


DATE SUBMITTED 06/14/2018
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 06/20/2018

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

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: RESOLUTION NO. 2018-34 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER'S ASSOCIATION (IPOA).

1. APPROVAL OF RESOLUTION NO 2018-34 ADOPTING THE TERMS TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IPOA.

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial has concluded the labor negotiations with the Imperial Police Officer's Association. The attached terms have been agreed on by both parties and it is the recommendation to the City Council to approve such terms. The terms set forth are specific to Recognition, Uniforms, Sick Leave, Holiday Schedule, Salary Adjustment and Health Insurance.

If approved, the terms of this tentative agreement shall become effective July 1, 2018 and will be in effect for the term of one fiscal year.

FISCAL IMPACT:

**As approved in the Municipal Budget for Fiscal Year 2018-2019 on June 6, 2018.*

FINANCE INITIALS _____

STAFF RECOMMENDATION: N/A

DEPT. INITIALS  _____

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation for the City Council to approve and adopt the resolution and terms set forth in this packet for fiscal year 2018-2019.

CITY MANAGER'S INITIALS  _____

MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

RESOLUTION NO. 2018-34

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF IMEPRIAL, A MUNICIPAL GOVERNMENT OF THE STATE OF CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL AND IMPERIAL POLICE OFFICER'S ASSOCIATION

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

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

WHEREAS, the City and IPOA have reached an agreement on Wages, Benefits and other conditions of employment for the Fiscal Year 2018-2019; and

NOW, THEREFORE, the City Council of the City of Imperial DOES HEREBY RESOLVE that the 2018-2019 Amendment to the Memorandum of Understanding, attached hereto as "Exhibit" A, between the City and IPOA is approved and adopted. The City Manager is hereby directed to implement the provisions provided by this resolution effective July 1, 2018.

PASSED AND ADOPTED by the City Council of the City of Imperial at the regular meeting held on the 20th day of June 2018.

Geoff Dale, Mayor of the City of Imperial

ATTEST:

Debra Jackson, City Clerk

APPROVED AS TO FORM:

Dennis Morita, City Attorney

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

TENTATIVE AGREEMENT FOR FISCAL YEAR 2018-2019

This agreement is to serve as a temporary place holder until the below language is incorporated into the Memorandum of Understanding by Resolution of the City Council no later than July of 2018.

Article II: Recognition

- Addition of Sergeants and removal of Captain to the IPOA Position Allocation List (Exhibit A of current MOU)

Article XI: Uniforms and Uniform Allowance

- Addition and Adoption of Exhibit C identifying accepted uniforms for use of IPOA voucher.

Article XII: Employee Leave

Section A: Sick Leave

- Section 1. 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. 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.
 - (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).

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.

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.

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.

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

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.

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

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

Section D: Bereavement Leave

- In addition to the existing bereavement leave time of three (3) or five (5) days in the event of a death to an immediate family member, the City shall also incorporate the following language:
 - o Additionally, in the event of a death in the employee's immediate household (spouse, child, grandchild, and/or persons employee is directly responsible for), ten (10) work days of bereavement leave with pay may be taken by an employee.

Article XIII: Holidays

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	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving	4th 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"

Article XV: Health Benefits

- City will pick up 100 percent (%) of the Employee Only medical cost for existing plans selected by the employee during Open Enrollment for Plan Year 2018-2019;
- City will pick up 50 percent (%) of the dependent cost of the existing medical plan selected by the employee during Open Enrollment for Plan Year 2018-2019;
- Employees will be responsible for the cost of the dental and vision plan selected during open Open Enrollment for Plan Year 2018-2019;
- City will pick up the monthly cost up to \$700 of those employees who selected the Mexico HMO (SIMNSA) medical and dental plan during Open Enrollment for Plan Year 2018-2019;
- Vision is included in the SIMNSA medical plan.
- City will pick up the cost of any member that is negatively impacted as a result of the formula change presented by the City. Any additional credit can be used towards vision and dental insurance coverage;
- 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.
- City will pay 100 percent (%) of the cost to a group plan for the REACH life Helicopter services for employees and their dependents.

XVI: WAGE RATES

- Salary adjustment of 5.8 (%) percent will be made to the ASSOCIATION beginning Fiscal Year 2018-2019;
 - 2.8% COLA for Fiscal Year 2018-2019;
 - 3% Merit increase for Fiscal Year 2018-2019.

XXXII: Term of the Agreement

- The term of this agreement shall be for one (1) fiscal year; 2018-2019.

Agreed hereto on: June 12, 2018



Max Sheffield, IPOA President



Stefan T. Chatwin, City Manager

EXHIBIT C

Uniform List

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

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

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