

**IMPERIAL CITY CONTRACT**  
**AGREEMENT**  
**BETWEEN**  
**CITY OF IMPERIAL**  
**AND**  
**TEAMSTERS LOCAL NO. 542**

**July 1, 2023 – June 30, 2026**

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## **PREAMBLE**

This Memorandum of Understanding (hereinafter "Agreement") is made and entered into between the City of Imperial (hereinafter "City") and Teamsters Local No. 542 (hereinafter "Union").

It is mutually agreed as follows:

The City's obligation to operate efficiently and to fulfill its obligation to its employees to pay a fair day's pay for a fair day's work should not be obstructed by disputes between it and its employees.

Accordingly, it is the intent of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the City, the Union, and the employees covered by this Agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the operation of the City during the life of this Agreement; and to promote harmonious relations between the City, its employees and the Union.

## **ARTICLE I-RECOGNITION AND STATUS OF AGREEMENT**

**Section 1.** The City recognizes the Union as the exclusive bargaining representative with respect to all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours and other terms and conditions of employment pursuant to California Government Code Section 3500 et seq, for all City members in Teamsters Local 542.

**Section 2.** The City agrees that no employee hereunder will be coerced or discriminated against by the City, its officers or agents, because of membership in or lawful activity on behalf of the Union.

**Section 3.** Any decisions or agreements relating to matters within the *scope* of representation, or to the interpretation or application of this Agreement, made jointly between the City and the Union, shall be binding on every individual claiming or entitled to the benefits of this Agreement.

**Section 4.** The City shall notify the Union of any changes in classifications of employees and positions covered by this Agreement.

**Section 5.** To the extent permitted by law, the specific provisions of this Agreement prevail over City practices, policies, procedures, rules and regulations pertaining to employees. City practices, policies, procedures, rules and regulations which fall within the scope of representation, but

which are not specifically addressed in this Agreement are hereby incorporated into this Agreement by reference.

**Section 6.** During the term of this Agreement negotiations may occur on matters contained herein by mutual consent of the parties. However, both parties otherwise expressly waive the right to meet and confer concerning matters contained in this Agreement during the life of the Agreement.

**Section 7.** Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

**Section 8.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect. In such an event, and upon then request of either party to this Agreement, the parties shall meet and confer within thirty (30) days for the purpose of arriving at it mutually satisfactory replacement for such provision.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 1.** All matters not within the scope of representation as set forth in Government Code Sections 3504 are reserved to the City. 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, is the exclusive right to:

Determine its organization and mission; direct the work of its employees; assign related work not expressly covered by job description; set standards of selection for employment, assignment and promotion, determine the times and hours of operations; determine normal working hours and schedule shifts accordingly; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its municipal policies, goals and objectives; make technology improvements; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in accordance with law; and to take any action necessary to meet conditions of an emergency nature, provided that the Union shall be afforded the opportunity to meet and confer concerning this MOU. In addition, the City retains the right to classify, terminate, transfer, and discipline employees, and to determine the content of the employee performance process.

**Section 2.** The City Manager may lay off unit member because of lack of funds, material change in duties or organization, or for other valid reasons. "Lack of Funds" is defined as occurring when the Fund Balance in the City's General Fund falls below the three (3) month operating expense level. The three (3) month operating expense level is the "Minimum Fund Balance" that is three (3) months equivalent expenses of the annual Fund Expenditures minus Capital Expenses. Layoffs will be administered in accordance with Article 17 of this MOU.

**Section 3.** The exercise of the foregoing powers, rights, authority, duties and Responsibilities by the City, the adoption of polices, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the MOU, and then only to the extent such specific and express terms are in conformance with law.

**Section 4.** This clause shall be interpreted and applied consistently with all other specific provisions of this MOU which deal with such management rights.

### **ARTICLE 3 – EMPLOYEE AND UNION RIGHTS**

**Section 1.** The parties recognize the right of employees to form, join, and participate in lawful activities of employee organizations,

- a. The City shall abide by all terms pursuant to AB119

**Section 2. Personnel Files:** The personnel file of each employee shall be maintained in the Human Resources office, and shall not be removed for any reason. No adverse action of any kind shall be taken against an employee based upon materials which are not in the personnel file except as it pertains in Article 6, Section 1; (f).

Employees and the Union shall be provided with a copy or copies of any written material pertaining to actions defined in Article 6 of this Agreement prior to being placed in their personnel file. The employee shall be given an opportunity during normal working hours and without loss of pay to initial and date the material. The employee shall have five (5) working days to submit a written response to such material. The written response shall be attached to the material.

An employee shall have the right at any reasonable time without loss of pay to examine and obtain copies of any material from the employee's personnel file in the presence of a Human Resources representative. All personnel files shall be kept in confidence and shall be available for inspection only for the proper administration of the City's affairs or the supervision of the employee. The City shall keep a log indicating the persons who have examined a personnel file, as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or their Union representative if authorized by the employee. The log shall be maintained in the employee's personnel file.

Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

Upon written request from the employee, all written warnings and reprimands, or copies thereof will be removed from the employee's official personnel file and any supervisor's working file;

provided, however, that twelve (12) months have elapsed from the date of the incident causing the last written warning or reprimand.

**Section 3.** The City recognizes the need and affirms the right of the Union to designate one (1) Steward from each department, not to exceed six (6) stewards from among employees in the unit. A Lead Steward will be appointed for the purposes of meet and confer obligations. Benefits identified herein are only applicable to Lead Steward, unless approved by Management. It is agreed that the Union, in appointing such representatives, does so for the purpose of promoting an effective relationship between the City and employees by helping to settle problems at the lowest level of supervision.

The Union shall notify the City in writing of the names of the Shop Steward and alternate selected by the Union. If a change is made, the City shall be advised in writing of such change.

After notifying their immediate supervisor, a Steward shall be permitted to leave their normal work area without loss of pay in order to assist in investigation, preparation, writing, and presentation of grievances. The Steward shall advise the supervisor of the grievant of their presence. The Steward is permitted to discuss any problem with all employees immediately concerned.

If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Department Steward at the time of notification, the Lead Steward shall be permitted to leave their normal work area to attend and have once the emergency has been resolved.

A Lead Steward shall be granted release time with pay to accompany a CAL-OSHA representative conducting an on-site, walk-around safety inspection of any area within their jurisdiction.

From time to time the Union may request for up to two (2) stewards be granted release time to attend training and/or Union functions, with the approval of the City. Each Union Steward shall be allowed a maximum of eighty (80) hours per year to attend Union Business. No reasonable request shall be denied

**Section 4. Union Staff Assistance.** Job representatives, Local Union officers and employees shall, at any time, be entitled to seek and obtain assistance from Union Staff Personnel, for the purpose of processing grievances, and matters related thereto and other reasons relating to wages, hours and terms and conditions of employment covered by this Agreement or the law.

**Section 5. Use of Equipment and Facilities.** Upon request and without charge, the Union shall be granted the right to use City equipment and facilities for lawful Union business. The conditions of such use shall be consistent with applicable law, and permission shall not be unreasonably withheld. Office equipment shall exclude the computer. The Union shall supply paper goods.

**Section 6. Bulletin Boards.** The Union shall have access to bulletin boards at each work site.

**Section 7. Distribution of Material.** The Union shall have the right to use existing mailboxes at City Hall for distribution of Union material.

**Section 8. Non-Discrimination.** Neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, color, sex, religion, national origin, age, physical handicap, or for exercising any employee rights contained in this Agreement or the law.

**Section 9. City Records.** The Union shall have the right at reasonable times to review and/or receive any documents in the City's possession which are open by law to public inspection or which are necessary to the Union's fulfillment of its role as exclusive bargaining representative. The City shall provide the Union each year with a list of employees, their designated work sites and positions/classifications, and their relative seniority.

**Section 10. Notice Requirements** Notices required by this Agreement or bylaw shall be delivered either by hand or Certified U.S. mail to the Local Union.

