

RESOLUTION NO. 2022 – 78

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ADMINISTRATION, FINANCE, AND RESOURCE RECOVERY BENEFITS COMMITTEE (ABC) MEMORANDUM OF UNDERSTANDING (MOU) AND APPROVING THE REVISED SALARY SCHEDULES EFFECTIVE JULY 11, 2022, AND JULY 10, 2023

WHEREAS, on August 18, 2022, the Board of Directors of the Salinas Valley Solid Waste Authority approved the ABC 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 ABC requesting adjustments in the ABC 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 ABC request and agreed to amend the COLA provisions in the ABC MOU previously approved on August 18, 2022, to be equivalent to those of other employee bargaining 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 ABC 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 July 10, 2023, attached hereto and marked "Exhibit D" is hereby approved.

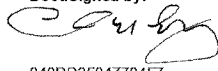
PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 15th day of December 2022, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

DocuSigned by:

848DD3584778457...
Christopher M. Lopez, President

ATTEST:

DocuSigned by:

087ACDFB22A74F6...
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:

B68ECEEB8A3424A5...
Roy C. Santos, General Counsel

EXHIBIT B

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY
AND THE ADMINISTRATIVE, FINANCE AND RESOURCE RECOVERY BENEFITS COMMITTEE**

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 Administrative, Finance and Resource Recovery Benefits Committee (ABC) jointly referred to herein as "Parties."

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

Article 14.1 "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 14.2 "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 14.3 "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 ABC MOU as of the day and year first below written.

On behalf of the ADMINISTRATIVE, FINANCE AND RESOURCE RECOVERY UNIT

Janna Faulk

206CD75F3EAA48F...
Janna Faulk, ABC Representative

12/19/2022

Date:

DocuSigned by:
Rosie Ramirez

DCBD32468C6D44E...
Rosalinda Ramirez, ABC Representative

12/20/2022

Date:

On behalf of the SALINAS VALLEY SOLID WASTE AUTHORITY

DocuSigned by:
Patrick Mathews
A28C8F7E75CA34CC...

12/19/2022

R. Patrick Mathews, General Manager/CAO

Date:

DocuSigned by:
Erika Trujillo
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Erika J. Trujillo, Clerk of the Board

DocuSigned by:
Roy C. Santos
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Approved as to Form:

Roy C. Santos, General Counsel

Exhibit C

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
ADMINISTRATIVE/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE (ABC)
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%	2.5%	
Human Resources Supervisor	Hourly	44,240	45,346	46,480	47,642	48,833	50,054	51,305	52,588	53,903	55,250	56,631
	Bi-Weekly	3,539.23	3,627.71	3,718.40	3,811.36	3,906.65	4,004.31	4,104.42	4,207.03	4,312.21	4,420.01	4,530.51
	Monthly	7,668.33	7,860.04	8,056.54	8,257.96	8,464.40	8,676.01	8,892.91	9,115.24	9,343.12	9,576.70	9,816.11
	Annual	92,019.99	94,320.49	96,678.50	99,095.46	101,572.85	104,112.17	106,714.97	109,382.85	112,117.42	114,920.35	117,793.36
Business Services Supervisor	Hourly	44,240	45,346	46,480	47,642	48,833	50,054	51,305	52,588	53,903	55,250	56,631
	Bi-Weekly	3,539.23	3,627.71	3,718.40	3,811.36	3,906.65	4,004.31	4,104.42	4,207.03	4,312.21	4,420.01	4,530.51
	Monthly	7,668.33	7,860.04	8,056.54	8,257.96	8,464.40	8,676.01	8,892.91	9,115.24	9,343.12	9,576.70	9,816.11
	Annual	92,019.99	94,320.49	96,678.50	99,095.46	101,572.85	104,112.17	106,714.97	109,382.85	112,117.42	114,920.35	117,793.36
Contracts & Grants Analyst	Hourly	41,154	42,183	43,237	44,318	45,426	46,562	47,726	48,919	50,142	51,396	52,680
	Bi-Weekly	3,292.31	3,374.61	3,458.98	3,545.45	3,634.09	3,724.94	3,818.07	3,913.52	4,011.36	4,111.64	4,214.43
	Monthly	7,133.33	7,311.67	7,494.46	7,681.82	7,873.86	8,070.71	8,272.48	8,479.29	8,691.27	8,908.55	9,131.27
	Annual	85,599.99	87,739.99	89,933.49	92,181.82	94,486.37	96,848.53	99,269.74	101,751.49	104,295.27	106,902.65	109,575.22
Recycling Coordinator	Hourly	41,154	42,183	43,237	44,318	45,426	46,562	47,726	48,919	50,142	51,396	52,680
	Bi-Weekly	3,292.31	3,374.61	3,458.98	3,545.45	3,634.09	3,724.94	3,818.07	3,913.52	4,011.36	4,111.64	4,214.43
	Monthly	7,133.33	7,311.67	7,494.46	7,681.82	7,873.86	8,070.71	8,272.48	8,479.29	8,691.27	8,908.55	9,131.27
	Annual	85,599.99	87,739.99	89,933.49	92,181.82	94,486.37	96,848.53	99,269.74	101,751.49	104,295.27	106,902.65	109,575.22
Clerk of the Board	Hourly	33,777	34,622	35,487	36,374	37,284	38,216	39,171	40,150	41,154	42,183	43,238
	Bi-Weekly	2,702.17	2,769.72	2,838.97	2,909.94	2,982.69	3,057.26	3,133.69	3,212.03	3,292.33	3,374.64	3,459.01
	Monthly	5,854.70	6,001.07	6,151.10	6,304.87	6,462.49	6,624.06	6,789.66	6,959.40	7,133.38	7,311.72	7,494.51
	Annual	70,256.41	72,012.82	73,813.14	75,666.47	77,549.93	79,488.68	81,475.90	83,512.79	85,600.61	87,740.63	89,934.14
Accounting Technician II	Hourly	32,953	33,777	34,622	35,487	36,374	37,284	38,216	39,171	40,151	41,154	42,183
	Bi-Weekly	2,636.28	2,702.18	2,769.74	2,838.98	2,909.95	2,982.70	3,057.27	3,133.70	3,212.05	3,292.35	3,374.66
	Monthly	5,711.93	5,854.73	6,001.10	6,151.12	6,304.90	6,462.52	6,624.09	6,789.69	6,959.43	7,133.42	7,311.75
	Annual	68,543.16	70,256.73	72,013.15	73,813.48	75,668.82	77,550.29	79,489.05	81,476.27	83,513.18	85,601.01	87,741.03
Resource Recovery Tech II	Hourly	32,953	33,777	34,622	35,487	36,374	37,284	38,216	39,171	40,151	41,154	42,183
	Bi-Weekly	2,636.28	2,702.18	2,769.74	2,838.98	2,909.95	2,982.70	3,057.27	3,133.70	3,212.05	3,292.35	3,374.66
	Monthly	5,711.93	5,854.73	6,001.10	6,151.12	6,304.90	6,462.52	6,624.09	6,789.69	6,959.43	7,133.42	7,311.75
	Annual	68,543.16	70,256.73	72,013.15	73,813.48	75,668.82	77,550.29	79,489.05	81,476.27	83,513.18	85,601.01	87,741.03
Accounting Technician I	Hourly	29,853	31,365	32,149	32,952	33,776	34,621	35,486	36,373	37,283	38,215	39,177
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41
Resource Recovery Tech I	Hourly	29,853	31,365	32,149	32,952	33,776	34,621	35,486	36,373	37,283	38,215	39,177
	Bi-Weekly	2,388.26	2,447.96	2,509.16	2,571.89	2,636.19	2,702.09	2,769.64	2,838.89	2,909.86	2,982.60	3,057.17
	Monthly	5,174.55	5,303.92	5,436.52	5,572.43	5,711.74	5,854.53	6,000.90	6,150.92	6,304.69	6,462.31	6,623.87
	Annual	62,094.66	63,647.02	65,238.20	66,869.15	68,540.88	70,254.40	72,010.76	73,811.03	75,656.31	77,547.72	79,486.41

