

DATE SUBMITTED April 9, 2024
 SUBMITTED BY Human Resources
 DATE ACTION REQUIRED April 17, 2024

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. Approval to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) Article XIV Holidays with Second Amendment to clarify language on holiday pay calculation for CalPERS.	
DEPARTMENT INVOLVED: Human Resources	
BACKGROUND/SUMMARY: We request to amend the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU) by adding the Second Amendment which will clarify language in the MOU Article XIV regarding holiday pay calculation for CalPERS. This will make no change to the current practice of the City for calculating holiday pay and will just provide CalPERS with the clarification they need for how the City calculates holiday pay, which will state "holiday pay at a rate of 2 1/2 will be reported as their regular shift under regular earnings (1) plus 1.5 times their base rate of pay under special compensation."	
FISCAL IMPACT: NOT TO EXCEED There is no fiscal impact for this request.	FINANCE INITIALS <u>JMS</u>
STAFF RECOMMENDATION: Recommendation to approve the second amendment to the Imperial Police Officer's Association Memorandum of Understanding (IPOA MOU).	DEPT. INITIALS <u>KWS</u>
MANAGER'S RECOMMENDATION: Approve Staff Recommendation	CITY MANAGER'S INITIALS <u>DHm</u> 09/04/24
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () DISAPPROVED () REFERRED TO:	
REJECTED () DEFERRED ()	

**SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE
CITY OF IMPERIAL**

**AND THE
IMPERIAL POLICE OFFICERS ASSOCIATION**

1. It is mutually understood that this amendment is being made to clarify holiday pay calculation for CALPERS. This change will amend and add clarifying language to Article XIV Holidays. This will make no change to the current practice of the City for calculating holiday pay, as this explanation is for clarification purposes only for CALPERS. As per the memorandum of understanding, officers that are required to work on the designated holidays will be paid holiday pay at the applicable hourly rate of two and one-half (2 ½) times their base rate of pay. Holiday pay at a rate of 2 ½ will be reported as their regular shift under regular earnings (1) plus 1.5 times their base rate of pay under special compensation.

2. That all remaining provisions contained within the currently existing memorandum of understanding and first amendment to the memorandum of understanding shall remain in full force and effect.

CITY OF IMPERIAL

Dennis Morita, City Manager

Date

Kristen Smith, Human Resources Manager

Date

IMPERIAL POLICE OFFICERS ASSOCIATION

Sgt. Alberto Hernandez, IPOA President

Date

Police Officer Christian Torres

Date

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF IMPERIAL
AND THE
IMPERIAL POLICE OFFICERS ASSOCIATION**

1. It is mutually understood that the following will replace "Exhibit A, Position Allocations," in the current Memorandum of Understanding effective August 2, 2023.

<u>POSITION</u>	<u>RANGE</u>
Corporal	82
Criminal Analyst	73
Police Chief's Administrative Assistant	60
Police Officer	76
Police Services Officer I	60
Police Services Officer II	62
Police Services Officer III	67
Sergeant	87

2. That all remaining provisions contained within the currently existing memorandum of understanding shall remain in full force and effect.

CITY OF IMPERIAL



Dennis Morita, City Manager

08/04/2023

Date

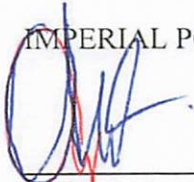


Kristen Smith, Human Resources Manager

08/04/2023

Date

IMPERIAL POLICE OFFICERS ASSOCIATION



Sgt. Alberto Hernandez, IPOA President

8/5/23

Date



Sgt. Jeremy Schaffer

08/05/2023

Date

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN THE

CITY OF IMPERIAL

AND THE

IMPERIAL POLICE OFFICERS ASSOCIATION

July 1, 2023 – June 30, 2026

RESOLUTION 2023-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IMPERIAL, CALIFORNIA APPROVING A SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH IMPERIAL
POLICE OFFICERS ASSOCIATION FOR FISCAL YEARS
2023-2024, 2024-2025 AND 2025-2026**

WHEREAS, the City of Imperial (City) and Imperial Police Officers Association (IPOA) have meet and conferred in accordance with requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City and IPOA have reached an agreement on the terms and benefits identified in the Memorandum of Understanding set forth in Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1. That the City Council of the City of Imperial hereby approves and adopts the MOU between the City and IPOA for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 as set forth in Exhibit "A"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL DOES RESOLVE, DETERMINE, AND ORDERS AS FOLLOWS:

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial this 5th day of July, 2023.



KATHERINE BURNWORTH,
Mayor

ATTEST:



KRISTINA M. SHIELDS,
City Clerk

CERTIFICATION

I, Kristina M. Shields, City Clerk of the City of Imperial, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 5th of July, 2023, by the following vote, to wit:

AYES: Mendoza, Obeso-Martinez, Tucker, Amparano & Mayor Burnworth

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Imperial, California, this 5th day of July, 2023.



KRISTINA M. SHIELDS,
City Clerk

Contents

ARTICLE I – PARTIES TO THE AGREEMENT.....	3
ARTICLE II -RECOGNITION.....	3
ARTICLE III – RATIFICATION.....	3
ARTICLE IV – EFFECT OF AGREEMENT.....	3
ARTICLE V – SCOPE OF REPRESENTATION.....	4
ARTICLE VI – CITY RIGHTS.....	4
ARTICLE VII – EMPLOYEE RIGHTS.....	5
ARTICLE VIII – ASSOCIATION RIGHTS.....	5
ARTICLE IX – PAYROLL DEDUCTION.....	6
ARTICLE X – SAFETY AND OTHER EQUIPMENT EXCLUSIVE OF REQUIRED UNIFORMS.....	6
ARTICLE XI – UNIFORMS AND UNIFORM ALLOWANCE.....	6
ARTICLE XII – WORK SCHEDULE.....	7
ARTICLE XIII – EMPLOYEE LEAVES.....	7
A. SICK LEAVE.....	7
B. VACATION LEAVE.....	9
C. FUNERAL LEAVE.....	10
D. BEREAVEMENT LEAVE.....	11
E. JURY DUTY LEAVE.....	11
F. MILITARY LEAVE.....	11
ARTICLE XIV – HOLIDAYS.....	13
ARTICLE XV – REPLACEMENT/REPAIR OF EMPLOYEES PERSONAL PROPERTY.....	13
ARTICLE XVI – HEALTH BENEFITS.....	14
ARTICLE XVII – COMPENSATION.....	15
A. WAGE RATES.....	15
B. POST CERTIFICATION.....	17
C. OVERTIME.....	17
D. COMPENSATORY TIME.....	17
E. COURT PAY & STAND BY PAY.....	18
F. SHIFT DIFFERENTIAL PAY.....	18
G. FIELD TRAINING OFFICER.....	18
H. SPECIALIZED ASSIGNMENT PAY.....	19

I. K-9 OFFICER PAY	19
J. BILINGUAL PAY	19
K. EDUCATION PAY	20
ARTICLE XVIII – RETIREMENT	20
ARTICLE XIX – PROBATIONARY PERIOD	20
ARTICLE XX – PERSONNEL FILES	21
ARTICLE XXI – PERFORMANCE EVALUATION	22
ARTICLE XXII – PUNITIVE ACTION	22
ARTICLE XXIII – ADMINSTRATIVE APPEAL PROCEDURE.....	22
ARTICLE XXIV – DISCIPLINE	24
ARTICLE XXV – GRIEVANCE PROCEDURE.....	25
ARTICLE XXVI – TERM OF AGREEMENT	27
EXHIBIT A.....	28
POSITION ALLOCATION.....	28
EXHIBIT B	29
SALARY SCHEDULE.....	29
EXHIBIT C	33
EQUIPMENT LIST	33

ARTICLE I – PARTIES TO THE AGREEMENT

This Memorandum of Understanding (hereinafter as “MOU”) is made and entered into between the City of Imperial (hereinafter as “CITY”) and the Imperial Police Officers Association (hereinafter as “IPOA”) pursuant to the rules and regulations of the City of Imperial for the Administration of Employer-Employee Relations, which is fully incorporated herein by reference as though fully set forth as part of this MOU, unless inconsistent with a specific term of the MOU.

ARTICLE II -RECOGNITION

The CITY officially recognizes the ASSOCIATION as an employee organization operating within Government Code Section 3501(b) of the Meyers-Milias Brown Act; including Full Time Permanent or Probationary Employees of the Imperial Police Department who are peace officers represented by the ASSOCIATION, except as provided in Article VII or as any CITY employee who holds the position of Chief of Police or Captain. Exhibit A attached hereto contains a list identifying those positions which are approved by the City Council and which are positions covered by this MOU.

