

**MEMORANDUM OF  
UNDERSTANDING  
  
BETWEEN  
  
IMPERIAL IRRIGATION DISTRICT  
  
AND  
  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 465**

**Expiring on December 31, 2026**



# **Article 1 - Agreement**

This Agreement is made and entered into by the Imperial Irrigation District ("IID" or "District") and the International Brotherhood of Electrical Workers Union, Local 465 ("IBEW") (together referred to as "the parties") under the Meyers-Milias-Brown Act, Government Code section 3500 *et seq.* ("the Act"), regarding matters within the scope of representation as defined by Government Code section 3504.

# **Article 2 - Recognition**

The District recognizes the IBEW as the sole and exclusive bargaining representative, within the meaning of Government Code section 3501(b) of the Meyers-Milias-Brown Act, for all employees in the Rank and File unit which includes the full-time hourly job classifications identified in Exhibit A, attached hereto and incorporated herein by reference.

# **Article 3 - Term**

- A. This Agreement shall be in effect from the date of final ratification of this Agreement by the Board of Directors until December 31, 2026. The calendar year of this Agreement shall be from January 1 to December 31 of the applicable year.
- B. The parties acknowledge that during the negotiations leading up to this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements decided by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and IBEW, for the life of this Agreement, agree that, except for legally mandated changes to matters within the scope of representation, as defined in Government Code Section 3504, or in the case of an emergency as contemplated under Government Code Section 3504.5, no party shall be obligated to bargain collectively or reopen negotiations with respect to any subject matter or provisions referred to or covered in this Agreement.
- C. Either party may initiate negotiations for a successor agreement by submitting its initial proposal to the other party on or before July 1, 2026.
- D. Unless extended by a signed Agreement between the parties, this Agreement shall expire on December 31, 2026.
- E. If this Agreement does not cover a specific term and condition of employment within the scope of representation, but a District Policy and Procedure does cover such specific term and condition of employment, the District Policy and Procedure shall

apply, but the grievance procedure in this Agreement does not cover alleged violations of any District Policy and Procedure. The District's Complaint Procedure, Policy and Procedure 4351, applies to alleged violations of District Policies and Procedures as set forth in Sections 2 and 4(A) of the Complaint Procedure.

## **Article 4 – Management Rights**

All management rights and functions shall remain vested exclusively with the IID except those which are clearly and expressly limited in this MOU to include, but not limited to:

- A. The right to determine the mission and purposes of each of its agencies, departments, institutions, programs boards, commissions and committees, including the standards for the services offered or to be offered;
- B. The right to full and exclusive control of the management of the IID, to include supervision of all operations; determination of the methods and means of performing any and all work; and the composition, assignment, directions, location and determination of the size and mission of the work force;
- C. The right to determine the work to be done by the employees including establishment of levels of service and staffing, patterns;
- D. The right to change or introduce new or improved operations, methods, means or facilities; or to contract out work to be done;
- E. The right to contract out work, and to establish new positions and abolish current positions;
- F. Subject to IID Policies and Procedures, the right to establish, schedule, set and enforce performance standards, promote, reclassify, transfer, assign, release and lay off employees; to suspend, demote, reduce in step or grade, discipline and discharge employees for cause and at-will, as applicable; to prescribe qualifications for employment and determine whether they are met;
- G. All the rights, responsibilities and prerogatives that are inherent in the IID by virtue of all federal, state and local laws and regulations;
- H. The exercise by the IID Board of Directors and management personnel of the rights enumerated herein above, shall not in any way directly or indirectly be subject to Policy and Procedures addressing the grievance procedure.

## **Article 5 - Union Rights**

The IBEW shall have the right to represent its members in their employment relations with the IID. Nothing in this Article shall prohibit any employee from appearing on their own behalf in their employment relations with the District.

## **Article 6 - Employee Rights**

Unit members shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the IID.

The District will work with IBEW on a process whereby new employees hired into IBEW represented positions will be provided information regarding IBEW and the District's IBEW representatives and/or shop stewards as part of the new hire orientation. The new employee hiring process will include providing the employee with a blank union membership application and, where practicable, an introduction to the new employee's shop steward within 30 days of hire.

## **Article 7 - Salaries**

- A. Effective January 1, 2024, or the first full pay period after ratification of this Agreement by the Board of Directors, whichever is later, there shall be a five percent (5.0%) on-schedule salary increase that shall apply only to members of the bargaining unit still employed on the date of final ratification of this Agreement by the IID Board of Directors. All employees who are redlined will not receive any salary increase unless the 5.0% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
- B. Effective January 1, 2025, there shall be a four percent (4.0%) on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 4.0% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
- C. Effective January 1, 2026, there shall be a three a percent (3.0%) on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 3.0% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
- D. The District will implement the salary adjustments for classifications identified with salary inequities to be effective on the first full pay period after ratification of this Agreement by the Board of Directors. The inequities will be applied to bargaining



unit members still employed on the date of final ratification of this Agreement by the IID Board of Directors.

