

MANAGEMENT UNIT**MEMORANDUM OF UNDERSTANDING**

JULY 1, 20052008

This Memorandum of Understanding made and entered into effective this First day of July 2005, between the Monterey Regional Waste Management District and the Management Unit. Management employees include the following positions: Information Systems Manager, Senior Engineer, Finance Manager, Site Manager, Materials Recovery Facility Manager, Equipment Maintenance Manager, Last Chance Mercantile/Hazardous Materials Manager, Safety Manager, Assistant Materials Recovery Facility Manager, and Public Education and Recycling Manager.

It is the mutual desire of the parties to conclude the meet and confer process as early as possible prior to the expiration of the Agreement. Therefore, it is agreed that the parties agree to commence negotiations sixty (60) days prior to June 30, 20082011, or as soon as practical.

1. SALARIES

- A. Effective July 1, 20052008, a COLA adjustment shall be applied to the ranges as determined by the SF/BAY CPI-U for the twelve-month period ending April 30, 20052008. Such an adjustment shall equal 2.49% and the monthly regular salary ranges shall be as follows:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Information Systems Manager	7,857	8,252	8,663	9,096	9,552	10,030
Senior Engineer	7,857	8,252	8,663	9,096	9,552	10,030
Finance Manager	6,788	7,128	7,483	7,857	8,252	8,663
Site Manager	6,788	7,128	7,483	7,857	8,252	8,663
Materials Recovery Facility Manager	6,788	7,128	7,483	7,857	8,252	8,663
Equipment Maintenance Manager	5,864	6,158	6,465	6,788	7,128	7,483
LCM/HHW Manager	5,864	6,158	6,465	6,788	7,128	7,483
Safety Manager	5,864	6,158	6,465	6,788	7,128	7,483
Assistant Materials Recovery Facility Manager	5,319	5,584	5,864	6,158	6,465	6,788
Public Education and Recycling Manager	5,319	5,584	5,864	6,158	6,465	6,788

- B. Effective July 1, 2006-2009 and 20072010, a COLA adjustment shall be applied to the ranges as determined by the SF/BAY CPI-U for the twelve-month period ending April 30, 2006-2009 and 20072010. Such adjustments shall not be less than one and a-half (1.5) percent nor greater than four and a half (4.5) percent.
- C. Bilingual Pay. An employee designated by the General Manager to provide bilingual services shall receive up to five (5) percent of his/her monthly salary as a premium.
- D. Shift Differential. Employees assigned for one pay period or longer to an 8-hour shift that begins on or after 2 p.m. shall receive 5% of regular salary as a shift differential and employees working an 8-hour shift that begins between 11 a.m. and 2 p.m. shall receive a shift differential equal to 2.5% of regular pay.

- E. ~~Effective July 1, 2005, a longevity step of 2.5% shall be provided to employees with at least fifteen (15) years of employment with the District who are performing their duties satisfactorily~~**Beginning July 2008, a longevity adjustment of 2.5% shall be provided to employees who are performing their duties satisfactory with more than ten (10) years of continuous employment with the District. A longevity adjustment of 2.5% shall be provided to employees who are performing their duties satisfactory with more than fifteen (15) years of continuous employment with the District.**
- F. **Effective July 1, 2009, a market equity adjustment of one percent (1%) shall be applied to the salary ranges for positions within the unit. Effective July 1, 2010, a market equity adjustment of one and one half percent (1.5%) shall be applied to the salary ranges for positions within the unit.**

2. HEALTH INSURANCE

- A. The District shall increase its contribution for Health Insurance Premiums (medical, prescription, dental, and vision) up to 10% in each of the three years of the agreement (~~0508/0609, 0609/0710, and 0710/0811~~). If the premium increases more than 15%, the District shall split (50/50) the additional cost with the employees. This shall be based on the current family premium rate of ~~\$1,201~~**\$1,463** per month. If the increase in any year(s) is less than the maximum provided, the unused dollar amount shall be "carried-over" to subsequent years within the contract to increase the District's maximum contribution.
- B. The District shall pay the administrative fee charged for employees who are not members of Operating Engineers Union.

3. LONG TERM DISABILITY INSURANCE

The District shall continue to provide all employees with long term disability coverage at the rate of 66.7% of the employees' regular salary following a 60-day waiting period.

4. LIFE INSURANCE

The District shall provide all employees life insurance coverage equal to twice their annual regular salary.

