



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by Wmm Date 8/14/09
General Manager

DATE: August 14, 2009
 TO: General Manager
 FROM: Administrative Services Manager
 SUBJECT: Consider Approval of Memorandum of Understanding with the Hourly Represented Unit and Related Adjustments to the 2009/10 Final Budget.

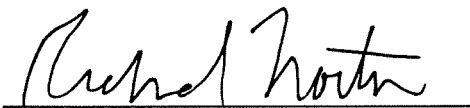
RECOMMENDATION: Approve Memorandum of Understanding and associated budget adjustments to the 2009/10 Final Budget.

DISCUSSION

Last month a tentative agreement with the Hourly Represented Unit was reached, extending for one year most of the elements in the expired contract with SEIU employees. It includes a 1.5% cost-of-living-adjustment to be implemented retroactively to July 1, 2009 and maintains a 10% pickup of health insurance increases. The modified memorandum of understanding is acceptable to the employee group and was reviewed by the Board in closed session at the July meeting.

FISCAL/BUDGET

If approved, the Salary Expenses budget would be increased by \$61,000: \$25,000 to fund the wage increase for 47 employees and \$36,000 to pay for most of the health insurance increase that will be required with the September premium renewal.


 Richard Norton

LEO LASKA
CHAIR

SUE McCLOUD
VICE CHAIR

GARY BALES
DAVID PENDERGRASS
JOSEPH P. RUSSELL
LIBBY DOWNEY
JANE PARKER
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BRUCE DELGADO



WILLIAM MERRY, P.E., BCEE
GENERAL MANAGER/
DISTRICT ENGINEER

TIMOTHY S. FLANAGAN
ASST. GENERAL MANAGER

RICHARD SHEDDEN, P.E.
SENIOR ENGINEER

RICHARD NORTON
ADMIN. SERVICES MGR.

ROBERT WELLINGTON
COUNSEL

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Home of the Last Chance Mercantile

HOURLY REPRESENTED UNIT MEMORANDUM OF UNDERSTANDING

JULY 1, 2009

This Memorandum of Understanding, made and entered into effective this First day of July 2009 by and between the Negotiating Committee of the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, hereinafter referred to as "District" and HOURLY REPRESENTED UNIT, hereinafter referred to as "Unit" for and on behalf of the employees hereinafter identified. Upon adoption by the Board of Directors of the District and the District employees who are members of the Unit, this Memorandum will become binding between the District and the Unit.

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, 2010, or as soon as practical.

WITNESSETH;

01.00 GENERAL PROVISIONS - DEFINITIONS

- 01.01 Employer. The term "Employer" as used herein shall refer to the District.
- 01.02 Unit. The term "Unit" as used herein shall refer to the representative chosen by the majority of District employees in the following classifications: Laborer I, Laborer II, Recycling Attendant, Sales Clerk I, and Sales Clerk II.
- 01.03 Employee. The term "Employee" as used herein shall mean all hourly employees of the District excluding the classifications of Deputy Weighmaster, Receptionist, and Site Support Assistant.

02.00 RECOGNITION

Unit Recognition. The Employer hereby recognizes the Unit as the only entity entitled to meet and confer on matters within the scope of representation for the Units, as provided in the Myers-Milias-Brown Act.

03.00 HIRING PROVISIONS

- 03.01 Non-Discrimination. No employee covered by the Agreement shall be discriminated against by the Employer, or by the Unit, by reason of race, color, religion, sex, age, or national origin.
- 03.02 Employment. The Employer shall not discharge or otherwise discriminate against any Employee by reason of Unit activities not interfering with the proper performance of his work.

04.00 DISTRICT RIGHTS

04.01 The rights of the District include, but are not limited to, the exclusive right to determine the method of accomplishing its mission of disposing of the region's solid waste; set standards of services; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classification; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

05.00 EMPLOYEE RIGHTS

05.01 Pursuant to the Myers-Milias-Brown Act, employees of the District 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 of employer-employee relations including but not limited to wages, hours and other terms and conditions of employment. Employees of the District 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 District. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or any employee organization because of his/her exercise of these rights.

05.02 Representative of the Unit shall have reasonable access to any Employee or Employees within the Units presenting a grievance and employees have the right to have the Unit Representative represent him or her at all stages of disciplinary action. Such access shall be given upon approval by the General Manager.

05.03 The Unit may select two (2) employees as Unit Representatives. The Unit shall notify the District who the Unit Representatives are.