## **Article 8 - Red Circling**

When the Human Resources Department demonstrates that a recruitment or retention problem exists for a particular classification, and it further determines that the recruitment or retention problem is caused by currently existing market conditions for that classification, the Human Resources Department will recommend to the Board of Directors an appropriate salary grade adjustment designed to resolve the problem. The Board of Directors in its sole discretion may approve the recommendation. The affected classification will then be "red circled" and placed on the new salary grade on a temporary basis until the Human Resources Department determines that the recruitment/retention problem no longer exists and the Board, in its sole discretion, approves a recommendation that the classification will no longer be "red circled." The "red circled" classification will then be returned to its previous salary grade. Before the Board takes any action to no longer "red circle" a classification, the Human Resources Department will provide prior written notice to the IBEW and the opportunity to meet and confer regarding the proposed action.

## **Article 9 - Reclassifications**

Reclassifications will be considered on an annual basis and in conjunction with the District's budget process. Upon the recommendation of the department manager, reclassification requests will be submitted to Human Resources during the month of February. Human Resources will review the requests and submit its recommendations to the Board of Directors for approval during the month of June. In its sole discretion, the Board of Directors may approve the reclassifications which will be included in the District's budget and shall be effective at the beginning of the new budget year.

Following final ratification of this Agreement by the Board of Directors, and during the term of this Agreement, the parties agree to meet and confer over reclassifications of bargaining unit members.

## **Article 10 – Health Benefits**

- A. The District shall provide medical benefits for each full-time unit member and their eligible dependents. During the term of this Agreement, the District may change plan(s) or carriers as long as there is no substantial reduction in benefits.
- B. The employee medical benefit and vision plan contributions shall be paid by the employee by automatic payroll deductions from the employee's bi-weekly paycheck without further authorization by the employee.

- C. Effective January 1, 2017, the District will implement plan design changes to the District's "Health Plan A," the High Deductible Health Plan, and the Mexico PPO Plan in accordance with the health plan provisions specified in Exhibit C, which is attached hereto and incorporated herein by reference.
- D. Employees and their qualifying dependents shall have the option of enrolling in the District's Plan A (standard PPO plan) or the District's High Deductible Health Plan B that is paired with a Health Savings Account.
- E. Effective January 1, 2016, the District's maximum contribution per month per employee for medical and prescription benefit coverage in the District's Health Plan A, District's High Deductible Health Plan B and Mexico PPO shall be as follows:

<b>Tier</b>	<b>Monthly Cap</b>
Employee Only	\$635.27
Employee Plus One	\$1,131.82
Employee Plus Two or Three	\$1,271.70
Employee Plus Four or More	\$1,907.59

**For Employees Enrolled in Plan A**

Effective January 1, 2024, the monthly medical benefit plan contributions paid by employees enrolled in Plan A by automatic payroll deductions from the employee's bi-weekly paycheck shall be as follows:

<b>Tier</b>	<b>Monthly Contribution</b>	<b>Bi-Weekly Contribution</b>
Employee Only	\$121.99	\$56.30
Employee Plus One	\$217.35	\$100.32
Employee Plus Two or Three	\$244.23	\$112.72
Employee Plus Four or More	\$366.32	\$169.07

**For Employees Enrolled in the High Deductible Health Plan B**

Effective January 1, 2024, the monthly medical benefit plan contributions paid by employees enrolled in the High Deductible Health Plan B by automatic payroll deductions from the employee's bi-weekly paycheck shall be as follows:

<b>Tier</b>	<b>Monthly Contribution</b>	<b>Bi-Weekly Contribution</b>
Employee Only	\$45.71	\$21.10
Employee Plus One	\$81.43	\$37.58
Employee Plus Two or Three	\$91.50	\$42.23
Employee Plus Four or More	\$137.24	\$63.34

Any amounts in excess of the District's maximum contribution per month per employee for medical and prescription benefit coverage, as set forth above, shall be paid for by the unit member by bi-weekly payroll deductions in equal bi-weekly amounts without further authorization by the employee.

Employees may, at their choosing, make pre-tax contributions to a Health Savings Account that will be paired with their High Deductible Health Plan up to the IRS pre-tax maximum. Employees age 55 or older may make an additional \$1,000 pre-tax

contribution to their Health Savings Account. The District does not contribute to employee Health Savings Accounts.

- F. For retired employees hired before May 17, 2013, the District shall continue to provide medical benefits on behalf of retired employees and their eligible dependents enrolled at the time of retirement for those retired unit members who have ten years of continuous full-time District employment and who retire between the ages of fifty-five (55) and sixty-five (65). This provision does not guarantee the continuance of any specific medical benefits plan by the District.

