

RESOLUTION NO. 2022 – 79

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AT-WILL MANAGEMENT EMPLOYEES (AWME) MEMORANDUM OF UNDERSTANDING (MOU) AND APPROVING THE REVISED SALARY SCHEDULES EFFECTIVE JULY 11, 2022, JANUARY 1, 2023, AND JULY 10, 2023

WHEREAS, on August 18, 2022, the Board of Directors of the Salinas Valley Solid Waste Authority approved the AWME MOU and Salary Schedule effective July 1, 2022, and,

WHEREAS, on October 18, 2022, the Board of Directors of the Salinas Valley Solid Waste Authority received a letter from the AWME requesting adjustments in their MOU cost-of-living (COLA) provisions based on parity/equity with the OE3 Unit MOU which was to be considered by the Board on the same date; and,

WHEREAS, the Board has considered the AWME request and agreed to amend the COLA provisions in the AWME MOU of August 18, 2022, to be equivalent to those of other units.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager and Chief Administrative Officer for the Authority is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 to the AWME MOU attached hereto and marked "Exhibit B".

BE IT FUTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Salary Schedule effective July 11, 2022, attached hereto and marked "Exhibit C" is hereby approved.

BE IT FUTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Salary Schedule effective January 1, 2023, attached hereto and marked "Exhibit D" is hereby approved.

BE IT FUTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Salary Schedule effective July 10, 2023, attached hereto and marked "Exhibit E" is hereby approved.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 15th day of December 2022, by the following vote:

AYES:	BOARD MEMBERS:	CRAIG, CULLEN, JIMENEZ, LOPEZ, ROCHA, SILVA, WHITE (ALT.)
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	PHILLIPS
ABSTAIN:	BOARD MEMBERS:	NONE

DocuSigned by:

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Christopher M. Lopez, President

ATTEST:

DocuSigned by:

887A8DFB22A74F6...
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:

B68FCEFB3424A5...
Roy C. Santos, General Counsel

EXHIBIT B

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY
AND THE AT-WILL MANAGEMENT EMPLOYEES**

This Amendment is made and entered into this 15th day of December 2022, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and the At-Will Management Employees (AWME) jointly referred to herein as "Parties."

The Authority and AWME entered into a successor MOU on August 18, 2022. All terms of the aforementioned MOU will continue in force, with the exception of the following amendments:

Article 5.1 "Salaries" is modified in its entirety to read as follows:

Cost of Living Adjustment 2022/23. Effective the first full pay period in July 2022 all Unit employees will receive a cost-of-living adjustment of 4.0% of base pay as reflected in the attached Salary Schedule, Exhibit C.

Article 5.2 "Salaries" is modified in its entirety to read as follows:

Cost of Living Adjustment 2023/24. Effective the first full pay period in July 2023 all Unit employees will receive a cost-of-living adjustment of 4.0% of base pay as reflected in the attached Salary Schedule, Exhibit D.

Article 5.3 "Salaries" is modified in its entirety to read as follows:

Cost of Living Adjustment 2024/25. Effective the first full pay period in July 2024, all Unit employees will receive a cost-of-living base pay increase of a minimum of 2% and maximum of 3.5% as determined by the Consumer Price Index US City Average Urban Wage Earner and Clerical Worker (CPI-W) percentage increase from December 2022 to December 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment No. 1 to the AWME MOU as of the day and year first below written.

On behalf of the AT-WILL MANAGEMENT EMPLOYEES

DocuSigned by:


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Cesar Zuniga, AWME

12/19/2022

Date:

DocuSigned by:


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Ray Hendricks, AWME

12/19/2022

Date:

DocuSigned by:

Mandy Brooks

856EF36C73884D7...

Mandy Brooks, AWME

12/19/2022

Date:

DocuSigned by:

Brian Kennedy

EA25513236F941A...

Brian Kennedy, AWME

12/19/2022

Date:

On behalf of the SALINAS VALLEY SOLID WASTE AUTHORITY

DocuSigned by:

Patrick Mathews

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R. Patrick Mathews, General Manager/CAO

12/19/2022

Date:

Attest:

DocuSigned by:

Erika Trujillo

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Erika J. Trujillo, Clerk of the Board

Approved as to Form:

DocuSigned by:

Roy C. Santos

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Roy C. Santos, General Counsel

Exhibit C

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA/CONVERT HCR TO SALARY)
AT WILL MANAGEMENT EMPLOYEES (AWME)
EFFECTIVE: JULY 11, 2022

