

Exhibit B

Memorandum of Understanding

Working Supervisors Unit

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF IMPERIAL
AND THE
WORKING SUPERVISORS BARGAINING UNIT

EXPIRING
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027

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The County of Imperial (County) and its Working Supervisors Bargaining Unit (WSU) enter into this Memorandum of Understanding (MOU) between the parties effective through June 30, 2027.

ARTICLE 1. Term

Upon agreement of the parties, ratification by the bargaining units and adoption by the Board of Supervisors this MOU shall be in effect for the term of July 1, 2025 through June 30, 2027.

Between March 1 and March 30, 2027, the bargaining unit shall submit a written request to begin negotiations for a successor MOU to the County. Failure to provide notice within this time period shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained therein.

ARTICLE 2. Group Health Insurance and Life Insurance

- A. Effective January 1, 2026, for the period of January 1, 2026 through December 31, 2027, each unit member's total bi-weekly contributions toward the purchase of one of the two County health benefit plans shall be as follows:

Medical Premiums (Calendar Year 2026)	Employee Only	Employee & Spouse	Employee & Children	Employee, Spouse & Children
Employee Cost Plan 1 (\$500 deductible)	\$70.45	\$184.83	\$159.42	\$273.84
Employee Cost Plan 2 (\$1,500 deductible)	\$9.23	\$30.80	\$13.37	\$44.16
Dual Buy Up (\$500 deductible)	n/a	\$154.03	n/a	\$229.68
Dual (\$1,500 deductible)	n/a	\$0.0	n/a	\$0.0

- B. All future increases, including any increases effective on January 1, 2028 in either the County's contribution and/or in the unit member's contribution toward full payment of the premium for any of the above health plans, shall be paid automatically by each unit member by payroll deductions from the unit member's bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor MOU or other mutual agreement between Working Supervisors Unit bargaining unit and the Board of Supervisors.
- C. Effective January 1, 2026, the County Health Plan is configured as follows:

Effective January 1, 2026

	Plan I	Plan II
Maximum Lifetime Benefit		
Per Employee, Dependent	N/A	N/A
Annual Deductible (1)		
Individual	\$500	\$1,500
Family	\$1,000	\$3,000
In-Hospital Admission Fee (2)		
(For medical and mental health services)	\$250 per day (3 day max)	\$250 per day (3 day max)
Emergency Room Services	\$100	\$100
Co-Insurance		
(For medical and mental health services)		
Preferred Providers	20%	20%
Out-of Pocket Limit (individual)	\$3,000	\$6,000
Out-of Pocket Limit (family)	\$6,000	\$12,000
Non-Preferred Providers (4)	40%	40%
Out-of Pocket Limit (individual)	\$6,000	\$12,000
Out-of Pocket Limit (family)	\$12,000	\$24,000
Prescription Drug Benefit		
Brand (Deductible per individual)	\$200 Separate Deductible	\$350 Separate Deductible
Brand (Co-insurance)	20%	20%
Generic (Deductible per individual)	\$0	\$0
Generic (Co-insurance)	n/a	n/a
Chiropractic Benefit	80%	Not Covered
Annual Maximum	\$125	Not Covered
Cost Containment (3)	Included	Included

	All Plans	All Plans
Preventive Care Benefits	PPO Deductible & Co-Insurance waived	Non-PPO Deductible Applied
Annual Health Appraisal Examination		
- Annual physical examination	No Charge	Not covered
- Routine laboratory services	No Charge	40%
Well Baby Care Benefits		
- Office visits	No Charge	Not covered
- Routine laboratory services	No Charge	40%
Immunizations & vaccinations including flu shot	No Charge	Not covered
Colorectal cancer screening	No Charge	Not covered
Osteoporosis screening (medically necessary)	No Charge	40%

Benefit Modifications:

- **Generic Prescriptions:** No annual deductible or co-insurance will be applied
- **Diabetes Management Training:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Respiratory Therapy:** Subject to Deductible, covered at 80% in network & 60% out of network.
- **Out of Network Emergency Services** (as defined under plan document): covered at 80% in & out of network.
- **Out of Network Dialysis:** covered at 80% in network & 80% out of network - when no network option is available.

(1) Annual Deductible is applied for Inpatient Services at all hospitals

Deductible and Co-Insurance waived for Mexicali, (Mexico) Preferred Providers (PPO) up to \$5000.