The Board reserves the right to adjust District and retiree contribution amounts toward retiree medical premiums.

- G. The District shall provide employee-only medical benefits on behalf of retired employees for those retired unit members who are first employed by the District on or after May 17, 2013, who have ten years of continuous full-time District employment, and who retire between the ages of sixty (60) and sixty-five (65).

This provision does not guarantee the continuance of any specific medical benefits plan by the District. The retired employee may continue to pay for any coverage for the employee's spouse and/or dependents as long as the retired employee makes regular and timely payments for the excess costs. The District's contribution for retiree medical benefits shall terminate upon the sooner of the retiree's 65th birthday, upon eligibility of the retired unit member for Medicare, or upon the date that the retiree becomes covered by another employer who provides full health benefits. In the event that the retired employee fails to make regular and timely payments to the District for the excess costs, the District's contribution for retiree medical benefits shall cease.

The Board reserves the right to adjust District and retiree contribution amounts toward retiree medical premiums.

## **Article 11 – Retirement**

The District offers the following three retirement plans:

A. 401(a) Defined Contribution Plan

All employees shall be enrolled in the District's 401(a) Defined Contribution Plan. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department's Health Benefits section. Effective January 1, 2024, or the pay-period following Board ratification, whichever is

later, the District's contribution to the 401(a) Plan shall be 10% of the employee's creditable compensation.

B. 457(b) Plan

The District offers a voluntary 457(b) retirement savings account for employees. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department's Health Benefits section. Employee contributions shall be on a pre-tax basis up to the annual IRS pre-tax limits. The District does not provide any contributions to an employee's 457(b) account.

C. 401(k) Plan

The District offers a 401(k)-retirement savings plan to each employee choosing to participate. The terms and conditions of this plan are set forth in the Summary Plan Description available in the District's Human Resources Department's Health Benefits section. Employee contributions shall be on a pre-tax basis up to the annual IRS pre-tax limits.

Effective January 1, 2018, the District will increase its contributions to the 401(k) plan for each participating employee in the amount of one dollar for every dollar the employee contributes to their own 401(k) plan up to an annual, calendar year maximum of one-percent (1%) of the employee's annual base salary.

## **Article 12 - No Concerted Refusals to Work**

- A. It is agreed and understood that there will be no strike, work stoppage, sick out, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the IID by the IBEW or by its officers, agents, or members during the term of this MOU, including compliance with the requests of other employees or labor organizations to engage in such activity.
- B. The IBEW recognizes the duty and obligation of its representatives to comply with the provisions of this MOU and to make every effort toward inducing all unit members or other employees to do so and to prevent any concerted refusal to work. In the event of a strike, work stoppage, sick out, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the IID by IBEW members, the IBEW agrees in good faith to take all necessary steps to cause those members to cease such action.

It is agreed and understood that any IBEW member violating this Article may be subject to discipline up to and including termination of employment by the IID.

- C. In the event of any concerted refusal to work, the IID has the right to suspend or modify any provision of this MOU concerning leaves of absence with regard to those IBEW members who participate in the concerted refusal to work. This may include, but is not limited to, requiring medical verification for absences where there is reason to believe that the absences are the result of or an expression of concerted activity prohibited by this Article.
- D. The IID and the IBEW agree that it is to their mutual benefit to encourage the resolution of differences through the meeting and negotiations process. Therefore, it is agreed that the IBEW will support this MOU for its term and will not appear before the Board of Directors to seek change or improvement in any matter subject to the meet and confer process except by mutual written agreement of the IID and the IBEW.

## **Article 13 – Negotiations Procedures**

- A. Negotiations shall take place at mutually agreeable times and places. The IBEW may designate up to a maximum of four (4) members of its bargaining team who

shall receive released time without loss of compensation during periods in which negotiations occur during the employee's work day. IBEW also may designate a fifth (5<sup>th</sup>) member of its bargaining team who shall be released from duty without pay when negotiations occur during the work day. This fifth member may not use vacation or other District paid leave benefits for the purposes of negotiations.

- B. Tentative agreements reached as a result of negotiations are subject to the ratification of the IBEW, Local Union 465 members and the Board. The IBEW shall notify the IID in writing when the tentative agreement has been ratified by its membership. The IID shall then place the tentative agreement on the agenda for ratification by the Board of Directors. Tentative agreements entered into subsequent to the first year of this MOU shall be ratified by the IBEW in the same manner as prescribed herein, incorporated into this MOU, signed by an authorized IBEW representative, and forwarded to the Board of Directors for final ratification.

## **Article 14 - Grievance Procedures**

### **A. Definitions**

1. A "grievance" is an allegation that there has been a violation, misinterpretation or misapplication of the specific provisions of the MOU. A grievance does not include employee discipline and/or discharge cases of any kind or the exercise of any other management right identified in Article 4 of the MOU.
2. A "grievant" can be one or more member(s) of the bargaining unit, or the IBEW itself.
3. "Day" means a day the District is open for business.