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
		2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Assistant General Manager	Hourly	60,926	62,449	64,011	65,611	67,251	68,933	70,656	72,422	74,233	76,089
	Bi-Weekly	4,874.10	4,995.96	5,120.85	5,248.88	5,380.10	5,514.60	5,652.47	5,793.78	5,938.62	6,087.09
	Monthly	10,560.56	10,824.57	11,095.19	11,372.57	11,656.88	11,948.30	12,247.01	12,553.18	12,867.01	13,188.69
	Annual	126,726.69	129,894.85	133,142.23	136,470.78	139,882.55	143,379.62	146,964.11	150,638.21	154,404.16	158,264.27
Engineering and Environmental Compliance Manager	Hourly	55,511	56,898	58,321	59,779	61,273	62,805	64,375	65,985	67,634	69,325
	Bi-Weekly	4,440.85	4,551.87	4,665.67	4,782.31	4,901.87	5,024.41	5,150.02	5,278.77	5,410.74	5,546.01
	Monthly	9,621.84	9,862.39	10,108.95	10,361.67	10,620.71	10,886.23	11,158.39	11,437.35	11,723.28	12,016.36
	Annual	115,462.09	118,348.65	121,307.36	124,340.05	127,448.55	130,634.76	133,900.63	137,248.15	140,679.35	144,196.33
Finance and Administration Manager	Hourly	54,157	55,511	56,898	58,321	59,779	61,273	62,805	64,375	65,985	67,634
	Bi-Weekly	4,332.54	4,440.85	4,551.87	4,665.67	4,782.31	4,901.87	5,024.41	5,150.02	5,278.77	5,410.74
	Monthly	9,387.16	9,621.84	9,862.39	10,108.95	10,361.67	10,620.71	10,886.23	11,158.39	11,437.35	11,723.28
	Annual	112,645.94	115,462.09	118,348.65	121,307.36	124,340.05	127,448.55	130,634.76	133,900.63	137,248.15	140,679.35
Operations Manager	Hourly	54,157	55,511	56,898	58,321	59,779	61,273	62,805	64,375	65,985	67,634
	Bi-Weekly	4,332.54	4,440.85	4,551.87	4,665.67	4,782.31	4,901.87	5,024.41	5,150.02	5,278.77	5,410.74
	Monthly	9,387.16	9,621.84	9,862.39	10,108.95	10,361.67	10,620.71	10,886.23	11,158.39	11,437.35	11,723.28
	Annual	112,645.94	115,462.09	118,348.65	121,307.36	124,340.05	127,448.55	130,634.76	133,900.63	137,248.15	140,679.35
Resource Recovery Manager	Hourly	54,157	55,511	56,898	58,321	59,779	61,273	62,805	64,375	65,985	67,634
	Bi-Weekly	4,332.54	4,440.85	4,551.87	4,665.67	4,782.31	4,901.87	5,024.41	5,150.02	5,278.77	5,410.74
	Monthly	9,387.16	9,621.84	9,862.39	10,108.95	10,361.67	10,620.71	10,886.23	11,158.39	11,437.35	11,723.28
	Annual	112,645.94	115,462.09	118,348.65	121,307.36	124,340.05	127,448.55	130,634.76	133,900.63	137,248.15	140,679.35

Exhibit D

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (CONVERT 60 HRS MANAGEMENT LEAVE TO SALARY)
AT WILL MANAGEMENT EMPLOYEES (AWME)
EFFECTIVE: JANUARY 1, 2023