Separate Mexico Network \$10 co-pay applies to all doctor's visits (office and specialist visit), and medical procedures (including but not limited to lab services, x-rays, surgeries and physical therapy)

(2) In-Hospital Admission Fee is separate from the Annual Deductible and will be charged for inpatient services

provided in El Centro Regional Medical Center and Pioneers Memorial Hospital

(3) Second Surgical Opinion, Hospital Pre-Certification, Length of Stay Review, Pre-Admission Testing and Medical Case Management.

(4) For services by Non-Preferred Providers, the County will only pay 60% of the allowable amount, the employee is responsible for all other charges.

Employee is responsible to verify the status of a Preferred or non-Preferred Provider prior to receiving services.

Teladoc \$10 per visit at www.teladoc.com

- D. The selection of one of the two plans in paragraph A above shall be at each unit member's option, which must be exercised in writing by each unit member during the open enrollment periods established by the County. If a unit member makes no selection during the enrollment period, the County will select employee only coverage under Plan II above and apply its total contribution toward the payment of the premium for that plan. Any increases in the cost of Plan II shall be paid automatically by each unit member by payroll deduction from the unit members bi-weekly paycheck without further authorization by the unit member unless mutually agreed otherwise in a successor or other mutual agreement between the WSU and the Board of Supervisors or a unit member chooses to select another plan option during the open enrollment period prior to January 1 of the year in which the increase shall become effective. Unit members will be notified of any increases in the premiums for the health plan, which will be effective at the beginning of the plan year on January 1. Such notice shall be provided no later than sixty (60) calendar days prior to the end of the plan year in which such increase is to commence. Such notice shall also identify a period prior to the end of the plan year, which shall be the open enrollment period.
- E. During the term of this MOU, a unit member may also purchase vision and dental benefits under the plans approved by the Board of Supervisors. A unit member must elect to participate in writing during the enrollment periods established by the County. The full cost of any plan selected by a unit member will be paid through an automatic payroll deduction from the unit member's bi-weekly paycheck.

- F. The County shall provide to each member of this bargaining unit group life insurance coverage in the amount of \$125,000.

ARTICLE 3. Salaries

Salary Wage Adjustment:

The County proposes a 3% base wage adjustment effective first full pay period in July 2025 or effective the first full pay period following ratification of the MOU, whichever is later.

The County proposes a 3% base wage adjustment effective first full pay period in July 2026.

The compensation increases provided during the term of this agreement shall satisfy any and all obligations of the parties to reopen Article 3 of the MOU for further negotiations. No further reopeners on economic issues, including salaries, shall be required during the term of this MOU. No further reopeners on economic issues, including across-the-board salaries, shall be required during the term of this MOU. Notwithstanding this provision, the parties agree to meet and confer over the potential implementation of adjustments to the compensation of individual classifications based on the County's pending Classification and Compensation Study. Any agreed upon adjustments resulting from the meet and confer process will be memorialized in a side letter of agreement

ARTICLE 4. Bilingual Differential Pay

Effective one full pay period following ratification of this MOU, the County shall compensate all employees entitled to the Bilingual Differential Pay pursuant to the Policy and Procedures for Payment of Bilingual Differential. Payment shall be in the amount of thirty dollars (\$30.00) per pay period. No deduction shall be made for days not worked due to holidays or due to authorized vacation or sick leave.

ARTICLE 5. Bereavement Leave

Every unit member holding a permanent, full-time position in the unit shall be entitled to bereavement leave without a charge being made for such leave to the employee's accumulated sick-leave benefits for up to three (3) bereavement leave incidents per fiscal year as follows:

- A. Five (5) days of "bereavement leave" for each death in the employee's immediate family for incidents occurring within 250 miles of the eligible employee's residence.
- B. Seven (7) days of "bereavement leave" for each death in the employee's immediate family for incidents, which occurs beyond a 250-mile radius of the eligible employee's residence.
- C. "Immediate family" for purposes of this benefit, is defined to include the employee's spouse, domestic partner, grandfather, grandmother, spouse's or domestic partner's grandfather or grandmother, father, mother, father-in-law, mother-in-law, son, son-in-law, daughter,

daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild of either spouse or domestic partner or employee, and any relative living in the immediate household and any of the equivalent step relationships of the listed above.

- D. An employee shall be entitled to no more than twenty one (21) days of leave under this Article per fiscal year. However, the total allowable days shall be determined by the actual incidents, not to exceed fifteen days. Unused leave under this Section shall not accumulate from year to year.