**Section 11. Permanent Employee** - See Appendix C.

**Section 12. Probationary Employee** - See Appendix C.

**Section 13. D.R.I.V.E. Authorization and Deduction**

In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Union and the Employer, the City of Imperial and the Union hereby further agree that:

City of Imperial agrees to deduct voluntary contributions to Democratic Republican Independent Voter Education (also known as D.R.I.V.E.), from the paycheck of all employees who submit authorization cards and are covered by this agreement. D.R.I.V.E. shall notify the employee of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. City of Imperial shall transmit the D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted, along with the name of each employee whose behalf's deduction is made, the employee's social security numbers, and the amount deducted from the employee's pay check. No such authorization shall be recognized in violation of state or federal law. No deductions shall be made which are prohibited by applicable law.



## **ARTICLE 4 - WORK SCHEDULES AND ASSIGNMENTS**

**Section 1. Workday.** The workday begins at 12:00 midnight and extends through 11:59 p.m.

**Section 2. Workweek.** A work week is considered to be 168 consecutive hours over seven (7) consecutive days. The City may in the exercise of its management rights amend work schedules.

During the ten (10) day cycle, employees will perform standby duties as defined in Section 3 A. Such standby duty will commence on the start of the day following the employee's four (4) consecutive days off; normally a Monday, and will end at the seventh (7<sup>th</sup>) day, the following Monday.

**Section 3. A. Standby Duties.** An employee required during their off-duty time to remain accessible by telephone and also required upon notification, to respond to work, is considered to be on "standby". An employee (other than at the water and wastewater facilities) on standby during their workweek (beginning on Tuesday and ending on Tuesday) shall receive two (2) hours at the appropriate overtime pay for the initial call out each day on stand-by. This will be paid whether or not the employee is actually called out for work during these periods. This compensation will be in addition to any call-back overtime actually worked. Employees on stand-by status shall receive two (2) hours of base pay for each day during stand-by status.

Standby employees at the water and wastewater facilities shall be paid two (2) hours base pay for each day of the seven consecutive days. An employee on standby shall contact dispatch or their supervisor within 15 minutes of being notified. Such employee must thereafter be on site within 60 minutes of being notified.

**Section 3.B. Holdover Overtime.** Holdover overtime (that is, overtime required immediately preceding or following an employee's regular work shift) shall be for a minimum of two (2) hours.

**Section 3.C. Days Off.** Employees working the days off shall be paid for actual time worked at the appropriate overtime rate, per Article 5, Section 3.

**Section 3.D. Call Back Pay.** Call back overtime work will be for a minimum of three (3) hours and will be paid at the appropriate overtime rate exclusive of the "standby" overtime pay. The employee(s) will be entitled to one call-back pay per day at the three (3) hour overtime rate with any additional call back pay to the time actually worked.

**Section 4. Changes in Shift Assignment.** The City shall not change working hours or shift assignments of employees or positions except in the exercise of its management rights. When the City changes working hours or shift assignments, it will not do so without giving a five (5) day notice, except in cases of emergency.

**Section 5. Rest Breaks.** Two fifteen (15) minute rest periods shall be granted to employees each work day and shall be scheduled at or about midpoint between the start of the shift and the meal period, and midpoint between the meal period and the end of the work shift, in accordance with applicable law.

**Section 6. Meal Periods.** All employees shall be entitled to a duty-free lunch period which shall be scheduled as early as the fourth hour but no later than the start of the fifth hour of the shift, in accordance with applicable law.

## **ARTICLE 5 - COMPENSATION AND OVERTIME PAY**

**Section 1. Salary Schedule.** The monthly salary schedule for all employees is set forth in Appendix B and is incorporated into this Agreement 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. Two pay periods before an employee's anniversary date, and until the employee reaches their maximum salary step of the appropriate range, the department head shall complete the employee's annual evaluation and advise the Human Resources department in writing on the evaluation form whether they grant or deny the salary increase, supplementing their recommendation by a performance rating including satisfactory or unsatisfactory work performance, which has been discussed with the employee. If the performance has been satisfactory, the recommendation shall be to grant the increase. The Human Resources Department will prepare the Salary Change Form which will be approved by the City Manager and provided to the Finance Department to calculate payment to the employee. Anniversary step increases shall become effective at the beginning of the pay period during which the anniversary date falls.
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.

4. City offers a 10% COLA to the FY 2023-2024 Salary Schedule, 2.5% COLA for FY 2024-2025, and 2.5% COLA for FY 2025-2026.
5. Salary increases are authorized to be effective on a fiscal year basis, all such salary increases shall become effective at the start of the first pay period in July.
6. 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.
7. During the term of this agreement, in the event any other bargaining unit receives a salary adjustment comprising of more than the terms stated in items one (1) through six (6), employees covered by this agreement shall receive the same adjustment.
8. **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 stop 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.
9. **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.
10. **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.

**Section 2. Hourly Rate.** The base(straight-time) hourly rate of pay is determined by dividing the monthly rate of pay by the factor 173.333.

**Section 3. Overtime Rates.** Rates applicable to Standby Duties (Article 4, Section 3A), Holdover Overtime (Article 4, Section 3B), Days Off (Article 4, Section 3.1), and Call Back Pay (Article 4, Section 3.2) are as follows:

Employees (other than water/wastewater): Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or forty (40) hours per week, and for actual time worked on the sixth (6<sup>th</sup>) day following commencement of the employee's workweek.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the seventh (7<sup>th</sup>) consecutive day following commencement of the employee's workweek.

**Water/Wastewater employees:**

Overtime at the rate of one and one-half (1.5) the employee's regular hourly rate shall be paid for actual time worked in excess of eight (8) hours per day or eighty (80) hours per ten (10) day work cycle and for actual time worked on the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) day following the commencement of the ten (10) day work cycle.

Overtime at the rate of double the employee's regular hourly rate shall be paid for actual time worked in excess of twelve (12) consecutive hours, or on the thirteenth (13<sup>th</sup>) and fourteenth (14<sup>th</sup>) consecutive days following commencement of the employee's ten (10) day work cycle.

Paid leaves, including sick leave, holidays and vacation, are considered time worked for the purpose of computing overtime.

Any work ordered, authorized, or permitted shall be considered time worked for the purpose of computing overtime. The City shall not allow employees to perform regular or overtime work without the payment of compensation at the applicable rate of pay.

**Section 4. Certificate Pay.** Classifications covered by this agreement who obtain a grade or grades above the requirement for their position shall receive \$25 per pay period for each such grade not to exceed \$75 per pay period. Classifications include; Operators in Water and/or Wastewater and General Maintenance Worker I, II, and III.

Certifications covered by this agreement are as follows:

Water Treatment Operator Grade T1  
Water Treatment Operator Grade T2  
Water Treatment Operator Grade T3  
Water Treatment Operator Grade T4  
Water Treatment Operator Grade T5  
Water Distribution Operator Grade D1  
Water Distribution Operator Grade D2

Water Distribution Operator Grade D3  
Water Distribution Operator Grade D4  
Water Distribution Operator Grade D5  
Wastewater Treatment Plant Operator Grade I  
Wastewater Treatment Plant Operator Grade II  
Wastewater Treatment Plant Operator Grade III  
Wastewater Treatment Plant Operator Grade IV  
Wastewater Treatment Plant Operator Grade V

Upon placement into a classification that requires a certification for which the employee is being compensated with Certificate Pay, Certificate Pay will be suspended upon the effective date of the employee starting in the new classification.

**Section 5. Holiday Pay.** An employee who is required to work on any of the holidays set forth elsewhere in this Agreement shall receive their applicable rate of pay (either straight or overtime) for all hours actually worked on that holiday, and, in addition, will receive pay at one and one-half (1.5) times their base hourly rate for all hours worked, and shall receive no additional time off.

If an employee is not required to work on a holiday because it is observed on their regularly scheduled day off, the employee will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

A holiday occurring during an employee's vacation period will be observed as a paid holiday when it occurs. If an employee is not required to work on a holiday and if the holiday is not observed on one of their regularly scheduled days off the employee will take the holiday off and will receive eight hours pay at the straight-time rate. Employees on a 9/80 work schedule will receive nine (9) hours pay at the straight-time rate.

**Section 6. Out-of-Class Pay.** 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 who will be absent from work less than 15 calendar days.

**Section 7. Training Pay.** Any training required by the City shall be considered time worked and compensated at the appropriate rate of pay. The City shall reimburse the employee at the current IRS mileage rate of travel when using their own vehicle to attend trainings and/or meetings. Employee will submit a travel advancement form no later than two weeks prior to their training/travel date unless otherwise approved by their Supervisor. A per diem will be provided to the employee prior to their departure date for purposes of covering meals and incidental costs at a rate dictated by the General Services Administration (GSA). Lodging accommodations

arising out of training and travel as described in this agreement will be arranged by the City at no cost to the employee.