5. RETIREMENT

- A. The District shall pay the employees' contribution to the Public Employees Retirement System (PERS). This amount shall not exceed 7% of Regular Gross Salary.
- B. The District shall provide employees with a PERS contract that includes the following: One year Final Compensation (Section 20042); Credit for Unused Sick Leave (Section 20985); Improved Non-Industrial Disability Allowance (Section 21427); Third Level of 1959 Survivor Benefits (Section 21573); 2% @ 55 Full and Modified Formula (Section 21354); Military Service Credit as Public Service (Section 21024).
- C. ~~Beginning July 1, 2005 and ending December 31, 2005, the District shall contribute 1.5% of regular salary to a 457 deferred compensation plan. Up to 3% of regular salary shall be provided to match an employee's payroll contribution above 1.5%. Effective January 1, 2006, the District shall match up to 4% of an employee's payroll deduction to the District's deferred compensation plan. If the PERS combined rate is between 10% and below 12%, the District shall match employee contributions up to 5%. If the PERS combined rate is less than 10%, the District shall match employee contributions up to 6%.~~
- D. For employees who elect health insurance without dependent coverage, the District shall provide additional deferred compensation contributions. ~~For FY 05-06 the monthly contribution shall be \$436; for FY 06-07 the monthly contribution shall be \$325; and for FY 07-08 the monthly contribution shall be \$225. Thereafter~~**For FY 08/09, the District shall provide \$125 per month for one year. Employees hired after 2005 shall not be eligible for this benefit.**
- E. The District shall contribute toward health insurance premiums for employees retired from the District at the age of 55 or older with at least five (5) years of continuous employment with the District. Retirees shall be reimbursed at the rate of \$ 20 for each year of District service. Payments shall be made until the retiree reaches the age of 65. Beginning in 2006, the monthly rate shall increase by 2% each calendar year.

6. EDUCATIONAL BENEFITS

The District with prior supervisor recommendation and General Manager approval shall reimburse an employee for books and tuition for a job related course of study. The employee shall receive reimbursement upon successful completion of the course with a pass or grade of "C" or better.

7. ~~PERSONNEL POLICY~~

~~The District's personnel policy is attached and by reference hereto is a part of this document. Included in the policy are items relating to employment, promotion, discipline and grievance, overtime, vacation, holidays, sick leave, emergency leave, leave of absence, and District Policies on harassment, substance abuse, outside employment, and work environment.~~

87. MANAGEMENT LEAVE

- A. Effective January 1 of each year, management employees shall be credited with eighty (80~~100~~) hours of Management Leave at the beginning of the calendar year to be used by the end of the calendar year. **On July 1, 2008, management employees will be credited with 10 hours of management leave.** Employment less than a full calendar year shall reduce the credit proportionate to the time actually worked.
- B. Management leave may be accumulated to a maximum of 160 hours at the end of each calendar year. Leave in excess of the permitted maximum shall be liquidated by pay in December or, if the employee so elects, converted to a deferred compensation rollover of equal value or vacation leave to the extent the maximum vacation accumulation has not been reached. Management leave that has been credited at the beginning of the year may be used during that year or converted in December. Leave that has been rolled over from the prior year can be converted at any time during the subsequent year(s).

98. MISCELLANEOUS

- A. The District shall provide safety boots to Management Employees who regularly work outside the office as needed. Senior Engineer, Site Superintendent, ~~Assistant Site Superintendent~~Manager, Materials Recovery Facility Manager, Assistant Materials Recovery Facility Manager, Last Chance Mercantile/Hazardous Materials Manager, **Equipment Maintenance Manager** and Safety Manager are authorized to purchase safety boots through this program.
- ~~B. A committee shall be formed composed of interested employees to evaluate and recommend health plan options that would reduce the premium costs and maintain plan quality including the provider network.~~
- ~~C. The District shall establish a group of interested employees from the different units to evaluate and recommend changes to the Safety Incentive Program.~~
- ~~D. By October 2005, the District shall determine if the Site Superintendent position shall be refilled or eliminated. If the classification is to be eliminated, job analysis shall be performed to identify changes in duties and for those classifications with substantial additional responsibilities, salary adjustments shall be considered. Adjustments, if any, would be retroactive to July 1, 2005.~~
- ~~E. The District shall conduct a compensation study for classifications within this bargaining unit before the end of this contract. Such action shall not provide or imply any additional obligations regarding the study.~~

109. RATIFICATION

Nothing in this Memorandum shall be deemed binding on either the District or Management and Confidential Employees Unit until it has been adopted by the District's Board of Directors and ratified by the Unit's members.

110. TERM OF AGREEMENT

This Memorandum shall be effective July 1, 2005-2008 and remain in effect until June 30, 2008**2011**.

DATE: _____

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

William M. Merry
General Manager

MANAGEMENT AND CONFIDENTIAL EMPLOYEES UNIT

Don Prescott
Information Systems Manager

Richard Shedden
Senior Engineer

Chuck Rees
Finance Manager

Richard Petitt
Site Manager

Harry Hunzie
Materials Recovery Facility Manager

Ron Mooneyham
Equipment Maintenance Manager

Glen Evett
Last Chance Mercantile/
Hazardous Materials Manager

Jack Cook
Safety Manager

Vacant
Assistant Materials Recovery Facility Manager

Jeff Lindenthal
Public Education and Recycling Manager