

Exhibit B

Memorandum of Understanding

Confidential Clerical

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF IMPERIAL

And

THE CONFIDENTIAL CLERICAL UNIT

Effective through June 30, 2027

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THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the IMPERIAL COUNTY CONFIDENTIAL CLERICAL UNIT ("Unit"), and the COUNTY OF IMPERIAL ("County").

WITNESSETH:

WHEREAS, pursuant to Government Code Section 3507.5, the Imperial County Board of Supervisors may adopt reasonable rules and regulations providing for the designation of confidential employees of the County; and

WHEREAS, on September 16, 1980, the Board of Supervisors by resolution originally designated the confidential classifications of the County, and further, on April 14, 1981, the Board by resolution defined "confidential employee" as those classes in which the incumbent regularly has access to or possesses information relating to the meeting and conferring with recognized employee organizations regarding wages, hours and terms and conditions of employment, pursuant to the provisions of the County's Employer-Employee Relations Policy, and therein further designated the confidential employees of the County by job classifications within specified departments; and

WHEREAS, as modified since April, 1981 by the Board from time to time as required to allocate new positions and job classifications and to reflect County organizational changes, said confidential employee designations represent the membership of the Unit; and

WHEREAS, the Imperial County Board of Supervisors on January, 1981 (Minute Order No. 7.b., regular meeting of the Board of Supervisors of January 13, 1981) adopted procedures relating to representation rights for the Unit, allowing members of the Unit to select a committee to represent said unit in all employer-employee relations with the County; and the Unit, thus, is a recognized employee organization which currently represents the employees of the County Executive Office, the County's Department of Human Resources, and the County Counsel's Office who are all those job classifications herein identified on Attachment "A"; and

WHEREAS, the parties have met and conferred in good faith pursuant to the terms of the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and have approved this agreement for submission to the Board of Supervisors; and

WHEREAS, it is the present desire of the Imperial County Board of Supervisors, as a policy matter, and of the parties herein, to reduce to writing agreements by the execution of a Memorandum of Understanding.

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE 1. EMPLOYEES COVERED

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

ARTICLE 2. 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 of July 1, 2025 through June 30, 2027.

Between March 1 and March 30, 2027, the bargaining unit shall 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 3. 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 3 of the MOU for further negotiations. No further reopeners on economic issues, including salaries, shall be required during the term of this MOU.

ARTICLE 4. GROUP HEALTH INSURANCE PREMIUMS

- A. Effective January 1, 2026, for the period of January 1, 2026, through December 31, 2027, each unit member's total bi-weekly contributions toward the purchase of one of the two County health benefit plans shall be as follows:

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

- B. All future increases, including any increases effective on January 1, 2028 in either the County's contribution and/or in the unit member's contribution toward full payment of the premium for any of the above health plans, shall be paid automatically by each unit member by payroll deductions from the unit member's bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor MOU or other mutual agreement between Confidential Clerical Bargaining Unit bargaining unit and the Board of Supervisors.
- C. The selection of the Medical Plan shall be at the unit member's option, which must be exercised in writing by the member during the enrollment periods established by the COUNTY. If the member makes no selection within 31 days of their hired date, 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 unit and the Board of Supervisors.
- D. 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.
- E. 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) Emergency Room Services	\$250 per day (3 day max) \$100	\$250 per day (3 day max) \$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
	PPO Deductible & Co-Insurance waived	Non-PPO Deductible Applied
Preventive Care Benefits		
<i>Annual Health Appraisal Examination</i>		
- Annual physical examination	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<i>Well Baby Care Benefits</i>		
- Office visits	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<i>Immunizations & vaccinations including flu shot</i>	No Charge	Not covered
<i>Colorectal cancer screening</i>	No Charge	Not covered
<i>Osteoporosis screening (medically necessary)</i>	No Charge	40%