**Section 8. Longevity Increases.** New employees will serve a six (6) month probationary period. Employees shall be evaluated at three (3) months, and six (6) months. After successful completion of a probation period, a new employee 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 10<sup>th</sup> 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 15<sup>th</sup> 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 20<sup>th</sup> 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.

Failure of the Supervisor to complete a timely Employee Evaluation shall be treated as a "Meets Expectations" evaluation.

### **Section 9. Education Pay**

Employees shall be eligible for the reimbursement of up to two thousand (\$2,000) for tuition and textbooks pending approval of their individual professional development plan by the City Manager's Office.

Employees who in their sole discretion want to broaden their knowledge or professional abilities by pursuing higher education, vocational certification, state test preparation courses for applicable certifications or Class B Licensure 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 have successfully completed their probationary period and who are performing their job in a satisfactory manner. An exception to this rule would be General Maintenance Worker I

employees who are working to obtain their CA Class B driver's license within their first months of employment. The General Maintenance Worker I would be eligible to participate in the provisions of the Tuition Reimbursement Program as outlined below for this purpose.

Expenses for registration, 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.

Reimbursement will be subject to the following criteria:

- Approval of Employee's Professional Development Plan prior to enrollment in the course;
- Employees may request assistance from Human Resources to complete and submit plan for City Manager's approval.
- That a degree, certificate, or license is sought from an accredited college, university or program;
- An improvement in skills or knowledge must be relevant to present position, or be applicable to future positions within the organization;
- Applicability of the degree, certification, or license to future positions in the organization;
- Courses may not be taken during the employee's regular working hours. Exceptions require appropriate approval.
- Completion of the Course must be verified with a grade of "C" or better, proof of passing for courses that are pass/fail or proof of certification, license or continued education units (CEUs) earned. For the Class B License, reimbursement will be contingent upon providing proof of obtaining the CA Class B license.
- If the employee withdraws from a course, the employee will be responsible for any expenses incurred.
- The employee must remain an active-regular employee through conclusion of the course.
- Must include supporting documentation (cost of class or course, proof of registration, proof of passing as outlined above, receipt of payment).

#### Reimbursement Procedure:

Employee must complete and submit a Tuition Reimbursement Application to their department head. If approved, the Department Head will submit to Human Resources for approval;

- If approved by Human Resources, the request will be provided to the City Manager.
- The City Manager will review and approve or deny the request and return the form to the Human Resources Department. Human Resources will notify the employee of the approval or denial of their request and retain the form in the employee's personnel file.
- If approved, the employee then makes all registration arrangements and pays for tuition and books/materials;
- After completion of the session/semester the employee will submit the Tuition Reimbursement form to Human Resources with the proof of their attendance and their final grade/proof of passing as outlined above.

- 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.

**Section 10. Bilingual Pay**

Employees will be eligible to receive 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 City Manager’s Office. In order to be eligible to receive bilingual pay, the use of the identified foreign language must be a necessary part of their daily work activities and for purposes of communicating with the general public.

**ARTICLE 6 - DISCIPLINE**

**Section 1. Just Cause.** Discipline shall be imposed on permanent employees only in accordance with the terms of this Article and for just cause, consistent with and subject to applicable law.

- (a) Probationary employees may be dismissed at any time during the probationary period. Such action shall not be subject to the Grievance Procedure or this Article, so long as the dismissal notice indicates only that the dismissal is a "probationary release."
- (b) Progressive discipline shall be used regarding matters such as: unsatisfactory job performance; infraction of procedures, tardiness, abuse of leave time, or excessive absences. Violation of serious nature is considered a CARDINAL INFRACTION(S), which may lead to immediate termination, not subject to progressive discipline.
- (c) Progressive discipline shall consist of the following four steps: (1) Written verbal, (2) Written warning, (3) Suspension not to exceed five days, and (4) Written report recommending dismissal from the department head on a case-by-case basis.
- (d) Excessive absenteeism is absence from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1 (b) of this Article.
- (e) Excessive tardiness is tardy from work for more than five (5) occasions in any twelve (12) month period, and will be subject to progressive discipline and/or discharge outlined in Section 1(b) of this Article. A department head’s written report shall contain a description of the events requiring disciplinary action, and a remedial plan outlining steps for the employee to correct the situation. Such reports shall be placed in the employee's personnel file for each step taken.
- (f) CARDINAL INFRACTIONS: Grounds for immediate termination can be: (1) flat refusal to follow a supervisor's instructions without reasonable cause; (2) violation of the laws of the State while on duty, such as theft; (3) reporting for work or being at work following the use of alcohol or a "controlled substance" or



any drug (whether legally prescribed or otherwise), where such use may impair the employee's ability to perform assigned duties; unauthorized possession of, use, or attempting to bring any "controlled substance" or other illegal drug to any work site; (4) other matters so detrimental in nature that the City Manager determines that immediate action is required such as endangering the safety and welfare of the public or other employees.

- (g) The employee is entitled to representation at each step of the discipline procedure.
- (h) Discipline notices will only be considered valid if they are issued within ten (10) working days of the event giving rise to notice or within ten (10) working days from the date the Employer first had knowledge of the subject event.
- (i) Upon written request from the employee, all written warnings and reprimands, or copies thereof will be removed from the employee's official personnel file and any supervisor's working file; provided, however, that twelve (12) months have elapsed from the date of the incident causing the last written warning or reprimand

The City is required to send the Union a copy of the warning within five (5) working days of issuing the notice to the employee. Failure of the City to provide a copy of a discipline notice to the Union within five (5) days is subject to the grievance provision of this agreement.

**Section 2. Written Notice of Proposed Discipline.** In taking disciplinary action against a permanent employee under this Section, a written notice of the proposed discipline shall be served on the employee either personally or by Certified mail, return receipt requested and on the Union, at least five (5) working days prior to the effective date of the proposed action. The notice of proposed discipline shall contain:

- (a) A description of the proposed action and its effective date.
- (b) A statement of the reasons for such proposed action, including acts or omissions on which the proposed action is based.
- (c) Copies of materials, if any, in the possession of the City and on which the proposed action is based.
- (d) A copy of Article 6 - Discipline of the Agreement shall be included with the notice of disciplinary action.
- (e) A form, the signing and completing of which by the employee shall constitute a demand for a hearing, must be submitted within five (5) working days of the notice of disciplinary action.
- (f) Administrative Investigations Leave: employees may be placed on Administrative Investigation Leave without pay pending the results of the investigation for a period of no more than fourteen (14) working days.

**Section 3. Time Limit Extension.** The time limits of Sections 1 (h) and Section 2 may be extended by mutual consent of the parties. If an extension is agreed to, the duration of the extension shall be in writing and the statement of both parties involved at the Step to be extended.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **CITY OF IMPERIAL GRIEVANCE PROCEDURE STEPS**

Step 1 Oral Grievance to Immediate Supervisor Per Article 7
Step 2 Written Grievance to Department Head Per Article 7
Step 3 Grievance Goes to City Manager Per Article 7
Step 4 Federal or State Mediation and Conciliation Service Final Step per Article 7

#### **Section 1. Definition.**

A grievance is defined as any complaint of any employee, employees, or Union involving the interpretation or application or alleged violation of this Agreement, or a violation, application or interpretation of any City policy, rule, regulation or practice. It is the intent of the parties to equitably resolve grievances at the lower possible administrative level. It is the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of a grievance.

#### **Section 2, Procedure.** Grievances shall be handled in the following manner:

- (a) **Step One (informal):** Within five (5) working days of the incident which gave rise to the grievance, an aggrieved employee may present directly or through his Union representative, his grievance to his immediate supervisor. The grievance shall be submitted only orally. If the grievance is not satisfactorily adjusted informally, the grievance may proceed to Step Two.

- (b) Step Two (formal): If the grievance is not resolved in Step 1 and the employee wishes to proceed to Step 2, the employee shall submit the grievance in writing to the department head. The department head shall provide the employee with a written decision within five (5) working days after the receipt of the written grievance.
- (c) Step Three: If the grievance is not satisfactorily adjusted by the department head, or, if the department head fails to respond in accordance with Step 2, the Union or employee may submit the grievance in writing to the City Manager within five (5) working days of the response from the department head. Within five (5) working days after the receipt of the grievance at Step 3, the City Manager shall hold a meeting at which the grievant and/or Union Representative and the department head of the grievant shall be present to discuss and seek to resolve the grievance.