Exhibit C

SALINAS VALLEY SOLID WASTE AUTHORITY
 DRAFT SALARY SCHEDULE (4.0% COLA)
 ADMINISTRATIVE/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE (ABC)
 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%	
Administrative Assistant II	Hourly	28,415	29,125	29,853	30,600	31,365	32,149	32,953	33,776	34,621	35,486	36,373
	Bi-Weekly	2,273.19	2,330.02	2,388.27	2,447.98	2,509.18	2,571.91	2,636.20	2,702.11	2,769.66	2,838.90	2,909.88
	Monthly	4,925.25	5,048.38	5,174.59	5,303.95	5,436.55	5,572.46	5,711.78	5,854.57	6,000.93	6,150.96	6,304.73
	Annual	59,102.95	60,580.52	62,095.04	63,647.41	65,238.60	66,869.56	68,541.30	70,254.84	72,011.21	73,811.49	75,656.77
Administrative Assistant I	Hourly	25,743	26,387	27,046	27,723	28,416	29,126	29,854	30,600	31,365	32,150	32,953
	Bi-Weekly	2,059.45	2,110.94	2,163.71	2,217.80	2,273.25	2,330.08	2,388.33	2,448.04	2,509.24	2,571.97	2,636.27
	Monthly	4,462.14	4,573.69	4,688.04	4,805.24	4,925.37	5,048.50	5,174.72	5,304.08	5,436.69	5,572.60	5,711.92
	Annual	53,545.69	54,884.33	56,256.44	57,662.85	59,104.42	60,582.03	62,096.58	63,649.00	65,240.22	66,871.23	68,543.01

Exhibit D

SALINAS VALLEY SOLID WASTE AUTHORITY
DRAFT SALARY SCHEDULE (4.0% COLA)
ADMINISTRATIVE/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE (ABC)
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%	
Human Resources Supervisor	Hourly	48,310	49,518	50,756	52,025	53,326	54,659	56,025	57,426	58,862	60,333	61,842
	Bi-Weekly	3,864.84	3,961.46	4,060.50	4,162.01	4,266.06	4,372.71	4,482.03	4,594.08	4,708.93	4,826.65	4,947.32
	Monthly	8,373.82	8,583.16	8,797.74	9,017.69	9,243.13	9,474.21	9,711.06	9,953.84	10,202.69	10,457.75	10,719.20
	Annual	100,486.82	102,997.97	105,572.92	108,212.24	110,917.55	113,690.49	116,532.75	119,446.07	122,432.22	125,493.03	128,630.35
Business Services Supervisor	Hourly	47,160	48,339	49,548	50,786	52,056	53,357	54,691	56,059	57,460	58,897	60,369
	Bi-Weekly	3,772.82	3,867.14	3,963.82	4,062.91	4,164.49	4,268.60	4,375.31	4,484.70	4,596.81	4,711.73	4,829.59
	Monthly	8,174.44	8,378.80	8,588.27	8,802.98	9,023.05	9,248.63	9,479.85	9,716.84	9,959.76	10,208.76	10,463.98
	Annual	98,093.31	100,545.64	103,059.28	105,635.76	108,276.65	110,983.57	113,758.16	116,602.11	119,517.17	122,505.10	125,567.72
Contracts & Grants Analyst	Hourly	42,800	43,870	44,967	46,091	47,243	48,424	49,635	50,876	52,148	53,451	54,788
	Bi-Weekly	3,424.00	3,509.60	3,597.34	3,687.27	3,779.45	3,873.94	3,970.79	4,070.06	4,171.81	4,276.11	4,383.01
	Monthly	7,418.67	7,604.13	7,794.24	7,989.09	8,188.82	8,393.54	8,603.38	8,818.46	9,038.92	9,264.90	9,496.52
	Annual	89,023.99	91,249.59	93,530.83	95,869.10	98,265.82	100,722.47	103,240.53	105,821.54	108,467.08	111,178.76	113,958.23
Recycling Coordinator	Hourly	42,800	43,870	44,967	46,091	47,243	48,424	49,635	50,876	52,148	53,451	54,788
	Bi-Weekly	3,424.00	3,509.60	3,597.34	3,687.27	3,779.45	3,873.94	3,970.79	4,070.06	4,171.81	4,276.11	4,383.01
	Monthly	7,418.67	7,604.13	7,794.24	7,989.09	8,188.82	8,393.54	8,603.38	8,818.46	9,038.92	9,264.90	9,496.52
	Annual	89,023.99	91,249.59	93,530.83	95,869.10	98,265.82	100,722.47	103,240.53	105,821.54	108,467.08	111,178.76	113,958.23
Clerk of the Board	Hourly	35,128	36,006	36,907	37,829	38,775	39,744	40,738	41,756	42,800	43,870	44,967
	Bi-Weekly	2,810.26	2,880.51	2,952.53	3,026.34	3,102.00	3,179.55	3,259.04	3,340.51	3,424.02	3,509.63	3,597.37
	Monthly	6,088.89	6,241.11	6,397.14	6,557.07	6,720.99	6,889.02	7,061.24	7,237.78	7,418.72	7,604.19	7,794.29
	Annual	73,066.67	74,893.33	76,765.67	78,684.81	80,651.93	82,668.23	84,734.93	86,853.30	89,024.64	91,250.25	93,531.51
Accounting Technician II	Hourly	34,272	35,128	36,007	36,907	37,829	38,775	39,745	40,738	41,757	42,801	43,871
	Bi-Weekly	2,741.73	2,810.27	2,880.53	2,952.54	3,026.35	3,102.01	3,179.56	3,259.05	3,340.53	3,424.04	3,509.64
	Monthly	5,940.41	6,088.92	6,241.14	6,397.17	6,557.10	6,721.03	6,889.05	7,061.28	7,237.81	7,418.75	7,604.22
	Annual	71,284.88	73,067.00	74,893.68	76,766.02	78,685.17	80,652.30	82,668.61	84,735.32	86,853.71	89,025.05	91,250.67
Resource Recovery Tech II	Hourly	34,272	35,128	36,007	36,907	37,829	38,775	39,745	40,738	41,757	42,801	43,871
	Bi-Weekly	2,741.73	2,810.27	2,880.53	2,952.54	3,026.35	3,102.01	3,179.56	3,259.05	3,340.53	3,424.04	3,509.64
	Monthly	5,940.41	6,088.92	6,241.14	6,397.17	6,557.10	6,721.03	6,889.05	7,061.28	7,237.81	7,418.75	7,604.22
	Annual	71,284.88	73,067.00	74,893.68	76,766.02	78,685.17	80,652.30	82,668.61	84,735.32	86,853.71	89,025.05	91,250.67
Accounting Technician I	Hourly	31,047	31,824	32,619	33,435	34,270	35,127	36,005	36,906	37,828	38,774	39,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.93	6,396.96	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87
Resource Recovery Tech I	Hourly	31,047	31,824	32,619	33,435	34,270	35,127	36,005	36,906	37,828	38,774	39,743
	Bi-Weekly	2,483.79	2,545.88	2,609.53	2,674.77	2,741.64	2,810.18	2,880.43	2,952.44	3,026.25	3,101.91	3,179.46
	Monthly	5,381.54	5,516.08	5,653.98	5,795.33	5,940.21	6,088.71	6,240.93	6,396.96	6,556.88	6,720.80	6,888.82
	Annual	64,578.44	66,192.90	67,847.73	69,543.92	71,282.52	73,064.58	74,891.19	76,763.47	78,682.56	80,649.63	82,665.87

RESOLUTION NO. 2022 – 47

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY (AUTHORITY)
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE
ADMINISTRATION/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE (ABC) FOR
REPRESENTED UNIT EMPLOYEES FOR FISCAL YEARS 2022-2023 THROUGH 2024-2025**

WHEREAS, on April 13, 2022, ABC representatives submitted a petition for formal recognition as the exclusive bargaining group for the non-management administrative staff of the Authority referred to as the Administration, Finance and Resource Recovery Unit (Unit); and,

WHEREAS, on May 3, 2022, ABC was granted formal exclusive representation for the Administration, Finance and Resource Recovery Unit pursuant to Authority Personnel Policies adopted April 15, 2004; and,

WHEREAS, the General Manager in his designated capacity as the Personnel Officer, with assistance from Labor Counsel and the Assistant General Manager (Authority bargaining team) and in consultation with the Board and Executive Committee, has negotiated in good faith with ABC representatives to develop the attached successor ABC 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 and Assistant General Manager are authorized to execute the Memorandum of Understanding between the Authority and ABC as attached hereto and marked "Exhibit A."

