MEMORANDUM OF UNDERSTANDING

BETWEEN THE

IMPERIAL IRRIGATION DISTRICT

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 465

Expiring on December 31, 2020
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, 2020. The calendar year of this Agreement shall be from January 1 to December 31 of the applicable year.

B. Either party may reopen Article 10 (Health Benefits) to negotiate plan design changes to the District's medical and prescription drug programs for the 2019 plan year. The party requesting to reopen Article 10 shall submit an initial proposal to the other party on or before July 1, 2018.

Either party may reopen Article 10 (Health Benefits) to negotiate plan design changes to the District's medical and prescription drug programs for the 2020 plan year. The party requesting to reopen Article 10 shall submit an initial proposal to the other party on or before July 1, 2019.

Either party may initiate negotiations for a successor agreement by submitting its initial proposal to the other party on or before July 1, 2020.

C. Unless extended by a signed Agreement between the parties, this Agreement shall expire on December 31, 2020.

D. 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...

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 layoff 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 his or her own behalf in his or her 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, 2018, or the first full pay period after ratification of this Agreement by the Board of Directors, whichever is later, there shall be a two percent (2%) on-schedule salary increase and it 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 2% on-schedule increase results in a salary increase to their new job classification that exceeds their redlined pay rate.

B. Effective January 1, 2019, there shall be a two-percent (2%) across-the-board on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 2% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.

C. Effective January 1, 2020, there shall be a two-percent (2%) across-the-board on-schedule salary increase for all classifications in the bargaining unit. All employees who are redlined will not receive any salary increase unless the 2% on-schedule increase results in a salary increase to their job classification that exceeds their redlined pay rate.
C. Following ratification of this Agreement by the Board of Directors, the District will conduct a desk audit of the following positions which the parties agree may have potential inequities in salary:

1. Basin Operator

2. Electrician Series – Not including Substation Construction Unit
   - Electrician Apprentice
   - Electrician Senior Apprentice
   - Electrician Journeyman
   - Electrician Leader
   - Electrician Foreman

3. Telecommunications Technician Series
   - Telecommunications Technician Apprentice
   - Telecommunications Technician Senior Apprentice
   - Telecommunications Technician Journeyman
   - Telecommunications Technician Leader
   - Telecommunications Technician Foreman

4. SCADA/Telecommunications Series
   - SCADA/Telecommunications Apprentice
   - SCADA/Telecommunications Senior Apprentice
   - SCADA/Telecommunications Journeyman
   - SCADA/Telecommunications Leader
   - SCADA/Telecommunications Foreman

5. GIS Technician Series
   - GIS Technician I
   - GIS Technician II

6. Power Plant Mechanic/Operator Series
   - Power Plant Mechanic/Operator Apprentice
   - Power Plant Mechanic/Operator Senior Apprentice
   - Power Plant Mechanic/Operator Journeyman
   - Power Plant Mechanic/Operator Leader
   - Power Plant Mechanic/Operator Foreman

7. Heavy Equipment Operator II

The District will complete the desk audits by June 30, 2018. Upon completion of the desk audits, the District will meet and confer with IBEW regarding the appropriate salary adjustment to be made to the position, if any, which will be included in the budget and implemented in 2019.
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. 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.

B. 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 A which is attached hereto and incorporated herein by reference.

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 that is paired with a Health Savings Account.

Effective January 1, 2016, the District’s maximum contribution per month per employee for medical and prescription benefit coverage in the District’s Plan A, District’s High Deductible Health Plan and Mexico PPO shall be as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$635.27</td>
</tr>
<tr>
<td>Employee + 1</td>
<td>$1,131.82</td>
</tr>
<tr>
<td>Employee + 2 or 3</td>
<td>$1,271.70</td>
</tr>
<tr>
<td>Employee+4 or more</td>
<td>$1,907.59</td>
</tr>
</tbody>
</table>

For Employees Enrolled In Plan A

Effective January 1, 2017, 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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$86.05</td>
</tr>
<tr>
<td>Employee +1</td>
<td>$153.32</td>
</tr>
<tr>
<td>Employee +2 or 3</td>
<td>$172.28</td>
</tr>
<tr>
<td>Employee +4 or more</td>
<td>$258.40</td>
</tr>
</tbody>
</table>

For Employees Enrolled in the High Deductible Health Plan

Effective January 1, 2017, the monthly medical benefit plan contributions paid by employees enrolled in the High Deductible Health Plan by automatic payroll deductions from the employee’s bi-weekly paycheck shall be as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>$13.39</td>
</tr>
<tr>
<td>Employee +1</td>
<td>$23.85</td>
</tr>
<tr>
<td>Employee +2 or 3</td>
<td>$26.80</td>
</tr>
<tr>
<td>Employee +4 or more</td>
<td>$40.19</td>
</tr>
</tbody>
</table>

Any amounts in excess of the maximum monthly District contributions identified 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 his/her Health Savings Account. The District does not contribute to employee Health Savings Accounts.

C. 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.

D. 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:

**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

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District’s Human Resources Department’s Benefits section. Effective January 1, 2017, the District’s contribution to the 401(a) plan shall be 9% of the employee’s creditable compensation.

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 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.

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. 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) plans for each participating employee in the amount of one dollar for every dollar the employee contributes to his/her 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 (5th) 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

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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.

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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:

David Hart
Joseph Gentile
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.

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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 his or her probationary period after a promotion to a higher classification shall not be eligible to return to his or her 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.

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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. The following IID Policy and Procedures, which are attached hereto and incorporated by reference, shall be modified for members of IBEW:

- Policy No.: 3105 – Eye Protection Furnished by IID
- Policy No.: 4103 – Seniority
- Policy No.: 4221 – Working Hours and Wages
- Policy No.: 4295 – Sick Leave
- Policy No.: 4354 – Drug & Alcohol Abuse
- Policy No.: 4355 – Department of Transportation (DOT)/Drug and Alcohol Abuse for DOT Covered Employees
- Policy No.: 4706 – Retirement Gifts

E. Following final ratification of this agreement by the Board of Directors, the District will establish a committee comprised of members of District management and IBEW representatives to explore a uniform program which may include alternate uniform vendors, uniform allowances, and uniform options. The goal of the committee shall be to achieve cost effective methods for the administration of uniforms while maintaining the District’s policies and requirements for appropriate uniforms. The recommendations made by the committee shall not be binding. The District reserves the right to determine if changes to the uniform policy will be made. If the District ultimately proposes changes to the uniform policy which impact wages, hours or other terms and conditions of employment, such changes will be negotiated.

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