The grievant shall be notified in writing of the response at Step 3 within five (5) working days after the meeting. The City Manager's decision will be final regarding the grievance, other than those matters where an employee is suspended, terminated, reduced in pay or any situation that results in a loss of pay. If needed, the grievance shall be able to proceed to (d) Step 4 of this Article, with all documentation carried forward.

- (d) Step 4: If the City Manager fails to respond in accordance with Step Three 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 Union have the right, within ten (10) working days of the City Manager's decision, to request the 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 to subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement, 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 by the respective parties in the presence of each other.
- (e) In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

The Union shall have a copy of the original grievance filed from Step One forward. Employee filing grievance has the right of Union representation.

**Section 3. Group Grievances.** If the grievance involves employees with different department heads, the grievance may be filed at Step Three.

**Section 4. Policy Grievances.** If the grievance involves City-wide policy, practice or interpretation of this Agreement, the grievance may be submitted by the Union at Step Three.

**Section 5. Employee-Processed Grievances.** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement.

- a. In the event, an employee decides to file a grievance without Union representation, the Union shall be provided a copy of the grievance and the resolution of the grievance in order to verify that said resolution has no effects to the Collective Bargaining Agreement.

**Section 6. Time Limits.** Extension of Time Limits' The time limits of each step may be extended by mutual consent of the parties, If an extension is agreed to, the duration of the extension shall be in writing and the statement by both parties involved at the step to be extended.

**Section 7. Arbitration Procedure.** In the event the Mediation process is not successful and if the parties have processed the grievance in strict adherence with the express time limits set forth in this Article, the Union may file for arbitration. The request for arbitration must be in writing and set to the Employer via certified mail (return receipt requested). Such filing must take place within seven (7) working days from receipt of the final decision from Employer.

- a. The arbitrator shall be appointed by the Employer and the Union by whatever means both agree to or from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service or the American Arbitration Association who are members of the National Academy of Arbitrators. If a panel is obtained from the Federal Mediation and Conciliation Service or the American Arbitration Association, selection shall be made within thirty (30) working days of receipt of said list, with the order of striking being determined by lot.
- b. The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to accept for submission or render an award in a grievance in which the specific procedures of this Article, including the express time limits at each step, have not been adhered to. The arbitrator shall not hear nor decide more than one (1) grievance without the mutual consent of the Employer and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer provided it complies with the provisions of this Article.
- c. The costs, fees and expenses of the arbitrator and hearing room will be equally shared between the Employer and the Union, otherwise each party shall bear its own expenses.

## **ARTICLE 8 – HOLIDAYS**

**Section 1. Observed Holidays.** The following days (14) will be observed as holidays for City:

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

**Section 2. Weekend Holidays.** When a holiday herein falls on a Sunday, the following Monday shall be deemed to be the holiday, and when a holiday herein falls on a Saturday, the preceding Friday shall be deemed to be the holiday,

**Section 3. Holiday Credit.** In order to receive credit for a holiday an employee must be in on paid status immediately preceding and succeeding the holiday,

**Section 4. Paid Status Defined.** Time during which an employee is excused from work because of holidays, sick leave, vacation, approved time off or other paid leave of absence shall be considered as time worked by the employee, for the purpose of determining paid status.

**Section 5. Holiday Records.** All holidays are to be recorded for each employee and must be reported on the payroll time sheets.

**Section 6. Public Services Department.** Employees whose regular scheduled falls on a holiday will observe the day preceding their days off.

## **ARTICLE 9 - SICK LEAVE**

**Section 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 3.69 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. Effective July 1, 2011, all new employees hired after this date will be able to 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. This policy does not affect employees hired prior to July 1, 2011.
- (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.

**Section 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 of the Family Medical Leave Act (FMLA).

Employees may charge to 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).

- (a) 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 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 illnesses.
- (b) When an employee returns following an absence of more than three 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 he/she may resume normal duties.
- (c) When weekly disability payments are being 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. The burden of proving the payment of Workers' Compensation benefits is with the employee so that pro-rated sick leave benefits can be computed.
- (d) Employees are encouraged to maintain a minimum of twenty (20) hours of sick leave accrual as insurance against unexpected illness.
- (e) City agrees to pursue implementation of State Disability Program (SDI). Cost to the program will be an employee payroll deduction.

**Section 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) 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. The above shall not apply to any new employee hired after July 1, 2011, or any new re-hire hired after July 1, 2011, or any employee terminated for just cause pursuant to the Discipline Article of this Agreement.

**Section 4. Additional Sick Leave.** Effective, July 1, 2013, 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.

**Section 5. Medical Leave of Absence.** An employee who has exhausted all sick leave entitlements, who is suffering illness or disability of a continuing nature, will be granted a medical Leave without pay in accordance with FMLA/CFRA and the employee's coverage under the group health insurance plan may be continued at the employee's expense.

**Section 6. 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.

**Section 7. Return after Extended Illness.** If during the period covered by Additional Sick Leave or Medical Leave, an employee is physically able to return to work; he/she shall be immediately returned to the position and classification held prior to the leave, without loss of benefits or seniority.

- (a) After exhaustion of all leaves in accordance with Family Medical Leave (FMLA/CFRA), an employee still unable to return to work shall be placed on a re-employment list in order of seniority and be recalled to any position vacancy for which he/she is qualified, in accordance with Article 17.

## **ARTICLE 10 - VACATION**

**Section 1. General Provision.** Vacation leave with pay is an employee's earned right to be granted in accordance with City policy consistent with the terms of this Agreement.

- (a) Vacation will be accrued and credited on a pay period basis as indicated in Section 4. An employee starting on any day other than the first day of the pay period will not receive vacation credit for that period.
- (b) Effective July 1, 2013, no vacation leave time is considered earned until twelve months of continuous service has been completed.
- (c) Effective July 1, 2013, upon completion of the twelfth month, employees may request and the supervisor may grant, vacation leave with pay to the extent earned in accordance with the applicable formula contained herein.
- (d) Vacation time used by each employee must be recorded on the payroll time sheets using the letter "V" in regular time column.
- (e) Unpaid absences of thirty (30) days or more during applicable periods will be deducted from work time in determining vacation leave credits.
- (f) Vacation time will be computed on the basis of a service year commencing January 1 and ending December 31 of each year.

**Section 2. Vacation Liquidation.** Leave may be taken up to the full amount accrued as approved by the supervisor. Vacation, including fractions of a day, shall only be granted upon prior written request and approval of the supervisor. Supervisors will make every effort to grant vacation at time preferable to the employees, consistent with work requirements and the providing of City services. Hours in excess of allowable earned per year will be paid out at face value prior to the end of the calendar year.

At the request of the employee, vacation leave may be awarded after exhaustion of accumulated sick leave, administered and liquidated as sick leave or used concurrently with Workers' Compensation benefits. However, total benefits shall not exceed normal compensation. Normally, vacation leave shall be taken during the twelve (12) month period following the



service year in which it is earned. However, a carry-over of up to four hundred eighty (480) hours will be permitted. Effective July 1, 2011, employees who reach the cap will be cashed out on the first pay period in December of each year for any hours over 480 and an equivalent amount of vacation hours the employee is expected to earn in the coming fiscal year. Employees will be able to earn their full amount of vacation in the next year up to but not exceeding a cap of 480 hours.

**Section 3. Payment Upon Resignation or Termination.** Newly hired or terminated employees will be paid for current earned vacation. This payment will be made in a lump sum with the final check issued to the employee.

**Section 4. Vacation Formula.** Effective, employees will earn vacation leave as follows:

<u>Years of Continued Service</u>	<u>Vacation</u>
One (1) through Three (3)	Two (2) Weeks
Four (4) through Eight (8)	Three (3) Weeks
Nine (9) through Fourteen (14)	Four (4) Weeks
Fifteen (15) and over	Five (5) Weeks

**26 CALENDAR YEAR PAY PERIOD(S)**

<u>First 2 Pay Periods</u>	<u>Total</u>
Two Weeks	80 Hours
Three Weeks	120 Hours
Four Weeks	160 Hours
Five Weeks	200 Hours

**ARTICLE 11 - OTHER LEAVES**

**Section 1. Bereavement Leave.** Whenever an employee is absent from work because of death in the immediate family, they shall be entitled to five working days absence with pay.