ARTICLE 6. Retirement Benefits

- 6.1 Effective July 1, 2005, the County began providing to eligible bargaining unit members who are general members of the County Retirement System as opposed to safety members, the enhanced retirement benefits provided for in California Government Code section 31676.14 under the County Employees Retirement Law of 1937 on the terms and conditions set forth in this Article 6.
- 6.2 Pursuant to Government Code section 31676.14 and 31678.2, the County Board of Supervisors adopted a Resolution, which provided to eligible general retirement members an increase in the general service retirement allowance under the terms and conditions of Government Code sections 31676.14 and 31678.2, which shall be subject to the conditions set forth in this Article. Government Code sections 31676.14 and 31678.2 are incorporated by reference herein as though fully set forth.
- 6.3 Adoption of the resolution for the increased retirement benefit described in this Article was conditioned upon all eligible unit members paying the full additional contributions of both the County and the general member for the benefit upon the effective date of the benefit and any increases in the contributions of the general member and/or the County thereafter. The Retirement Board will set the exact current amount.
- 6.4 General members eligible for the benefit described in Section 6.1 above shall not be required to pay any estimated unfunded liability for the benefit, which existed prior to the effective date of the resolution whether known, or unknown by the County.
- 6.5 Both legacy employees and PEPRA employees are responsible for payment of the UAAL for the supplemental retirement benefit. Under the original resolution providing for this supplemental retirement benefit, all members agreed to bear responsibility for the full payment of the UAAL associated with the supplemental retirement benefit such that the County would bear no additional cost. This obligation was and remains an obligation of all members in perpetuity. The legacy members shall continue to be required to pay the UAAL for supplemental retirement benefit in order to maintain the benefit. As PEPRA employees are not eligible to receive such benefit, the County agrees to make the required payment of the UAAL on behalf of the PEPRA employees effective first pay period following ratification of the MOU, whichever is later. Such contributions on behalf of the County shall be non-refundable to the member.

- 6.6 The County's obligation to pay the UAAL for the enhanced benefit on behalf of PEPRA employees shall terminate upon the expiration of this Agreement – i.e., June 30, 2027. At that time, the County will have no further obligation to make further payments of the UAAL for PEPRA employees absent an express agreement between the parties. Moreover, the County will have no obligation to make payments of the UAAL for PEPRA employees during the negotiation of a successor agreement. Instead, effective July 1, 2027, the arrangement will revert back to the original resolution with all members (both legacy and PEPRA) being required to bear the full responsibility for payment of the UAAL for the supplemental retirement benefit.

In accordance with Government Code section 7522.30, this provision is not intended to constitute a payment of any portion of the required employee contribution to the normal cost of the retirement benefits received by PEPRA employees. Should it subsequently be determined that this provision violates the prohibition on the County's ability to pay for the employee contribution to the normal cost of PEPRA employees' retirement benefits, the PEPRA employees will be immediately required to resume payment of their share of the UAAL for the supplemental retirement benefit.

- 6.7 Unit members waive any right or entitlement they might otherwise have had to payment by the County of any increased payroll costs for the increased retirement benefit pursuant to Government Code sections 31676.14 and 31678.2.
- 6.8 Subject to the applicable policies, procedures, practices, and regulations, the County contribution to the Imperial County Employees Retirement System for retirement on behalf of each legacy bargaining unit member will continue to include a portion of the employee's contribution, not to exceed three (3) percent, during the term of this Memorandum of Understanding.
- 6.9 Unit members acknowledge that contribution rates are adjusted annually through an actuarial study with contribution rates set by the Imperial County Board of Retirement. Unit members agree that they shall pay those contribution rates, including any applicable increases, as established by the Imperial County Board of Retirement and adopted by the Board of Supervisors for all retirement benefits, subject to those contributions agreed to by the County in sections 6.5 and 6.8.

ARTICLE 7. Nonservice Connected Disability Retirement Benefit

Pursuant to Government Code section 31727.7, nonservice-connected disability pensions shall be provided to all eligible bargaining unit members who are general or safety members based on years of credited service on the conditions set forth below:

- A. Pursuant to Government Code section 31727.7, a nonservice-connected disability allowance shall be provided to disability retirements effective on or after January 1, 2006, or sooner, in lieu of any other allowance to a general or safety member who has five (5) years or more credited service based on the following table:

Years of credited service: Percentage of final compensation

Five years, but less than six years	20.0
Six years, but less than seven years	22.0
Seven years, but less than eight years	24.0
Eight years, but less than nine years	26.0
Nine years, but less than ten years	28.0
Ten years, but less than eleven years	30.0
Eleven years, but less than twelve years	32.0
Twelve years, but less than thirteen years	34.0
Thirteen years, but less than fourteen years	36.0
Fourteen years, but less than fifteen years	38.0
Fifteen or more years	40.0

B. The non-service connected disability retirement allowance shall only apply to:

1. Persons who become members of the retirement system after the operative date prescribed in Section 3176.14;
2. Management and confidential employees and employees not part of a bargaining unit who were members prior to the operative date prescribed in Paragraph above and elect to be subject to this section on or after the operative date in Section 3176.14. The Board of Supervisors shall prescribe the time and conditions governing the election.