05.04 In addition to his regularly assigned work, the Unit Representatives shall be permitted reasonable time during working hours to telephone the Outside Unit Representative on any violations of this Memorandum, such telephone charges to be at the Unit's expense. One Unit Representative shall be permitted time during working hours to attend District Board Meetings. Employees are allowed a reasonable amount of time to contact the Unit Representatives during working hours to report a grievance or violation of this Memorandum in a manner that will not materially disturb his regular assigned work.

06.00 COMPLIANCE WITH MEMORANDUM

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Unit 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 such unauthorized persons into compliance with the terms of this Memorandum. Individuals acting or conducting themselves in violation of the terms of this Memorandum, shall be subject to discipline, up to and including discharge.

07.00 PERSONNEL POLICY

The District's personnel policy for hourly employees 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.

08.00 SCHEDULING

The District will endeavor to approve requests for vacation leave, work schedules, including Holidays, shift assignments and training assignments in accordance with seniority, however, selections will be made on seniority only after employee performance and/or operational effectiveness are considered. The District will endeavor to provide two consecutive days off when scheduling shift assignments.

09.00 POSTING OF POSITIONS

The District shall post all open positions before external recruitment begins.

10.00 PROMOTIONS

The District shall make every reasonable effort to qualify and hire internal candidates.

11.00 SAFETY

The District shall provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. The Unit agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory and that, in appropriate circumstances, a medical exam may be required to establish an employee's physical ability to perform the duties of the job.

11.01 Safety issues are grievable.

11.02 The District shall inform the Unit as soon as possible prior to commencing jobs that may affect the health or working conditions of employees.

11.03 Within the first thirty (30) days of employment, the District shall provide safety boots to members of the bargaining unit who work outside the office as needed, with supervisor's approval. If the employee wishes to pay more than the District allows, for more expensive shoes meeting our standards, he/she may do so at his/her own cost for the excess amount. All such employees, so designated, shall not be permitted to work without safety shoes.

12.00 WAGES

12.01 Effective July 1, 2009, hourly wage ranges, which include a COLA adjustment equal to 1.5%, shall be as follows:

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Laborer I	9.76	10.24	10.76	11.29	11.86	12.45
Laborer II	11.86	12.45	13.08	13.73	14.42	15.14
Recycling Attendant	10.64	11.17	11.73	12.32	12.93	13.58
Sales Clerk I	10.64	11.17	11.73	12.32	12.93	13.58
Sales Clerk II	12.93	13.58	14.26	14.97	15.72	16.51

12.02 Call Back Pay. Any employee who is called back to work after he has worked his scheduled shift and has departed from his place of employment shall be compensated for a minimum of 2 hours pay at 1.5 times his regular rate.

- 12.03 Bilingual Pay. An employee designated by the General Manager to provide bilingual services shall receive up to 2.5% of his/her hourly pay or twenty-five cents per hour (\$0.25/hr) above his/her step, whichever is greater.
- 12.04 Out-of-Class Pay. An employee temporarily assigned the duties of a vacant position in a higher classification for two pay periods or longer shall be paid at Step I of the higher class or at 5% more than his/her present rate, whichever is higher, while working in the higher class. To receive out-of-class pay, the employee must be able to satisfactorily perform the essential duties of the higher class. Training in a different classification does not qualify for such pay. Shift differential pay and bilingual pay shall not be used to calculate the pay increase unless applicable in the higher class assignment.
- 12.05 Shift Differential. An employee working an 8-hour shift for one pay period or longer, which begins on or after 2 p.m. shall receive 5% of regular pay as a shift differential and an employee working an 8-hour shift for one pay period or longer, which begins between 11 a.m. and 2 p.m. shall receive shift differential pay equal to 2.5% of regular pay.
- 12.06 An employee on On-Call status as directed by his/her supervisor shall receive credit in the form of comp. time at the rate of one (1) hour of comp time for each day of On-Call status during the work week Monday through Friday and at the rate of one and one-half (1.5) hours of comp. time for each day over the weekend, Saturday, and Sunday.