### **B. Scope**

1. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures must be undertaken under separate legal processes.
2. No grievance shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.
3. The Union retains the right to investigate any grievance by a member of the bargaining unit and to determine not to represent the member in the Grievance

Procedure when the Union has investigated and determined that the employee's grievance has no merit. The Union retains the right to do the same thing with regard to any proposed discipline against a member of the bargaining unit under the Discipline Policy (4350) and any complaint under the Complaint Policy (4351).

### C. Formal Levels

#### Step 1

Within ten (10) days after the occurrence of the act or omission or within ten (10) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this MOU and submit it to the Manager of Human Resources. Copies of the Step 1 grievance shall also be submitted by the grievant to the frontline supervisor and the IBEW Business Manager.

This statement shall include the specific facts and circumstances involved, the specific provision of the MOU allegedly violated, misinterpreted or misapplied, how the grievant was adversely affected, the decision rendered at the informal level, and the specific remedy sought.

After the grievance has been filed, within the above time limits, a personal conference will be held if requested in writing by the grievant or the frontline supervisor. The frontline supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the frontline supervisor does not respond within the time limits, the grievant may appeal to the next step.

#### Step 2

In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Department Head or designee within ten (10) days of the decision of the frontline supervisor. Copies of the Step 2 grievance shall also be submitted to the Manager of Human Resources and the IBEW Business Manager. If the decision by the frontline supervisor is not appealed within the ten (10) day period, any right to appeal shall be deemed waived. The statement shall include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.

Either the grievant or the Department Head or designee may request a personal conference within the above time limits. If either the grievant or the Department Head or designee requests a personal conference, there shall be a personal conference on the grievance.

The Department Head or designee shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision shall also be submitted by the grievant to the supervisor involved in the grievance, the Manager of Human Resources and the IBEW Business Manager. If the Department Head or designee does not respond within the time limits, the grievant may appeal to the next step.

### Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the Manager of Human Resources within ten (10) days of the decision of the Department Head or designee. A copy of the Step 3 grievance shall also be submitted to the IBEW Business Manager. If the decision by the Department Head or designee is not appealed within the ten (10) day period, any right to appeal shall be deemed waived. The statement shall include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.

Either the grievant or the Manager of Human Resources may request a personal conference within the above time limits. If either the grievant or the Manager of Human Resources requests a personal conference, there shall be a personal conference on the grievance.

The Manager of Human Resources shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision shall also be submitted by the grievant to the supervisor involved in the grievance and the IBEW Business Manager. If the Manager of Human Resources does not respond within the time limits, the grievant may appeal to the next step.

### Step 4

In the event that the grievant is not satisfied with the decision at Step 3, the IBEW may request to the Manager of Human Resources that the grievance be submitted to a neutral arbitrator within ten (10) days of the decision of the Manager of Human Resources. Such request must be in writing and shall be accompanied by a written statement from the IBEW agreeing to take the grievance to arbitration. If the request for arbitration is not filed within the ten (10) day period, any right to arbitrate the grievance shall be deemed waived.

The arbitrator shall be selected in revolving order from the following list of neutral hearing officers:

Robert Bergeson



The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and shall determine a settlement which will resolve the grievance.

The arbitrator shall be subject to the following limitations:

- 1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant.
- 2) The arbitrator shall have no power to establish salary structures.
- 3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- 4) All fees and expenses of the arbitrator shall be shared equally by the District and the IBEW. All other costs, except for release time for the grievant(s) and employee witnesses will be borne by the party incurring them.
- 5) If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or the grievant did not properly follow the Grievance Procedure, such a claim shall, at the option of the District and upon reasonable notice be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the IBEW prior to any hearing concerning any issue of arbitrability.
- 6) The decision of the arbitrator shall be binding on the grievant, the IBEW, and the District.
- 7) The arbitrator shall have no power to render a recommended settlement on a grievance filed before the effective date of this MOU or after the termination of this MOU.

#### D. Miscellaneous

- 1) No grievant shall use the Grievance Procedure to appeal any decision of the District or its representative if such decision is pursuant to any order of, or consent agreement with, any state or federal court, regulatory commission or agency.