POSITION	STEP 1 2.5%	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%	
Assistant General Manager	Hourly	62,510	64,073	65,675	67,317	69,000	70,725	72,493	74,305	76,163	78,067	80,019
	Bi-Weekly	5,000.83	5,125.85	5,254.00	5,385.35	5,519.98	5,657.98	5,799.43	5,944.42	6,093.03	6,245.35	6,401.49
	Monthly	10,835.13	11,106.01	11,383.66	11,668.25	11,959.96	12,258.96	12,565.43	12,879.57	13,201.56	13,531.59	13,869.98
	Annual	130,021.58	133,272.12	136,603.92	140,019.02	143,519.50	147,107.49	150,785.17	154,554.80	158,418.67	162,379.14	166,438.82
Engineering and Environmental Compliance Manager	Hourly	56,954	58,378	59,837	61,333	62,866	64,438	66,049	67,700	69,393	71,128	72,906
	Bi-Weekly	4,556.31	4,670.22	4,786.98	4,906.65	5,029.32	5,155.05	5,283.92	5,416.02	5,551.42	5,690.21	5,832.46
	Monthly	9,872.01	10,118.81	10,371.78	10,631.07	10,896.85	11,169.27	11,448.50	11,734.72	12,028.08	12,328.79	12,637.01
	Annual	118,464.11	121,425.71	124,461.35	127,572.89	130,762.21	134,031.26	137,382.05	140,816.60	144,337.01	147,945.44	151,644.07
Finance and Administration Manager	Hourly	55,565	56,954	58,378	59,837	61,333	62,866	64,438	66,049	67,700	69,393	71,128
	Bi-Weekly	4,445.18	4,556.31	4,670.22	4,786.98	4,906.65	5,029.32	5,155.05	5,283.92	5,416.02	5,551.42	5,690.21
	Monthly	9,631.23	9,872.01	10,118.81	10,371.78	10,631.07	10,896.85	11,169.27	11,448.50	11,734.72	12,028.08	12,328.79
	Annual	115,574.74	118,464.11	121,425.71	124,461.35	127,572.89	130,762.21	134,031.26	137,382.05	140,816.60	144,337.01	147,945.44
Operations Manager	Hourly	55,565	56,954	58,378	59,837	61,333	62,866	64,438	66,049	67,700	69,393	71,128
	Bi-Weekly	4,445.18	4,556.31	4,670.22	4,786.98	4,906.65	5,029.32	5,155.05	5,283.92	5,416.02	5,551.42	5,690.21
	Monthly	9,631.23	9,872.01	10,118.81	10,371.78	10,631.07	10,896.85	11,169.27	11,448.50	11,734.72	12,028.08	12,328.79
	Annual	115,574.74	118,464.11	121,425.71	124,461.35	127,572.89	130,762.21	134,031.26	137,382.05	140,816.60	144,337.01	147,945.44
Resource Recovery Manager	Hourly	55,565	56,954	58,378	59,837	61,333	62,866	64,438	66,049	67,700	69,393	71,128
	Bi-Weekly	4,445.18	4,556.31	4,670.22	4,786.98	4,906.65	5,029.32	5,155.05	5,283.92	5,416.02	5,551.42	5,690.21
	Monthly	9,631.23	9,872.01	10,118.81	10,371.78	10,631.07	10,896.85	11,169.27	11,448.50	11,734.72	12,028.08	12,328.79
	Annual	115,574.74	118,464.11	121,425.71	124,461.35	127,572.89	130,762.21	134,031.26	137,382.05	140,816.60	144,337.01	147,945.44

Exhibit E

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
AT WILL MANAGEMENT EMPLOYEES (AWME)
EFFECTIVE: JULY 10, 2023

POSITION	STEP 1 2.5%	STEP 2 2.5%	STEP 3 2.5%	STEP 4 2.5%	STEP 5 2.5%	STEP 6 2.5%	STEP 7 2.5%	STEP 8 2.5%	STEP 9 2.5%	STEP 10 2.5%	STEP 11 2.5%
Assistant General Manager	Hourly	65,011	66,636	68,302	70,010	71,760	73,554	77,277	79,209	81,190	83,219
	Bi-Weekly	5,200.86	5,330.88	5,464.16	5,600.76	5,740.78	5,884.30	6,031.41	6,182.19	6,495.17	6,657.94
	Monthly	11,268.54	11,550.25	11,839.01	12,134.98	12,438.36	12,749.32	13,068.05	13,394.75	13,729.62	14,424.68
	Annual	135,222.44	138,603.01	142,068.08	145,619.78	149,260.28	152,991.78	160,736.99	164,755.42	168,874.30	173,096.16
Engineering and Environmental Compliance Manager	Hourly	59,232	60,713	62,231	63,786	65,381	67,016	68,691	70,408	72,169	73,973
	Bi-Weekly	4,738.56	4,857.03	4,978.45	5,102.92	5,230.49	5,361.25	5,495.28	5,773.48	5,917.82	6,065.76
	Monthly	10,266.89	10,523.56	10,786.65	11,056.32	11,332.72	11,616.04	11,906.44	12,204.11	12,509.21	12,821.94
	Annual	123,202.67	126,282.74	129,439.81	132,675.80	135,992.70	139,392.51	142,877.33	146,449.26	150,110.49	153,863.25
Finance and Administration Manager	Hourly	57,787	59,232	60,713	62,231	63,786	65,381	67,016	68,691	70,408	73,973
	Bi-Weekly	4,622.99	4,738.56	4,857.03	4,978.45	5,102.92	5,230.49	5,361.25	5,495.28	5,632.66	5,773.48
	Monthly	10,016.48	10,266.89	10,523.56	10,786.65	11,056.32	11,332.72	11,616.04	11,906.44	12,204.11	12,509.21
	Annual	120,197.73	123,202.67	126,282.74	129,439.81	132,675.80	135,992.70	142,877.33	146,449.26	150,110.49	153,863.25
Operations Manager	Hourly	57,787	59,232	60,713	62,231	63,786	65,381	67,016	68,691	70,408	73,973
	Bi-Weekly	4,622.99	4,738.56	4,857.03	4,978.45	5,102.92	5,230.49	5,361.25	5,495.28	5,632.66	5,773.48
	Monthly	10,016.48	10,266.89	10,523.56	10,786.65	11,056.32	11,332.72	11,616.04	11,906.44	12,204.11	12,509.21
	Annual	120,197.73	123,202.67	126,282.74	129,439.81	132,675.80	135,992.70	142,877.33	146,449.26	150,110.49	153,863.25
Resource Recovery Manager	Hourly	57,787	59,232	60,713	62,231	63,786	65,381	67,016	68,691	70,408	73,973
	Bi-Weekly	4,622.99	4,738.56	4,857.03	4,978.45	5,102.92	5,230.49	5,361.25	5,495.28	5,632.66	5,773.48
	Monthly	10,016.48	10,266.89	10,523.56	10,786.65	11,056.32	11,332.72	11,616.04	11,906.44	12,204.11	12,509.21
	Annual	120,197.73	123,202.67	126,282.74	129,439.81	132,675.80	135,992.70	142,877.33	146,449.26	150,110.49	153,863.25