ARTICLE III – RATIFICATION

It is agreed that this MOU is of no force or effect until ratified and approved by the membership of the ASSOCIATION and, thereafter is ratified and approved by resolution duly adopted by the City Council of the CITY. The City Manager and Chief of Police are directly responsible for enforcing the terms set forth in this MOU and shall provide each employee, including new hires, of the CITY’s Police Department a copy of the MOU and any subsequent amendments thereto as appropriate.

ARTICLE IV – EFFECT OF AGREEMENT

The specific provisions of this MOU relative to wages, hours, fringe benefits and other terms and conditions of employment for the full-time classifications represented by the ASSOCIATION shall prevail over CITY policy, procedures, rules and regulations pertaining to represented employees which are inconsistent with the specific terms of this MOU. CITY policy, procedures, rules and regulations pertaining to employees represented by the ASSOCIATION which fall within the scope of representation, but which are not specifically addressed in this MOU, are incorporated into this MOU by reference only to the extent that they are not inconsistent with the terms of this MOU.

Except when mutually agreed upon by the parties, as required by the express terms of this MOU, or the expiration of this MOU, neither party shall be required to negotiate with respect to any matter covered by this MOU.

ARTICLE V – SCOPE OF REPRESENTATION

The scope of representation of the ASSOCIATION shall be as set forth in Government Code Section 3504, as it may be amended from time to time, and which provides that:

The Scope of Representation shall include all matters relating to employment conditions and employer-employee relations, including but not limited to, wages, hours and other terms and conditions of employment, except that the Scope of Representation shall not include consideration of the merits, necessity, organization, selection or discontinuation of any service or activity provided by law or executive order.

CITY shall provide prior notice of proposed rules, ordinances, resolution or regulations affecting matters within the Scope of Representation pursuant to Government Code Section 3504.5, except in cases of emergency.

ARTICLE VI – CITY RIGHTS

It is understood and agreed that CITY retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to:

- a) Determine its organization and mission; including the organization and mission of the Police Department; and
- b) Direct the work of CITY employees and assign related work not expressly covered by their job description; and
- c) Set standards of selection for employment, assignment, and promotion; and
- d) Determine the times and hours of operations, including “normal” working hours and schedule shifts accordingly; and
- e) Determine the kind of level of services to be provided and the methods and means of providing them; and
- f) Establish its municipal policies, goals, and objectives; and
- g) Make technological improvements; and
- h) Determine staffing patterns, number and kinds of personnel required; and
- i) Maintain efficiency of CITY budget procedures and determine budgetary allocation; and
- j) Determine the methods of raising revenue; and
- k) Contract out work in accordance with law; and

- l) Take action necessary to meet conditions of emergency nature, provided that the ASSOCIATION shall be afforded the opportunity to meet and confer concerning items covered by this MOU.

In addition, the CITY retains the right to classify, terminate, transfer and discipline employees, and determine the content of the employee performance process. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the CITY, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express term of this MOU, and then only to the extent such specified and express terms are in conformance with law.

This clause shall be interpreted and applied consistently with all other specific provisions of the MOU which deal with such management rights.

ARTICLE VII – EMPLOYEE RIGHTS

All Employees of CITY shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees of CITY also shall have the right to refuse to join or participate in activities of employee organizations and shall have the right to represent themselves individually in their employment relations with CITY. No employees shall be interfered with, intimidated, restrained coerced or discriminated against by CITY, ASSOCIATION, or by any employee organization because of the employee's exercise of these rights.

ARTICLE VIII – ASSOCIATION RIGHTS

ASSOCIATION officers may have access to ASSOCIATION members during the work day on non-work time to discuss ASSOCIATION business. Further, upon request for representation by an employee represented by the ASSOCIATION, such representative shall be permitted reasonable time during work hours without loss of pay to conduct such representation. Such business or representation shall not be permitted where manpower or shift assignments are adversely impacted or additional staffing or compensation will result. Upon request of the Chief of Police, ASSOCIATION may use CITY Police Department facilities for ASSOCIATION meetings on non-work time, and when not previously reserved or scheduled for CITY business, provided that ASSOCIATION gives Chief of Police, or his designee advance notice of any such request. Reasonable release time will be provided by the CITY for negotiations as agreed upon between the parties. The President of the IPOA may be released from work to attend one (1) PORAC meeting in San Diego (County), CA per month.

ARTICLE IX – PAYROLL DEDUCTION

During the term of this MOU, CITY will deduct ASSOCIATION dues on a bi-weekly payroll basis and remit in a timely fashion to the ASSOCIATION for each employee who has on file with CITY a signed authorization executed and dated after final adoption of this MOU by Resolution of the CITY Council. ASSOCIATION hereby releases and fully indemnifies CITY for any and all costs, including defense costs and attorney's fees and any judgment which may result from CITY's acts or omission in compliance with this Article.

ARTICLE X – SAFETY AND OTHER EQUIPMENT EXCLUSIVE OF REQUIRED UNIFORMS

CITY shall furnish to each Employee of the Police Department, at its own cost, any safety equipment or other equipment for the performance of employee's duties which is mandated by State Law, or CITY and all equipment required by CITY for use in the performance of peace officer duties for CITY. CITY will provide equipment listed in Exhibit C to all current full time, sworn employees in FY 2023-2024, and to incoming new hires for the term of this agreement. The CITY will maintain an inventory of eligible items for distribution to replace equipment that is damaged in the line of duty or worn due to general wear and tear. Equipment make and model selected for distribution will be at the discretion of the Chief of Police and will be uniform across the workforce. All secondary firearms carried by employees must be registered with and previously approved by the Chief of Police. Peace officers are not prohibited from carrying firearms issued and approved by the CITY while off duty. Employees also are not prohibited from carrying a flat badge on duty when not in uniform or off duty. All equipment, whether purchased or reimbursed by the CITY, including equipment furnished and/or owned by the CITY, shall be and remain the property of the CITY, and shall be returned to the CITY immediately upon termination of employment from the Police Department, upon written order of the Chief of Police, or upon transfer or assignment to duties where said equipment is not required or necessary as determined by CITY.

ARTICLE XI – UNIFORMS AND UNIFORM ALLOWANCE

All regular, full-time sworn employees of the Police Department are expected to maintain a clean, professional appearance at all times when representing the CITY as defined in Section 1024 of the Imperial Police Department Policy. For this purpose, CITY shall provide a one-time payment at the start of each fiscal year in the sum of one thousand five hundred dollars (\$1,500.00) to each sworn employee of the Police Department.

All regular, full-time civilian employees covered by this agreement are expected to maintain a clean, professional appearance at all times during their assigned working hours as defined by Section 1024.5 of the Imperial Police Department Policy. For this purpose, CITY shall provide a

one-time payment at the start of each fiscal year in the sum of six-hundred twenty-five dollars (\$625.00) to each civilian employee of the Police Department as a uniform allowance.

- Payments will be provided annually at the beginning of each fiscal year, or upon the date of hire for new employees.
- Sworn Employees: New hires who start employment with the City prior to June 1 will receive a stipend payment of one thousand five hundred dollars (\$1,500) upon hire, and will receive an additional stipend payment of one thousand five hundred dollars (\$1,500) at the start of the new fiscal year. For new hires starting on or after June 1 of each year, their uniform stipend payment received upon hire will serve as their payment for the upcoming fiscal year. If an employee should fail to pass the probationary period, uniforms purchased for employment with the City, or any clothing items with the CITY the logo or insignia shall be returned to the CITY upon termination.
- Civilian Employees: New hires who start employment with the City prior to June 1 will receive a stipend payment of six hundred twenty-five dollars (\$625) upon hire, and will receive an additional stipend payment of six hundred twenty-five dollars (\$625) at the start of the new fiscal year. For new hires starting on or after June 1 of each year, their uniform stipend payment received upon hire will serve as their payment for the upcoming fiscal year.
- If an employee should fail to pass the probationary period, uniforms purchased for employment with the City, or any clothing items with the CITY the logo or insignia shall be returned to the CITY upon termination.

ARTICLE XII – WORK SCHEDULE

Employees of the Police Department shall work approved schedule in accordance to a two-week work schedule as assigned by the Chief of Police. Schedules shall continue during the term of the MOU, if CITY determines that service so requires, CITY reserves the right to modify the number of employees working on any particular shift and/or day of the week and to change a particular employee's daily and/or weekly scheduled days/hours of work, so long as the employee has eighty (80) hours worked in each pay period.

ARTICLE XIII – EMPLOYEE LEAVES

A. SICK LEAVE

1. SICK LEAVE ACCRUAL. Sick leave will be accrued and credited on a pay period basis. A new employee starting on any day other than the first day of the pay period will not receive sick leave credit for that period.

(a) Employees will receive 3.6923 sick leave credit hours for completion of each full pay period (the total number of sick leave accrual will be ninety-six (96) hours per year).

