Article 23 shall be subject to the grievance provisions of this MOU except if the District Attorneys are completely denied access to the vehicle for reasons other than emergencies, a prior request for use of the vehicle, or the temporary reasons identified herein.
- 23.5 The parties understand that on occasion the County may have a need to use the vehicle for other purposes and that it may be temporary unavailable for purposes, including but not limited to routine service, repair, maintenance, cleaning, registering, etc.
- 23.6 District Attorneys using the vehicle shall be responsible to report to the County any observed defects or conditions in the vehicle which they believe may constitute a danger to employees or members of the public.

Article 24 NEGOTIATIONS

24.1 Mutual Agreement

COUNTY and the ICDDAA mutually agree that the terms and conditions set forth in the Articles and provisions of this MOU represent the full and complete understanding and commitment between the parties 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 set forth in this MOU. COUNTY and the ICDDAA also mutually agree that this MOU shall be in full settlement of all issues which were, were not, could have been, or may be the subject of meeting and negotiation. It is further agreed that none of such issues shall be subject to meeting and conferring during the term of this MOU unless by mutual consent in writing or by a procedure expressly allowing same set forth to this MOU.

COUNTY has the right to act on any matter during the term of this MOU as long as any action is not in violation of this MOU. COUNTY and the ICDDAA hereby each clearly and unequivocally waive their rights to meet and confer during the term of this MOU unless otherwise expressly stated in this MOU or mutually agreed to by the parties. Any policies, practices, or ordinances of the COUNTY in conflict with or inconsistent with the specific and express terms of this MOU may be deleted or amended to conform to this MOU by COUNTY. COUNTY may amend, change, delete or adopt policies, practices or ordinances as long as those policies, practices or ordinances do not violate the specific and express terms of this MOU.

24.2 Obligation to meet regarding an MOU for 2025-2027.

The parties agree that neither party has any remaining obligation to meet and confer regarding an MOU for the 2025-2027 year of this MOU other than as stated in the re-opener provisions agreed provided in section 24.3 of this MOU. This provision shall not operate to permit the County to unilaterally change the MOU or established practices regarding matters within the scope of representation.

24.3 Re-opener provisions.

The parties agreed that neither party has any remaining obligation to meet and confer regarding an MOU for the years 2025-2027 except with regard to the following issues: Reviewing and updating the County's Drug and Alcohol Policy; Reviewing and Revising the County of Imperial Employee Handbook; and reviewing and revising the County of Imperial Employer-Employee Relations Policy.

**ARTICLE 25 PRE TAX RETIREMENT
CONTRIBUTIONS TO RETIREMENT PLAN**

The County will treat employee contributions to the County Retirement Plan as if they were the employer contributions within the meaning of 26 U.S. C. section 414(h)(2) which shall result in unit member contributions to the retirement plan being paid by unit members but being made on a pre-tax basis to reduce gross taxable wages. 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 employees on the impacts of this plan on their current personal tax liability or upon the individual taxation of the withdrawal or receipt of retirement contributions as a result of the adoption of a resolution pursuant to this provision.

ARTICLE 26 RETIREMENT BENEFITS

26.1 Effective July 1, 2005, the County began providing to eligible bargaining unit members who are general members of the County Retirement System as opposed to safety members, the enhanced retirement benefits provided for in California Government Code section 31676.14 under the County Employees Retirement Law of 1937 on the terms and conditions set forth in this Article 26.

26.2 Pursuant to Government Code section 31676.14 and 31678.2, the County Board of Supervisors adopted a Resolution, which provided to eligible general retirement members an increase in the general service retirement allowance under the terms and conditions of Government Code sections 31676.14 and 31678.2 which shall be subject to the conditions set forth in this Article. Government Code sections 31676.14 and 31678.2 are incorporated by reference herein as though fully set forth.

26.3 Adoption of the resolution for the increased retirement benefit described in this Article was conditioned upon all eligible unit members paying the full additional contributions of both the

County and the general member for the benefit upon the effective date of the benefit and any increases in the contributions of the general member and/or the County thereafter. The Retirement Board will set the exact current amount.

- 26.4 General members eligible for the benefit described in Section 26.1 above shall not be required to pay any estimated unfunded liability for the benefit, which existed prior to the effective date of the resolution whether known, or unknown by the County.
- 26.5 Both legacy employees and PEPRA employees are responsible for payment of the UAAL for the supplemental retirement benefit. Under the original resolution providing for this supplemental retirement benefit, all members agreed to bear responsibility for the full payment of the UAAL associated with the supplemental retirement benefit such that the County would bear no additional cost. This obligation was and remains an obligation of all members in perpetuity. The legacy members shall continue to be required to pay the UAAL for supplemental retirement benefit in order to maintain the benefit. As PEPRA employees are not eligible to receive such benefit, the County agrees to make the required payment of the UAAL on behalf of the PEPRA employees as soon as administratively feasible in Fiscal Year 2025/2026 or upon ratification of the MOU, whichever is later. Such contributions on behalf of the County shall be non-refundable to the member.
- 26.6 The County's obligation to pay the UAAL for the enhanced benefit on behalf of PEPRA employees shall terminate upon the expiration of this Agreement – i.e., June 30, 2027. At that time, the County will have no further obligation to make further payments of the UAAL for PEPRA employees absent an express agreement between the parties. Moreover, the County will have no obligation to make payments of the UAAL for PEPRA employees during the negotiation of a successor agreement. Instead, effective July 1, 2027, the arrangement will revert back to the original resolution with all members (both legacy and PEPRA) being required to bear the full responsibility for payment of the UAAL for the supplemental retirement benefit.