- 2) For purpose of efficiency, the District or the IBEW may consolidate grievances involving similar issues.
- 3) Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement.
- 4) Time limits provided for at each level shall begin the day following the occurrence of the act or omission, the receipt of the grievance or appeal of written decision, etc. Time limits may be extended or shortened only by mutual agreement in writing.
- 5) A grievant may be represented at all steps of the Grievance Procedure by an IBEW designated representative.
- 6) The District shall not take reprisals against any member of the bargaining unit because he or she filed a grievance or participated in the processing of a grievance.
- 7) Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement.
- 8) The District shall not agree to a resolution of the grievance until the IBEW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 9) All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file. When it is necessary for a representative designated by the IBEW to attend a grievance meeting or hearing during the day, he or she will, upon written notice to the Manager of Human Resources by the IBEW Business Manager, be released without loss of pay in order to permit attending a grievance meeting or hearing in compliance with Article. No other release time without loss of pay shall be granted under this Article.
- 10) Upon at least forty-eight (48) hours prior written notice to the Manager of Human Resources, any unit member who is requested to attend a grievance meeting or hearing, as a witness will be released without loss of pay only for the grievance meeting or hearing.
- 11) The IBEW either on its own behalf or on behalf of more than one-unit member, may initiate a grievance at Step 1 of Formal Level or the appropriate level depending on who is being grieved.

## **Article 15 - Promotional Movement**

An IBEW member who completes their probationary period after a promotion to a higher classification shall not be eligible to return to their former position unless there is a budgeted vacancy in that position and it is approved by the District.

## **Article 16 - Effect of Agreement**

- A. The IID and the IBEW mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties as to those terms which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- B. The IID and the IBEW mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement or any extension thereof. During the term of this Agreement, the IID has the right to act on any matter not addressed in this Agreement as long as such action is not in violation of a specific term of this Agreement.
- C. To the extent any express term of this Agreement is in direct conflict with a term in any District Policy and Procedure, the Agreement term shall prevail and the Policy and Procedure shall be interpreted in a manner to conform it to the terms of this Agreement. The District may amend, change, delete or adopt policies and practices so long as such policies and practices do not violate specific and express terms of this Agreement.
- D. Following final ratification of this agreement by the Board of Directors, the District shall have one (1) Union non-voting representative attend the "Selection Oversight Committee" meetings to review the selection process for hourly representative classifications.

## **Article 17 – Union Leave**

- A. Union leave is defined as an employee taking a leave of absence from the District in order to serve the duties of an officer for IBEW Local 465. Not more than one (1) employee at any time shall be permitted a leave of absence for union leave. Any union leave approved by the District shall not exceed one (1) year unless expressly extended by the District. Any request for Union leave shall be submitted to the Department Manager and Manager of the Human Resources Department for approval. The Manager of the Human Resources Department will forward the request with a recommendation to the General Manager for approval or disapproval of the leave. Management will not unreasonable deny the requests. Reasonable grounds for denying Union Leave are operational necessity, staffing levels, and ability for other District employees to perform the job duties of the employee requesting Union Leave.
- B. During the time an employee is on Union leave, the employee shall be considered to no longer be employed by the District upon commencing Union leave. The employee shall be reinstated to the District to the same classification upon the end of the one-year Union leave, or any approved extension of Union leave, unless the classification to which the employee is returning would have been eliminated even if the employee had not taken Union leave.
- C. Upon the commencement of Union leave, the District shall terminate any medical and prescription benefits beginning the first of the month following the effective date of the Union leave. Reinstatement of medical and prescription benefits shall commence the first of the month following 31 days of full-time regular employment status following reinstatement from Union leave.
- D. Upon commencement of Union leave, the District shall terminate any contributions to the employee's 401(a) retirement plan effective the first of the month following the effective date of the Union leave. Reinstatement of District contributions to the 401(a) account shall commence the first of the month following six months of full-time regular employment status following reinstatement from Union leave.
- E. Any group term life insurance shall be terminated effective the first of the month following the effective date of the employee's Union leave. Reinstatement of contributions by the District to the employee's group term life insurance shall commence the first of the month following 31 days of full-time regular employment status following reinstatement from Union leave.
- F. Any other voluntarily benefits in which the employee participates will be terminated effective the end of the month in which the Union leave commences. The employee may be eligible for direct billing by the voluntary benefits provider. It is the employee's responsibility to contact the individual benefits provider and make any necessary arrangements for direct billing.

## **Article 18 – Labor Management Committee**

The Union and District agree to create a Labor-Management Committee (LMC). The intended purpose of the LMC is to meet at least quarterly, as mutually agreed to by the parties, to consider matters relating to employee safety, conflict resolution, general matters and improving communication. Meetings will be conducted during working hours. The LMC shall consist of an equal number of Union and Management but shall not exceed three representatives per side for any meeting. The District shall provide employee release time for the actual time it takes an employee to attend the meeting, with a minimum of two hours per employee per quarterly meeting.

### **One-time Off-schedule Lump Sum Payment:**

The District will provide an Off-schedule Lump Sum Payment of \$130.00 to be paid on January 12, 2024, or the first pay date following ratification of this Agreement by the Board of Directors, whichever is later. Hourly unit employees represented by IBEW still employed by the District on the actual pay-day will be eligible for the Off-schedule.