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

- (1) Annual Deductible is applied for Inpatient Services at **all hospitals**
Deductible and Co-Insurance waived for Mexicali, (Mexico) Preferred Providers (PPO) up to \$5000.
Separate Mexico Network \$10 co-pay applies to all doctor's visits (office and specialist visit), and medical procedures (including but not limited to lab services, x-rays, surgeries and physical therapy)
- (2) In-Hospital Admission Fee is separate from the Annual Deductible and will be charged for inpatient services provided in El Centro Regional Medical Center and Pioneers Memorial Hospital
- (3) Second Surgical Opinion, Hospital Pre-Certification, Length of Stay Review, Pre-Admission Testing and

Medical Case Management.
(4) For services by Non-Preferred Providers, the County will only pay 60% of the allowable amount, the employee is responsible for all other charges.
Employee is responsible to verify the status of a Preferred or non-Preferred Provider prior to receiving services.

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updated 7/1/2021

- F. 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 1. 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 period prior to the end of the plan year, which shall be the open enrollment period.
- G. The County agrees to maintain the employee's current health care contribution rates through December 31, 2027.

ARTICLE 5. VISION AND DENTAL INSURANCE

During the term of this agreement, an employee may also purchase vision and dental benefits under plans approved by the Board of Supervisors. The employee must elect to participate in writing during the open enrollment periods established by the County. The full cost of any plan selected by the employee will be paid through an automatic payroll deduction from the employee's bi-weekly paycheck.

ARTICLE 6. LIFE INSURANCE

The County will provide to each bargaining unit member, at the County's expense, One Hundred Thousand (\$100,000) dollars of Group Term Life Insurance coverage under the life insurance program as selected and modified by the Board of Supervisors.

ARTICLE 7. ADMINISTRATIVE LEAVE

The following job classifications shall be entitled to thirty two (32) hours of administrative leave with pay on a fiscal year basis: Assistant to the County Executive Officer, Administrative Secretary to the Board of Supervisors, Legal Office Supervisor II-Confidential, Legal Office Supervisor III-Confidential, Executive Assistant II – Confidential and Clerk of the Board of Supervisors Assistant. All other bargaining unit members shall be entitled to sixteen (16) hours of administrative leave with pay on a fiscal year basis. Such leave shall be non-cumulative in nature but shall be in addition to any vacation, holiday, or any other types of leave accumulated to the accounts of such employees. Such employees shall be entitled to take administrative leave only at the discretion of their department heads. Such leave is not earned leave and must be used by June 15 of the fiscal year in which credited.

ARTICLE 8. BENEFITS IN EFFECT

Except as expressly modified or changed by this agreement, benefits currently available to employees covered by this agreement shall remain in full force and effect during this agreement. This agreement may be amended to provide for benefits, which are not in effect for the job classifications set forth in Attachment "A".

ARTICLE 9. SEVERABILITY OF PROVISIONS

If any provision of this agreement, or any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this agreement should be invalid or contrary to law, the remaining provisions shall not be effected, but shall continue to be given full force and effect as if the part so held had not been included herein.

ARTICLE 10. CLARIFICATION

In the event any provision of this agreement or any provision of any County ordinance or policy or procedure enacted or amended to implement any provision of this agreement needs clarification, or in the event of an inadvertent typographical or publication error, the County Executive Officer may, with the advice of the County Counsel, issue administrative instructions clarifying the intent of said provisions as enacted. Said administrative instructions shall expire sixty (60) days from the date they were issued unless they are included in amendments added to such ordinances, policies, or procedures by formal action of the Board of Supervisors.

ARTICLE 11. CLASSIFICATION STUDY IMPLEMENTATION

Effective February 8, 1991, this Article previously implemented the Classification, Job Evaluation, and Salary Study ("Study") prepared by Ewing & Associates. Effective on that date, the Study was implemented together with the following additional recommendations:

1. The policy of "Red Circling" as described at Page 7 of the Study. The specific salary shall be determined by the County.
2. The policy set forth at Exhibit N of the Study, entitled Classification Policy and Procedures.