(b) Employees shall be able to accumulate unlimited sick leave hours. All new employees hired after the term of this MOU will convert sick leave accrual for additional retirement credits at separation from the city after five (5) years of employment providing that they are PERS eligible. The employee shall have the option to cash out all hours between four hundred (400) hours and four hundred eighty (480) hours at the rate specified under Section 3 of this Article. New employees will no longer be eligible for sick leave cash out after five (5) years of employment.

(c) If an employee is absent without pay for more than five (5) working days of any single pay period, sick leave will not be accrued for that pay period.

2. USE OF SICK LEAVE. Sick leave may be taken at any time following the pay period in which it is earned. Use of accumulated sick leave is limited to the illness or injury of the employee and in accordance to the Family Medical Leave Act (FMLA).

Employees may charge their accumulated sick leave for absence from work due to confinement or hospitalization of a member of their immediate family (spouse, child or other dependent, or designated person (employees can designate one person per 12-month period)).

Proof of illness in the form of a doctor's statement may be required for all absences of three (3) consecutive workdays or more due to illness or injury, or if the CITY has reason to believe that the use of sick leave is not warranted. The CITY may give prior notice that verification will be required for future request of leave.

When an employee returns following an absence of more than three (3) consecutive work days, the CITY may request the employee furnish the CITY with a release from a medical or religious practitioner' certifying physical fitness and the extent to which employee may resume normal duties.

When weekly disability payments are made under Workers' Compensation laws, accrued sick leave benefits may be used provided that the total amount received by the employee shall not exceed normal compensation.

In all cases of industrial or work-related injury, CITY will provide light or modified duty if available. Individuals approved for light or modified duty available will remain on light or modified duty until medically released to full duty, or it is determined that employee's condition is medically determined to be permanent and stationary, the employee is medically unable to continue to perform the modified duty, or retired. CITY

agrees that if it is determined that an employee is industrially injured, temporarily or permanently, or is unable to perform modified or light duty as a result of an injury arising out of and in the course of employee's duties, such employee shall be entitled to a leave of absence without loss of salary in lieu of temporary disability payments for the period of disability, but not exceeding one (1) year or until such earlier date employee is retired on permanent disability pension pursuant to Labor Code Section 4850. The total payments received by the employee shall not exceed the employee's full salary.

In case of non-work-related injury or illness, CITY may provide light or modified duty if available and authorized by the City Manager.

Employees are encouraged to maintain a minimum of twenty (20) hours of sick leave accrual as insurance against unexpected illness.

3. SICK LEAVE PAYOFF. Accumulated sick leave shall be paid upon resignation or retirement according to the following schedule:

- | | |
|---|------|
| (a) After five (5) years of service | 25% |
| (b) After ten (10) years of service | 50% |
| (c) After fifteen (15) years of service | 75% |
| (e) Twenty (20) years of service | 100% |

The above accumulated sick leave shall be paid at the current base rate of pay at the time of resignation or retirement less applicable taxes if any (not to exceed 480 hours), or in accordance to Section 1 (b) of this Article. Any employee involuntarily terminated for cause, or who negotiates a resignation in lieu of termination for cause is NOT be eligible for sick leave payoff unless authorized by the City Manager

4. ADDITIONAL SICK LEAVE. After exhaustion of paid sick leave, an employee who is ill or injured may, upon written request, use accumulated vacation or other credited paid leaves to avoid leave without pay.

- (a) Days which an employee uses as "Additional Sick Leave" shall be considered days in paid status for applying the rights, benefits, and terms of this Agreement."

B. VACATION LEAVE

- 1) Vacation will accrue on a bi-weekly basis over twenty-six (26) pay periods per calendar year. A new employee starting on any day other than the first day of the pay period will not receive vacation leave credit for that period.
- 2) Vacation is earned but may not be taken during the probationary period except for emergencies approved by the Chief of Police. Emergencies do not include

employment elsewhere, participation in social or recreational events, or to pursue activities which may be completed during non-work hours.

- 3) Unpaid absences of thirty (30) consecutive days or more are not counted in determining the expiration of the above six (6) month period of continuous services, and vacation credit is not earned during such periods of unpaid absence.
- 4) Vacation may be taken up to the full amount accrued upon the prior approval of the Chief of Police. Vacation including fractions of a day, shall be granted only upon prior written request and written approval of the Chief of Police consistent with the Chief of Police determination of the need to fulfill work requirements and to provide continuous CITY services. If CITY cancels the scheduled vacation of an employee, the CITY and employee will mutually reschedule the vacation to occur within a period of three (3) months from the date it was initially scheduled to commence. In the case of an employee requesting more than a two-week consecutive vacation such requests may be reviewed and granted on a case-by-case basis by the Chief of Police, so long as such requests do not create negative operational or budgetary impacts for the City of Imperial.
- 5) Vacation may be earned and accumulated up to no more than four hundred and eighty (480) hours, at which time employees cease to accrue vacation in excess of this amount until such time and to the extent that accumulated vacation falls below this limit.
- 6) Upon completion of the probationary period, employees may request, and the Chief of Police may grant, vacation leave with pay to the extent earned in accordance with the following formula up to the four hundred and eighty (480) hour limit:

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) thru three (3) years	Two Weeks (80 Hours)
Four (4) thru eight (8) years	Three Weeks (120 Hours)
Nine (9) thru fourteen (14) years	Four Weeks (160 Hours)
Fifteen (15) and over	Five Weeks (200 Hours)

*Up to a total of 480 Hours

- 7) Resignation or termination of employees of the Police Department will be paid for earned vacation in a lump sum with the final check issued to the employee.

C. FUNERAL LEAVE

Upon the death of a regular, full-time employee of the CITY, other employees may be absent from work on a non-overtime basis with prior approval of the City Manager or his/her designee for a maximum of four (4) hours without loss of pay for the purpose of attending funeral services. However, the Police Department will not be closed for public service, or inadequately staffed to perform its mission as a result of such funeral attendance without the prior approval of the City Manager. The City Manager may grant

any additional exceptions to the limitations contained in this paragraph on a case-by-case basis. All employees granted such leave are required to attend the funeral for which such leave was requested, and to return to work following such attendance if their work day is not over.

When a public law enforcement officer employed in Imperial County is killed in the line of duty, CITY shall permit two ASSOCIATION representatives a maximum of four (4) hours to attend the funeral without loss of pay. CITY agrees to provide a vehicle for attendance at such funerals within Imperial County, if available and not otherwise required for service or scheduled for repair or maintenance, for the purpose of attending such funeral. Officers in attendance shall represent the CITY and perform an assigned duty. Where providing the vehicle is not possible for the CITY, the ASSOCIATION shall provide its own transportation at its own expense. The City Manager may grant additional exceptions to the limitations contained in this paragraph on a case-by-case basis.

D. BEREAVEMENT LEAVE

Whenever an employee is absent from work because of death in the immediate family, employee shall be entitled to five (5) working days absence with pay.

- 1) The immediate family shall be any of the following: spouse, domestic partner, child, child of either spouse or domestic partner, son-in-law, daughter-in-law, parent, step-parent, parent of either spouse or domestic partner, grandparent, step-grandparent, grandparent of spouse or domestic partner, sibling, step-sibling, sibling of either spouse or domestic partner, grandchildren, step-grandchildren, grandchildren of either spouse or domestic partner, aunt or uncle, niece or nephew, someone whom the employee was directly responsible for and provided care.
- 2) The granting of this leave shall not affect the employee's vacation or sick leave.
- 3) All bereavement leave must be reported on payroll time sheets, with an indication of the relationship of the deceased family member.
- 4) Additionally, in the event of a death in the employee's immediate household ten (10) work days of bereavement leave with pay may be taken by the employee.

E. JURY DUTY LEAVE

CITY employees summoned for jury duty shall serve without loss of pay, and shall provide CITY with payment for such service, except for mileage portion. Proof of service must be submitted with employee's timesheet.

F. MILITARY LEAVE

Military leave shall be granted in accordance with the terms required by State and Federal law. For purposes of retirement, Military Leave of Absence may be purchased at the

expense of the employee and request must be submitted by employee in accordance to PERS guidelines.

G. OTHER LEAVE TYPES

Family Medical Leave/California Family Rights Act Leave, Pregnancy Disability Leave and Parental Leave shall be provided in accordance with State and Federal Laws applicable to such leaves and upon the terms and conditions required by such laws.

H. DONATION OF TIME

All permanent employees with one full year of service with the City shall have the right in any fiscal year to donate to another permanent City employee no more than forty (40) hours of their accrued compensatory time and/or vacation time. Donation of time must be made in increments of a full hour.