- (a) 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.
- (b) The granting of this leave shall not affect the employee's vacation or sick leave.
- (c) All bereavement leave must be reported on payroll time sheets, with an indication of the relationship of the deceased family member.
- (d) 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.

**Section 2. Funeral Leave.** Upon the death of an employee of the City, fellow employees may be absent from work for a maximum of four (4) hours, without loss of pay, for the purpose of attending funeral services, with approval of City Manager.

Such paid absence and its duration, will be subject in each instance to the approval of the City Manager and shall be recorded on time sheets. Supervisors are to record the name of the deceased employee on time sheets. However, no department is to be closed down to public service without City Council approval.

**Section 3. Jury Duty.** City employees are not excused from jury duty. Leave for jury duty will be granted with pay. Employees shall turn over jury duty per diem payment, but employees shall retain mileage stipend.

**Section 4. Maternity/Family Leave.** Leave of absence due to pregnancy, miscarriage, childbirth, recovery and other as defined by Federal and State law there from, will be considered sick leave such as any other type of temporary disability. If leave required for maternity disability exceeds earned sick: leave, additional sick leave and medical leave may be taken as defined in the Sick Leave Article of this Agreement.

**Section 5. Military Leave.** An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

**Section 6. Personal Necessity Leave.** Employees may use at their election accrued sick leave accumulated under the Sick Leave Article of this Agreement not to exceed six days per year for cases of personal necessity as follows: A minimum balance of forty (40) hours sick leave must be maintained at all times. Requests for Personal Necessity Leave should be made in advance in writing stating specific nature of leave.

**Section 7. Comp Time.** The City will provide a Comp Time policy that allows employees to accrue up to one hundred sixty (160) hours of Comp Time. This time will be used and credited as 1 ½ regular time for example one (1) hour of Comp Time used will be tracked as 1 ½ hours of straight time. Use of Comp Time must be approved by a supervisor in advance and will not create operational or budgetary impacts for the City of Imperial. Unused Comp Time may be carried on the books or maybe cashed out at any time of the year; whichever the employee chooses.

## **ARTICLE 12 - HEALTH BENEFITS**

### **Section 1. Group Insurance.**

- A. City will pick up 100 percent (%) of the Employee Only medical, dental and vision cost for existing plans selected by the employee during Open Enrollment for Plan Year 2023-2024, 2024-2025 and 2025-2026. City will pick up 50 percent (%) of the dependent cost of the existing medical, dental and vision plan selected by the employee during Open Enrollment for Plan Year 2023-2024, 2024-2025 and 2025-2026. 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 2023-2024, 2024-2025 and 2025-2026;
  - a. Vision is included in the SIMNSA medical plan.
  - b. 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.
- B. 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;
- C. City will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services for employees and their dependents;
- D. City will pay 100 percent (%) of the employee and dependent life insurance for employees and their dependents.
- E. CITY will provide reimbursement up to \$50 per month towards gym or fitness class membership.

**Section 2. 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).

**Section 3. Affordable Health Care Act (ACA).** City will implement mandatory provisions of the ACA.

## **ARTICLE 13 - RETIREMENT PLAN**

**Section 1. City Retirement Plan.** The City agrees to provide a Group Retirement Plan effective upon notification of ratification of this Agreement, as agreed upon by the City and the Union.

The City currently has a retirement plan administered by Public Employees' Retirement System and agrees to keep such plan in place during the term of this Agreement as per the plan titled "Contract between the Board of Administration Public Employees' Retirement System and the City Council of the City of Imperial", effective July 1, 1992.

- 1) PERS 2% at age 60 formula. Teamsters unit employees hired prior to January 1, 2013, will be provided with 2% at age 60 formula.
- 2) PERS 2% at age 62 formula. As defined under the Public Employee Pension Reform Act (PEPRA), miscellaneous "non-classic" employees, (aka new members) hired after January 1, 2013, shall be covered under the CalPERS 2% at 62, retirement benefit.
- 3) The City provides the following PERS optional benefits:
  - a) Credit for Unused sick leave and three (3) year highest. This transfer unused accumulated sick leave into service credit at retirement, and the "three-year highest compensation" PERS benefits.
- 4) City will continue to pay the PERS Employer's contribution of behalf of the employees for the term of this Agreement.

## **ARTICLE 14 - OCCUPATIONAL SAFETY AND HEALTH**

**Section 1. General Provisions.** The City shall provide safe and healthful working conditions and safety equipment in accordance with Cal OSHA standards. Such equipment will remain the sole property of the City.

**Section 1.1 Uniforms.** The City will continue to provide Cal OSHA required uniforms for employees.

**Section 1.2 Boot Allowance.** The City will provide for a steel-toed boot allowance not to exceed four-hundred dollars (\$400.00) for those employees whose job functions require no later than July 31 of each year. Selection of the shoe is at the option of the City Manager in order to make uniformity in the brand name, quality and style of the shoe.

**Section 2. Investigation.** The City shall, upon request of an employee, investigate reported case contagious and/or infectious diseases or other health/safety problems which are likely to be detrimental to the health or safety of the employee.

**Section 3. Right to Refuse Unsafe Unhealthful Work.** Employees have the right to refuse performance of work which poses an imminent hazard to their health or safety, or to the health or safety of fellow employees or the public, and is in violation of any standard or order of OSHA or CAL-OSHA.

**Section 4. No Discrimination.** No employee shall be in any way discriminated, disciplined or retaliated against as a result of reporting conditions believed to be health/safety hazards.

**Section 5. Health/Safety Committee.** If in the event the City establishes a health and/or safety committee, the Union shall have the right to appoint a reasonable number of employees to serve on said committee.

## **ARTICLE 15 – CLASSIFICATION/RECLASSIFICATION**

**Section 1. General Provisions.** Each position established by the City shall be placed in a classification with a designated title, a statement of the duties, to be performed in each such classification, a statement of minimal qualifications and a regular monthly salary range, all of which shall be subjected to input between the City and the Union.

**Section 2. Reclassification.** Whenever the duties actually performed by an incumbent in a position are not actually reflected in, or reasonably related to, the statement of duties required to be performed, and the duties will be extended or needed on a continuing basis, the incumbent shall be entitled to have the position reclassified. It is the intent of this Section to provide for reclassification where there has been an increase in, or change in, the duties being performed by incumbents in such positions, where such increases or changes are not temporary in nature.

(a) Reclassification is distinct and separate from "temporarily working out of class" and from the upgrading of salary ranges of positions where the duties have not changed. Working out of class is covered in Article 5, Section 5 in this Agreement. Upgrading of positions and classifications are not subject to the provisions of this Article but shall be subject to meet and confer when salaries are open for negotiation.

**Section 3. Reclassification Procedure.** The Grievance Procedure of this Agreement shall be utilized for claims that a position or positions should be reclassified.

**Section 4. Salary Placement Upon Reclassification** When a position or positions are reclassified, the incumbent(s) shall be placed on the lowest step of the new range to which provides no less than a five percent (5%) pay increase.

**Section 5. Incumbent Rights.** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position/classification. If additional qualifications are required, up to sixty (60) days to qualify will be allowed. An extension may be granted by mutual agreement between the Union and City Manager.

## **ARTICLE 16 - COVERED WORK**

**Section 1. Contracting Out.** During the term of this Agreement, it is understood that no employee shall be displaced due to contracting out.

**Section 2. Non-Covered Employee Work.** The City may continue its lawful past practice of utilizing City employees or outside contractors not covered by this Agreement to perform work regularly assigned to employees hereunder under the, circumstances which such City employees have done so in the past, and also to perform such work in cases of emergency, for purposes of training, inspection, instruction, in cases where safety is involved, or where employees hereunder are not available to perform the work in the time required.

**Section 3. Substitute Employees.** Substitute employees shall be used only to replace employees covered by this Agreement who are temporarily absent from work.