The parties agreed that the provisions of former Article 11 superseded any County ordinances as they may pertain to bargaining unit members, to the extent that any such ordinances are or were inconsistent with the provisions of this Memorandum of Understanding.

ARTICLE 12. EFFECT OF AGREEMENT

- A. The County and the Unit members mutually agree that the terms and conditions set forth in the articles of this Agreement represent the full and complete understanding and commitment between the parties as to those terms which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by procedure expressly allowing same stated in this Agreement.
- B. The County and the Unit members mutually agree that this Agreement shall be in full Settlement of all issues which were, could have been, or may be the subject of meeting and negotiating is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The County has the right to act on any matter during the term of this Agreement as long as any such action is not in violation of this Agreement or is not a matter within the scope of representation which is not covered by this

Agreement.

- C. Any policies and practices inconsistent with the express terms of this Agreement may be deleted by the County or modified to be consistent therewith. The County may amend, change, delete or adopt ordinances, policies and practices so long as such ordinances, policies and practices do not violate specific and express terms of this Agreement and do not modify matters within the scope of representation, which are not covered by this Agreement.

ARTICLE 13. WORK FURLOUGHS

- A. For the purpose of reducing County expenditures, the Board of Supervisors may require any employee to take no more than thirteen (13) 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 representatives of the Unit the financial basis for the furlough. This is for informational purposes only. Nothing in this provision means that the decision to require the furlough is subject to the grievance procedure. Nothing in this provision means that a work furlough is subject to meet and confers.
- B. 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. Periods of work furlough shall not adversely affect an employee's retirement service credit or otherwise reduce his/her retirement benefits. In a department in which there are both bargaining unit members and non-bargaining unit members in the same classification (i.e., extra help, temporary, seasonal, substitute), the non-bargaining unit members will not be employed during periods when bargaining unit members in the same classification in the department are on work furlough.
- C. 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 employees 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 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.
- D. 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 a furlough would normally be 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.

ARTICLE 14. MILEAGE REIMBURSEMENT

For all employees who are required to use their private vehicles on County business, the County shall establish a per mile reimbursement rate that will be equal to the current rate of reimbursement of the Internal Revenue Service.

ARTICLE 15. VACATION

All permanent County employees covered by this Memorandum shall be eligible to take vacations when one (1) year of continuous County employment is completed. All vacation shall be scheduled and taken subject to the approval of the employees department head.

ARTICLE 16. PROBATIONARY PERIOD

All regular employees newly hired into the unit after December 31, 1997, shall serve a probationary period of one (1) year pursuant to the terms of applicable County policies and ordinances. All regular employees rehired, transferred, or promoted in the unit after December 31, 1998, shall serve a probationary period of one (1) year pursuant to the terms of applicable county policies and ordinances.

ARTICLE 17. SICK LEAVE TO ATTEND TO AN EMPLOYEES CHILD, PARENT OR SPOUSE

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 for the care of his or her child, parent, sibling, or spouse or domestic partner, or the spouse or domestic partner of any of the preceding. 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 or domestic partner under this Article.

- A. 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. Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- B. This Article does not extend the maximum period of leave to which an employee is entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

ARTICLE 18. BEREAVEMENT LEAVE

Every unit member holding a permanent, full time position in the unit shall be entitled to bereavement leave without a charge being made for such leave to the employee's accumulated sick-leave benefits for up to 3 bereavement leave incidents per fiscal year as follows:

- A. Five (5) days of "bereavement leave" for each death in the employee's immediate family for incidents occurring within 250 miles of the eligible employee's residence.
- B. Seven (7) days of "bereavement leave" for each death in the employee's immediate family for incidents that occurs beyond a 250-mile radius of the eligible employee's residence.
- C. "Immediate family" for purposes of this benefit, is defined to include the employee's spouse, domestic partner, grandfather, grandmother, spouse's or domestic partner's grandfather or grandmother, father, mother, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild of either spouse or domestic partner or employee, and any relative living in the immediate household and any of the equivalent step relationships of the listed above.
- D. An employee shall be entitled to no more than twenty-one (21) days of leave under this Article per fiscal year. However, the total allowable days shall be determined by the actual incidents, not to exceed twenty-one days. Unused leave under this Section 18 shall not accumulate from year to year.