RESOLUTION 2022 – 48

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE AT-WILL MANAGEMENT EMPLOYEES FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025

WHEREAS, the most recent Memorandum of Understanding between the Salinas Valley Solid Waste Authority (“Authority”) and the At-Will Management Employees (“AWMEs”) expired on June 30, 2022; and,

WHEREAS, the General Manager in his designated capacity as the Personnel Officer and in consultation with the Board and Executive Committee, has negotiated in good faith with the AWMEs to develop the attached successor AWME MOU 2022-25 presented herein for Board consideration.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors does hereby find, determine and resolve as follows:

Section 1: The General Manager/CAO is authorized to execute the Memorandum of Understanding between the Authority and the AWMEs as attached hereto and marked “Exhibit A.”

Section 2: The Memorandum of Understanding between the Authority and the AWMEs as attached hereto and marked “Exhibit A” is approved, adopted and implemented as of August 18, 2022 and pursuant to the provisions contained therein.

Section 3: The Clerk of the Board shall certify to the adoption of this Resolution and deem it effective as of August 18, 2022, but with some provisions therein being expressly retroactive to July 1, 2022.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 18th day of August 2022 by the following vote:

AYES: BOARD MEMBERS: CULLEN, CROMEENES, JIMENEZ, LOPEZ, PHILLIPS, ROCHA, OSORNIO, TIPTON

NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: CRAIG, SILVA

ABSTAIN: BOARD MEMBERS: NONE

DocuSigned by:

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Christopher M. Lopez, President

ATTEST:

DocuSigned by:
Erika Trujillo
087ACDEB22A74E6

Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Roy C Santos
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Roy C. Santos, Authority General Counsel

Exhibit A: AWME MOU 2022-25

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SALINAS VALLEY SOLID WASTE AUTHORITY
AND
AT-WILL MANAGEMENT EMPLOYEES (AWME)
JULY 1, 2022 THROUGH JUNE 30, 2025**

Article 1 PARTIES, TERM AND ADOPTION OF SUCCESSOR MOU

- 1.1 Parties. This successor Memorandum of Understanding (“MOU”) is between the Salinas Valley Solid Waste Authority, a joint powers authority and a governmental entity separate from its member agencies and organized under the laws of the State of California pursuant to a Joint Powers Agreement (hereinafter referred to as the "Authority"), and the informally recognized At-Will Management Employees (hereinafter referred to as the "AWME”).
- 1.2 Term. This successor MOU commences July 1, 2022 through and including June 30, 2025.
- 1.3 Adoption. This successor MOU shall be presented to the Board of Directors of the Authority as the CAO’s and AWME’s joint recommendation for the salary and benefits for the AWMEs for the period commencing July 1, 2022 and ending June 30, 2025. Upon approval of this MOU by resolution by the Board of Directors of the Authority all provisions shall be retroactive to July 1, 2022, except as otherwise expressly stated herein.

Article 2 EMPLOYMENT DESCRIPTION

- 2.1 Authority Representative. The Authority’s Chief Administrative Officer (“CAO”), or any person or organization duly authorized by the CAO, shall be the representative of the Authority in all employer-AWME relations.
- 2.2 AWME Status. AWMEs are each independent, at-will employees of the Authority who have been informally recognized and have chosen to consult collectively with the Authority for salaries and benefits for the classifications listed in Section 2.3 below for a successor MOU, with the prior AWME MOU expiring June 30, 2022. As such, all current AWMEs shall execute this MOU to evidence their agreement hereto.

2.3 AWME Composition. The AWME is comprised of all employees employed by the Authority in the following classifications:

2.3.1 Operations Manager

2.3.2 Finance and Administration Manager

2.3.3 Resource Recovery Manager

2.3.4 Engineering and Environmental Compliance Manager

2.3.5 *Assistant General Manager Assignment:* Additional position responsibilities assigned to one of the above management positions at the CAO's discretion with an added pay differential of 12.5% above the base pay for the assigned management position.