**Section 4. Temporary Employees.** Temporary employees shall be utilized by the City only to perform services for a specified limited period of time, not to exceed five (5) months, caused by sporadic periods of increased workload, seasonal fluctuations in service requirements, or increase service requirements of limited duration not reasonably foreseeable in advance. Temporary employees shall work no more than one thousand (1,000) hours per Fiscal Year in accordance with PERS. If an extension is needed, it must be by mutual agreement between the City and the Union.

**Section 5. Part-Time Employees.** Part-Time Employees, defined as less than Full-Time, shall not exceed twenty-nine (29) hours per week. Part-Time employees occupying a position classification covered by this MOU shall be exempt from benefits and conditions set forth herein by the Union. No current full-time employees will be displaced through utilization of part-time employees.

**Section 6. Limited Term Employees.** Limited Term Employees are those employees whose wage and compensation is funded by a limited source of availability. A Limited Term employee receives pay and benefits of the classification that he or she occupies, but they do not have tenure associated with full time/permanent employees. Limited Term employees are eligible for promotional opportunities once the seniority list has been exhausted for the vacant position. A Limited Term employee occupying a position covered by this MOU are subject to the benefits and conditions set forth herein by the Union

**Section 7. Reporting.** If a Temporary, Part-Time or Limited Term employee exceeds the limits above, the employee will become a full-time employee and be subject to the wages, benefits and conditions of the M.O.U. A monthly report of hours worked for each Temporary and/or Part-

Time employee shall be provided to the Union until the employee is relieved of duties or becomes a full-time employee with the City.

**Section 8. Abolition of Position or Classification.** No position or classification covered by this Agreement shall be abolished, unless the services performed by a position or classification are no longer provided to the residents of the City of Imperial by the City.

## **ARTICLE 17 - LAYOFF AND RE-EMPLOYMENT**

### **Section 1. Definitions.**

- (a) "Layoff" is defined as an involuntary separation from City service due to lack of work or lack of funds.
- (b) "Reduction of Hours" is defined as an involuntary reduction of hours due to lack of work or lack of funds.
- (c) "Class" is defined as the job family of related classifications as set forth in the Appendix of this Agreement and as follows:
  - Office Support Services Class
  - Maintenance and Operations Class
- (d) "Classification" is defined as positions that are assigned the same title, job description, minimum qualifications and salary range. The Appendix of this Agreement set forth the several classifications within each class (job family).
- (e) "Seniority" is determined by an employee's date of hire in a "class" without a break in service. If two (2) or more bargaining unit employees have equal seniority as defined herein, the bargaining unit employee with the earlier hire date with the City shall be considered most senior. If a tie still exists, seniority shall be determined by lot.

### **Section 2. Procedure.**

- (a) In the event of a reduction in force in any classification hereunder, layoff will be in reverse order of seniority with the least senior employee in that classification being laid off first. All part-time, temporary employees within the same classification shall be laid off before any full-time employee shall be laid off.
- (b) Employees to be laid off shall be notified by Certified mail sent to the most recent address provided to the City by the employee. The notice shall be deposited in the U.S. mail no less than thirty (30) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff; the reason of layoff; displacement rights (if any) and a copy of this Article.
- (c) After notification of displacement rights (If any) the employee must notify the Personnel Office of their intention to exercise displacement rights within seven (7) calendar days.

**Section 3. Displacement Rights.** An employee who has received notice of layoff may exercise their "class" seniority in the following order:

- (a) If the employee is qualified and has sufficient seniority, he/she may displace the employee with the lowest class seniority in equal classifications (same salary range) within the class (job family).
- (b) A lack of seniority or qualifications in equal classifications within the class will permit the employee to displace the least senior employee in succeeding lower classifications if he/she has the necessary seniority and qualifications.
- (c) If any employee lacks the qualifications or sufficient seniority to bump into any of the succeeding lower classifications within the same class (job family), the employee may then look to other classifications in which he/she has established seniority even though it is a part of an unrelated "class". If the classification previously held is designated a lower salary range, the employee may exercise seniority in the classification previously held to displace the least senior employee in the classification;
- (d) An employee displaced by the operation of this layoff procedure shall have the same layoff rights and may exercise seniority displacement as though he/she was being laid off.

If a vacant position exists in a classification into which an employee is bumping, the employee shall move into the vacant position. In lieu of the displacement rights described herein, an employee may accept reassignment to a vacant position in an equal or lower classification.

**Section 4. Re-Employment Rights.**

- (a) Employees who have been laid off shall be placed on a re-employment list for eighteen (18) calendar months.
- (b) Employees who, through operation of this Article, receive fewer hours or assignment to a lower classification shall be placed on the re-employment list for eighteen (18) months.
- (c) Offers of re-employment shall be made in reverse order of layoffs vacancies occur in classification for which the laid off employee is qualified.
- (d) Individuals on a re-employment list shall have five (5) days to respond to a written offer sent by Certified mail, beginning with the day it is deposited in the U.S. mail to the most recent address supplied to the City by the employee.
- (e) Failure to respond within the time specified a refusal of employment or failure to return to work on the designated date shall cause the individual's name to be permanently removed from the re-employment list. The City shall send a certified letter notifying the employee of their failure to respond. Except that failure to respond to an offer upon first becoming eligible shall not cause the employee's name to be removed from the re-employment list, provided the employee has previously notified the City in writing of their temporary unavailability to accept an offer of re-employment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed thirty (30) calendar days.

- (Unavailability means out of town, out of state, etc.).



- (f) An employee who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights shall maintain their employment rights under this Article.
- (g) Employees in layoff status shall have the right to participate in promotional examinations within the City.

**Section 5. Notification Requirements.** The City shall notify the Union in writing of any impending layoff or reduction of hours of bargaining unit employees prior to distribution of the agenda of the City Council meeting at which the layoff is to be considered.

**Section 6. Seniority List.** Pursuant to AB-119 the City will compile an accurate seniority list covering each employee and class under this Agreement. The seniority list shall indicate current classification and class seniority as of December 31 of the previous year. This seniority list shall be posted on the Union bulletin board at each work site and work location and one (1) copies shall be provided to the Union. An employee who wishes to protest their length of service on the seniority list or who disagrees with the seniority credited must file the protest with the City Manager within thirty (30) calendar days of the posting which contains their name for the first time, or within thirty (30) calendar days of the posting of the last prior list. Each protest shall be answered in writing with a copy to the Union. If an error has been made, the list will be corrected and the correction will appear on the next published list. In addition to the annual seniority list provided for above, the City shall update the seniority list at the time any layoff notice is given.

## **ARTICLE 18 - VACANCIES/TRANSFERS/PROMOTIONS FOR TEAMSTERS-CLASSIFIED POSITIONS**

### **Section 1. Definitions.**

- (a) A vacancy is defined as a new or existing position which the City intends to fill.
- (b) A transfer is defined as movement from one work assignment or location to another work assignment or location within the same classification.
- (c) A promotion is defined as movement from one classification to another classification with a higher monthly salary range.
- (d) Posting means that all Teamsters-classified vacancies shall be advertised for 5 working days on City bulletin boards for transfers and promotions prior to filling the vacancy from the outside.
- (e) Appropriate affirmative action procedures attached herein shall be followed.

**Section 2. Transfers.** The City shall first make Teamsters-classified vacancies available to transfers before promoting current employees or hiring from the outside.

**Section 3. Promotions.**

Promotion of current employees into vacancies will be considered as follows;

(a) Considerations governing the selection of qualified personnel for promotion will be seniority and relative ability to perform the job.

**Section 4. Outside Hiring for Vacancies.** If no current employee applies for the Teamsters-classified vacancy or if no promotional employee-applicant meets the minimum qualifications for the vacant position, the City is free to advertise and fill the vacancy from the outside.

**ARTICLE 19 – MAINTENANCE OF MEMBERSHIP**

**A. Obligation to Remain Dues Paying Member:**

Any employee who is a due's paying member of Teamsters Local Union No. 542 in good standing upon the effective date of this Memorandum of Understanding and any employee who thereafter becomes a due's paying member, shall remain a dues paying member of Teamsters Local Union No. 542, except as provided for below:

If a due's paying member of Teamsters Local Union No. 542 does not terminate his/her payment of dues, said member shall continue as a due's paying member for the term of this Memorandum of Understanding.