The receiving employee must be off work due to their own serious illness or injury or the serious illness or injury of their child, parent, sibling, spouse or domestic partner, the spouse or domestic partner of any of the preceding, or a designated individual (as defined by the Family Medical Leave Act) and must have exhausted all their accumulated sick leave, vacation and compensatory time benefits before any of the transfer pursuant to this section shall be effective.

The receiving employee shall be required to provide the City a letter from his or her attending physician verifying the cause and necessity for the employee's absence.

In effecting the transfer of benefits between City employees pursuant to this section, the City's Finance department shall convert the amount of hours donated to dollar amounts at the donor's rate of pay and then reconvert the dollar amounts to hours at the receiving employee's rate of pay, and credit the number of hours to the account of the receiving employee. The Finance department will transfer the hours as needed.

All transfers of compensatory time and/or vacation hours from the account of one employee to the account of another employee pursuant to this section must be approved and requested in writing by Human Resources and the City Manager.

ARTICLE XIV – HOLIDAYS

The following is a calendar listing of observed holidays:

New Year Eve Day	December 31 st
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving	4 th Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
Personal Floating Holiday	Taken any time during the fiscal year

Officers required to work on the above holidays will be paid holiday pay at the applicable hourly rate of two and one-half (2 ½) times their base rate of pay. Officers not required to work will be credited hours in a Holiday Comp Bank in accordance to their work schedule to be used at a different time of the employee's choosing throughout the fiscal year. Holiday Comp hours are not subject to "cash out." Holiday Comp hours are on a use it or lose it schedule and do not roll over to the next fiscal year (must be used by last pay period of the fiscal year), this includes the personal floating holiday. Holiday Time must first be earned prior to its scheduled usage (only exception: to be used during the pay period it would be earned).

ARTICLE XV – REPLACEMENT/REPAIR OF EMPLOYEES PERSONAL PROPERTY

CITY shall reimburse employees for the lesser of the repair, replacement or fair market value up to a total cost of \$150.00 per incident for personal property damaged or lost in the performance of duty through no fault of the employee. This limitation shall not apply to uniforms damaged or lost within the scope of employment through no fault of the employee. This Article also does not apply to the ordinary wear and tear of uniforms for which the uniform allowance is intended. If the personal property is insured, CITY shall reimburse the employee for the cost of the deductible, up to a maximum of \$150.00 per incident. This Article shall not apply to personally owned vehicles used for the purpose of driving to and from work. It shall apply to personally owned vehicles where the use of such vehicle is directed by the City Manager or his designee to perform CITY business.

The City Manager may grant exceptions to the limitations contained in this paragraph on a case-by-case basis.

ARTICLE XVI – HEALTH BENEFITS

- a) CITY will pick up 100 percent (100%) of the Employee Only medical, dental, and vision cost for existing plans selected by the employee during Open Enrollment for Fiscal Years 2023-2024, 2024-2025 and 2025-2026; and
- b) CITY will pick up 50 percent (50%) of the dependent cost of the existing medical, dental, and vision plans selected by the employee during Open Enrollment for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 ;and
- c) CITY will pick up the monthly cost up to \$700 of those employees who selected the Mexico HMO (SIMNSA) medical and dental plan during Open Enrollment for Fiscal Years 2023-2024, 2024-2025, and 2025-2026 ;
 - a. Vision is included in the SIMNSA medical plan.
For employees who have SIMNSA coverage, additional vision or dental coverage selected in addition to the benefits provided by SIMNSA will be paid 100 percent (100%) by the employee.
- d) Employees who waive coverage shall be provided the amount of \$400 per month and be allowed to allocate funds into a pre-tax health benefit, (and/or) supplemental insurance coverage, (and/or) a 457 deferred compensation account, and/or employee’s paycheck as an after-tax benefit.
- e) CITY will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services, Principal life and dependent life for employees and their dependents.
- f) CITY will pay one-hundred percent (100%) of the employee and dependent life insurance for employees and their dependents.
- g) CITY will provide reimbursement up to \$50 per month towards gym or fitness class membership.

Employer Contributions. The City shall pay health insurance premiums for employees on extended sick leave as required by Family Medical Leave Act (FMLA/CFRA) and Pregnancy Disability Leave (PDL).

Affordable Health Care Act (ACA). City will implement mandatory provisions of the ACA.

ARTICLE XVII – COMPENSATION

The base pay for each classification represented by the ASSOCIATION is provided in Exhibit B to this MOU and incorporated herein by reference. Each step within the range provides a 5% salary increase.

1. Salary step increases are not automatic, but shall be given only for performance of satisfactory services and completion of certain lengths of service, on recommendation of the department head.
2. Every employee occupying a permanent position shall have an anniversary date which shall be their annual salary increase eligibility date.
3. The City will add two additional longevity steps to the salary schedule, allowing for longevity step increases at Step 8, Step 9 and Step 10 (as outlined in Section 8 Longevity Increases).
 - a. Upon execution of this agreement, all employees with 20 years or greater of continuous services with the City will immediately advance to step 10, so long as they have completed at least one year at step 8.
 - b. All employees with equal to or greater than 15, but less than 20 years of continuous service with the City will immediately advance to Step 9, so long as they have completed a minimum of one year at step 8. Future step increases to take place per the provisions outlined under Section 8 Longevity Increases.
 - c. Longevity salary increases outlined in 3(a) and 3(b) will be effective the first day of the pay period following execution of this agreement.

A. WAGE RATES

- 1) The CITY will maintain the ten (10) steps on the Salary Schedule for fiscal year 2023-2024, 2024-2025, and 2025-2026. Longevity steps shall be Steps eight (8) at the tenth (10th) year of continuous employment, nine (9) at the fifteenth (15th) year of employment, and ten (10) at the twentieth (20th) year of employment.
- 2) A 10% cost of living adjustment (COLA) to the fiscal year (FY) 2023-2024 salary schedule, a 2.5% COLA to the FY 2024-2025 salary schedule, and a 2.5% COLA to the FY 2025-2026 salary schedule;
- 3) Salary increases are authorized to be effective on a fiscal year basis, all such salary increases shall become effective the first pay period in July.
- 4) Where salary increases are authorized by the City Council to be effective on any other basis other than fiscal year basis, all such salary increases shall become effective at the start of the pay period following the designation by resolution of the City Council.
- 5) During the term of this MOU, any bargaining unit that receives salary adjustment comprising more than that which is stated in terms one (1) through four (4), employees covered by this agreement shall receive the same adjustment.
- 6) Out-of-Class Assignment - During Out of Class assignments, an employee who is assigned to perform the duties of a higher job classification shall be paid five percent (5%) above

their base rate of pay for all hours the employee is assigned duties of a higher job classification that are not included in the employee's current scope of duties. At all times, the City Manager has the sole authority to verbally or in writing temporarily assign an employee to perform the duties of a higher job classification. This provision does not apply to the temporary replacement of another employee for who will be absent for less than 15 calendar days.

- 7) **Salary Upon Promotion – Types of Promotions** – Employees can apply for any vacancy for which the City is recruiting for. In addition, employees who hold a position in a classification series can promote to a higher classification within the series through the under-hire process. Under-Hire promotions within the classification series can be requested for employees who have obtained required licenses or specialty certifications required to move into the higher level with the classification, provided they meet all the requirements outlined in the job description for the higher classification. For under-hire promotions related to time-in-grade requirements, promotion can be considered and requested at the time of the employee's annual evaluation. Upon promotion to a position having a higher salary range than the position formally occupied, the employee shall be placed on the nearest step of the new salary range (but not beyond step 7), providing for a minimum five (5%) percent increase in salary over the step held in the former position prior to promotion. In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The effective date of the promotional pay increase shall be the first day of the following pay period after which the promotion is approved. The effective date of the promotion will serve as the employee's new anniversary and salary increase eligibility date.
- 8) **Salary upon Demotion** – Upon demotion to a position in a lower salary range than the class of position from which demoted, the employee shall have their salary reduced to the salary step that is closest to, without exceeding, their current salary in the new salary range (not to exceed step 7). In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The date of demotion shall be the employee's new anniversary and salary increase eligibility date.
- 9) **Salary Upon Transfer** – Upon transfer from one position to another in the same salary range, the employee shall be compensated at the same step in the salary range as previously received with no change in anniversary date.
- 10) **Salary upon position reclassification**
 - a) If the position is reclassified to a class which is allocated to the same step, the salary of the employee shall not change and neither shall the anniversary date.
 - b) If the position is reclassified to a class which is allocated to a higher salary range, the employee shall be moved to the new salary range at the same step they are currently

placed, provided this step provides a minimum five (5%) increase. In the event that lateral step placement does not provide a minimum five (5%) percent increase, the employee will be placed at the salary step which provides the minimum five (5%) salary increase (not to exceed step 7). In those circumstances where placement at step 7 does not provide the required minimum five (5%) percent salary increase, the City Manager shall have the authority to place the employee at the higher longevity step, provided the employee meets the criteria of the minimum number of continuous years of service required for the step level. The effective date of the reclassification pay increase shall be the first day of the following pay period after which the reclassification is approved. The date of reclassification shall be the employee's new anniversary and salary increase eligibility date.