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

- 26.7 Unit members waive any right or entitlement they might otherwise have had to payment by the County of any increased payroll costs for the increased retirement benefit pursuant to Government Code sections 31676.14 and 31678.2.
- 26.8 Subject to the applicable policies, procedures, practices, and regulations, the County contribution to the Imperial County Employees Retirement System for retirement on behalf of each legacy bargaining unit member will continue to include a portion of the employee's contribution, not to exceed three (3) percent, during the term of this Memorandum of Understanding.
- 26.9 Unit members acknowledge that contribution rates are adjusted annually through an actuarial study with contribution rates set by the Imperial County Board of Retirement. Unit members agree that they shall pay those contribution rates, including any applicable increases, as

established by the Imperial County Board of Retirement and adopted by the Board of Supervisors for all retirement benefits, subject to those contributions agreed to by the County in sections 26.5 and 26.8.

ARTICLE 27 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 services on the conditions set forth below:

27.1 Pursuant to Government Code section 31727.7, effective January 1, 2006, 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 retirement member who has five (5) years of 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

27.2 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 27.1 above;
2. Management and confidential employees and employees not part of a bargaining unit who were members prior to the operative date prescribed in Section 27.1 above and elect to the subject to this section on or after such operative date. The

Board of Supervisors shall prescribe the time period and conditions governing the election.

27.3 Nonservice-connected disability retirement allowance described in Section 27.1 above shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including this Article 27 requiring their members to be enrolled in this benefit of or before November 1, 2005.

ARTICLE 28 REOPENER PROVISIONS

There will be no reopeners for the term of the 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 Employer Employee Relations Policy; nor shall this Article preclude the parties participation in any effects bargaining obligations pertaining to the exercise of the County's Management Rights set forth in Article 8.

Article 29 ON - CALL PAY

Contingent on the development of an on-call policy and procedures by the District Attorney's Office as approved by the Board of Supervisors:

The County proposes to compensate one (1) employee per week to be "on-call" to receive one (1) hour of his or her hourly base rate pay for each day of after-hour on-call duty (not to exceed 7 hours per week). This compensation shall be limited to one (1) employee per week as assigned by management.

No additional compensation will be provided for time actually worked for responding to calls.

ARTICLE 30 AB 119 NEW EMPLOYEE ORIENTATION:

The County will provide a representative of Imperial County Deputy District Attorney Association with 20 minutes at the end of each orientation (estimated from 11:40 a.m.-12:00 p.m.) to meet with new association members.

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

ARTICLE 31 HIRING AND RETENTION BONUS

The County announced a \$5,000 hiring bonus in return for a 2-year employment commitment for Deputy District Attorney applicants hired after March 12, 2019. An additional \$5,000 retention bonus shall be granted to these applicants upon the completion of the initial 2-year commitment and a re-commitment of additional 3-years of employment. Employees that receive the \$5,000 retention bonus and subsequently leave employment will not be eligible for any additional hiring bonus or retention bonus upon returning to County employment.

The County will extend a one-time retention bonus of \$5,000 to all employees under this unit employed by the County as of the date of ratification of the MOU, so long as they provide the County with a signed 3-year commitment by the end of the current fiscal year (2018/2019). Payment of the one-time retention bonus will be provided to all eligible employees following receipt of the signed 3-year commitment. The one-time retention bonus will not be available following the end of the current fiscal year (2018/2019), and will not be offered or provided during the remainder of the MOU's term. Employees that receive the \$5,000 retention bonus and subsequently leave employment will not be eligible for any additional hiring bonus or retention bonus upon returning to County employment.

ARTICLE 32 CLASSIFICATION AND COMPENSATION STUDY:

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

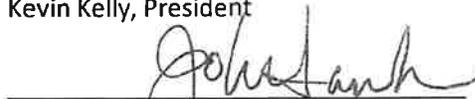
The Agreement shall not be effective unless approved by the Board of Supervisors.

Therefore, upon notice to the County that the bargaining unit has ratified the provisions of this agreement, the County shall provide to the Imperial County Deputy District Attorney Association (ICDDAA) 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.



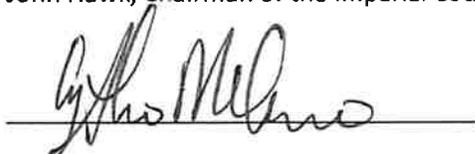
Date: 06/13/2025

For the ICDDAA
Kevin Kelly, President



Date: 6-17-25

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



Date: 6-17-25

Cynthia Medina
Clerk of the Imperial County Board of Supervisors

Attachment A

Classification	Range
Deputy District Attorney I	343
Deputy District Attorney II	370
Deputy District Attorney III	390
Deputy District Attorney IV	410
Deputy District Attorney V	423
Senior Deputy District Attorney	438

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