Article 3 AUTHORITY RIGHTS

The rights of the Authority include, but are not limited to, the exclusive right to determine the nature and extent of services to be performed by AWMEs, as well as the right to determine and implement its public function and responsibility; determine the mission of its constituent departments; manage and control all property, facilities and operations, including the methods, means and personnel by which the Authority's operations, including the methods, means and personnel by which the Authority's operations are to be conducted; set standards of service; determine the size and composition of the working force; determine the procedures and standards of selection for employment and promotion; direct its AWMEs; take disciplinary action; relieve its AWMEs from duty for lack of work, funds or for other reasons; maintain the efficiency of governmental operations; determine the content of job descriptions and classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and technology of performing work; and take such other and further action as may be necessary to organize and operate the Authority in the most efficient and economical manner and in the best interest of the public it serves.

Article 4. RESIGNATION

4.1 Resignation is defined as employment separation initiated by an AWME who chooses to leave the Authority voluntarily. Resigning AWMEs must submit a written Notice of Resignation (available from Human Resources) and are asked to give no less than two (2) months' notice. This advance notice does not include any leave time or any other compensated or non-compensated working time.

4.2 Circumstances may exist where the Authority, in its sole and absolute discretion, may exercise its right to accept a resignation immediately or to accelerate the final date of an AWME's employment. Whether the date designated by the AWME or a date selected by the Authority becomes the AWME's last day of work, the AWME's personnel records will normally indicate voluntary resignation. If the Authority chooses to accelerate the AWME's resignation, the employee shall be paid through the date of the employee's original resignation notice not to exceed six (6) months.

Article 5. SALARIES

- 5.1 Cost of Living Adjustment 2022/23. Effective the first full pay period in July 2022, all AWMEs will receive a cost of living adjustment of 3.5% above FY 2021/22 base pay and salary range as reflected in the attached Salary Schedule, Attachment 1.
- 5.2 Cost of Living Adjustment 2023/24. Effective the first full pay period in July 2023, all AWMEs will receive a cost-of-living-adjustment (“COLA”) to base pay and salary range of a minimum of 1.5% and maximum of 3.5% increase as determined by the Consumer Price Index for San Francisco/Oakland/San Jose Urban Wage Earner and Clerical Worker (CPI-W) percentage increase from December 2021 to December 2022.
- 5.3 Cost of Living Adjustment 2024/25. Effective the first full pay period in July 2024, all AWMEs will receive a COLA to base pay of a minimum of 1.5% and maximum of 3.5% increase to base pay and salary range as determined by the Consumer Price Index for San Francisco/Oakland/San Jose Urban Wage Earner and Clerical Worker (CPI-W) percentage increase from December 2022 to December 2023.
- 5.4 Bilingual Pay. The Authority shall designate which AWME job classifications require the ability to speak Spanish and English. AWMEs assigned to one of these classifications who successfully demonstrate the ability to fluently speak, read and write both Spanish and English shall be eligible for bilingual pay equal to 5% of the employee’s base pay. If the Authority determines that other languages are needed, the same concept shall apply for bilingual pay for those additional languages as long as English is one of the languages.
- 5.5 Longevity Pay. AWMEs shall be eligible for longevity pay on their 10th, 15th and 20th year anniversary of hire as follows: 2.5% increase in Base Pay on their 10th year anniversary, 5% increase in base pay on their 15th year anniversary, and 7.5% increase in base pay on their 20th year anniversary; these pays shall not be cumulative.
- 5.6 Severance Package. As “at-will” employees, AWMEs will be entitled to a severance package that provides one month’s base salary per year of service up to a maximum severance pay of six (6) months. The severance pay will apply only in the case of involuntary termination of employment without cause and is contingent upon the employee’s execution of a waiver and release of all claims in a form agreement approved by the Authority’s general counsel.
- 5.7 Salary Equity Adjustments. The Authority shall provide a base pay and salary range equity adjustment of a 2.5% increase for the Engineering and Environmental Compliance Manager, and increase the pay rate differential from 10% to 12.5% for the CAO’s discretionary assignment of *Assistant General Manager* responsibilities to one of the AWMEs. The equity adjustments are included in the attached Salary Schedule, Attachment 1.

- 5.8 Compensation and Benefits Study 2024/25. In 2024/25, the Authority will commission a Total Compensation and Benefits Study for all AWME classifications to determine how competitive the Authority is within its labor market by collecting and analyzing total compensation inclusive of monthly base salary and benefits data. Each AWME shall have the opportunity to review their respective job description to ensure accuracy of duties and responsibilities, as well as have input on the comparator agencies and positions. The Board of Directors and the CAO may consider the results of this study in determining COLA and equity adjustments to future compensation of AWMEs, after expiration of this MOU term (Article 1.2).