C. The non-service-connected disability retirement allowance described in paragraph A above shall not be enacted unless the representatives of all County bargaining units enter into a tentative agreement including this Article 5 requiring their members to be enrolled in this benefit on or before November 1, 2005.

ARTICLE 8. Re-opener Provisions

There will be no reopeners during the term of this MOU.

This Article shall in no way preclude the parties from meeting and conferring as required over any modification to the Drug and Alcohol Policy; County of Imperial Employee Handbook, Sexual Harassment Policy, FMLA Policy and the County of Imperial Employer-Employee Relations Policy; nor shall this Article preclude the parties' participation in any effects bargaining obligations pertaining to the exercise of the County's Management Rights.

ARTICLE 9. Birthday Holiday

Effective July 1, 2000, a birthday holiday (personal day) will be scheduled on or near the

Employee's such holiday shall not be carried over from year-to-year, and shall be scheduled in cooperation with the Department Head consistent with the operational needs of the County. The holiday shall be an eight-hour period within a single day for employees who work a regularly scheduled eight-hour day or a regularly scheduled nine-hour day and a ten-hour day if the unit member is regularly scheduled to work a ten-hour day.

ARTICLE 10. Tuition Reimbursements

Subject to existing policies and procedures, all unit members shall be eligible to participate in the County's Tuition Reimbursement for a total fiscal year amount of \$2,500 for undergraduate program and \$3,000 for graduate program. All other provisions are set forth in the County's Tuition Reimbursement Program Policy.

ARTICLE 11. Uniform Allowance

For covered classifications in the Public Works Department, Public Health Department and any other classification, which may be approved by the County Executive Officer, the county will do either of the following:

- A) Enter into a contract with another agency or enterprise to provide uniforms to all such employees, under reasonable standards established by the County; or
- B) Provide to each such employee a uniform allowance of \$550 per fiscal year.

The County shall pay the Parks Manager a uniform allowance of \$900.00 per year.

For covered classifications in Public Works Department, Public Health Department and any other classification, which may be approved by the County Executive Officer, the county will provide covered employees with boots of reinforced soles and non-steel toes. A credit will be made with a vendor in an amount up to a maximum of \$300.00 per fiscal year

ARTICLE 12. Pre Tax Contributions to Retirement Plan

The County proposes to treat employee contributions to the County Retirement Plan as if they were the employer contributions within the meaning of 26 U.S.C. sections 414(h)(2) which shall result in unit member contributions to the retirement plan being paid by unit members but being made on a pre-tax basis to reduce gross taxable wages. This proposal is conditional upon the agreement of all bargaining units. If all bargaining units tentatively agree in writing, the Board of Supervisors will adopt a resolution, which will become effective January 1, 2006. The parties agree that the County shall not be liable for and is no responsible for advising individual employees on the impacts of this plan on their current personal tax liability or upon the individual taxation of the withdrawal or receipt of retirement contributions as a result of the adoption of a resolution pursuant to this provision.

ARTICLE 13. AB 119 Employee Orientation

The County will provide a representative of the Working Supervisors Unit with 20 minutes at the end of each orientation (estimated from 11:40 a.m.-12:00 p.m.) to meet with new association members.

Additionally, the County will provide, within 30 days of hire and at least every 120 days, the name, job title, department, work location, work/home/cellular number, personal email addresses and home address that are on file with the County of Imperial Human Resources Department.

ARTICLE 14. On-Call Pay Public Works (Roads, Facilities, Solid Waste)

For classifications in Public Works who are required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 5-day workweek of "on-call" assignment pro-rated at the rate of \$20.00 for each workday of on-call service.

Any unit member required by their management level supervisor to be "on-call" shall be compensated \$100.00 dollars for each 2-day weekend of "on-call" assignment pro-rated at the rate of \$50.00 for each weekend day of on-call service.

Any unit member who is "on-call" shall be accessible by phone at all times to respond promptly to job-related telephone contacts. If necessary, they must leave his or her location within thirty (30) minutes and respond to the worksite within a reasonable period of time and/or required by his/her management. However, while "on-call" the employee shall be free to pursue personal matters, so long as he/she remains able to respond promptly to the contact and be ready to report to work if necessary, in accordance to all County policies.