The one-time lump sum payment of \$130.00, will be paid by regular paycheck and paid on the designated payday identified above.

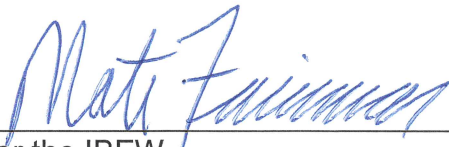
### **Other items:**

For reference only, but not as part of this MOU, the District and IBEW have agreed to modifications to the following policies/SOPs. The agreed-to modifications have been executed by the District and IBEW and apply to hourly employees:

- Safety Shoe Allowance. The District will increase the annual boot allowance to \$225 starting on year 2026.
- Holiday – Policy 4296.
  - Juneteenth holiday added to holiday schedule
- Standby Pay – Policy 4300.
  - Employee shall receive three-hours of standby pay for holidays as identified in IID calendar

- Working Hours and Wages – Policy 4221.
  - Increase swing shift premium pay to \$1.50 per hour worked
  - Increase graveyard shift pay to \$1.80 per hour worked
  - Increase employee notification to supervision of impending absence from 15 to 30 minutes
- Bilingual Pay - The District will adopt a new policy on Bilingual pay for certain areas of the Finance department.
  - Eligibility of bilingual pay would be exclusive to regular full-time Customer Accounts and Service Representative I and Customer Accounts and Service Representative II in the Customer Service Call Center, REAP, and Division Offices of the Finance Department who have completed one year of full-time employment with the District. The District shall cap the number of employees receiving bilingual pay to no more than fifty-percent of the total number of incumbents within the eligible classification.
  - Bilingual pay will apply to hours bilingual service work is performed and shall receive sixty-five (\$0.65) cents per hour for the work time designated as bilingual service work by supervisor.

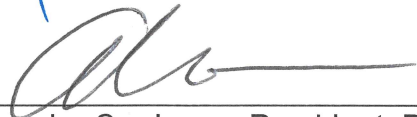
## Signatures

  
\_\_\_\_\_  
For the IBEW

Date: 12-5-23

  
\_\_\_\_\_  
Marcia V. Rivera for the District

Date: 12-05-23

  
\_\_\_\_\_  
Alexander Cardenas, President, Board of Directors  
For the District

Date: 12-5-2023

Ratified by the Governing Board of the District at an open Board meeting on

December 5, 2023.

## 2017 Employee Contributions – HSA (No Contribution)

Option - No HSA Contribution

MEDICAL PLAN		HSA (Plan A - Revised)		HSA (Plan B)	
Deductible (Ind / Fam)	Deductible Type	Network	Non-Network	Network	Non-Network
\$500 / \$1,000	Embedded	\$500 / \$1,000	\$700 / \$1,400	\$2,500 / \$4,500	\$2,500 / \$4,500
HSA Compatible	No			Aggregate	
				Yes	
OOP Max (Ind / Fam)	includes Deductible	\$2,200 / \$4,700		\$4,000 / \$8,000 <sup>3</sup>	\$5,500 / \$10,500
		Yes		Yes	
Office Visit		15%	50%	20%	50%
Lab/Xray		15%	50%	20%	50%
MRI, CT/PET Scan, etc.		15%	50%	20%	50%
Inpatient Hosp		\$220/unit + 15% <sup>2</sup>	50%	20%	50%
Outpatient (Surgery Center)		15%	50% (\$1,500 max)	20%	50% (\$1,500 max)
Emergency Room		15% <sup>4</sup>	15% <sup>1</sup>	20% <sup>4</sup>	20% <sup>1</sup>
Chiropractic		15%	50%	20%	50%
Acupuncture		15%	50%	20%	50%
PINNACLE (MEXICO PPO)		Mexico PPO Network		Mexico PPO Network	
Deductible		None		Included in Medical Deductible	
OOPM		None		Included in Medical OOPM	
		No Charge up to allowed Fee Schedule Amount		No Charge up to allowed Fee Schedule Amount	
		Retail	Mail Order	Retail	Mail Order
			None		Included in Medical Deductible
			\$4,800 / \$8,800		Included in Medical OOPM
		\$5	\$10	\$10	\$20
		50% to a Max of \$30	50% to a Max of \$60	50% to a Max of \$40	50% to a Max of \$80
		50% to a Max of \$80	50% to a Max of \$160	50% to a Max of \$100	50% to a Max of \$200
		50% to a Max of \$100	50% to a Max of \$200	50% to a Max of \$120	50% to a Max of \$240
PHARMACY PLAN		PHARMACY PLAN		PHARMACY PLAN	
Deductible					
OOPM					
Generic					
Brand - Formulary					
Brand - Non-Formulary					
Specialty					
RATES		RATES		RATES	
Active & Non-Medicare Retiree		Active & Non-Medicare Retiree		Active & Non-Medicare Retiree	

Current benefits shown here are for exhibit purposes only. In the case that benefits shown here differ slightly in detail or do not fully clarify exact current benefits, the current SPD will prevail as the governing document.