Article 6. COMPENSATION STRUCTURE, SALARY RANGES AND STEPS

- 6.1 Compensation Structure. The Authority strives to establish equitable wage rates and benefits so that every employee is paid according to the working conditions, responsibilities, and requirements of the job. The Authority endeavors to keep wages and benefits equal to or better than that of employees performing similar services in comparable public agencies in our industry. Attachment 1, Salary Schedule, shall be effective the first full pay period in July, 2022. Each salary range consists of 11 Steps and each Step within the salary range shall be 2.5% apart. Initial probationary increases awarded at the end of a probationary period will not exceed one step (2.5%) and shall never exceed Step 11, which is the highest allowed Step.
- 6.2 Merit/Evaluation Increases. The Authority believes in rewarding employees based on their individual performance through annual Merit/Evaluation increases based on a number of factors, including job performance. Employee performance is measured against standards of performance for their particular job, as well as their department's performance standards and organizational goals and objectives in general. Subsequent Merit/Evaluation increases shall take place on the employee's annual evaluation date and must be approved by the CAO. Regular employees are eligible for, but not guaranteed, a Merit/Evaluation increase. Changes to an employee pay range or step shall be effective with the pay period inclusive of the effective date of the change. Annual Merit/Evaluation salary range step increases are based on a numerical scale to correspond with level of performance: Meets standards = 2.5%, Exceeds = 5%, and Outstanding = 7.5%. Employees who have reached Step 11 will not be eligible for a Merit/Evaluation increase. An employee receiving a less than satisfactory evaluation may not receive a Merit/Evaluation increase.

Article 7. BENEFITS

7.1 Health Insurance

The Authority will continue to offer CalPERS provided medical insurance, as well as Dental and Vision Services coverage and shall contribute ninety percent (90%) of the total 2022 premium amount. Employees electing medical, dental and/or vision coverage shall pay ten percent (10%) of the total 2022 premium amount. Authority and AWMEs acknowledge that the premium amounts are established by the respective insurance providers and are subject to change.

Effective January 1, 2023 through the term of this MOU, the Authority shall pay eighty-five percent (85%) of all Employee selected health care premiums and the AWMEs shall pay fifteen (15%) of all their selected health care premiums. Payroll deductions for the January 1, 2023, medical insurance premiums (and all future monthly medical insurance premiums) occur in the month prior to premium due date.

The AWME's contribution toward the premium amount is based on the employee selected Plans and levels of dependent care coverage and will be paid as a pre-tax payroll deduction.

7.2 Section 125 Flexible Benefits Plan

AWMEs may elect to use pre-tax earnings for supplemental benefits for cancer insurance, intensive care insurance, accident insurance, hospital indemnity insurance, special health events, medical expenses reimbursement, or dependent care reimbursements. The Authority shall continue to pay the Administrative Fee associated with this benefit.

7.3. Employee Assistance Program

AWMEs, their dependents, spouse or domestic partner may seek family counseling and professional services referrals through Concern Employee Assistance Program for areas such as stress, finances, family legal, alcohol, drugs and health. The current plan provides for up to five (5) visits per issue per twelve (12) month period.

7.4. Short and Long-Term Disability Insurance

AWMEs participate in the worker-funded State of California State Disability Insurance program at the cost established by the Employment Development Department. Long-term disability insurance is offered at no cost to AWMEs. The Authority covers 100% of the premium for the employee. The benefit will provide up to 60% of compensation and a maximum of \$7,500 per month up to age 65 with a 90-day waiting period due to a non-work-related disability. AWMEs also participate in the State funded short-term disability program.

7.5. Life Insurance

The Authority provides AWMEs a life and AD&D insurance policy at one-time their annual salary, with a minimum coverage of \$50,000 and a maximum coverage of \$200,000. AWMEs are eligible for this benefit on the first of the month following date of hire.

7.6. California Public Employee Retirement System ("CalPERS")

AWMEs defined by CalPERS as "Classic Members" shall pay the AWME's contribution to CalPERS as determined by CalPERS, currently 7% of earnable compensation. The Authority's CalPERS contract provides that represented Classic Members shall also make an additional 1% cost sharing contribution to the

employer's contribution to CalPERS with the additional 1% credited to the employee's account.

AWMEs defined by CalPERS as "PEPRA" members are subject to the Public Employees' Pension Reform Act of 2013, according to which they are required to contribute 50% of normal costs as required by CalPERS.

7.7. Deferred Compensation

The Authority shall offer an opportunity for AWMEs to voluntarily contribute to an IRS 457 Deferred Compensation Plan through pre-tax payroll deductions.

7.8. Education Assistance

The Authority will reimburse AWMEs for books and tuition for a job-related course of study up to \$2,000/year maximum. Reimbursement shall be for trade school and/or accredited 2 or 4-year college course work. The employee will receive reimbursement upon successful completion of the course with a "pass" or grade of "C" or better and submittal of a written request for reimbursement documenting the costs incurred and the passing score or grade earned.