ARTICLE 19. BIRTHDAY HOLIDAY

Effective July 1, 2000, a birthday holiday (personal day) 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 with the Department Head consistent with the operational needs of the County. The holiday shall be an eight-hour period within a single day for employees who work a regularly scheduled eight-hour day or a regularly scheduled nine-hour day and a ten-hour day if the unit member is regularly scheduled to work a ten-hour day. This holiday replaces future holidays, which may be granted pursuant to County Ordinance 3.08.250 (12) which provides for a holiday for everyday appointed by the President or Governor for a public fast, thanksgiving, or holiday.

ARTICLE 20. TUITION REIMBURSEMENT PROGRAM

Subject to existing policies and procedures, 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. Additionally, both parties agree to the revised Tuition Reimbursement Program Policy. All other provisions are set forth in the County's Tuition Reimbursement Program Policy.

ARTICLE 21. MANAGEMENT RIGHTS

- A. All management rights and functions shall remain vested exclusively with the County except those, which are clearly and expressly limited in this memorandum.

- B. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:
- C. The right to determine the mission of each of its agencies, departments, institutions, boards and commissions including the standards of services to be offered;
- D. The right of full and exclusive control of the management of the County; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, directions, location and determination of the size and mission of the work force;
- E. The right to determine the work to be done by the employees including establishment of levels of service and staffing patterns;
- F. The right to change or introduce new or improved operations, methods, means or facilities; or contract for work to be done;
- G. Subject to County ordinances, the right to set and enforce performance standards, and to promote, reclassify, transfer, assign, release and lay-off employees; to spend, demote, reduce in step or range, discipline and discharge employees for cause; to prescribe qualifications for employment and determine whether they are met;
- H. All the rights, responsibilities and prerogatives that is inherent in the County by virtue of all Federal, state and local laws and regulations;
- I. The exercise by the County through its Board of Supervisors and management personnel of the rights enumerated herein above, shall not in any way directly or indirectly be subject to the grievance procedure set forth herein.

ARTICLE 22 RE-OPENER PROVISIONS

There will be no reopeners for the term of this MOU.

This Article shall in no way preclude the parties from meeting and conferring as required over any modifications to the Drug and Alcohol Policy; County of Imperial Employee Handbook, Sexual Harassment Policy, FMLA Policy and the County of Imperial Employer-Employee Relations Policy; nor shall this Article preclude the parties' participation in any effects bargaining obligations pertaining to the exercise of the County's Management Rights set forth in Article 21.

ARTICLE 23 RETIREMENT BENEFITS

- 23.1 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 23.

- 23.2 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.
- 23.3 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.
- 23.4 General members eligible for the benefit described in Section 23.1 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.
- 23.5 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.
- 23.6 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.

- 23.7 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.
- 23.8 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.
- 23.9 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 23.5 and 23.8.

ARTICLE 24 NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT

Pursuant to Government Code section 31727.7, nonservice-connected disability pensions shall be provided to all eligible bargaining unit members who are general or safety members based on years of credited service on the conditions set forth below:

- A. Pursuant to Government Code section 31727.7, a nonservice-connected disability allowance shall be provided to disability retirements effective on or after January 1, 2006 in lieu of any other allowance to a general or safety member who has five (5) years or more credited service based on the following table:

Years of credited service:	Percentage of final compensation
Five years, but less than six years	20.0
Six years, but less than seven years	22.0
Seven years, but less than eight years	24.0
Eight years, but less than nine years	26.0
Nine years, but less than ten years	28.0
Ten years, but less than eleven years	30.0
Eleven years, but less than twelve years	32.0
Twelve years, but less than thirteen years	34.0
Thirteen years, but less than fourteen years	36.0

Fourteen years, but less than fifteen years	38.0
Fifteen or more years	40.0

B. The nonservice-connected disability retirement allowance shall only apply to:

1. Persons who become members of the retirement system after the operative date prescribed in Section 31727.7;
2. Management and confidential employees and employees not part of a bargaining unit who were members prior to the operative date prescribed in Section 31727.7 and elect to be subject to this section on or after such operative date. The Board of Supervisors shall prescribe the time period and conditions governing the election.