**B. Termination of Membership**

Within ten (10) working days immediately following the effective date of this Memorandum of Understanding, any employee who is a due's paying member of Teamsters Local Union No. 542 shall have the right to terminate his/her payment of dues to Teamsters Local Union No. 542 upon written notice to the Teamsters Local Union No. 542. Furthermore, Teamsters Local Union No. 542 shall serve notice to all affected employees of their right to terminate upon request of such information from the employee.

**C. Authorization to Deduct Dues:**

During the term of this Memorandum of Understanding, City of Imperial shall deduct from the first monthly paycheck of each member of Teamsters Local Union No. 542 covered under this Memorandum of Understanding, who has signed an appropriate authorization of dues deduction form, as outlined by Teamsters Local Union No. 542, in accordance with Teamsters Local Union No. 542 by-laws and constitution. Teamsters Local Union No. 542 shall notify, in writing, City of Imperial of the dues amount to be deducted, as outlined by California State Bill 285. Teamsters Local Union No. 542 shall also give written notice to City of Imperial of any change in dues amount at least thirty (30) days prior to the effective date of said change. All amounts deducted by City of Imperial under this article shall be remitted to Teamsters Local Union No. 542. City of Imperial shall also furnish to Teamsters

Local Union No. 542 a list showing the name of each employee whose dues are included in the remittance and amount thereof.

**D. Union Indemnification:**

The Union shall indemnify, defend and hold harmless City of Imperial and its City Council Officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by City of Imperial regarding this article. If an improper deduction is made, the Union shall promptly refund any such amount directly to member.

A seniority list of all City of Imperial Bargaining Unit Employees Covered under this Collective Bargaining Agreement, seniority dates, and job titles, updated quarterly, shall be sent to the Union.

## **ARTICLE 20 - NO STRIKE/NO LOCKOUT**

**Section 1.** It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slow-down or work stoppage. It is also agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer. Any employee found guilty of participating in any strike, slow-down or work stoppage will be subject to immediate discharge.

## **ARTICLE 21 - DURATION OF AGREEMENT**

### **Section 1.**

Teamsters Union Local 542 and City of Imperial agree to a three (3) year agreement beginning July 1, 2023 and ending June 30, 2026

#### ***CITY OF IMPERIAL***

 08/24/2023

Dennis H. Morita, City Manager

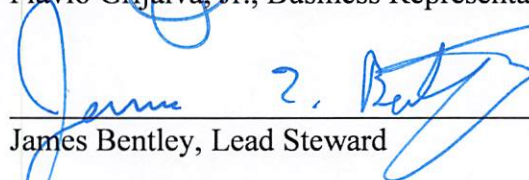
 08/24/2023

Kristen W. Smith, Human Resources Manager

#### ***TEAMSTERS LOCAL UNION 542***

 8/24/2023

Flavio Grijalva, Jr., Business Representative

 8/24/2023

James Bentley, Lead Steward

 8/24/23

David Ramirez, Committee

 8-24-23

Cesar Luna, Committee

## **Appendix "A" - Position Allocation**

### City Classification List

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>BARGAINING UNIT NAME</u></b>	<b><u>RANGE</u></b>
Accounting Assistant I	Teamsters	57
Accounting Assistant II	Teamsters	61
Accounting Assistant III	Teamsters	66
Accounting Technician	Teamsters	69
Administrative Assistant	Teamsters	60
Building Inspector I	Teamsters	75
Building Inspector II	Teamsters	77
Building Service Worker	Teamsters	60
Code Enforcement Inspector	Teamsters	69
Community Development Technician	Teamsters	57
Crew Leader Parks	Teamsters	65
Crew Leader Public Services	Teamsters	65
Distribution Utility Worker I	Teamsters	64
Distribution Utility Worker II	Teamsters	67
Engineer Technician/Inspector	Teamsters	74
Equipment Mechanic	Teamsters	67
General Maintenance Technician I	Teamsters	64
General Maintenance Worker I	Teamsters	57
General Maintenance Worker II	Teamsters	60
General Maintenance Worker III	Teamsters	64
General Office Clerk	Teamsters	57
Information Technology Technician I	Teamsters	60
Information Technology Technician II	Teamsters	63
Information Technology Technician III	Teamsters	69
Lead Equipment Mechanic	Teamsters	70
Library Assistant	Teamsters	60
Library Technician	Teamsters	63

Maintenance Electrician	Teamsters	78
Parks Maintenance Worker I	Teamsters	57
Parks Maintenance Worker II	Teamsters	60
Parks Maintenance Worker III	Teamsters	64
Planner I	Teamsters	75
Planner II	Teamsters	77
Planning Technician	Teamsters	57
Recreation Specialist	Teamsters	60
Wastewater Operator I	Teamsters	71
Wastewater Operator II	Teamsters	74
Wastewater Operator III	Teamsters	80
Wastewater Operator Trainee I (OIT I)	Teamsters	60
Wastewater Operator Trainee II (OIT II)	Teamsters	64
Water Operator Trainee I (OIT I)	Teamsters	60
Water Operator Trainee II (OIT II)	Teamsters	64
Water Treatment Operator I	Teamsters	71
Water Treatment Operator II	Teamsters	74
Water Treatment Operator III	Teamsters	80

**Appendix “B” – Salary Schedule(s)**

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**City of Imperial  
Classification and Compensation Schedule**

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

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>10 YR STEP 8</b>	<b>15 YR STEP 9</b>	<b>20 YR STEP 10</b>
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)**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>10 YR STEP 8</b>	<b>15 YR STEP 9</b>	<b>20 YR STEP 10</b>
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)**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>10 YR STEP 8</b>	<b>15 YR STEP 9</b>	<b>20 YR STEP 10</b>
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

## **Appendix "C" – MOU Definitions**

**LEAVE AND TRANSFER POLICIES** means any policy concerning any form of employee leave or transfer, including, but not limited to sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave or transfer or an employee from one site to another.

**MANAGEMENT.** Management personnel includes those certain officers designated in Government Code Section 35601, those persons appointed by the City Council as department heads, and those appointed by the City Council to various City Boards and Commissions.

**MINIMUM QUALIFICATIONS** are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class. Minimum qualifications shall be determined by mutual agreement between Union and the City.

**NOTICE.** Whenever a notice is required under this Agreement, and no form of notice is otherwise designated, notice to the City shall be by personal delivery to the Office of the City Clerk, and notice to Union shall be written notice personally delivered to the Union by First Class mail notice.

**PERMANENT EMPLOYEE** is a regular employee who successfully completes an initial probationary period, which shall not exceed six (6) months of service beyond the initial date of employment by the City.

**PROBATIONARY EMPLOYEE** is a regular employee who shall become permanent upon successful completion of a six (6) month probationary period.

**PROMOTION** is a change in the assignment of an employee from a position in one class to a vacant position under another class with a higher maximum salary rate.

**RECLASSIFICATION** is the upgrading of a position to a higher class as a result of the increase of the duties and/or responsibilities being performed by the incumbent in such position.

**RE-EMPLOYMENT** is the return to duty of an employee who has been placed on a re-employment list.

**RE-EMPLOYMENT LIST** is a list of names of persons who have been laid off for lack of work or lack of funds, exhaustion of sick leave, industrial accident or illness, or other privileges, and who are eligible for re-employment without examination in their former class for a period of eighteen (18) months said list arranged in order of their right to re-employment.

**REGULAR EMPLOYEE** is an employee, whether permanent, probationary, full-time or part-time, who is not a substitute or short-term employee.

**SAFETY CONDITIONS OF EMPLOYMENT** means any work-related condition affecting health, safety, or welfare of the employee.

**SALARY RATE** is a specific amount of money paid for a specific period of service.

**SALARY SCHEDULE** is a series of salary steps and ranges which comprise the rates of pay for all classes.

**SALARY STEP** is one of the salary levels within the range of rates for a class

**SENIORITY IN CLASS** is secured by hours in paid status in a class, plus higher classes.

**SHORT-TERM EMPLOYEE** is a person hired for a specific temporary project of limited duration which, when completed shall no longer be required.

**SUPERVISORIAL EMPLOYEE** is an employee having authority, in the interest of the Employer to hire, discharge or discipline or reasonably direct other employees, to adjust grievances, or effectively recommend such action if in connection with exercise of such authority, independent judgement is required.

**UNIFORMS.** Any clothing of a particular color, design, pattern, or style required by the City to be worn shall be considered a uniform.