7.9. Physical Fitness/Wellness Program

The Authority and AWME's agree to eliminate the \$500 annual contribution toward the cost of AWME's health or fitness club membership and instead AWMEs shall receive a one-time adjustment of 0.3% per year above FY 2021/22 base pay, effective the first full pay period in July, 2022 as reflected in the attached Salary Schedule, Attachment 1.

7.10 Vehicle Allowance

AWMEs may elect to receive either a \$500 per month Vehicle Allowance or the use of an Authority-owned vehicle. Employees may indicate their selection on the Authority's Auto Allowance Selection Form. Both benefits qualify as taxable income. Neither the Vehicle Allowance nor the Use of an Authority Vehicle is CalPERS reportable compensation. By selecting the Vehicle Allowance, employees acknowledge that they will use their vehicle for Authority business and will not submit mileage reimbursement for any official travel within 150 miles radius from the Salinas office unless their cumulative mileage costs in any month as measured by the then current IRS rates exceeds the Vehicle Allowance.

7.11 Protective Footwear Voucher/Reimbursement

AWMEs whose work requires Protective Footwear will receive a purchase voucher from their CAO annually for up to \$240.00 for safety boots that meet the approved Protective Footwear specifications. This voucher shall increase annually by \$10 per

year on July 1st of each subsequent year of this MOU. The CAO will check and verify employee's last purchase date and ensure that employee did not purchase safety boots less than twelve (12) months prior when requesting new safety boots. Approved Protective Footwear Specifications:

- Steel Toe/Plate
- Puncture Resistant
- Laced up with ankle support
- Oil Resistant

If the AWME chooses to purchase the safety footwear with the approved specs from a non-vendor, the Authority will reimburse up to \$240.00 per employee, per twelve (12) month period for the acquisition, replacement and or/repair of safety boots purchase. No more than one (1) pair of safety boots will be reimbursed in a twelve (12) month period. Each employee shall provide original proof of purchase and/or repair for approval by the CAO, prior to receiving reimbursement. Costs in excess of \$240.00 is the responsibility of the employee.

Article 8. LEAVES

8.1 Paid Time Off. AWME are provided with Paid Time Off (PTO) which can be used for such things as vacation, sick leave, family leave, etc. PTO accrual rates are based upon length of service as defined in the table below. New AWMEs earn 22 days per year which then increases one day per year for the first 6 years of service and then 0.5 (one half) day per year of service up to a maximum of 33 days per year. AWMEs may request PTO cash-out provided an employee has taken at least 10 days of leave during the preceding year and that an irrevocable request is made in one fiscal year and paid out in a subsequent fiscal year. The maximum accrual for PTO shall be 400 hours. New accrual rates will begin on July 1, 2022 based on the employee's current number of service years and will not be applied retroactively.

An AWME who exceeds the maximum accrued hours will receive a payment equal to forty (40) hours of the employee's current base hourly pay rate in the regular pay check following the date when the maximum was exceeded, regardless of the PTO leave taken in the preceding calendar year. In lieu of payment, an employee may submit a leave request for forty (40) hours of PTO or may elect to donate the hours to the Paid Time Off Donation Program.

<i>Employment Year</i>	<i>Days accrued per year</i>	<i>Hours accrued per biweekly pay period</i>
1st year	22	6.77 hours/pay period
2nd year	23	7.08 hours/pay period
3rd year	24	7.38 hours/pay period
4th year	25	7.69 hours/pay period
5th year	26	8.00 hours/pay period
6th year	27	8.31 hours/pay period
7th year	27.5	8.46 hours/pay period
8th year	28	8.62 hours/pay period
9th year	28.5	8.77 hours/pay period
10th year	29	8.92 hours/pay period
11th year	29.5	9.08 hours/pay period
12th year	30	9.23 hours/pay period
13th year	30.5	9.38 hours/pay period
14th year	31	9.54 hours/pay period
15th year	31.5	9.69 hours/pay period
16th year	32	9.85 hours/pay period
17th year	32.5	10.00 hours/pay period
18th year to separation or retirement	33	10.15 hours/pay period

- 8.2 PTO Cash Out. The above PTO accrual chart reflects an employee who regularly works 40 hours per week.

The length of eligible service is calculated on the basis of an anniversary year, which is the 12-month period that begins on the employee's date of hire.

To use PTO, AWMEs must make a request to and receive approval from the CAO. Requests will be reviewed and considered based on a number of factors, including Seniority, business needs and staffing requirements. PTO is paid at the employee's base hourly pay rate at the time it is used and does not include overtime or any special forms of compensation such as incentives or bonuses.

AWMEs may request cash-out of accrued PTO hours. The maximum combined annual PTO cash-out payments in a calendar year is eighty (80) hours. Further, the AWME must irrevocably designate the amount of PTO to be cashed-out on or before December 1 of each year on a form to be provided by the Authority, which will be paid from accrued leave in the following calendar year and no later than the final pay day of that calendar year.

