

DATE SUBMITTED 7/12/2018
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 7/18/2018

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPROVAL/RATIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION; 1. RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF IMPERIAL AND IMPERIAL POLICE OFFICERS ASSOCIATION (IPOA)	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: On June 6, 2018 by way of Resolution No. 2018-34, the City Council adopted the terms and benefits set forth by the Imperial Police Officers Association. Upon approval, staff has incorporated and updated the IPOA's MOU last completed in 2006. All terms identified in the attached document have been approved by City Council. This agenda item is placed on consent for ratification and signature purposes.	
FISCAL IMPACT: N/A	FINANCE INITIALS <u>JS</u>
STAFF RECOMMENDATION: It is the IPOA's recommendation for Council to approve and ratify the attached MOU.	DEPT. INITIALS <u>AH</u>
MANAGER'S RECOMMENDATION: City Manager recommends the approval and ratification by Council action.	CITY MANAGER'S INITIALS <u>JS</u>
MOTION: SECONDED: APPROVED () REJECTED () AYES: DISAPPROVED () DEFERRED () NAYES: ABSENT: REFERRED TO:	

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN THE

CITY OF IMPERIAL

AND THE

IMPERIAL POLICE OFFICERS ASSOCIATION

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
G. PARENTAL LEAVE.....	11
ARTICLE XIV – HOLIDAYS.....	11
ARTICLE XV – REPLACEMENT/REPAIR OF EMPLOYEES PERSONAL PROPERTY.....	12
ARTICLE XVI – HEALTH BENEFITS.....	13
ARTICLE XVII – COMPENSATION.....	13
A. WAGE RATES.....	13
B. POST CERTIFICATION.....	14
C. OVERTIME.....	14
D. COMPENSATORY TIME.....	14
E. COURT PAY & STAND BY PAY.....	14
F. SHIFT DIFFERENTIAL PAY.....	15
G. FIELD TRAINING OFFICER.....	15

H. SPECIALIZED ASSIGNMENT PAY	15
I. K-9 OFFICER PAY	15
ARTICLE XVIII – RETIREMENT	15
ARTICLE XIX – PROBATIONARY PERIOD	15
ARTICLE XX – PERSONNEL FILES	16
ARTICLE XXI – PERFORMANCE EVALUATION	16
ARTICLE XXII – PUNITIVE ACTION	16
ARTICLE XXIII – ADMINSTRATIVE APPEAL PROCEDURE.....	17
ARTICLE XXIV – DISCIPLINE	18
ARTICLE XXV – GRIEVANCE PROCEDURE	19
ARTICLE XXVI – TERM OF AGREEMENT	21
EXHIBIT A.....	22
EXHIBIT B	23
EXHIBIT C	24

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 kinds of levels 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 and 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 results. 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. 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 employees of the Police Department are expected to maintain a clean, professional appearance at all times when representing the CITY. For this purpose, CITY shall provide a voucher in the sum of one thousand two hundred dollars (\$1,200.00) to each employee of the Police Department. Vouchers will be provided annually at the beginning of each fiscal year, or upon the date of hire for new employees. An approved list of clothing and accessory

items is incorporated herein as Exhibit C. The City Manager may grant any additional exceptions to the limitations contained in this paragraph on a case-by-case basis.

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 legal dependent).

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 employee 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 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 hourly 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 pay period basis during twenty six (26) calendar year pay periods per 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) Resigning 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 be representing the CITY and performing 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 any 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 three (3) working days absence with pay, and two (2) additional days if travel in excess of five hundred (500) miles, one way, is required.

- 1) The immediate family shall be any of the following: father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, wife, husband, son (includes step-son), daughter (includes step-daughter), grandmother, grandfather, son-in-law, daughter-in-law, grandchildren, aunt or uncle, niece or nephew.
- 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 (i.e.: spouse, child (including step child), grandchild, and/or persons employee is directly responsible for) 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. PARENTAL LEAVE

Parental Leave and/or Maternity Disability shall be provided in accordance with State and Federal Laws applicable to such leave and upon the terms and conditions required by such laws. Parental leave includes: maternity, paternity, and adoption leave Family Leave can also be a part of this section.