Section 2: The Memorandum of Understanding between the Authority and ABC 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.

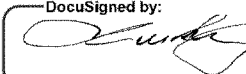
PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 18th day of August 2022 by the following vote:

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:


848DD3584778457
Christopher M. Lopez, President

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, Authority General Counsel

MEMORANDUM OF UNDERSTANDING

BETWEEN

SALINAS VALLEY SOLID WASTE AUTHORITY

AND

**ADMINISTRATIVE/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE
(ABC)**

July 1, 2022 through June 30, 2025

Article 1. PARTIES, TERM AND ADOPTION OF MEMORANDUM OF UNDERSTANDING

- 1.1 Parties. This Memorandum of Understanding (“MOU”) is made and entered into 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 Administration/Finance/Resource Recovery Benefits Committee (hereinafter referred to as the "ABC") pursuant to the Meyers-Miliias-Brown Act (hereinafter referred to as the “MMBA”) (Gov. Code § 3500 et seq.) of the State of California and the Authority’s local labor relations rules.
- 1.2 Term. This MOU shall cover the period commencing July 1, 2022 and ending June 30, 2025.
- 1.3 Adoption. This MOU shall be presented to the Board of Directors of the Authority as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2025. Upon Ratification by the ABC’s membership and approval by the Board of Directors of the Authority, this MOU shall become binding between the Authority and the ABC, retroactive to July 1, 2022, except as otherwise expressly stated herein.

Article 2. RECOGNITION AND UNIT 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 employer-employee relations, as provided in Authority Resolution No. 2004-014.
- 2.2 ABC Recognition. ABC is the exclusive bargaining representative and recognized employee organization for the Administration, Finance and Resource Recovery Unit (hereinafter the “Unit”) which is comprised of the classifications listed in Section 2.3 below. The Authority recognizes the ABC as the only organization entitled to meet and

confer on matters within the scope of representation on behalf of Authority employees in the Unit, pursuant to the MMBA and the Authority's Personnel Policies, Article 2.04.200 and any subsequent updates to the Authority's Employee-Employer Relations Resolution.

- 2.3 Bargaining Unit. The Unit includes all employees who are employed by the Authority in the following classifications:
- a. Clerk of the Board
 - b. Business Services Supervisor
 - c. Human Resources Supervisor
 - d. Accounting Technician I/II
 - e. Administrative Support Assistant I/II
 - f. Contracts and Grants Analyst
 - g. Recycling Coordinator
 - h. Resource Recovery Technician I/II

Article 3. EMPLOYMENT STATUS

- 3.1 Probationary New Hire Appointment. A newly hired Unit employee is a probationary at-will employee for the initial six (6) months of actual and continuous service in that job position. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position.
- 3.2 Lateral Probationary Appointment. An existing employee who applies for and is appointed to a new classification that is not a promotion becomes a probationary at-will employee in the new classification for the initial six (6) months of actual and continuous service in that new job position/classification. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position. In the event a Lateral appointee is unsuccessful in completing the probationary period, the employee may be returned to their prior classification provided that a vacant position is then available.
- 3.3 Promotional Probationary Appointment. A promoted Unit employee is a probationary employee for the initial six (6) months of actual and continuous service in that promoted job position. During this time, management and the new employee closely evaluate the compatibility, abilities, and interest in the position. In the event a Lateral appointee is unsuccessful in completing the probationary period, the employee may be returned to their prior classification provided that a vacant position is then available.

- 3.4 Regular Full-Time Status. Regular full-time employees are those who are not in a part-time, temporary, seasonal, or probationary status and who are regularly scheduled to work at least 40 hours per week. These employees are entitled to receive all legally mandated benefits (Workers' Compensation, State Disability, Unemployment, Medicare Insurances, and similar benefits), and are also eligible for such other negotiated benefits (retirement, health insurance, paid-time-off (PTO), paid holidays, and similar benefits).
- 3.5 Probationary Extension Caused by Absence. Any significant absence (30 days or more) will extend the above probationary periods by the length of the absence. Periods of time on paid or unpaid leave of one work week or more shall automatically extend the probationary period until the successful completion of the probationary period.
- 3.6 Probationary Extension upon Authority Notice. If the Authority determines that the designated probationary period does not allow sufficient time to thoroughly evaluate an employee's performance, the probationary period may be extended for an additional three (3) month period at the Chief Administrative Officer's discretion with notice to the ABC. Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification.

Article 4. ABC MEMBERSHIP, NEW EMPLOYEE ORIENTATION, DISCLOSURE OF EMPLOYEE INFORMATION AND DUES DEDUCTIONS

- 4.1 ABC Membership. The parties hereto recognize that membership in the ABC is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the ABC and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.
- 4.2 New Employee Orientation. The Authority agrees to provide the ABC, when possible, no less than ten (10) business days' notice in advance of any new employee orientations and provide the ABC access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the ABC, which could mean representational attendance or correspondence. The ABC shall advise the Authority reasonably in advance as to the type of access requested. The Authority agrees to provide such reasonable notice of current employees that have changed position status (i.e., part-time to full time, promotional).
- 4.3 Disclosure of Employee Information.
- a. The Authority agrees to provide the ABC with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The Authority also agrees to provide the ABC with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all Unit employees once a quarter at ABC request.

- b. Notwithstanding the foregoing, the Authority will not provide the ABC with any home address, home telephone number, personal cellular telephone number, personal email address or birth date of any employee who has made a written request to the Authority regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the Authority will provide the ABC with a copy of that request.

4.4 Dues Deduction.

- a. Unit employees may choose to become a member of the ABC. If the employee chooses to become a member, ABC may request that the Authority deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by ABC and/or supplemental benefits, from the wages and salaries of members of ABC for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. ABC hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the Authority unless a dispute arises about the existence or terms of the authorization. Any request to begin dues deductions or cancel dues deductions must be made to ABC and not to the Authority. ABC is responsible for informing the Authority of the amount of dues deductions for employees. ABC dues shall be deducted each pay period in accordance with Authority procedures and provisions of applicable law from the salary of each employee whose name is provided by ABC.
- b. The Authority shall provide for payroll deductions on each payroll period (twenty-four times out of twenty-six payroll periods per calendar year). The Authority shall remit the total amount of deductions to the ABC by the 15th of the month through an electronic transfer. Any changes in ABC dues must be given to the Authority a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- c. Employees in the Unit who are members of the ABC may withdraw from the ABC by sending notice to the ABC. ABC shall promptly certify to the Authority by correspondence (USPS) and by email to terminate dues deductions for any such employees, consistent with applicable law.
- d. ABC shall defend and indemnify the Authority for any claims made by a Unit employee for deductions made under this Article.

Article 5. ACCESS, REPRESENTATION, SHOP STEWARDS AND BULLETIN BOARDS

5.1 ABC Access to Work Locations. The parties recognize and agree that in order to maintain good employee relations, it is necessary for ABC Business Representatives to have access to work locations, to confer with Authority employees during working hours, to post bulletins on the ABC designated bulletin board or assigned space on a designated bulletin board, investigate and process grievances and disciplinary actions, or meet with members for the purpose of representing members in their relations with the Authority.

a. ABC Business Representatives shall be granted access upon obtaining authorization from the CAO and/or their designee prior to entering a work location and after advising of the general nature of the business. However, the CAO and/or their designee may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of Authority operations. The CAO and/or their designee shall not unreasonably withhold timely access to work locations. The CAO and/or their designee shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the CAO and/or their designee shall establish a mutually agreeable time for access to the employee.

b. ABC Business Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The CAO and/or their designee may mutually establish with the ABC Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Authority shall not unduly interfere with ABC's right to access work locations, so long as such access does not interfere with the performance of Authority business.