\$200 copay for non-emergent services

\$250 copay waived for Inpatient Hospitalization if Utilization Review obtained

ACA Mandates that each individual in a family plan must be able to satisfy their own COPIM based on the ACA limit for self only annual out-of-pocket-maximum of \$7,150. Once a member of a family hits \$7,150, the plan will pay 100% for that member.

\$150 copay for emergency room services (waived if admitted)

**HSA (No Contribution)**

- Revised PPO (Plan A) alongside HSA (Plan B)
  - ER copay to \$150 on both plans (Plan A and B) – for both emergent and non-emergent conditions
    - copay waived if admitted to the hospital
- **Plan A –**
  - Increase to Medical plan deductibles and the OOPM from Current
  - Pinnacle (Mexico PPO) plan benefits will not be subject to DHS Medical Plan Deductibles and OOP Max accumulators
- **Plan B (HSA) –**
  - Plan B is transitioned to an HSA Qualified High Deductible Health Plan
  - Pinnacle (Mexico PPO) plan benefits will be subject to DHS Medical Plan Deductibles and OOP Max accumulators
- IID's cost in this scenario is fixed by tier based on current negotiated cap amounts in place
- Employee contributions are 3.5% above current, impacted by the following:
  - The proposed plan design changes
    - Results in savings to employees by plan (average \$11 PEPM between plan A and B)
- **Proposal assumes no employer HSA funding**
- **Savings to renewal with plan changes**
  - Plan A – (-.4%)
  - Plan B – (-5.6%)



**Exhibit A – Hourly Classification**

Account Clerk  
Account Clerk, Senior  
Accounting Technician  
Accounting Technician, Senior  
Accounts Payable Specialist  
Accounts Payable Specialist, Lead  
Administrative Assistant I  
Administrative Assistant II  
Basin Operator  
Basin Operator, Leader  
Carpenter  
Carpenter, Foreman  
Carpenter, Leader  
Civil Construction Technician  
Claims Investigator I  
Claims Investigator II  
Clerical Technician  
Clerk, General  
Clerk, Senior  
Conservation Program Representative, Water I  
Conservation Program Representative, Water II  
Construction Resources Worker  
Construction Resources Worker, Foreman  
Construction Resources Worker, Leader  
Contract Specialist  
Control Operator, Apprentice  
Control Operator, Apprentice, Senior  
Control Operator, Journeyman  
Customer Account & Services Representative I  
Customer Account & Services Representative II  
Customer Account & Services Representative, Lead  
Customer Billing & Services Technician  
Customer Service, Project Inspector  
Customer Service, Project Inspector, Leader  
Customer Service, Proposal Representative I  
Customer Service, Proposal Representative II  
Distribution Estimator I  
Distribution Estimator II  
Distribution Estimator III  
Distribution System Operator  
Distribution System Operator, Leader  
Electric Powerline Inspector

Electric Systems Operator  
Electrician, Apprentice  
Electrician, Apprentice, Senior  
Electrician, Foreman  
Electrician, Journeyman  
Electrician, Leader  
Energy Efficiency Technician  
Engineering Aide I  
Engineering Aide II  
Engineering Aide III  
Engineering Technician I  
Engineering Technician II  
Engineering Technician III  
Field Service Technician  
Fire Extinguisher Technician  
Fleet Service, Leader  
Fleet Services Specialist  
Gardener  
Generation Instrument & Electrical Controls/Operator, Apprentice  
Generation Instrument & Electrical Controls/Operator, Apprentice, Senior  
Generation Instrument & Electrical Controls/Operator, Foreman  
Generation Instrument & Electrical Controls/Operator, Journeyman  
Generation Instrument & Electrical Controls/Operator, Leader  
GIS Technician I  
GIS Technician II  
Hatchery Operations Coordinator  
Hatchery Worker  
Hatchery Worker, Foreman  
Hatchery Worker, Leader  
Hazardous Materials Technician I  
Hazardous Materials Technician II  
Heavy Equipment Operator I  
Heavy Equipment Operator II  
Heavy Equipment Operator, Leader  
Heavy Transport Truck Driver  
Heavy Transport, Foreman  
Heavy Transport, Leader  
Human Resources Technician I  
Human Resources Technician II  
Human Resources Technician III  
Hydro Operator, Apprentice  
Hydro Operator, Apprentice, Senior  
Hydro Operator, Journeyman