- c) If the position is reclassified to a class which is allocated at a lower salary range, the salary of the employee will be placed at the salary step that is closest to, without decreasing, their current salary in the new salary range, unless the salary is greater than the maximum of the range of the position to which they have been reclassified. In such an event the salary of the employee shall be reduced to the maximum of the range of the new classification for which they are eligible. The effective date of the reclassification pay increase shall be the first day of the following pay period after which the reclassification is approved. The employee's anniversary date shall not change.

B. POST CERTIFICATION

CITY will pay the following increase upon successful completion of individual classes upon submission of proof of such successful completion to Chief of Police.

- 1) CITY employees who complete their Intermediate POST Certification shall receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period.
- 2) CITY employees who complete their Advanced POST Certification shall receive a stipend pay of two hundred twenty-five dollars (\$225.00) per bi-weekly pay period..

C. OVERTIME

Overtime shall only be paid for regular, full-time employees of CITY if directed to be worked in advance by the Chief of Police. However, overtime in cases of emergency may be approved by the Chief of Police after the fact. Overtime shall be calculated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay and shall be paid for actual time worked in excess of eighty (80) hours per pay period. Paid leaves, such as holiday, vacation, and sick, are included as time worked when computing overtime.

D. COMPENSATORY TIME

CITY will allow employees to accrue up to one hundred sixty (160) hours of Compensatory Time. This time will be used and credited as one and a half (1½) regular hours. For example, one (1) hour of Comp Time earned will be tracked as one and a half (1 ½) hours

of straight time. Use of Comp Time must be approved by a Chief of Police in advance and will not create negative operational or budgetary impacts to the CITY. Unused Comp Time may be carried on the books or maybe cashed out at any time of the year; whichever the employee chooses.

E. COURT PAY & STAND BY PAY

When an employee is required, as a result of employment responsibilities, to make court appearances, including but not limited to depositions and/or subpoenas, during otherwise off duty hours, that employee shall be compensated at the rate of four (4) hours at straight time pay for each morning or each afternoon court session and employee is required to attend.

If an employee is placed on an "on-call" status, the employee shall receive two (2) hours of straight time pay for each morning and/or afternoon session said employee is required to be on an "on-call" status. This includes but is not limited to, court cases, staff shortages, investigations, etc. If an officer in "on-call" status is called to work, he/she will be paid the rate of one and one half (1 ½) times their regular rate of pay in accordance with Article XVII, Section C of this MOU.

Officers called back while not placed in an "on-call" status shall receive a minimum of two (2) hours pay at a rate of one and one half (1 ½) times their rate of pay in accordance with Article XVII, Section C of this MOU. This includes but is not limited to, court cases, staff shortages, investigations, etc.

F. SHIFT DIFFERENTIAL PAY

All employees who work the third "swing" shift shall receive a shift differential pay of one hundred dollars (\$100.00) per pay period. All employees who work the second shift shall receive shift differential pay of one hundred fifty dollars (\$150.00) per pay period. Employees who work the standard "day shift" (i.e., 7:00am to 7:00pm) shall not receive shift differential pay. The employee must work a full week in the pay period to qualify for shift differential pay – only one shift differential per pay period.

G. FIELD TRAINING OFFICER

An employee while serving as a designated Field Training Officer (FTO) shall receive a 5% increase calculated on the employee's base rate of pay while said employee is serving as the FTO. Only one (1) FTO will be assigned at a time for each newly employed regular employee.

H. SPECIALIZED ASSIGNMENT PAY

An employee assigned to a Specialized Assignment shall receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period. Recognized Specialized Assignments are School Resource Officer (SRO), Range Master, Detective and High-Risk Entry Team. Employees serving in more than one specialty assignment will receive stipend pay for each assignment served. The selection process for special assignments will include an administrative evaluation as determined by the Chief of Police in accordance with Section 1002.3.3 of the Imperial Police Department Policy Manual.

I. K-9 OFFICER PAY

The K-9 Officer will receive one hundred fifty dollars (\$150.00) per bi-weekly pay period.

J. BILINGUAL PAY

Employees will be eligible to receive a bilingual stipend of up to \$50.00 (\$25.00 for Oral Proficiency and \$25.00 for Written Proficiency) per pay period upon becoming certified in a foreign language, hereby specified as Spanish, through a City-administered exam testing oral and/or written proficiency provided that the position occupied has been "designated" to receive such pay by the Department Head and City Manager. In order to be eligible, the use of a foreign language must be a necessary part of their daily work activities and used for work purposes of communicating with the general public. Designated Positions are hereby identified as:

- i. Public Services Officer I/II/III
 - ii. Police Officer
 - iii. Corporal
 - iv. Sergeant
- b. Examinations: Eligible employees who desire to receive bilingual pay may request to be examined for proficiency in a foreign language by submitting a memorandum to their department head. The department head must sign the memorandum to certify that the use of a foreign language is a necessary part of their daily work activities and used for work purposes in communication with the public. The memorandum should then be forwarded to the City Manager for final approval. The City will provide testing at the beginning of each calendar year. Tests will be arranged by the City Manager's Office. Once an employee has become certified in a foreign language, he/she is not required to retest in order to remain eligible for bilingual pay, unless an amendment to testing standards is made. Retesting will be provided at the City's cost. Testing for bilingual pay will be conducted at the beginning of each fiscal year, pending or upon adoption of a

MOU by the City Council between the collective bargaining unit and the City; whichever occurs later.

- c. Expectations: Employees receiving bilingual pay are expected to translate for employee(s) who are not bilingual in the event such services are needed, even if the employee needing assistance is not from the same department or work unit.

K. EDUCATION PAY

CITY will pay the following increase(s) upon submission of proof of such successful completion/possession to the Chief of Police and Human Resources.

- a) Employees who obtain, and/or are in possession of, a Bachelor's degree from an accredited college or university above the requirement for their position shall be eligible to receive a stipend pay of seventy-five dollars (\$75.00) per bi-weekly pay period.
- b) Employees who obtain, and/or are in possession of, a Master's degree from an accredited college or university above the requirement for their position shall be eligible to receive a stipend pay of one hundred fifty dollars (\$150.00) per bi-weekly pay period.

ARTICLE XVIII – RETIREMENT

The CITY agrees to keep in effect the retirement plan administered by the Public Employee's Retirement System (PERS) as it currently exists.

ARTICLE XIX – PROBATIONARY PERIOD

Employees employed as peace officers and represented by the ASSOCIATION shall serve a probationary period of twelve (12) consecutive months upon employment. Probationary employees shall be evaluated quarterly at three (3), six (6), nine (9) and twelve (12) months. An employee may be terminated during the probationary period at any time prior to completion of such period for any reason at the discretion of the CITY. A probationary period shall be extended for the duration of any pay period during which the probationary employee is not in a paid status, is on leave or absent in excess of five (5) days during any such pay period, or for any period in which the employee is suspended from duty with or without pay.

After successful completion of the probationary period, employees will be evaluated at the twelfth month and annually thereafter to coincide with the employee's anniversary and salary increase eligibility date. Upon hire, new employees may be placed at a competitive step in the Salary

Schedule which commensurate with experience and/or training (not to exceed step 7). This provision will be in effect for the term of this agreement.

CITY will continue to fund longevity increases for city employees as follows.

Upon successful completion of the 10th year of continuous service with the City, including one year during which they have occupied step 7 in their current classification, permanent employees shall be eligible to advance to step 8 on their annual salary increase eligibility date.

Upon successful completion of the 15th year of continuous service with the City, including one year during which they have occupied step 8 in their current classification, permanent employees shall be eligible to advance to step 9 on their annual salary increase eligibility date.

Upon successful completion of the 20th year of continuous service with the City, including one year during which they have occupied step 9 in their current classification, permanent employees shall be eligible to advance to step 10 on their annual salary increase eligibility date.

Employees must meet the requirements outlined above to be eligible for placement in the longevity steps. No employee shall be placed at steps 8, 9, or 10 solely because of position reclassification, change in position classification, demotion or promotion. The City Manager may waive the requirement that the employee has completed one full year at the previous step, provided that the employee meets the minimum years of continuous service required by each step.

ARTICLE XX – PERSONNEL FILES

The official personnel file of each employee shall be maintained by the City Manager or his/her designee. Personnel files are confidential and access to personnel files is limited to any individual with the written, signed and recently dated consent of the employee and employees' representatives or agents of CITY with a need to know and authorization by CITY. In no event will documents in a personnel file or personnel file be taken from the physical custody of CITY.