5.2 Shop Stewards. The ABC may select two (2) Unit employees as Shop Stewards. The Shop Stewards shall be given reasonable release time to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Authority business. One Shop Steward shall be permitted release time, if needed, to attend Authority Board Meetings, when such meetings occur during the Shop Steward's scheduled work period.

5.3 ABC Bulletin Boards. The Authority will provide ABC access to a reasonable portion of existing bulletin board space for ABC notices or provide ABC access to install its own bulletin boards for such use. Only bulletin boards or bulletin board space designated by the CAO and/or their designee may be used for posting of ABC notices. ABC shall be responsible for all postings and Authority shall be under no obligation to

post for the ABC. Designated bulletin boards or bulletin board space shall only be used for the following notices:

- a. Scheduled ABC meetings, agenda, and minutes; and
- b. Information on ABC elections and the results; and
- c. Information regarding ABC social, recreational, and related news bulletins; and
- d. Reports of official business of ABC.

Notices that are posted, distributed through the mail system, or placed in an employee's Authority mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the Authority; nor shall they pertain to public issues which do not involve the Authority or its relations with Authority employees.

Article 6. NON-DISCRIMINATION

Consistent with state and federal law, there shall be no discrimination or harassment of any kind based on any statutorily (federal, state, or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex.: cancer), genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate ABC activities, (as set forth in this MOU herein), against any employee or applicant for employment by the ABC or the Authority.

Article 7. EMPLOYEE RIGHTS

Pursuant to the MMBA Sections 3502 and 3504, employees of the Authority shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purposes of representation on all matters relating to employment conditions and employer-employee relations, including not limited to, wages, hours and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. Employees of the Authority 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 Authority. Per MMBA Section 3506, the Authority and its employee organization(s) shall not interfere with, intimidate, restrain, coerce or discriminate against employees of the Authority because of their exercise of their rights under MMBA Section 3502.

Article 8. MANAGEMENT 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, 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 employees; take disciplinary action; relieve its employees from duty for lack of work, funds or for other legitimate 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. The Authority agrees to meet and confer over changes in any wages, benefits or conditions of employment within the scope of representation as defined by MMBA and PERB.

Article 9. ACCESS TO PERSONNEL FILES

Personnel files are the property of the Authority and access to the information they contain is restricted as determined by the Authority and state law. Generally, only members of management staff of the Authority, who have a legitimate business reason to review information in a personnel file, are allowed to do so. Pursuant to Labor Code section 1198.5, every current and former employee, or their representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Any request for inspection of a personnel file or copy thereof relating to the employee's performance or to any grievance concerning the employee shall be done with reasonable advance notice as required by law and shall be made to the Authority's Human Resources Supervisor and CAO. The Authority is entitled to take reasonable steps to verify the identity of any current or former employee or their authorized representative and allow personnel file inspection in the presence of authorized management personnel. For purposes of this Article, "representative" means a person authorized in writing by the employee to inspect, or receive a copy of, their personnel records.

Article 10. RESIGNATION

- 10.1 Resignation is defined as employment separation initiated by an employee who chooses to leave the Authority voluntarily. Resigning employees must submit a written Notice of Resignation (available from Human Resources) and are asked to give no less than two (2) weeks' notice. This advance notice does not include any leave time or any other compensated or non-compensated working time.
- 10.2 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 employment. If the Authority terminates an employee for no cause prior to their tendered resignation date, then the Authority shall pay the employee the balance of the amount of base salary that would be owed to the employee had they worked up to their stated resignation date. Whether the date designated by the employee or a date selected by the Authority becomes the employee's last day of work, the employee's personnel records will normally indicate voluntary resignation, unless terminated for cause.

- 10.3 Employees who fail to report to work for three (3) consecutive work shifts without proper notification will be considered to have abandoned their job and to have voluntarily resigned from the Authority. Unless the employee submits a written resignation notice, the Authority shall serve a Notice of Proposed Discipline – Termination and provide for pre-disciplinary response and post discipline appeal.

Article 11. COMPLIANCE WITH MOU AND EMPLOYER POLICIES

The Authority's personnel policies are included in its Employee Handbook, Personnel Policies, and various Administrative Procedures. In the event of any violation of the terms of this MOU or the Authority's Employee Handbook, Personnel Policies, or Administrative Procedures, responsible and authorized representatives of the ABC and/or the Employer shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing any unauthorized persons into compliance with the terms of the policy, procedure or rule at issue. Individuals acting or conducting themselves in violation of the terms of such policy, procedure or rule may be subject to discipline, up to and including discharge. Notwithstanding the preceding language, any alleged violations of the Authority's separate policies, procedures or rules shall not be deemed a violation of this MOU.

Article 12. SENIORITY FOR SCHEDULING, ASSIGNMENTS, PAID TIME OFF, OVERTIME, ETC.

- 12.1 The Authority shall endeavor to approve requests for vacation leave in a timely manner. PTO, work schedules, including Holidays, shift assignments and training assignments shall be done in accordance with seniority within each job classification group. The Authority shall endeavor to provide two consecutive days or three consecutive days off when scheduling shift assignments, if operational needs allow it.
- 12.2 The Authority shall endeavor to establish work week schedules that consist of the traditional 5 day 8 hours per day work week (5/8) schedule, or alternative work schedules such as a 4 day 10 hours per day (4/10) work week schedule, 4 days of 9-hour days and one 4-hour day or any schedule that allows for 40 hours worked per workweek. The Authority may modify or change employee work schedules to meet business needs with a minimum 14-day notice.
- 12.3 Unit employees may flex their weekly work schedule with advanced approval from the Supervisor/Department Manager and CAO. Flex work schedules must occur between the hours of 6:00 am and 6:00 pm Monday through Friday and may include a voluntary reduction or elimination of the requesting employee's lunch break. Schedules and workdays will follow the guidelines of Article 12.2 unless special exception is granted in advance by the Supervisor/Department Manager and CAO.
- 12.4 An employee working 9 or more hours per day may be required to take two formal breaks during the longer shifts. Temporary variations from the above work schedule or shift assignments may be required to meet Authority operational requirements in the event of unscheduled absences or extended leaves of absence.

- 12.5 Unit employees may bid for particular work schedules assigned by the Authority to a classification group on the basis of seniority within classification group to the extent that doing so reasonably meets the business and operational needs of the Authority.
- 12.6 Paid-Time Off requests are to be submitted to the employee's supervisor by the 10th day of each month. The employee's supervisor will review all requests received and will approve or reject request based on Seniority by the 20th of each month with a rolling six (6) months. Example: A November vacation request should be submitted by May 10th in order to be designated by seniority. After the 20th of the month all, available dates for November are open on a first come first serve basis. Requests are considered no more than six months (180 days) in advance.

Article 13. POSTING OF POSITIONS

The Authority shall endeavor to recruit open positions internally before proceeding to external recruitment but reserves the right in its sole discretion based on business needs and efficiency to recruit internally, externally or both concurrently.

Article 14. SALARIES

- 14.1 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 3.5% of base pay as reflected in the attached Salary Schedule, Attachment 1.
- 14.2 Cost of Living Adjustment 2023/24. Effective the first full pay period in July 2023, all Unit employees will receive a cost-of-living base pay increase of a minimum of 1.5% and maximum of 3.5% 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.
- 14.3 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 1.5% and maximum of 3.5% 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.
- 14.4 Bilingual Pay. The Authority shall designate which Unit employee job classifications require the ability to speak Spanish and English. Unit employees 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.
- 14.5 Longevity. ABC unit employees 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.