Hydro Operator, Leader  
Hydrographic Technician  
Information Technology Technician  
Infrastructure Construction Inspector I  
Infrastructure Construction Inspector II  
Instrument/Electrician Technician, Apprentice  
Instrument/Electrician Technician, Apprentice, Senior  
Instrument/Electrician Technician, Foreman  
Instrument/Electrician Technician, Journeyman  
Instrument/Electrician Technician, Leader  
Janitor  
Line Clearance Trimmer  
Line Clearance Trimmer, Leader  
Line Clearance Trimmer, Trainee  
Lineman, Apprentice  
Lineman, Apprentice, Senior  
Lineman, Apprentice, Senior With Rubber Gloving  
Lineman, Foreman With Rubber Gloving  
Lineman, Journeyman With Rubber Gloving  
Lineman, Leader With Rubber Gloving  
Locksmith  
Locksmith/Cabling, Leader  
Machinist I  
Machinist II  
Machinist III  
Machinist, Leader  
Machinist/Metalsmith, Foreman  
Maintenance Carpenter I  
Maintenance Carpenter II  
Maintenance Carpenter III  
Maintenance Carpenter, Leader  
Materials Coordinator  
Materials Technician  
Materials Technician, Foreman  
Materials Technician, Leader  
Mechanic AAC Equipment  
Mechanic Auto III  
Mechanic Equipment Maintenance I  
Mechanic Equipment Maintenance II  
Mechanic Equipment Maintenance III  
Mechanic Equipment Maintenance, Leader  
Mechanic Generation, Apprentice  
Mechanic Generation, Apprentice, Senior



Mechanic Generation, Foreman  
Mechanic Generation, Journeyman  
Mechanic Generation, Leader  
Mechanic Heavy Equipment III  
Mechanic I  
Mechanic II  
Mechanic III  
Mechanic Refrigeration I  
Mechanic Refrigeration II  
Mechanic Refrigeration III  
Mechanic Refrigeration, Leader  
Mechanic, Foreman  
Mechanic, Leader  
Metalsmith I  
Metalsmith II  
Metalsmith III  
Metalsmith, Leader  
Meter Reader  
Meter Reader, Senior  
Meter Route Specialist  
Meter Technician, Apprentice  
Meter Technician, Apprentice, Senior  
Meter Technician, Foreman  
Meter Technician, Journeyman  
Meter Technician, Leader  
Operations Analyst, Water I  
Operator, Line Equipment  
Payroll Administrative, Assistant  
Personal Computer Technician  
Planner/Scheduler  
Plumber  
Plumber, Leader  
Power Dock Attendant  
Power Dock Materials Coordinator  
Power Plant Mechanic/Operator, Apprentice  
Power Plant Mechanic/Operator, Apprentice, Senior  
Power Plant Mechanic/Operator, Foreman  
Power Plant Mechanic/Operator, Journeyman  
Power Plant Mechanic/Operator, Leader  
Power Troubleshooter  
Power Troubleshooter, Foreman  
Power Troubleshooter, Leader  
Printer Coordinator

Printing Press Operator  
Program Compliance Representative  
Programmer, Senior  
Property Damage & Claims Adjuster  
Purchasing Technician I  
Purchasing Technician II  
Real Estate Services Coordinator  
Records Specialist I  
Records Specialist II  
Regulatory & Emergency Planning Coordinator I  
Regulatory & Emergency Planning Coordinator II  
Regulatory & Emergency Planning Technician  
Regulatory Compliance Technician  
Relay Technician, Apprentice  
Relay Technician, Apprentice, Senior  
Relay Technician, Foreman  
Relay Technician, Journeyman  
Relay Technician, Leader  
Reliability Compliance Technician  
Resource Scheduler  
Safety Technician I  
SCADA/Telecommunications, Apprentice  
SCADA/Telecommunications, Apprentice, Senior  
SCADA/Telecommunications, Foreman  
SCADA/Telecommunications, Journeyman  
SCADA/Telecommunications, Leader  
Secretary, Administrative  
Security Guard  
Service Desk Technician  
Service Representative I  
Service Representative II  
Service Station, Foreman  
Shift Supervisor  
Shift Supervisor, Systems Operations  
Steam Plant Technician I  
Substation Electrician, Apprentice  
Substation Electrician, Apprentice, Senior  
Substation Electrician, Foreman  
Substation Electrician, Journeyman  
Substation Electrician, Leader  
Survey Party Chief  
Survey Technician  
Telecommunications Technician, Apprentice

Telecommunications Technician, Apprentice, Senior  
Telecommunications Technician, Foreman  
Telecommunications Technician, Journeyman  
Telecommunications Technician, Leader  
Utility Alert Coordinator  
Utility Worker  
Vegetation Line Clearance Inspector  
Water Conservation Data Technician I  
Water Conservation Data Technician II  
Water Dispatcher I  
Water Dispatcher II  
Water Dispatcher Specialist  
Water Division Coordinator  
Water Patrolman  
Work Order Control Coordinator  
Work Order Scheduler  
Zanjero