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 current 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 (%) of the Employee Only medical cost for existing plans selected by the employee during Open Enrollment for Plan Year 2018-2019;
- b) CITY will pick up 50 percent (%) of the dependent cost of the existing medical plans selected by the employee during Open Enrollment for Plan Year 2018-2019;
- c) Employees will be responsible for the cost of the dental and vision plan selected during open Open Enrollment for Plan Year 2018-2019;
- d) 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 Plan Year 2018-2019;
 - a. Vision is included in the SIMNSA medical plan.
- e) City will pick up the cost of any member that is negatively impacted as a result of the formula change as referenced in items A through C of this Article presented by the City. Any additional credit can be used towards vision and dental insurance coverage for Plan Year 2018-2019;
- f) 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 his or her paycheck as an after tax benefit.
- g) 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.

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 2018-2019;
- 2) All employees covered by this MOU will receive a salary adjustment of 5.8% consisting of a 2.8 % COLA and 3% merit for fiscal year 2018-2019. Employees currently at the top step of their range will ONLY receive a 2.8% COLA salary adjustment;
- 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 5.8% 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.

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 at six (6) 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.

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 the conclusion of each fiscal year. Failure by the Chief of Police to complete the employee's evaluation shall be treated as a "meets expectations" evaluation.

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 an 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 be 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 year 2018-2019. 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.

Date:

Max Sheffield, President
Imperial Police Officers Association

Date:

Stefan T. Chatwin, City Manager
City of Imperial

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Dennis Morita, City Attorney

EXHIBIT A
POSITION ALLOCATION

<u>POSITION</u>	<u>RANGE</u>
Police Officer	70
Corporal	74
Sergeant	81

**EXHIBIT B
SALARY SCHEDULE**

**CITY OF IMPERIAL
SALARY SCHEDULE - IPOA EMPLOYEES
FISCAL YEAR 2018 - 2019**

<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>10 YRS STEP 8</u>
70	23.87	25.06	26.31	27.63	29.01	30.46	31.98	33.58
71	24.47	25.69	26.97	28.32	29.74	31.23	32.79	34.43
72	25.08	26.34	27.66	29.04	30.49	32.01	33.61	35.29
73	25.69	26.97	28.32	29.74	31.23	32.79	34.43	36.15
74	26.35	27.67	29.05	30.50	32.03	33.63	35.31	37.08
75	27.01	28.36	29.78	31.27	32.83	34.47	36.19	38.00
76	27.68	29.07	30.52	32.05	33.65	35.33	37.10	38.96
77	28.37	29.79	31.28	32.84	34.48	36.20	38.01	39.91
78	29.08	30.54	32.07	33.67	35.35	37.12	38.98	40.93
79	29.81	31.30	32.87	34.51	36.24	38.05	39.95	41.95
80	30.56	32.09	33.69	35.37	37.14	39.00	40.95	43.00
81	31.31	32.88	34.52	36.25	38.07	39.98	41.96	44.06

2.8% COLA - 3% Merit

Implementation as of 1st payday July 2018

Council Action 06/20/18

Updated 06/27/18 - Finance Dept.

EXHIBIT C

UNIFORM LIST

The following list of clothing is accepted and applicable for the use of a CITY funded voucher provided to each member of the ASSOCIATION at the beginning of the fiscal year, or each new employee on their date of hire.

- Standard Police uniform-Class A/B
- Jacket
- Gloves
- Under garments for uniforms
- Boots
- Watches
- Sunglasses
- Hats
- Safety gear- Items for duty belt, “Active Shooter Vest”, trauma plates, ceramic plates, medical supplies, helmets, knives
- Posey box/citation boxes
- Vehicle Code/Penal Code books
- Court Attire
- Special Detail attire, plain clothes

****Any items that can be purchased at Phoenix Uniforms****