13.00 HEALTH AND WELFARE

- 13.01 The District shall increase its contribution for employee health insurance (currently \$428.54/month) by the amount of the increase, but not to exceed 10% in the fiscal year beginning July 1, 2009. If the premium increases more than 15%, the District shall split (50/50) the additional cost (above 15%) with the employee.
- 13.02 The District shall increase its contribution for family health insurance (currently \$999.95/month) by the amount of the increase but not to exceed 10% in the fiscal year beginning July 1, 2009 for employees with at least one (1) year continuous employment or up to \$600/month for dependent's coverage for employees with less than one year employment.
- 13.03 Effective September 2005, the District shall provide dental and vision coverage for employees who have met the three-month introductory period. In addition, the District will contribute up to \$100/month for dependent dental coverage and up to \$30/month for dependent vision coverage.
- 13.04 Eligibility. An employee becomes eligible for medical, dental, and vision insurance beginning the first of the month following a three month introductory period in which they have worked on a full-time basis. Full-time is defined as working at least 30 hours per week and the introductory period requirement is met by working an average of 30 hours/week during thirteen consecutive weeks. When an employee ceases to be a full-time employee due to termination or a reduction in working hours, federal laws (COBRA) allow the employee to continue coverage by assuming responsibility for paying the premiums. The employee whose hours have been reduced and no longer is provided District paid health insurance, shall become eligible for District paid health insurance without a new introductory period if he/she returns to full-time status within six months following the date he/she became a part-time employee. The General Manager, under extraordinary circumstances, can reduce the introductory period or extend an employee's eligibility when he/she has not maintained eligibility as described above.

Eligible employees who are on Family/Medical Leave are entitled to District paid coverage while on said leave and time off during Family/Medical Leave will not affect their future eligibility.

14.00 HOLIDAYS

14.01 Hourly employees shall be entitled to the following paid holidays:

New Year's Day	Veteran's Day	Independence Day
President's Day	Day after Thanksgiving Day	Columbus Day
Memorial Day	Martin Luther King's Birthday	Thanksgiving Day
Labor Day	Cesar Chavez Day	Christmas Day

14.02 Full-time hourly employees shall be given time off with pay for the above holidays or shall be paid two times their regular pay for the hours worked on the above holidays. Employees who are normally scheduled to work less than 40 hours per week shall be given time off with pay based on the ratio of hours worked during the prior two pay-periods to a 40 hour work week or shall be paid two times their regular pay for hours worked on the above holidays. For the purposes of this section, paid time off counts as hours worked.

14.03 Any holidays specified herein for which employees are entitled to holiday leave, which fall on a Sunday shall be observed the following Monday. Such holidays which fall on a Saturday, shall be observed on the preceding Friday.

Holiday pay at two (2) times the hourly rate of pay (cash or comp. time) will only be paid on the day the holiday is observed.

14.04 Employees must have worked during the pay period in which the holiday falls or be on paid leave status on the holiday to receive holiday compensation.

14.05 Each contract year, full-time employees shall have two floating holidays off subject to scheduling approval of the General Manager. Employees who work 40 hours weekly shall be credited with eight hours to their accrued paid time off balance on July 1 and December 15 of each year. Employees who are normally scheduled to work less than 40 hours weekly shall be credited less than eight hours based on the ratio of hours worked (including approved paid time off) during the prior two pay-periods to a 40-hour work week.

New employees are eligible for this credit after six months of employment.

15.00 PENSION PLAN

15.01 Employees shall participate in the Public Employees Retirement System (PERS) and the District shall pay the employees' contribution at a rate not to exceed 7% of regular wages unless excluded by PERS.

PERS regulations exclude part-time employees unless: he or she is a member at the time he or she renders less than full-time service; *or*, his or her position requires regular, part-time service for one year or longer for at least an average of 20 hours a week; *or*, he or she works 1,000 hours within the fiscal year, in which case, membership shall be effective the first pay period following the month in which 1,000 hours of service have been completed.

Employees who cannot participate in PERS shall participate in Social Security and the District will contribute 6.2% of regular wages and overtime wages.

15.02 The PERS contract will provide the following: Full 2% @ 55 Formula (Section 21354), Improved Non-Industrial Disability Allowance (Section 21427), Unused Sick Leave Conversion (Section 20985), Third Level of the 1959 Survivor Benefit (Section 21573), One Year Final Compensation (Section 20042) and Military Service Credit as Public Service (Section 21024).

15.03 Employees shall be able to participate in the District's 457A Deferred Compensation plan through payroll deductions.

16.00 RE-OPENER

Either the District or the Unit may re-open the agreement on non-monetary issues.

17.00 EDUCATIONAL BENEFITS

The District with prior supervisor recommendation and General Manager approval will reimburse an employee for books and tuition for a job-related course of study, to earn a GED or high school diploma, or to acquire bilingual skills which include English and/or Spanish. The employee will receive reimbursement upon successful completion of the course with a pass or grade of C or better.

18.00 RATIFICATION

Nothing contained in this Memorandum shall be deemed binding on either the Employer or the Unit following signing of this Memorandum by the respective parties until it has been ratified by the unit membership and adopted by the District's Board of Directors.

19.00 TERM OF AGREEMENT

19.01 This Memorandum shall be effective July 1, 2009 and remain in effect until June 30, 2010.

DATE: _____

**MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT**

Unit Representative

General Manager