Materials in the official personnel file of each employee which may serve as a basis for affecting the status of the employee's employment, are to be made available for the inspection of the employee involved and every ASSOCIATION member shall have the right to inspect such materials upon request, provided that such request is made at a time when such person is not actually required to render services to CITY. Upon approval by the Chief of Police, employees may use vacation time or compensatory time to review their personnel files. Medical information regarding worker's compensation or other occupationally related injuries or illnesses shall be kept in a file separate from employee personnel file. Other information of medical nature will be kept in a separate portion of the personnel file or in a separate file.

Information of an adverse nature shall not be entered in the personnel file of an employee until the employee has been provided with the original document and has read, signed and dated a copy of the document containing the adverse comment indicated that the employee is aware of such comment. Should the employee refuse to sign the document, that fact should be noted on the document and signed by the Chief of Police.

An employee shall have ten (10) days within which to file a written response to any adverse comment entered into his or her personnel file. Such written comment shall be attached to, and shall accompany the adverse comment.

ARTICLE XXI – PERFORMANCE EVALUATION

Performance evaluations shall be completed by employee's supervisor at upon the anniversary of the employee's date of hire and/or promotion; whichever occurs later. Failure by the employee's supervisor to complete the employee's evaluation shall be treated as a "meets expectations" evaluation. Evaluations should be performed in accordance with Section 1001 of the Imperial Police Department Policy Manual.

ARTICLE XXII – PUNITIVE ACTION

Punitive Action as further defined in Government Code Section 3303 as "any personnel action which may lead to dismissal, demotion, suspension, reduction in salary, a written reprimand, or if a transfer is believed to be for purposes of punishment."

Punitive Action does not include unfavorable performance evaluation, a transfer to compensate for a deficiency in performance, or the termination of a probationary employee.

Peace Officers shall be provided with the opportunity for administrative appeal for any punitive action taken or when a promotion is denied on grounds other than merit. Termination of an employee for poor performance or for acts other than misconduct is not recognized as "punitive action," and does not entitle the offending officer to a hearing or the appeal process.

ARTICLE XXIII – ADMINISTRATIVE APPEAL PROCEDURE

Administrative Appeal of Punitive Action, as defined in Article XXII of this MOU, shall be handled in the following manner:

Step 1) Whereas a Peace Officer, is subject by the Chief of Police to punitive action, the employee may, on written request within ten (10) calendar days of the date of the alleged punitive action, be

granted a meeting with the City Manager. Such request shall contain the nature of the punitive action being appealed and the peace officer's reason(s) for appealing the action or decision.

Step 2) Whereas the City Manager shall meet with the employee to discuss the appeal. The City Manager shall respond in writing as to employee's decision regarding the appeal within ten (10) calendar days following the meeting with the employee. An extension of the five (5) calendar days may be taken for absence of the City Manager, where necessary to ascertain, clarify or verify information regarding the appeal, or for sufficient reason. The employee is entitled to representation of the ASSOCIATION at such meeting if employee so desires. The employee is entitled to legal representation at such meeting if the employee desires and it is mutually agreed upon by CITY.

Step 3) If not satisfied with the decision of the City Manager or if the City Manager imposed the punitive action, the employee may, within ten (10) calendar days, request to meet with the Personnel Committee of the City Council for the purpose of appealing the decision. The Personnel Committee of the City Council is defined as "less than a quorum of City Council members and appointed by the Mayor." The Personnel Committee will schedule a meeting with the employee to hear the employee's position. The employee is entitled to representation at the meeting, to present relevant evidence, oral or written statement, or to ask questions of any witness present or requested to be present by any party who the Personnel Committee finds to be relevant to the proceedings. A record shall be made of the meeting. The meeting shall be conducted in an orderly manner, and all participants shall conduct themselves in a professional manner. Unduly disruptive, discourteous and offensive behavior may cause the Personnel Committee to exclude the offending individuals from the meeting and/or to recess the meeting temporarily or to a later time and date.

Step 4) At such time the Personnel Committee shall issue a written decision indicating the reasons for their decision and a summary of the facts upon which the decision is based. The decision shall be served on the employee within ten (10) calendar days following the meeting.

Step 5) If unsatisfied with the Personnel Committee decision, the employee may appeal the decision to the City Council in writing within ten (10) calendar days. The decision of the City Council shall be final.

Extension of time limits of each step in this Article may be extended if mutually agreed on by both CITY and ASSOCIATION. Punitive Action as defined in this Article shall be excluded from the provisions listed in Article XXIV Discipline and Article XXV Grievance Procedure. If a punitive action as defined herein additionally also constitutes Discipline as defined in Article XXIV or a Grievance as defined in Article XXV and is pursued under the procedure listed therein, that procedure shall constitute the administrative appeal in lieu of the procedure provided in this Article.

ARTICLE XXIV – DISCIPLINE

This Article applies only to permanent employees of CITY. Discipline is defined as any suspension without pay, involuntary demotion, or termination of employment of a permanent employee. Discipline and this Article shall not apply to punitive action as defined in Article XXII herein, performance evaluations, written or oral warnings, admonitions, reprimands, counseling memorandums, directives or similar actions.

Discipline shall be taken only for cause of the following actions:

1. Fraud or misrepresentation in securing appointment or promotion; and/or
2. Incompetent or unsatisfactory performance of duty; and/or
3. Inefficient, untimely, careless or negligent performance of duty; and/or
4. Failure to possess the minimum qualifications for the position such as loss of driver's license; and/or
5. Dishonesty; and/or
6. Insubordination; and/or
7. Unauthorized absence from duty or place of assigned duty; and/or
8. Discourteous or disrespectful behavior toward superiors, other employees or the public; and/or
9. Behavior on or off duty which is unprofessional and tends to bring discredit on the Department or CITY; and/or
10. Conviction of any crime which relates to the qualifications, certifications, functions, or duties required of the employee in the assigned position; and/or
11. Loss, theft, conversion, damage, destruction or other misuse of CITY property or property entrusted to its use; and/or
12. Misuse of authority or position; and/or
13. Failure to comply with CITY policies, ordinances, rules, regulations and the provisions of any applicable MOU, or Department rules, regulations or orders; and/or
14. Failure to comply with safety rules, standards and regulations or behavior which endangers the employee, other employees or members of the public; and/or
15. Misuse of or abuse of sick leave or other leave benefits; and/or
16. Use, possession, or being under the influence of alcohol or intoxicating beverages or controlled substances without a prescription on CITY property, during the work day, or while performing duties for the CITY; and/or
17. Failure to report accidents, injuries and known safety hazards or violations; and/or
18. Engaging in sexual harassment, or other discriminatory unlawful conduct; and/or
19. Reporting to work in an impaired condition due to the use of alcoholic beverages or other intoxicants or controlled substances; and/or
20. Other unprofessional conduct which reflects adversely on CITY or the Police Department.

CITY may place an employee on paid administrative leave immediately subject to the rights set forth in the following paragraph.

In all cases, employees shall be provided written notice of any proposed disciplinary action from the City Manager or Chief of Police, and except in cases of emergency, such notice shall be provided at least ten (10) working days prior to the effective date of the proposed action. A working day is defined as a day when City Hall is open for business. The notice shall contain a description of the action to be taken and its effective date; a statement of the reasons for such discipline including the causes therefore; notice of the employee's right to meet with the City Manager prior to the end of the ten (10) day period; a copy of this Article; a form, the signing and filing of which with the City Manager shall constitute a denial of all charges and demand for hearing. Such form must be submitted within ten (10) working days of the date of the notice of proposed disciplinary action. The discipline shall be effective, subject to the right of appeal at Step four (4) of the Grievance Procedure defined in Article XXV. At the end of the ten (10) day period in which the meeting may be held unless the employee is otherwise notified by the City Manager.

ARTICLE XXV – GRIEVANCE PROCEDURE

A Grievance is defined as a claim by an employee or ASSOCIATION that CITY has misinterpreted, misapplied or violated any specific term or provision of this MOU, or a CITY policy, rule, or Ordinance. An appeal of any discipline imposed as defined in Article XXIV of this MOU shall be submitted at Step four (4) of this Article. Specifically excluded from this procedure are the contents of performance evaluations, punitive actions defined in Article XXII, reprimands, warnings, admonitions or other actions excluded from the Discipline Article XXIV, or the content of documents placed in personnel files.

A Grievant is defined as the ASSOCIATION and/or an employee covered by this MOU. A Grievant may be accompanied at any step of the Grievance Procedure by a representative of the Grievant's choice.