- 14.6 Out of Class Appointment Pay. Government Code section 20480 defines an “out-of-class appointment” to mean an appointment of an employee to an upgraded position or higher classification by an employer or governing board or body in a vacant position for a limited duration shall not exceed a total of 960 hours in each fiscal year. For purposes of this section, a “vacant position” refers to a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence. An employee who is appointed by the Division Manager with approval from the CAO to perform all the duties of a higher classification shall receive ten percent (10%) Out of Class Pay while performing those duties. Such pay shall start on the first day of the appointment effective date and be based on the employee's established salary. Out of Class Pay will be paid within the pay period in which the Out of Class Pay was worked.
- 14.7 Additional Duties Pay. Unit employees who are formally assigned to take on duties outside their classification must be assigned to do so in writing signed by their Division Manager. Additionally, the CAO must authorize the extra duties and extra pay. Documentation of these approvals shall have a set end date and be placed in the employee's personnel file. Additional Duties Pay shall be at least a five percent (5%) and may be up to ten (10%) increase to the base salary of the employee based on the degree of duties assigned for the duration of the assignment at the sole discretion of the Authority and shall not apply where employees are formally appointed to act and work in a higher temporarily vacant and budgeted position.
- 14.8 Equity Adjustments. Based on the 2021/22 Compensation Study, the Authority and ABC agree to a salary equity adjustment of a 12.5% increase to the base pay range for the Human Resources Supervisor (applied as follows: 7.5% in FY 22/23 and 5.0% in FY 23/24) and a 10.0% increase to the base pay range for the Business Services Supervisor (applied as follows: 7.5% in FY 22/23 and 2.5% in FY 23/24). The Equity Adjustments are included in the attached Salary Schedule, Attachment 1.
- 14.9 Compensation and Benefits Study 2024/25. In the final year of this MOU, the Authority will commission a Total Compensation and Benefits Study for all Unit 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 Unit employee shall have the opportunity to review their respective job description to ensure accuracy of duties and responsibilities. The Authority and the ABC shall meet and confer to approve the scope of work defining the process by which the Study is conducted, how positions are compared, and which agencies will be surveyed. The Study will take place and be completed by January 4th of the final year of the MOU.

Article 15. COMPENSATION STRUCTURE, SALARY RANGES AND STEPS

- 15.1 Compensation Structure. The Authority and the ABC strive to establish equitable wage rates and benefits so that every employee is paid according to the working conditions, responsibilities, and requirements of the job. We try 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 the agreed upon Unit employee salary ranges 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.

- 15.2 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 annual evaluation date. Regular employees are eligible for, but not guaranteed, a Merit/Evaluation increase. Failure to complete an evaluation by the Authority on the annual evaluation period, shall not be a bar to any potential 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, but they may appeal the evaluation to the CAO for a final determination, without any other right of grievance or appeal.
- 15.3 Classification Levels. The Authority employs alternate staffing whereby a position may be filled at one of several related levels within a classification. Under alternate staffing, the Board establishes the allocation in the classification. The position may then be filled at any class level as determined by management. Movement between levels within a classification is evaluated by experience and time in a classification and is not considered a promotion and does not create a new probationary period. Movement to the next higher class level is also not automatic. Managers/supervisors will objectively evaluate the performance of each employee and an employee will not be appointed to the next higher class level until the employee's immediate manager/supervisor has certified that the employee has the skills necessary to perform the duties of the higher class level satisfactorily. Appointment to the next class level shall always include a pay increase and may occur at:
- a. The completion of an employee's probationary period.
 - b. The completion of an employee's annual performance evaluation.

Article 16. BENEFITS

16.1 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 for ABC represented employees. Employees

electing medical, dental and/or vision coverage shall pay ten percent (10%) of the total 2022 premium amount. Authority and ABC 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 ABC represented employee selected health care premiums and the employee shall 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 employee'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.

16.2 Section 125 Flexible Benefits Plan

Employees 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.

16.3 Employee Assistance Program

Employees, 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.

16.4 Short and Long-Term Disability Insurance

Employees 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 employees. 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. Employees also participate in the State funded short-term disability program.

16.5 Life Insurance

The Authority provides employees 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. Employees are eligible for this benefit on the first of the month following date of hire.

16.6. California Public Employee Retirement System (“CalPERS”)

Unit employees defined by CalPERS as “Classic Members” shall pay the employee’s contribution to CalPERS as determined by CalPERS, currently 7% of earnable compensation. The Authority’s CalPERS contract provides that represented Classic Members shall make an additional 1% cost sharing contribution to the employer’s contribution to CalPERS with the additional 1% credited to the employee’s account.

Unit employees 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.

16.7. Deferred Compensation

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

16.8. Education Assistance

The Authority will reimburse a non-management employee 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.

16.9. Physical Fitness/Wellness Program

The Authority will reimburse employees up to \$500 annually toward the cost of employee’s health or fitness club membership.

16.10 Protective Footwear Voucher/Reimbursement

Represented employees whose work requires Protective Footwear will receive a purchase voucher from their Department Manager or Supervisor annually for up to \$240.00 for safety boots that meet the approved Protective Footwear specifications. This voucher or reimbursement amount shall increase annually by \$10 per year on July 1st of each subsequent year of this MOU. The Department Manager 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 employee 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 department Manager, prior to receiving reimbursement. Costs in excess of \$240.00 is the responsibility of the employee.

Article 17. LEAVES

17.1 Paid Time Off. Unit employees 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 employees 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. Employees 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 Employee's current number of service years and will not be applied retroactively.

An employee 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 paycheck 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

- 17.2 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, represented employees must make a written request to and receive written approval from their Supervisor or Department Manager. 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.

A represented employee may request cash-out of accrued PTO hours. The maximum combined annual PTO cash-out payments in a calendar year are eighty (80) hours. Employees requesting a cash-out must have taken at least eighty (80) hours of PTO Leave during the preceding 12-month period to receive a cash-out payment of PTO. Further, the employee 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 in the following calendar year.

- 17.3 Attendance and Punctuality. To maintain a safe and productive work environment, all employees shall be punctual in reporting for scheduled work or in reporting their absence from work. Absenteeism and tardiness place a burden on other employees and on working operations. In the event an employee becomes aware of an anticipated tardiness or absence, they are required to notify their Supervisor or the Department Manager as soon as possible, and no later than one (1) hour prior to the beginning of their scheduled shift. If it is before or after normal working hours, the employee shall notify their supervisor by sending a text or leaving a voice message with a return number. The Supervisor and/or Department Manager should message

or call-in return to acknowledge the call within an hour to ensure that there is documentation that the employee's communication was received to avoid allegations of a no call/no show.

Excessive absenteeism (excused or not), including early departures, will not be tolerated and may result in counseling or corrective action, or discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis.

17.4

Unscheduled PTO. Unscheduled PTO is to be used for illness or injury, and the following provisions shall apply:

- a. Failure to follow reporting procedures outlined above or herein may result in an unexcused absence;
- b. A doctor's certificate may be required as proof of need for absence of three (3) or more days and to medically release an employee to return to work;
- c. Up to one-half of the current year's PTO accrual can be used for the injury or illness of the employee's child, parent, spouse, domestic partner or domestic partner's child.
- d. If a Supervisor/Manager has reason to believe that an employee is not using their unscheduled PTO appropriately, e.g., unusual pattern of sick use, excessive use of incidental sick use, etc., the employer may place the employee on a sick use reporting requirement. Employees placed on Sick Use Reporting will be required to bring a doctor's note for all absences until they are released from this requirement. The steps for this process shall be as follows:
 1. The Supervisor/Manager will meet with the employee and provide a list of problem absences. Absences subject to FMLA or workplace injury (workers' compensation) or other protected leave shall not be included in the list of problem absences.
 2. The Supervisor/Manager will provide the employee with written documentation that specifically outlines the employer's concerns and expectations. The employee will be notified in writing of the timelines and the goals they are expected to achieve.
 3. The employee and the Supervisor/Manager will meet at least quarterly to discuss this issue until the employee is removed from the Sick Use Reporting requirement.

