



DATE SUBMITTED 06/13/2019  
 SUBMITTED BY CITY MANAGER'S OFFICE  
 DATE ACTION REQUIRED 06/19/2019

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: <b>DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION;</b>	
1. ADOPTION OF RESOLUTION NO 2019-____ TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION (IPOA) FOR FISCAL YEAR 2019-2020; 2. APPROVAL OF ADDENDUM TO INCORPORATE TERMS AND CONDITIONS UNDER THE ARTICLE XVII COMPENSATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IPOA FOR FISCAL YEAR 2019-2020.	
DEPARTMENT INVOLVED: <u>    </u> CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: The City of Imperial has met our Meet & Confer obligation with the Imperial Police Officer's Association (IPOA). As such, we request the City Council's consideration to review the attached materials as an addendum to the memorandum of understanding between the City of Imperial and IPOA. The changes are provided by the "me too" clause and include adjustments to include Education Pay, Tuition Pay, and the 5% merit plus cola for fiscal year 2019-2020.	
FISCAL IMPACT: As proposed in the Fiscal Year 2019-2020 Municipal Budget.	FINANCE INITIALS _____
STAFF RECOMMENDATION: It is Staff's recommendation to approve the Resolution and Addendum as provided between the City of Imperial and IPOA for Fiscal Year 2019-2020.  It is the IPOA's recommendation for the City Council to adopt and approve the terms and conditions provided for your consideration.	DEPT. INITIALS 
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

## **EXHIBIT A**

### TERMS AND CONDITIONS AS AGREED UPON BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION AS AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2019-2020.

## **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.

### **A. WAGE RATES**

- 1) The CITY will maintain the eight (8) steps on the Salary Schedule for fiscal year 2019-2020;
- 2) All employees covered by this bargaining agreement will receive a salary adjustment of 5.0 percent (%) plus COLA for 2019-2020 Fiscal Year
  - a. The COLA shall reflect May 2019 numbers.
- 3) Any salary adjustment resulting in a salary of the next step level, the employee will be moved to the appropriate step in the wage scale when applicable;
- 4) During the term of this MOU, any bargaining unit that receives salary adjustment comprising more than that which is stated in term two (2), employees covered by this agreement shall receive the same adjustment.
- 5) During Out of Class assignments the employee shall be paid a 5% increase calculated on the employee's regular rate of hourly compensation. This provision does not apply to the temporary replacement of another employee for scheduled vacations.

### **B. POST CERTIFICATION**

CITY will pay such costs 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 5% increase calculated on the employee's regular rate of hourly compensation.
- 2) CITY employees who complete their Advanced POST Certification shall receive a 7.5% increase calculated on the employee's regular rate of hourly compensation.

### **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 (1 ½) 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.

#### **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 regular rate of hourly compensation 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 5% increase calculated on the employee's regular rate of hourly compensation. Recognized Specialized Assignments are School Resource Officer (SRO), Range Master, and High

Risk Entry Team. A five (5) year minimum experience for all Specialized Assignments is required.

### **I. K-9 OFFICER PAY**

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

### **J. BILINGUAL PAY**

a. 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. Accounting Assistant I/II/III
- ii. Accounting Technician
- iii. Animal Control Officer
- iv. Building Official
- v. Code Enforcement Officer
- vi. General Office Clerk
- vii. Human Resource Analyst
- viii. Library Assistant I/II/III
- ix. Park Superintendent
- x. Planning Technician
- xi. Police Records Clerk
- xii. Police Senior Records Clerk
- xiii. Police Officer
- xiv. Public Information Officer
- xv. Recreation Specialist

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

- 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

Employees shall be eligible for reimbursement of up to one thousand five hundred dollars (\$1500.00) per year for tuition reimbursement and five hundred dollars (\$500.00) for textbooks pending approval of their individual professional development plan by the City Manager; effective July 1, 2019. Allotment shall be renewed July 1 of each year.