C. The nonservice-connected disability retirement allowance described in paragraph A above shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including this Article 24 requiring their members to be enrolled in this benefit on or before November 1, 2005.

ARTICLE 25. PRE TAX CONTRIBUTIONS TO RETIREMENT PLAN

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

Employees required to work out of classification by their department heads for a period exceeding thirty (30) calendar days duration shall receive a salary increase for all such work performed in excess of said thirty (30) day period. The salary increases shall be a minimum of five percent (5%) and at least at the level of the first salary step of the salary range of the job classification in which such work is being performed. When employees are required by their department heads to work out-of-class, the department head shall request approval of the out-of-class work salary increase from the Director of Human Resources, and such increase shall be granted if approval by the Director of Human Resources. Such out-of-class work salary increases may be granted upon the approval, of the Director of Human Resources for a maximum period of ninety (90) days. Any increase granted in excess of ninety (90) days must be approved by the Board of Supervisors upon the request of the department head. This provision shall not apply to persons who are incumbents of training positions to eventual employment in a higher level job classification.

The thirty (30) calendar day waiting period will be waived if the employee has been approved for out of class pay within the last three (3) years for the same assignment.

ARTICLE 27. BILINGUAL DIFFERENTIAL PAY

The County shall compensate all County employees entitled to the bilingual differential pay pursuant to the Policy and Procedures for Payment of Bilingual Differential Pay in the amount of thirty dollars (\$30.00) per bi-weekly pay period. No deduction will be made for days not worked because of holidays or because of authorized vacation or sick leave.

ARTICLE 28. GRIEVANCE PROCEDURES

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 29. AB 119 EMPLOYEE ORIENTATION:

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

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

ARTICLE 30. 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 31. VACATION BUY BACK

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

Additional Items:

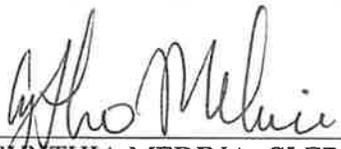
The County agrees to provide Management members with Cesar Chavez Day (March 31) as a holiday in the same terms and conditions as those provided to in County Ordinance 3.08.250.

Dated: 4/20/2025


CHRISTINA TIRADO
FOR THE CONFIDENTIAL CLERICAL UNIT

Dated: 6-25-25


JOHN HAWK, CHAIRMAN
FOR THE COUNTY OF IMPERIAL
BOARD OF SUPERVISORS


CYNTHIA MEDINA, CLERK OF THE
IMPERIAL COUNTY BOARD OF SUPERVISORS

Attachment A

Confidential Clerical

Positions	Range
Account Clerk III-Confidential	177
Administrative Secretary to the Board of Supervisors	209
Assessment Appeals Specialist	256
Assistant to the County Executive Officer	264
Clerk of the Board of Supervisors Assistant	317
Executive Assistant II – Confidential	256
Legal Office Assistant I-Confidential	161-C
Legal Office Assistant II-Confidential	192
Legal Office Supervisor I-Confidential	221
Legal Office Supervisor II-Confidential	242
Legal Office Supervisor III-Confidential	277
Office Assistant I-Confidential	132-F
Office Assistant II-Confidential	152-D
Office Assistant III-Confidential	175-B
Office Technician-Confidential	196



Attachment A

Confidential Clerical

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Office Assistant III-Confidential	175-B
Office Technician-Confidential	196



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

Date: 7/1/25

Approved by the Board of Supervisors

6/24/25 36
Date Minute Order #

Clerk of the Board of Supervisors
County of Imperial

BY: m. Dmays
Deputy