4. Nothing herein shall preclude the Authority from taking disciplinary action for abuse of unscheduled PTO in accordance with existing MOU provisions in addition to following the procedures outlined above.

- e. Unscheduled PTO can be used for an absence necessitated by the employee's incapacitation from the performance of regular duties due to personal illness, injury or pregnancy.
- f. Unscheduled PTO can be used for medical, optical or dental office appointments.
- g. Unscheduled PTO can be used for absence due to the illness of a family member. Family Member for the purpose of this provision is defined as any person related by blood or marriage and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).
- h. Unscheduled PTO can be used for any other situation not described above and which is prescribed or required by state and/or federal law.

17.5 Catastrophic Leave Donation Program. In the unfortunate event that an employee 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 or Flexible Leave that they have in excess of forty (40) hours. Donations can be made by filling out a PTO and Flexible Leave 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, Flexible Leave, an employee must have a need in excess of their current combined PTO and Flexible Leave balances.

17.6 Flexible Leave. Represented employees are provided sixty (60) hours of Flexible Leave on January 1st of each year. The flexible leave benefit allows an employee to take time off with approval of their supervisor, or to cash-out all or part of the Flexible Leave balance. Flex Leave cannot be requested for a period more than 180 days in the future. Flexible Leave cannot be carried over beyond the calendar year received and any employee 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. Individuals 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 flex leave shall be paid out with the employee's final paycheck.

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

The Authority recognizes the following holidays for ABC 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

All regular full and part-time, Unit employees who do not work on a designated holiday due to the facility closure associated with the holiday above, will receive 8 hours of holiday pay at their regular rate of pay. Unit employees are granted one Floating Holiday to be used at employee's discretion subject to approval. Requests for the use of a floating holiday will be the same as PTO requests. The first time an employee uses a full day of eight (8) hours of PTO will be considered an employee's election to use their Floating Holiday. PTO, Floating Holiday or Flexible Leave will not be counted as hours worked for the purposes of determining overtime and shall not be counted as days worked prior to or after the holiday for purposes of entitlement to holiday pay. All regular full and part-time, Unit employees who work on a designated holiday will receive holiday pay at their regular rate of pay for the number of hours actually worked that day. All holidays shall be observed on the dates designated above, and not on any other dates regardless of whether they fall on a weekend.

Employees must work the last scheduled day before a holiday and the first scheduled working day following the holiday to be eligible for holiday pay. If an employee has a preapproved and/or excused absence on a holiday, the supervisor may authorize providing holiday pay in lieu of reducing an employee's paid absence (e.g., PTO).

Article 18. EMERGENCY RESPONSE

Any Unit employee who is called to work other than on a scheduled basis shall be compensated for actual hours worked with a minimum of two (2) hours at time and one-half (1½) the employee's current hourly rate of pay commencing at the time the employee reaches the place where she/he is

directed to report and continues until she/he is released or the work is completed, whichever is earlier. This provision shall not apply to situations where the employee is called in early to a scheduled shift or held over after a scheduled shift.

Article 19. REST AND MEAL PERIODS

- 19.1 Unit employees are authorized and permitted to take one ten-minute rest period during each four (4) hour work period. Rest periods are not provided if the total daily work schedule is less than 3-1/2 hours. To the extent possible, rest periods are to be taken in the middle of work periods. Rest periods may not be combined or added to meal periods. Rest periods will not unduly interfere with the efficient operations of the Authority. Employees are not required to clock in and out for rest periods. Since this time is counted and paid as time worked, employees shall not be absent from their workstation beyond the allotted time.
- 19.2 Unit employees who are scheduled for shifts in excess of five (5) hours will be provided with one unpaid meal period of 30 minutes or 60 minutes in length as determined by the Authority based on site specific needs. Meal periods are determined by individual flexible schedules or management will schedule meal periods to accommodate operation requirements and will relieve the employee of all active responsibilities and restrictions during meal periods. Meal periods are unpaid and employees must utilize the Authority to provided administrative office in-and-out board to acknowledge when they are taking their lunch break. If an employee's work shift is six (6) hours, they may waive the unpaid meal period but must do so in writing on a form provided by the Authority. Employees who fail to take meal periods are not entitled to any additional compensation other than being paid for their actual work hours.
- 19.3 The Authority may stager employee breaks and meal periods based on start times for business purposes, if necessary.
- 19.4 Teleworking for up to 2 days per work week may be allowed with advanced approval of the Supervisor/Department Manager and CAO in accordance with the Authority's Teleworking Policy. Teleworking approvals may be suspended or terminated by the Supervisor/Department Manager and CAO based on business needs.

Article 20 GRIEVANCE PROCEDURE

- 20.1 Grievance Defined. A grievance is a complaint that there has been a violation of this MOU, the personnel policies of the Authority, and/or local, state or federal law. The represented Unit employee and/or their designated representative bringing such a complaint shall state how the violation affects their wages, hours, working conditions, or job security, as provided for in this MOU, the personnel policies of the Authority, and/or local, state or federal law.

20.2 Informal Discussion. When a represented Unit employee has a grievance complaint, the employee and/or their designated representative shall first informally discuss the matter with the employee's immediate supervisor within fifteen (15) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or their designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the complaint has not been satisfactorily resolved, the represented Unit employee shall have the right to file a formal written grievance on a form to be supplied to the ABC by the Authority.

20.3 Formal Grievance Procedure. A formal written grievance shall be used to resolve a represented Unit member's grievance complaint which the employee believes has not been satisfactorily resolved by the informal discussion process described above. The procedure is as follows:

- a. A represented Unit employee shall have the right to present a formal grievance, in writing, within fifteen (15) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior, if applicable. All formal written grievances shall state: (1) the violation of this MOU, the personnel policies of the Authority, and/or local, state or federal law; (2) how it affects the employee's wages, hours, working conditions or job security; and (3) the employee's requested remedy.
- b. The formal written grievance shall be presented to the Division Manager. The Division Manager shall discuss the grievance with the represented Unit employee and/or their designated representative. Within fifteen (15) working days after receipt of the formal written grievance, the Division Manager shall render a written decision regarding its merits. If the Division Manager's decision does not satisfactorily resolve the grievance complaint, the employee and/or their designated representative may present the formal grievance to the CAO. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the employee does not seek further review of the grievance within fifteen (15) working days after the receipt of the decision of the Division Manager. Failure of the Division Manager to render a written decision on the grievance within fifteen (15) working days constitutes a decision denying the grievance and the employee may proceed to the next step in the grievance process.
- c. When a represented Unit employee presents a formal grievance to the CAO, the CAO shall discuss the grievance with the employee and/or their designated representative. Within fifteen (15) working days after receipt of the formal grievance, the CAO shall render a written decision regarding its merits. The decision of the CAO shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the

Authority's administrative process. Should the CAO fail to render a written decision within fifteen (15) working days, the grievance shall be deemed denied and the administrative procedures completed.

- 20.4 No Reprisals. The Authority shall not institute any reprisals against any represented Unit employee or their designated representative resulting from the use of the grievance procedure.