8.3 Catastrophic Leave Donation Program. In the unfortunate event that an AWME is required to take an extended period of time off for either their own serious illness or an immediate family emergency, other employees may opt to donate or transfer accrued PTO that they have in excess of forty (40) hours. Donations can be made by filling out a PTO Request Form and forwarding it to the Human Resources Supervisor. Payroll will confirm the donated hours and make the transfer to the Sick Leave Bank. To qualify for donated PTO the employee must have a need in excess of their current combined PTO and Flexible or Management Leave balances.

8.4 Management Leave. Management Leave is currently one hundred twenty (120) hours per year accrued January 1st of each year. Effective January 1, 2023, Management leave will be reduced from 120 to 60 hours in exchange for a one-time increase in base pay of 2.6%. Salary Schedule, Attachment 2 is effective January 1, 2023, and reflects this base pay adjustment.

The Management Leave benefit allows an AWME to take time off with approval of the CAO, or to cash-out all or part of the Management Leave balance. Management Leave cannot be carried over beyond the calendar year received and any AWME who has an accumulated balance as of the final pay date of any calendar year will receive payment of the accrued hours at their then current base hourly rate of pay. AWMEs not employed as of January 1 of any calendar year shall receive a pro-rated leave amount based on the number of pay periods remaining in the calendar year. Should an employee separate employment, any accrued Management Leave shall be paid out with the employee’s final paycheck.

8.5 Holiday Leave. AWMEs are governed by the Holiday provisions set forth in the Authority’s Employee Handbook. However, Cesar Chavez Day (March 31) and Juneteenth (June 19) will be added to the list of approved holidays, and Lincoln’s Birthday (February 12) will be eliminated.

The Authority recognizes the following holidays for AWME represented employees:

- New Year's Day January 1st
- Martin Luther King Jr. Day..... Third Monday in January
- Presidents’ Day..... Third Monday in February

Cesar Chavez Day.....	March 31st
Memorial Day.....	Last Monday in May
Juneteenth Day.....	June 19th
Independence Day	July 4th
Labor Day.....	First Monday in September
Veteran’s Day.....	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving.....	Fourth Friday in November
Christmas Eve Day.....	December 24th
Christmas Day	December 25 th

AWMEs receive eight (8) hours of holiday pay at their regular rate of pay. AWME employees are granted one Floating Holiday to be used at the AWME’s discretion subject to approval of the CAO. Requests for the use of a floating holiday shall follow the same rules as PTO requests.

Article 9 SAVINGS CLAUSE

Any provision of this MOU, which conflicts with any State or Federal statute, or Executive Order having the same effect as law, now existing or hereinafter enacted, or declared by a court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes shall not affect the remainder of the MOU which shall remain in full force and effect for the term of the MOU. The parties will meet as soon as practical to negotiate the effects of any invalidated provision.

Article 10 JOINT DRAFTING

In recognition of the fact that the parties had an equal opportunity to negotiate the language of, and draft, this MOU, the parties acknowledge and agree that there is no single drafter of this MOU and, therefore, the general rule that ambiguities are to be construed against the drafter is, and shall be, inapplicable. If any language in this MOU is found or claimed to be ambiguous, each party shall have the same opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language without any inference or presumption being drawn against any party hereto.

Article 11 MODIFICATION

This MOU may only be modified or amended by a written instrument that is ratified by the AWME and approved by the Board of Directors of the Authority.

<p>On Behalf of the Salinas Valley Solid Waste Authority:</p> <p>DocuSigned by: <i>Patrick Mathews</i> A30C5FE75CA34CC...</p> <p>By: _____ R. Patrick Mathews, General Manager/CAO</p> <p>Date: <u>8/24/2022</u></p>	<p>On Behalf of the At-Will Management Employees:</p> <p>DocuSigned by: <i>C. Zuniga</i> 706CA2999860439</p> <p>By: _____ Cesar Zuniga, Operations Manager</p> <p>Date: <u>8/15/2022</u></p> <p>DocuSigned by: <i>Ray Hendricks</i> 2D5859C22EC0429</p> <p>By: _____ Ray Hendricks, Finance & Administration Manager</p> <p>Date: <u>8/15/2022</u></p> <p>DocuSigned by: <i>Mandy Brooks</i> 856EE86C73884D7</p> <p>By: _____ Mandy Brooks, Resource Recovery Manager</p> <p>Date: <u>8/15/2022</u></p> <p>DocuSigned by: <i>Brian Kennedy</i> FA25513236F941A</p> <p>By: _____ Brian Kennedy, Engineering and Environmental Compliance Manager</p> <p>Date: <u>8/15/2022</u></p>
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Attachments:

1. Salary Schedule effective first full pay period of July 2022
2. Salary Schedule effective January 1, 2023