The Grievance Procedure shall be defined as follows:

Step 1) Within ten (10) working days of the incident which gave rise to the grievance, a Grievant may present the grievance orally to the Chief of Police. If not resolved, the Grievant may proceed to the next step.

Step 2) The Grievant must submit the grievance in writing to the Chief of Police within ten (10) working days of the informal meeting stated in Step One (1). The Chief of Police shall respond in writing granting or denying the grievance in whole or in part within ten (10) working days of receipt of written grievance. If the Grievant is not satisfied with the response of Step 2 Grievant may proceed to the next step.

Step 3) The Grievant must submit the grievance to the City Manager within ten (10) days from which the Grievant received the Chief of Police's response. Within ten (10) days of receipt of the grievance, the City Manager shall meet with the Grievant, and within ten (10) days of such meeting

respond in writing with a decision granting or denying the grievance as a whole or in part. The City Manager's decision shall be final and binding on the Grievant and the CITY except where the grieved action is suspension without pay, demotion, or termination of employment. If needed, the grievance shall be able to proceed to Step Four (4) of this Article with all documentation carried forward.

Step 4) If the City Manager fails to respond in accordance with Step Three (3) or as a result of the above, an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay, the employee and/or ASSOCIATION have the right, within ten (10) working days of the City Manager's decision, to request Federal or State Mediation and Conciliation Service to hear the matter and render a recommendation. The Mediator's authority is limited, and shall have no power to alter, amend, change or subtract from any of the terms of this MOU, but shall determine only whether or not there has been a violation of this MOU, City rules, regulations, and/or policies in respect of the alleged grievance. The recommendation of the mediator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other.

Step 5) Suspension Without Pay, Demotion or Termination of Employment Only.

In cases of suspension without pay, demotion or termination of employment, a hearing requested following the City Manager's decision at Step 3, and the Mediators recommendation at Step 4, to appeal the decision of the City Manager, shall be before an arbitrator provided by the American Arbitration Association and selected pursuant to those rules. The CITY and the employee shall equally bear the costs of the Arbitrator, a court reporter and production of the record of the hearing. All other costs shall be borne by the party incurring the expense.

The CITY shall request the list of Arbitrators from the American Arbitration Association (hereinafter as "AAA"). All lists from the AAA shall contain only names of neutrals who are members of the Nation Academy of Arbitrators and who have issued at least five (5) arbitration decisions within the last ten (10) years of the date of this MOU involving the discipline of City and County employees.

The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the arbitrator. The arbitrator shall be subject to the following limitations:

1. The arbitrator shall have no power to add, alter, subtract from, disregard, change or modify any terms of this MOU, but shall determine only whether just cause exists for the discipline and if the remedy is appropriate.
2. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
3. Should the arbitrator determine that the employee should reinstated, or that a suspension without pay was without just cause, the employee shall be awarded back pay upon reinstatement or reimbursed for the days of suspension without pay served.

ARTICLE XXVI – TERM OF AGREEMENT

This MOU shall be effective upon final adoption by Resolution of the City Council of the CITY and shall remain in full force and effect for fiscal years 2023-2024, 2024-2025 and 2025-2026. Upon written request by either party and submission of an initial proposal prior to the expiration date of this MOU, each party may request to meet and confer regarding an amendment or new MOU.

Except in cases of emergency, CITY will provide ASSOCIATION written notice of any changes in CITY ordinances, rules, resolutions, regulations or established practices directly relating to matters within the scope of representation as defined by the law which is proposed to be adopted by CITY and shall give ASSOCIATION the opportunity to meet with CITY. In cases of emergency, CITY shall give ASSOCIATION such notice and opportunity to meet at the earliest possible time following adoption of such ordinance, rule, resolution or regulation.

CITY OF IMPERIAL:

Dennis H. Morita, City Manager

Alexis L Brown, Assistant City Manager

Kristen W. Smith, Human Resources Manager

IMPERIAL POLICE OFFICERS ASSOCIATION:

Sgt. Alberto Hernandez, President

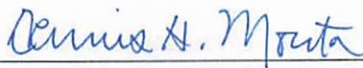
Sgt. Jeremy Schaffer, Vice President

ARTICLE XXVI – TERM OF AGREEMENT

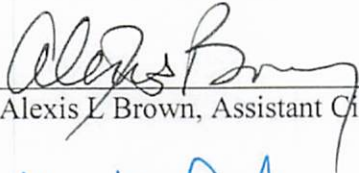
This MOU shall be effective upon final adoption by Resolution of the City Council of the CITY and shall remain in full force and effect for fiscal years 2023-2024, 2024-2025 and 2025-2026. Upon written request by either party and submission of an initial proposal prior to the expiration date of this MOU, each party may request to meet and confer regarding an amendment or new MOU.

Except in cases of emergency, CITY will provide ASSOCIATION written notice of any changes in CITY ordinances, rules, resolutions, regulations or established practices directly relating to matters within the scope of representation as defined by the law which is proposed to be adopted by CITY and shall give ASSOCIATION the opportunity to meet with CITY. In cases of emergency, CITY shall give ASSOCIATION such notice and opportunity to meet at the earliest possible time following adoption of such ordinance, rule, resolution or regulation.

CITY OF IMPERIAL:



Dennis H. Morita, City Manager

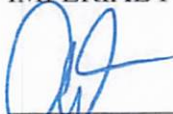


Alexis L. Brown, Assistant City Manager

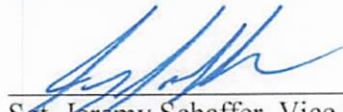


Kristen W. Smith, Human Resources Manager

IMPERIAL POLICE OFFICERS ASSOCIATION:



Sgt. Alberto Hernandez, President



Sgt. Jeremy Schaffer, Vice President

EXHIBIT A
POSITION ALLOCATIONS

(Amended 08/02/2023)

<u>POSITION</u>	<u>RANGE</u>
Corporal	82
Criminal Analyst	73
Police Chief's Administrative Assistant	60
Police Officer	76
Police Services Officer I	60
Police Services Officer II	62
Police Services Officer III	67
Sergeant	87

**EXHIBIT B
SALARY SCHEDULE**

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**City of Imperial
Classification and Compensation Schedule**

**CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2023-2024 (10% COLA)**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	17.58	18.46	19.38	20.35	21.37	22.44	23.56	24.74	25.97	27.27
56	18.02	18.92	19.87	20.86	21.90	23.00	24.15	25.36	26.62	27.95
57	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
58	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
59	19.41	20.38	21.39	22.46	23.59	24.77	26.00	27.30	28.67	30.10
60	19.89	20.88	21.93	23.03	24.18	25.39	26.65	27.99	29.39	30.86
61	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
62	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42
63	21.42	22.49	23.62	24.80	26.04	27.34	28.70	30.14	31.65	33.23
64	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
65	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
66	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
67	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
68	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.80	37.60
69	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
70	25.46	26.73	28.07	29.47	30.95	32.50	34.12	35.83	37.62	39.50
71	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
72	26.75	28.09	29.49	30.97	32.51	34.14	35.85	37.64	39.52	41.50
73	27.42	28.79	30.23	31.74	33.33	34.99	36.74	38.58	40.51	42.54
74	28.10	29.51	30.98	32.53	34.16	35.87	37.66	39.55	41.52	43.60
75	28.81	30.25	31.76	33.35	35.01	36.77	38.60	40.53	42.56	44.69
76	29.53	31.00	32.55	34.18	35.89	37.68	39.57	41.55	43.62	45.81
77	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
78	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
79	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
80	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.15	50.56
81	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
82	34.24	35.95	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
83	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
84	35.98	37.77	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
85	36.88	38.72	40.65	42.69	44.82	47.06	49.42	51.89	54.48	57.21
86	37.80	39.69	41.67	43.75	45.94	48.24	50.65	53.18	55.84	58.64
87	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.51	57.24	60.10
88	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.60
89	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.27	60.14	63.14
90	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
91	42.76	44.90	47.15	49.50	51.98	54.58	57.31	60.17	63.18	66.34
92	43.83	46.02	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
93	44.93	47.18	49.53	52.01	54.61	57.34	60.21	63.22	66.38	69.70
94	46.05	48.35	50.77	53.31	55.98	58.78	61.71	64.80	68.04	71.44
95	47.20	49.56	52.04	54.64	57.38	60.24	63.26	66.42	69.74	73.23
96	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.48	75.06
97	49.59	52.07	54.68	57.41	60.28	63.29	66.46	69.78	73.27	76.94
98	50.83	53.37	56.04	58.85	61.79	64.88	68.12	71.53	75.10	78.86
99	52.10	54.71	57.44	60.32	63.33	66.50	69.82	73.32	76.98	80.83
100	53.41	56.08	58.88	61.82	64.92	68.16	71.57	75.15	78.91	82.85
101	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
102	56.11	58.92	61.86	64.95	68.20	71.61	75.19	78.95	82.90	87.05