Each unit member shall be required to keep a log of all "on-call" service and responses, on a form provided by the department. The employee will be paid his or her regular or overtime rate of pay, whichever is applicable, for time actually worked because of a response to a job-related contact during the period of "on-call" service.

ARTICLE 15. On-Call Supervising Vocational Nurse Psychiatric Technicians:

For Supervising Vocational Nurse Psychiatric Technicians, who are assigned to the Behavioral Health Department and required to be assigned to the on-call rotation, shall be compensated at one half (1/2) of his or her hourly rate of pay per each eight (8) hour on-call shift. In addition, the employee shall be paid his or her regular or overtime rate of pay, whichever is applicable, for time actually worked because of a response to a job related contact during the period of on-call service.

Any unit member who is "on-call" shall be accessible by phone at all times to respond promptly to job-related telephone contacts. If necessary, they must leave his or her location within thirty (30) minutes and respond to the worksite within a reasonable period of time and/or required by his/her management. However, while "on-call" the employee shall be free to pursue personal matters, so

long as he/she remains able to respond promptly to the contact and be ready to report to work if necessary, in accordance to all County policies.

Each unit member shall be required to keep a log of all "on-call" service and responses, on a form provided by the department.

Article 16. Classification and Compensation Study:

During the term of this MOU, the parties agree to meet and confer over the potential implementation of adjustments on the County's pending Classification and Compensation Study.


Article 17. Vacation Buy Back:

The County proposes unit members to participate in the vacation buy back program up to a maximum of 40 hours. All other criteria of the current program will apply.

Additional Items:

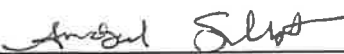
The County agrees to provide Working Supervisors Bargaining Unit members with Cesar Chavez Day (March 31) as a holiday in the same terms and conditions as those provided to in County Ordinance 3.08.250.

Dated: 6/20/25




For the Working Supervisors Bargaining Unit
Alex Gamboa, Representative

Dated: 6/20/25

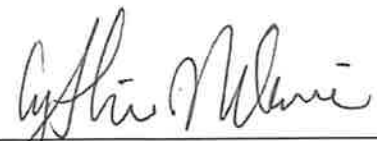


For the Working Supervisors Bargaining Unit
Representative

Dated: 6-24-25



For the County of Imperial
John Hawk, Chairman of the
Imperial County Board of Supervisors



Cynthia Medina
Clerk of the Imperial County Board of Supervisors

6/24/25
Date

Attachment A

WORKING SUPERVISORY UNIT

Positions	Range
Accounting Supervisor	231
Administrative Services Supervisor	256
Animal Control Supervisor	267
Animal Shelter Supervisor	232
Appraisal Supervisor	298
Assessment Services Supervisor	232
Assistant District Road Superintendent	248
Auditor-Appraiser Supervisor	304
Behavioral Health Fiscal Supervisor	298
Building Services Supervisor	187
Business Services Supervisor	256
Child Support Supervisor	262
Civil Division Supervisor	232
Crew Leader	244
Customer Service Supervisor	298
Eligibility Technician Supervisor	278
Employment and Training Worker Supervisor	278
Field Operations Crew Leader	232
Food Service Supervisor-Juvenile Hall	203
Help Desk Supervisor	242
Legal Office Supervisor I	221
Legal Office Supervisor II	242
Legal Office Supervisor III	277
Maintenance Supervisor – Corrections	259
Maintenance Supervisor I	237
Maintenance Supervisor II	279
Medical Records Supervisor	185
Medical Therapy Unit Supervisor	357
Mental Health Worker Supervisor	217
Office Assistant Supervisor I	222
Office Assistant Supervisor II	242
Office Supervisor I	221
Office Supervisor II	242
One Stop Services Manager	298

One Stop Site Supervisor	256
Park and Facilities Supervisor	257
Parks Manager	285
Payroll Coordinator	256
Planning Office Supervisor	227
Program Compliance Supervisor	256
Purchasing Supervisor	305
Regional Road Superintendent	278
Sheriffs Records Division Supervisor	256
Social Worker Supervisor I	299
Social Worker Supervisor II	321
Solid Waste Superintendent	257
Stripping and Sign Supervisor	237
Supervising Vocational Nurse/Psychiatric Technician	302
Supervising Vehicle and Light Equipment Mechanic	255
Tax Collections Specialist	258
Veterans Services Coordinator	242
Veteran Services Officer	330
Vector Control Supervisor	306
Victim/Witness Program Supervisor	300





I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 7/1/25

Approved by the Board of Supervisors

6/24/25 36

Date

Minute Order #

Clerk of the Board of Supervisors
County of Imperial

BY: M. Donayra
Deputy