Article 21 DISCIPLINE

- 21.1 Purpose. Except as modified herein, the employment policies of the Authority are described in the Employee Handbook. Adherence to standards of performance and conduct is necessary for the Authority to operate in the most effective manner possible. Disciplinary procedures have been established to handle rule violations, or any other misconduct, which has or may have a detrimental effect on the Authority, its operations, or its employees.
- 21.2 Types of Discipline. Discipline shall include verbal counseling, written counseling, a performance improvement plan, suspension, salary reduction, demotion, and termination as appropriate for the specific situation. While discipline should be progressive and commensurate with the nature and degree of the misconduct or poor performance at issue, certain conduct or performance problems may result in termination even for the first offense. Verbal counseling and/or written counseling may be subject to a grievance, but are not entitled to any form of pre-disciplinary notice and response rights nor any form of post-discipline imposition due process appeal rights.
- 21.3 Performance Improvement Plan. Performance deficiencies may be addressed through a Performance Improvement Plan on a stand-alone basis based upon recent performance issues, as part of an employee performance review, or as part of a counseling or discipline process. The primary objective is to establish a formal plan of action for improvement, observe the employee's progress, evaluate the employee's work performance, and to determine the employee's continued suitability for the position they hold.
- 21.4 Pre-Disciplinary Notice and Response Rights. A represented employee may be subject to discipline by a Division Manager. When suspension, salary reduction, demotion, or termination is being proposed against a represented employee who has passed probation, the employee shall be afforded pre-disciplinary notice and response rights starting with a NOTICE OF PROPOSED DISCIPLINARY ACTION ("NOTICE") from the disciplining authority which shall include the following:
- a. The type of discipline being proposed; and

- b. The date the proposed discipline is intended to be effective; and
- c. The specific grounds and particular facts upon which the proposed discipline is based; and
- d. A copy of all written materials, reports or documents upon which the proposed action is based; and
- e. A statement of the employee's right to respond either orally or in writing to the proposed discipline within five (5) workdays of service of the NOTICE; and
- f. A statement that failure to respond at or by the time specified shall constitute a waiver of the right to respond prior to discipline being imposed.

21.5 Notice Of Disciplinary Action Being Imposed. After the response, or the expiration of the employee's time to respond, to the NOTICE OF PROPOSED DISCIPLINARY ACTION, the appropriate disciplining authority shall:

- a. Consider the employee's response; and
- b. Decide whether to uphold, modify or rescind the proposed disciplinary action; and
- c. Serve the employee with a written NOTICE OF DISCIPLINARY ACTION BEING IMPOSED, which shall include the reasons for the disciplinary action being imposed, the effective date for imposition of the disciplinary action, and the employee's rights of appeal.

21.6 Post-Discipline Appeal. Employees who disagree with the decision to discipline for a suspension, salary reduction, demotion or termination may appeal that decision to the Authority's Chief Administrative Officer. Any such appeals must be in writing and received by the Chief Administrative Officer no less than ten (10) days following the date on which the employee received the NOTICE OF DISCIPLINARY ACTION BEING IMPOSED. Failure to file such a request within the aforementioned time frame will result in the employee having waived their right to an appeal hearing and appeal of the discipline.

21.7 Post-Discipline Appeal Hearing. The Chief Administrative Officer may conduct the appeal hearing himself or refer it to a third party to conduct the appeal hearing and issue an advisory decision to the Chief Administrative Officer.

- a. Hearing Date. After the selection of a hearing officer, a date shall be selected by the hearing officer for the hearing. The employee shall be notified in writing at least ten (10) working days prior to the hearing of the

scheduled date. The hearing officer shall have sole discretion of hearing date calendaring and/or extensions.

- b. Prehearing Notice of Witnesses and Exhibits. Five (5) working days prior to the hearing, each party shall identify to the opposing party all witnesses and documents which the party disclosing the information intends to use at the hearing. Failure to disclose a witness or document shall require its exclusion from the hearing, unless used for impeachment purposes or submitted with reasonable justification to the hearing officer as determined in their sole discretion.
- c. Closed Hearing. The hearing shall be a closed hearing unless the employee requests in writing five (5) working days prior to the hearing that the hearing be open to the public.
- d. Record of Hearing. The hearing shall be recorded, either electronically or by a court reporter, at the option of the hearing officer and at no expense to the employee.
- e. Employee Appearance. The employee shall appear personally before the hearing officer at the time and place set for the disciplinary appeal hearing. The employee may be represented by any person they may select so long as they are not a witness in the hearing.

21.8 Conduct at the Disciplinary Hearing.

- a. All testimony shall be by oath or affirmation.
- b. The conduct and decorum of the hearing shall be under the control of the hearing officer.
- c. Direct and cross-examination of witnesses shall be permitted.
- d. Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- e. The Authority shall bear the burden of proof by a preponderance of the evidence that sufficient grounds exist to justify the employee's discipline. The inquiry of the hearing officer shall be whether the greater weight of the evidence supports the Authority's decision to discipline the employee or not.
- f. The hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these rules bearing upon the matter.

21.9 Disciplinary Hearing Decision.

- a. Within forty-five (45) days of the conclusion of the hearing, the hearing officer, if they be the Chief Administrative Officer, shall make findings and a final administrative decision with reference to the discipline imposed.
- b. Within forty-five (45) days of the conclusion of the hearing, if the hearing officer is not the Chief Administrative Officer, the hearing officer shall make advisory findings and an administrative decision with reference to the discipline imposed and transmit same to the parties and the Chief Administrative Officer. The Chief Administrative Officer shall then consider same and issue a decision adopting or modifying the decision as deemed appropriate by the Chief Administrative Officer based upon their complete review of the record of the hearing.
- c. A copy of the Chief Administrative Officer's decision may be sent by US mail with proof of service that reflects delivery to the last known address of the employee. It shall be the responsibility of the employee to inform the Authority of their address for such purposes.
- d. The decision of the Chief Administrative Officer is final except for judicial review pursuant to Code of Civil Procedure §1094.5. There is no process for reconsideration.
- e. Pursuant to Code of Civil Procedure section 1094.6, the parties have ninety (90) days from the date of the proof of service of mailing of the written findings and decision to appeal the Authority's decision on the appeal to the Superior Court in and for the County of Monterey.

Article 22 LAYOFF/REDUCTION IN WORKFORCE

Layoff/reduction in workforce is defined as involuntary employment separation initiated by the Authority. Under some circumstances, the Authority may need to restructure or reduce its workforce. If it becomes necessary to restructure operations or reduce the number of employees, the Authority will provide at least thirty (30) days advance notice to the ABC and the affected represented employee. Any layoff will be done by classification, by Seniority in that classification and then by previous successor seniority, if necessary. If possible, employees subject to restructure or reductions will be informed of the nature and the foreseeable duration of the restructure or reduction, whether short-term, long-term or permanent.

Article 23 ABC PROHIBITED CONDUCT

- 24.1 The ABC, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Article by any Unit member shall constitute a just cause for discipline.

- 24.2 In the event that the ABC, its officers, agents, representatives and/or members cause or condone any employee strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services, the ABC shall immediately instruct any persons engaging in such conduct that their conduct is a violation of this MOU, and require all such represented persons to immediately cease engaging in the prohibited conduct and return to work.

Article 24 NEW CONTRACT DOCUMENTS

The ABC shall provide this and any new, revised versions of this MOU or amendments thereto, in adequate format for distribution to all bargaining unit employees.

Article 25 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 26 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 27 MODIFICATION



This MOU may only be modified or amended by written agreement between the parties which must then be ratified by the ABC and formally approved by resolution of the Board of the Authority.