**VOLUNTARY DEMOTION** is a demotion agreed to in writing by the employee and the City.

**WORKING HOURS** shall be considered all hours in paid status.

**Appendix "D"**

**Drug Free Workplace Policy Statement**

# FORENSIC

## DRUG TESTING SERVICES

**Corporate Offices:**  
73-700 Dinah Shore Drive, Suite 206  
Palm Desert, CA 92211-0815  
760.770.6068 Fax: 760.770.0806  
[www.fdti.com](http://www.fdti.com)

### SUMMARY POLICY STATEMENT DRUG FREE WORKPLACE

#### PURPOSE:

City of Imperial is committed to protecting the safety, health and well being of all our employees and all other individuals within our work environment. We recognize that alcohol abuse and drug use pose a significant threat to our employee's safety and the safety of the general public. As such, we have established this drug-free workplace policy that strives to balance our respect for individual's right to privacy against our desire to maintain a safe and drug free work environment.

#### APPLICABILITY:

This Policy applies to all employees, which includes all contractors, sub-contractors, volunteers and any other person or entity conducting business on behalf of our Company. The Company has also adopted additional requirements, under its own independent authority, separate from D.O.T., which is outlined below.

#### POLICY & PROHIBITIONS:

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale any form of alcohol, illegal drugs, "medical marijuana" or any other type of intoxicants, to include the possession and/or use of "legal" substances marketed or designed to change mood (ie: "Spice", "Bath-Salts", "Salvia", ext). Further, any employee who is convicted of a criminal drug or alcohol related offense must notify the organization, in writing, within five calendar days of such conviction.

It is a violation to have any "detectable amount" of illegal drugs, mood altering substances or alcohol at or above .01%BrAC within your bodily system, during compensated work time. Further, no employee is permitted to consume any type of intoxicants, such as alcohol, within four hours of their assigned work shift or while on-call.

It is a violation to "refuse" any type of drug or alcohol test requested on behalf of the Company. Sample tampering, such as adulteration, substitution or any other conduct deemed by the Company to be restrictive to the testing or sample collection process, will be considered a "Refusal to Test". This includes argumentative, violent or obstructive behavior toward our sample collectors.

Prescription medication use must be reported to management, prior to entering into any type of hazardous work environment. The name of the medication or reason for its use need NOT be reported. The company may require a "fitness for duty" medical evaluation to determine if the employee can safely work, while taking these legally prescribed prescription medications.

#### VIOLATIONS:

Any violation of this Policy or its prohibitions may lead to immediate removal from duty and discharge, even on a first offense.

#### DRUG AWARENESS & SELF-HELP:

Printed Drug Education and prevention materials are available, free of charge, by calling 1-800-662-HELP (4357) or by logging into <http://www.samhsa.gov>. Free drug counseling referral services are available, anytime, by calling 1-800-662-4357.

#### DRUG & ALCOHOL TESTING:

Our Company may request, under its own independent authority, a single or combination of tests, using urine, hair, fingernail, saliva, blood, breath or any other method to determine our employee/applicant's drug-free status. All urine samples will be screened through FDTs, Inc. and their Department of Health & Human Services (DHHS)/Substance Abuse & Mental Health Services Administration (SAMHSA) certified labs for Amphetamines, MDMA, Marijuana, Cocaine, Opiates, Heroin and PCP at a minimum. Any sample testing "Positive" on the initial screen will be automatically confirmed via GC/MS and these findings will be reviewed with the employee/applicant by our companies Medical Review Officer (MRO). This will be the employee's one and only opportunity to discuss the "Positive" test results with a Medical Doctor. Any private medical information should only be discussed between the Donor and the MRO (not the Company or sample collector). All D.O.T. mandated testing will be conducted in accordance with Title 49 CFR part 40, with additional testing being conducted under the Company's independent authority. Furthermore, this Policy will automatically incorporate any updated rules and regulations, as they apply to Title 49 CFR Part 40 & 382, without further notice.

This material is provided as a sample outline, which the above company may adopt, after obtaining their own attorney's legal review.  
FORENSIC Drug Testing Services, Inc. (FDTs, Inc.) Copyright Material January 2016

# FORENSIC

## DRUG TESTING SERVICES

**Corporate Offices:**  
 73-700 Dinah Shore Drive, Suite 206  
 Palm Desert, CA 92211-0815  
 760.770.6068 Fax: 760.770.0806  
[www.fdti.com](http://www.fdti.com)

**PRE-EMPLOYMENT:**

Pre-Employment drug testing will be required of all job applicants, who have been issued a conditional offer of employment. Current employees who are transferring from a Non-Safety Sensitive position, into a D.O.T. regulated or "Safety-Related" position will also be required to submit to pre-placement testing. Additionally, any employee who has been removed from the Random testing pool for 30 days or more will be required to submit to testing, prior to resuming duty for the company. D.O.T. Regulated applicants will also be required to consent to a two year "Release of Information" from the applicant's past employers, concerning the applicant's drug and alcohol testing history. Any "MRO Verified Positive" drug test result, Breath Alcohol reading at or above .04% BrAC or any Refusal to Test found during this investigation, which has not been cleared by the S.A.P., will result in the applicants denial/removal from employment. Our Company does not allow for any re-testing following a "MRO confirmed Positive" or "Refusal to Test" result. Refer to Section 16 of our extended Policy for more details.

**RANDOM:**

All employees and D.O.T. regulated employees will be required to submit to random drug and breath alcohol testing. If restricted by State law, only those employees working in a "Safety-Sensitive" or "Safety-Related" position will be required to submit to Random, unannounced testing. All random testing will be conducted only during the employee's compensated work time. Random selections will be conducted using FDTI, Inc. computer generated random selection program that serializes and certifies all selections as random. The Company may also require 100% baseline testing of all "Safety-Related" or D.O.T. regulated employees at anytime, to include baseline testing of a specific crew or shift. All required employees will have an equal chance of being selected, on each testing occasion. For a listing of covered positions, please refer to your extended Company Policy available in the Personnel Department. Random drug and alcohol testing for D.O.T. regulated employees will be conducted at or above the D.O.T. minimum annual rates, as published within the Federal Register.

**POST ACCIDENT:**

All employees are required to submit to testing for drugs and breath alcohol immediately after any incident, resulting in death, personal injury requiring professional medical treatment away from the incident scene or when any vehicle has to be towed away from the incident scene. In addition, *under the Companies own authority*, any employee or group of employees, will be required to undergo Post Accident drug and breath alcohol testing, immediately following any incident that has resulted in property damage that will require professional repair (not a simple scratch in paint, but a dent in equipment will trigger Non-DOT testing). This includes testing of any or all employees who the Company determines have or may have been a contributing factor to the incident/accident. The employee's medical treatment should not be delayed simply to take a test. The employee should be safely transported to FDTI, Inc. for testing. The employee(s) must not be allowed to drive or perform any type of "safety-related" duty for the Company, until the test results are reported back to the organization's Designated Employer Representative (DER) by FDTI, Inc. *If in doubt, report for testing.*

**REASONABLE CAUSE:**

Any employee, who the employer determines may be working while impaired or is suspected of violating any section within this Policy, will be required to submit to immediate drug and breath alcohol testing. The employee should be transported to FDTI, Inc. for testing. The employee must not be allowed to drive or perform any type of "safety-related" duty for the organization until the test results are reported back to the organization's Designated Employer Representative (D.E.R.) by FDTI, Inc. All supervisors are required to report any violation, without delay, to the Company President or D.E.R.

**EMPLOYEE CONSENT & ACKNOWLEDGMENT**

*I have received a copy of this Summarized Policy Statement and I understand that I may obtain and/or review the companies' extended Substance Abuse Policy by contacting the H.R. Department. After reading these Policies, I hereby agree and freely consent to work under these conditions of employment. Further, I authorize FDTI, Inc. and it's agents to disclose any and all test results and supporting information to my employer, without any further direction or consent. I understand that any violation of this Policy may lead to my immediate removal from duty and termination.*

**PRINT** APPLICANT/EMPLOYEE NAME \_\_\_\_\_ Date \_\_\_\_\_

CONSENTING Applicant/Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Issuing Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness (optional) \_\_\_\_\_ Date & Time \_\_\_\_\_

Company Name: \_\_\_\_\_

Primary D.E.R.: \_\_\_\_\_