**City of Imperial
Classification and Compensation Schedule**

**CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2024-2025 (2.5% COLA)**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	18.02	18.92	19.87	20.86	21.90	23.00	24.15	25.36	26.62	27.95
56	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
57	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
58	19.41	20.38	21.39	22.46	23.59	24.77	26.01	27.31	28.67	30.10
59	19.89	20.89	21.93	23.03	24.18	25.39	26.66	27.99	29.39	30.86
60	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
61	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.41	30.88	32.42
62	21.42	22.49	23.62	24.80	26.04	27.34	28.71	30.14	31.65	33.23
63	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
64	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
65	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
66	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
67	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.81	37.60
68	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
69	25.46	26.73	28.07	29.48	30.95	32.50	34.12	35.83	37.62	39.50
70	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
71	26.75	28.09	29.49	30.97	32.52	34.14	35.85	37.64	39.52	41.50
72	27.42	28.79	30.23	31.74	33.33	35.00	36.74	38.58	40.51	42.54
73	28.11	29.51	30.99	32.54	34.16	35.87	37.66	39.55	41.52	43.60
74	28.81	30.25	31.76	33.35	35.02	36.77	38.61	40.54	42.56	44.69
75	29.53	31.00	32.55	34.18	35.89	37.69	39.57	41.55	43.63	45.81
76	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
77	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
78	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
79	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.16	50.56
80	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
81	34.24	35.96	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
82	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
83	35.98	37.78	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
84	36.88	38.72	40.66	42.69	44.82	47.06	49.42	51.89	54.48	57.21
85	37.80	39.69	41.67	43.76	45.94	48.24	50.65	53.19	55.85	58.64
86	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.52	57.24	60.10
87	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.61
88	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.28	60.14	63.15
89	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
90	42.77	44.90	47.15	49.51	51.98	54.58	57.31	60.17	63.18	66.34
91	43.83	46.03	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
92	44.93	47.18	49.54	52.01	54.61	57.34	60.21	63.22	66.38	69.70
93	46.05	48.36	50.77	53.31	55.98	58.78	61.72	64.80	68.04	71.44
94	47.20	49.56	52.04	54.65	57.38	60.25	63.26	66.42	69.74	73.23
95	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.49	75.06
96	49.59	52.07	54.68	57.41	60.28	63.30	66.46	69.78	73.27	76.94
97	50.83	53.38	56.04	58.85	61.79	64.88	68.12	71.53	75.11	78.86
98	52.11	54.71	57.45	60.32	63.33	66.50	69.83	73.32	76.98	80.83
99	53.41	56.08	58.88	61.83	64.92	68.16	71.57	75.15	78.91	82.85
100	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
101	56.11	58.92	61.86	64.96	68.20	71.61	75.19	78.95	82.90	87.05
102	57.51	60.39	63.41	66.58	69.91	73.40	77.07	80.93	84.97	89.22

**City of Imperial
Classification and Compensation Schedule**

**CITY OF IMPERIAL
SALARY SCHEDULE
ALL CLASSIFICATIONS
FISCAL YEAR 2025-2026 (2.5% COLA)**

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	10 YR STEP 8	15 YR STEP 9	20 YR STEP 10
55	18.47	19.39	20.36	21.38	22.45	23.57	24.75	25.99	27.29	28.65
56	18.93	19.88	20.87	21.92	23.01	24.16	25.37	26.64	27.97	29.37
57	19.41	20.38	21.39	22.46	23.59	24.77	26.00	27.30	28.67	30.10
58	19.89	20.88	21.93	23.03	24.18	25.39	26.65	27.99	29.39	30.86
59	20.39	21.41	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63
60	20.90	21.94	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.42
61	21.42	22.49	23.62	24.80	26.04	27.34	28.70	30.14	31.65	33.23
62	21.96	23.05	24.21	25.42	26.69	28.02	29.42	30.89	32.44	34.06
63	22.50	23.63	24.81	26.05	27.35	28.72	30.16	31.67	33.25	34.91
64	23.07	24.22	25.43	26.70	28.04	29.44	30.91	32.46	34.08	35.78
65	23.64	24.83	26.07	27.37	28.74	30.18	31.68	33.27	34.93	36.68
66	24.23	25.45	26.72	28.05	29.46	30.93	32.48	34.10	35.81	37.60
67	24.84	26.08	27.39	28.76	30.19	31.70	33.29	34.95	36.70	38.54
68	25.46	26.73	28.07	29.47	30.95	32.50	34.12	35.83	37.62	39.50
69	26.10	27.40	28.77	30.21	31.72	33.31	34.97	36.72	38.56	40.49
70	26.75	28.09	29.49	30.97	32.51	34.14	35.85	37.64	39.52	41.50
71	27.42	28.79	30.23	31.74	33.33	34.99	36.74	38.58	40.51	42.54
72	28.10	29.51	30.98	32.53	34.16	35.87	37.66	39.55	41.52	43.60
73	28.81	30.25	31.76	33.35	35.01	36.77	38.60	40.53	42.56	44.69
74	29.53	31.00	32.55	34.18	35.89	37.68	39.57	41.55	43.62	45.81
75	30.27	31.78	33.37	35.04	36.79	38.63	40.56	42.59	44.72	46.95
76	31.02	32.57	34.20	35.91	37.71	39.59	41.57	43.65	45.83	48.13
77	31.80	33.39	35.06	36.81	38.65	40.58	42.61	44.74	46.98	49.33
78	32.59	34.22	35.93	37.73	39.62	41.60	43.68	45.86	48.15	50.56
79	33.41	35.08	36.83	38.67	40.61	42.64	44.77	47.01	49.36	51.83
80	34.24	35.95	37.75	39.64	41.62	43.70	45.89	48.18	50.59	53.12
81	35.10	36.85	38.70	40.63	42.66	44.80	47.04	49.39	51.86	54.45
82	35.98	37.77	39.66	41.65	43.73	45.92	48.21	50.62	53.15	55.81
83	36.88	38.72	40.65	42.69	44.82	47.06	49.42	51.89	54.48	57.21
84	37.80	39.69	41.67	43.75	45.94	48.24	50.65	53.18	55.84	58.64
85	38.74	40.68	42.71	44.85	47.09	49.45	51.92	54.51	57.24	60.10
86	39.71	41.70	43.78	45.97	48.27	50.68	53.22	55.88	58.67	61.60
87	40.70	42.74	44.88	47.12	49.48	51.95	54.55	57.27	60.14	63.14
88	41.72	43.81	46.00	48.30	50.71	53.25	55.91	58.71	61.64	64.72
89	42.76	44.90	47.15	49.50	51.98	54.58	57.31	60.17	63.18	66.34
90	43.83	46.02	48.33	50.74	53.28	55.94	58.74	61.68	64.76	68.00
91	44.93	47.18	49.53	52.01	54.61	57.34	60.21	63.22	66.38	69.70
92	46.05	48.35	50.77	53.31	55.98	58.78	61.71	64.80	68.04	71.44
93	47.20	49.56	52.04	54.64	57.38	60.24	63.26	66.42	69.74	73.23
94	48.38	50.80	53.34	56.01	58.81	61.75	64.84	68.08	71.48	75.06
95	49.59	52.07	54.68	57.41	60.28	63.29	66.46	69.78	73.27	76.94
96	50.83	53.37	56.04	58.85	61.79	64.88	68.12	71.53	75.10	78.86
97	52.10	54.71	57.44	60.32	63.33	66.50	69.82	73.32	76.98	80.83
98	53.41	56.08	58.88	61.82	64.92	68.16	71.57	75.15	78.91	82.85
99	54.74	57.48	60.35	63.37	66.54	69.87	73.36	77.03	80.88	84.92
100	56.11	58.92	61.86	64.95	68.20	71.61	75.19	78.95	82.90	87.05
101	57.51	60.39	63.41	66.58	69.91	73.40	77.07	80.93	84.97	89.22
102	58.95	61.90	64.99	68.24	71.65	75.24	79.00	82.95	87.10	91.45

EXHIBIT C

EQUIPMENT LIST

The following list of items will be provided by the CITY as outlined in Article X, Safety and Other Equipment Exclusive of Required Uniforms.

Item Description	Quantity
Badge Flat	1
Ballistic Vest	1
Collapsible Baton and Holster	1
Custom Badge	1
Duty Belt	1
Firearm and Holster	1
Flashlight and Holster	1
Handcuffs and Holsters	2
Keepers	4
Magazine Pouch	1
Metal Name Tag	1
Pepper Spray and Holster	1
Radio and Holster	1
Taser and Holster	1