<p>On Behalf of the Salinas Valley Solid Waste Authority:</p> <p>DocuSigned by: <i>Patrick Mathews</i> By: <u>A30C5FE75CA34CC...</u> R. Patrick Mathews, General Manager/CAO Date: <u>8/24/2022</u></p> <p>DocuSigned by: <i>C. Zuniga</i> By: <u>706CA2999B60439...</u> Cesar Zuniga, Assistant General Manager Date: <u>8/30/2022</u></p>	<p>On Behalf of the Administrative, Finance and Resource Recovery Unit:</p> <p>DocuSigned by: <i>Janna Faulk</i> By: <u>296CD75F3EAA49F...</u> Janna Faulk, ABC Representative Date: <u>8/31/2022</u></p> <p>DocuSigned by: <i>Rosalinda Ramirez</i> By: <u>DCBD32468C6D44E...</u> Rosalinda Ramirez, ABC Representative Date: <u>8/24/2022</u></p>
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Approved as to form:

DocuSigned by:
Shannon Chaffin
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Shannon Chaffin
Assistant Authority General Counsel

<p>On Behalf of the Salinas Valley Solid Waste Authority:</p> <p>By: _____ R. Patrick Mathews, General Manager/CAO</p> <p>Date: _____</p> <p>By: _____ Cesar Zuniga, Assistant General Manager</p> <p>Date: _____</p>	<p>On Behalf of the Administrative, Finance and Resource Recovery Unit:</p> <p>By:  _____ Janna Faulk, ABC Representative</p> <p>Date: <u>8/11/22</u></p> <p>By:  <u>8/11/22</u> _____ Rosalinda Ramirez, ABC Representative</p> <p>Date: <u>8/11/22</u></p>
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Approved as to form:

Shannon Chaffin
Assistant Authority General Counsel

SALINAS VALLEY SOLID WASTE AUTHORITY
SALARY SCHEDULE
ADMINISTRATIVE/FINANCE/RESOURCE RECOVERY BENEFITS COMMITTEE (ABC)
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%	2.5%	
Human Resources Supervisor	Hourly	44,028	45,128	46,257	47,413	48,598	49,813	51,059	52,335	53,643	54,985	56,359
	Bi-Weekly	3,522.21	3,610.27	3,700.53	3,793.04	3,887.87	3,985.06	4,084.69	4,186.81	4,291.48	4,398.76	4,508.73
	Monthly	7,631.47	7,822.25	8,017.81	8,218.25	8,423.71	8,634.30	8,850.16	9,071.41	9,298.20	9,530.65	9,768.92
	Annual	91,577.58	93,867.02	96,213.70	98,619.04	101,084.52	103,611.63	106,201.92	108,856.97	111,578.39	114,367.85	117,227.05
Business Services Supervisor	Hourly	44,028	45,128	46,257	47,413	48,598	49,813	51,059	52,335	53,643	54,985	56,359
	Bi-Weekly	3,522.21	3,610.27	3,700.53	3,793.04	3,887.87	3,985.06	4,084.69	4,186.81	4,291.48	4,398.76	4,508.73
	Monthly	7,631.47	7,822.25	8,017.81	8,218.25	8,423.71	8,634.30	8,850.16	9,071.41	9,298.20	9,530.65	9,768.92
	Annual	91,577.58	93,867.02	96,213.70	98,619.04	101,084.52	103,611.63	106,201.92	108,856.97	111,578.39	114,367.85	117,227.05
Contracts & Grants Analyst	Hourly	40,956	41,980	43,029	44,105	45,208	46,338	47,496	48,684	49,901	51,148	52,427
	Bi-Weekly	3,276.48	3,358.39	3,442.35	3,528.41	3,616.62	3,707.04	3,799.71	3,894.70	3,992.07	4,091.87	4,194.17
	Monthly	7,099.04	7,276.51	7,458.43	7,644.89	7,836.01	8,031.91	8,232.71	8,438.52	8,649.49	8,865.72	9,087.37
	Annual	85,188.45	87,318.16	89,501.11	91,738.64	94,032.11	96,382.91	98,792.48	101,262.30	103,793.85	106,388.70	109,048.42
Clerk of the Board	Hourly	32,795	34,455	35,316	36,199	37,104	38,032	38,983	39,957	40,956	41,980	43,030
	Bi-Weekly	2,689.18	2,766.41	2,825.32	2,895.95	2,968.35	3,042.56	3,118.62	3,196.59	3,276.50	3,358.42	3,442.38
	Monthly	5,826.55	5,972.22	6,121.55	6,274.56	6,431.42	6,592.21	6,757.02	6,925.94	7,099.09	7,276.57	7,458.48
	Annual	69,918.64	71,666.60	73,458.27	75,294.73	77,177.09	79,106.52	81,084.18	83,111.29	85,189.07	87,318.80	89,501.77
Accounting Technician II	Hourly	32,795	33,615	34,455	35,317	36,200	37,105	38,032	38,983	39,958	40,956	41,980
	Bi-Weekly	2,623.60	2,689.19	2,756.42	2,825.33	2,895.96	2,968.36	3,042.57	3,118.64	3,196.60	3,276.52	3,358.43
	Monthly	5,684.47	5,826.58	5,972.24	6,121.55	6,274.59	6,431.45	6,592.24	6,757.05	6,925.97	7,099.12	7,276.60
	Annual	68,213.62	69,918.96	71,666.94	73,458.61	75,295.07	77,177.45	79,106.89	81,084.86	83,111.67	85,189.47	87,319.20
Resource Recovery Tech II	Hourly	32,795	33,615	34,455	35,317	36,200	37,105	38,032	38,983	39,958	40,956	41,980
	Bi-Weekly	2,623.60	2,689.19	2,756.42	2,825.33	2,895.96	2,968.36	3,042.57	3,118.64	3,196.60	3,276.52	3,358.43
	Monthly	5,684.47	5,826.58	5,972.24	6,121.55	6,274.59	6,431.45	6,592.24	6,757.05	6,925.97	7,099.12	7,276.60
	Annual	68,213.62	69,918.96	71,666.94	73,458.61	75,295.07	77,177.45	79,106.89	81,084.86	83,111.67	85,189.47	87,319.20
Accounting Technician I	Hourly	29,710	30,452	31,214	31,994	32,794	33,614	34,454	35,315	36,198	37,103	38,031
	Bi-Weekly	2,376.77	2,436.19	2,497.10	2,559.53	2,623.51	2,689.10	2,756.33	2,825.24	2,895.87	2,968.27	3,042.47
	Monthly	5,149.68	5,278.42	5,410.38	5,545.64	5,684.28	5,826.39	5,972.05	6,121.35	6,274.38	6,431.24	6,592.02
	Annual	61,796.12	63,341.03	64,924.55	66,547.67	68,211.36	69,916.64	71,664.56	73,456.17	75,292.58	77,174.89	79,104.26
Resource Recovery Tech I	Hourly	29,710	30,452	31,214	31,994	32,794	33,614	34,454	35,315	36,198	37,103	38,031
	Bi-Weekly	2,376.77	2,436.19	2,497.10	2,559.53	2,623.51	2,689.10	2,756.33	2,825.24	2,895.87	2,968.27	3,042.47
	Monthly	5,149.68	5,278.42	5,410.38	5,545.64	5,684.28	5,826.39	5,972.05	6,121.35	6,274.38	6,431.24	6,592.02
	Annual	61,796.12	63,341.03	64,924.55	66,547.67	68,211.36	69,916.64	71,664.56	73,456.17	75,292.58	77,174.89	79,104.26
Administrative Assistant II	Hourly	28,278	28,985	29,710	30,453	31,214	31,994	32,794	33,614	34,454	35,316	36,199
	Bi-Weekly	2,262.26	2,318.82	2,376.79	2,436.21	2,497.11	2,559.54	2,623.53	2,689.12	2,756.35	2,825.25	2,895.89
	Monthly	4,901.57	5,024.11	5,149.71	5,278.45	5,410.41	5,545.67	5,684.31	5,826.42	5,972.08	6,121.39	6,274.42
	Annual	58,818.80	60,289.27	61,796.50	63,341.42	64,924.95	66,548.08	68,211.78	69,917.07	71,665.00	73,456.62	75,293.04
Administrative Assistant I	Hourly	25,619	26,260	26,916	27,589	28,279	28,986	29,711	30,453	31,215	31,995	32,795
	Bi-Weekly	2,049.55	2,100.79	2,153.31	2,207.14	2,262.32	2,318.88	2,376.85	2,436.27	2,497.18	2,559.61	2,623.60
	Monthly	4,440.69	4,551.71	4,665.50	4,782.14	4,901.69	5,024.23	5,149.84	5,278.58	5,410.55	5,545.81	5,684.46
	Annual	53,288.26	54,620.46	55,985.98	57,385.63	58,820.27	60,290.77	61,798.04	63,342.99	64,926.57	66,549.73	68,213.48
Student Intern	Hourly	15,000	15,375	15,759	16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201