- a) 1. Tuition Reimbursement- Employees who in their sole discretion want to broaden their knowledge by pursuing higher education or a vocational certification on their off-duty hours may receive reimbursement for expenses as provided herein.

Under this program, reimbursement is available for regular –full time employees who are performing their job in a satisfactory manner.

Expenses for tuition and textbooks, under this program will be reimbursed subject to the approval of their individual professional development plan submitted to Human Resources and approved by the City Manager.

Continuing education under this program is defined as postsecondary college level course work necessary to obtain a diploma or degree. Reimbursement will be subject to the following criteria:

a. Approval of Employee's Professional Development Plan;

- Employees may request assistance from Human Resources to complete and submit plan for City Manager's approval.

b. That a degree or certificate is sought;

c. Applicability of the degree or certification to future positions in the organization;

d. Courses may not be taken during the employee's regular working hours. Exceptions require appropriate approval.

e. Completion of the course must be verified with a grade of "C" or better.

f. If the employee withdraws from a course, the employee will be responsible for any expenses incurred.

g. The employee must remain an active-regular employee through

conclusion of the course.

**Reimbursement Procedure:**

- a. Employee must complete and submit a professional development reimbursement form to his/her department head.
- b. If approved, department head will submit to City Manager for approval;
- c. If approved by the City Manager a copy of the approved form will be returned to the employee. Approval of the City Manager may be contingent upon interview with employee;
- d. The employee then makes all registration arrangements and pays for tuition and books /materials;
- e. After completion of the session/semester the employee will provide Human Resources with the proof of their attendance and their final grade received in the class.
- f. Human resources will prepare a claim form for any reimbursement due the employee. The employee will receive reimbursement of monies within fourteen (14) days of submitting claim form.

**- 2. Vocational Certification-Program(s)**

The City encourages employees to broaden their knowledge and improve their skills in their City occupational field or area to improve their on-the-job performance, and increase their overall value to the City by obtaining a certificate of completion or graduation through licensing and vocational programs.

Reimbursement is available for active - regular employees who are performing their job in a satisfactory manner and request for reimbursement are subject to the approval of the department head and the City Manager.

Certifications contemplated under this program are defined as courses of study that are specifically related to the employee's presently assigned position but not required by the City.

**Reimbursement Procedure:**

- a. Employee completes professional development reimbursement request form and submits to the department head for approval;
- b. If approved by the City Manager a copy of the approved form will be returned to the employee. Approval of the City Manager may be contingent upon interview with employee;
- c. The employee then makes all registration arrangements and pays for tuition and books;

d. The employee then makes all registration arrangements and pays for tuition and books/materials:

e. After completion of the course, the employee will provide Human Resources with the certificate.

f. Human resources will prepare a claim form for any reimbursement due the employee. The employee will receive reimbursement of monies within fourteen (14) days of submitting claim form.

**RESOLUTION NO. 2019-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER'S ASSOCIATION**

**WHEREAS**, the City of Imperial (CITY) and the Imperial Police Officers' Association (IPOA) have met and conferred in accordance with the requirement of the Meyers-Milias-Brown Act and City Council Ordinance No. 634; and

**WHEREAS**, the City negotiates the terms of the Memorandum of Understanding (MOU) with the IPOA, a duly recognized collective bargaining unit; and

**WHEREAS**, the City and the IPOA have reached an agreement on Wages, Benefits and other conditions of employment for Fiscal Year 2019-2020.

**THEREFORE, BE IT RESOLVED** that the City Council of the City of Imperial has approved and adopted the Fiscal Year 2019-2020 Amendment to the Memorandum of Understanding, attached hereto as "Exhibit A", between the City and IPOA.

**PASSED AND ADOPTED** by the City Council of the City of Imperial at the regular meeting held on the 19<sup>th</sup> day of June 2019.

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P. Robert Amparano, Mayor

ATTEST:

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Debra Jackson, City Clerk