

# MEMO



**Discussion/Action  
Item #: 17**

Meeting Date: October 21, 2022

To: Board of Directors  
From: Berta R. Torres, HR Manager  
Approved by: General Manager, Felipe Melchor

**Subject: Approval of OE3 Operations Unit MOU and Revised Pay Schedule**

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**Recommendation**

That the Board approve the Memorandum of Understanding (MOU) with the Operating Engineers Local 3 (OE3) Operations Unit and Operations Unit Pay Schedule effective September 20, 2022.

**Background**

The OE3 Operations Unit MOU expired on June 30, 2022. District negotiators began negotiations with the with the union representatives in April 2022 for a successor labor agreement and reached a tentative agreement on September 20, 2022, which was ratified by the bargaining unit members. The compensation terms were discussed with the Board of Directors in closed session on September 23, 2022.

**Discussion**

The elements of the tentative agreement are summarized in Attachment A. The District and the bargaining unit also agreed on language changes to clarify and update certain MOU provisions, incorporating the text of side letters that had been negotiated during the previous MOU terms, addressing the process and compensation for out-of-class work as well as regulatory changes related to the elimination of agency shops, as result of U.S. Supreme Court Decision on the Janus v. AFSCME case.

At this time, Staff requests Board approval of the new OE3 Operations Unit MOU, Attachment B and revised Operations Unit Pay Schedule, reflecting a 4.5% pay increase effective September 20, 2022, Attachment C.

**Financial Impact**

The pay increase of 4.5% amounts to \$200,148 and is included in the FY 2022/23 Budget. The additional costs related to an increase in tool stipend amounts to \$7,500 per year FY is not budgeted, but will not impact the overall FY 2022/23 Budget.

**Strategic Plan**

The new Operations Unit MOU reflects our desire to be good stewards of District resources while continuing to fulfill our commitment to our employees and ensuring all parties remain focused on fulfilling the District's mission of, "Doing more to waste less."

**Conclusion**

Board approval is requested of the Memorandum of Understanding (MOU) with the Operating Engineers Local 3 (OE3) Operations Unit and Operations Unit Pay Schedule effective September 20, 2022.

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*Let's not waste this.*

## TENTATIVE AGREEMENT

9/30/22

Attachment A

## OE3 Operations Unit

<b>CONTRACT TERM</b>	
Fixed Term	2 Years (2022 - 2024)
Renewal Option/Wage Re-opener	No
<b>COMPENSATION</b>	
Market-Based Wage Adjustments - Using results of Comp Study, adjust positions under market to median (-5/+5). - Partial COLA adjustment to pay schedule for positions above market, plus lump sum payment	No
Annual Rate Increases (CPI is based on San Francisco Area - April 2023)	Year 1: 4.5% Year 2: CPI with minimum of 2.5% and maximum of 4.5%
Compensatory Time Maximum Accrual	Increase to 160 hours from 140.
On Call Pay	No Change
Shift Differential	No Change
Longevity Pay and 457(b) Employer Match	No Change
Travel Time	No Change
<b>BENEFITS</b>	
Health, Vision, Dental, RX	No Change
Holidays	No Change
Paid Sick Time	No Change
Vacation Accrual	No Change
Retirement (CalPERS)	No Change
Bereavement Leave	Extended definition of immediate family to include in-laws.
Education Reimbursement	No Change
Life/AD&D Insurance	No Change
Short-Term and Long-Term Disability Insurance	No Change
Retiree Health Insurance Premium Reimbursement	No Change
Safety Shoes Allowance	No Change
Short/Long-Term Disability & Life Insurance	No Change
Tool Allowance	Increase to \$1,200/FY on reimbursement basis from \$700/FY.
<b>OTHER</b>	
New Employee Orientation	Inserted language from side letter, per regulatory changes.
Out of Class Assignments	No change in payment amount and eligibility. Insert language from side letter to capture process.

**AGREEMENT BETWEEN REGEN MONTEREY AND OPERATING ENGINEERS LOCAL UNION NO. 3**

**OPERATIONS UNIT**

**For Memorandum of Understanding**

**September 20, 2022 to June 30, 2024**

This Agreement is made and entered into between **ReGen Monterey**, hereinafter referred to as the “**District**” and **Operating Engineers Local Union No. 3**, hereinafter referred to as the “**Union**” for and on behalf of the employees hereinafter identified and pursuant to Government Code Section 3500 et seq. of the State of California.

The following Memorandum of Understanding shall be presented to the Board of Directors of the District as the recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing September 20, 2022 and ending June 30, 2024. Upon approval by the Board of Directors of the District, this Memorandum shall become binding between the District and the Union.

**1. TERM**

Two (2) Years – September 20, 2022 to June 30, 2024. The negotiations for a successor Memorandum of Understanding shall commence within 60-90 days prior to the expiration of this Memorandum of Understanding.

**2. RECOGNITION**

2.1 District Recognition: The General Manager of the Monterey Regional Waste Management District (District), or any person or organization duly authorized by the General Manager, is the representative of the District in employer-employee relations, as provided in Resolution No. 2000-02.

2.2 Union Recognition: Operating Engineers Local Union No. 3 (Union), is the recognized employee organization for the classifications listed in Section 2.3 below. The District recognizes the Union as the only organization entitled to meet and confer on matters within the scope of representation for the member employees, as provided in the Myers-Milias Brown Act.

2.3 Bargaining Unit: The bargaining unit includes all employees who are members of the Union and who are employed by the District in a full-time status in any of the following classifications:

Associate Operator	Power Systems Supervisor
Electro-Mechanical Technician	Power Systems Maintenance Technician
Heavy Equipment Operator	Site & Facilities Maintenance Technician
Heavy Equipment Supervisor	Sort Systems Operator
Heavy Equipment Technician I, II, III	Sr. Heavy Equipment Tech
HHW Technician	Sr. HHW Technician
HHW Supervisor	Sr. Maintenance Worker
Maintenance Worker I, II	Sr. MRF Operator
MRF Maintenance Supervisor	Sr. Power Systems Maintenance Technician
MRF Operator I, II	Sr. Weighmaster
MRF Supervisor	Weighmaster
Maintenance Shop Supervisor	Scales Supervisor

### 3. UNION MEMBERSHIP

#### 3.1. Union Membership

The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

#### 3.2 New Employees Orientation

The parties acknowledge that the District provides a new employee orientation meeting ("orientation") to all new employees hired by the District. The Union will be provided as much notice in advance as possible of the time, date and location of the orientation. The Union will be given thirty (30) minutes as part of and at the end of the new employee orientation meeting for a Union representative to present Union membership information. Management representatives will excuse themselves during the Union portion of the orientation and the Union agrees in its portion of the orientation not to engage in speech that could cause substantial disruption or material interference with District activities.

3.3 District employee representatives or stewards may attend the orientation during off hours provided the Union provides the Human Resources Representative with the employee's name at least 24 hours prior to the orientation.

3.4 The District will direct all employees who inquire about dues deductions or union membership to the Union.

3.5 Disclosure of Employee Information: The District will provide the Union the following information for all new hires via email to the OE3 Business Representative:

- a. Name of New Employee
- b. Job Title
- c. Department
- d. Start Date

3.6. Dues Deduction: The District will commence payroll deductions for union dues effective the first payroll following receipt of written notice from the Union that it has written authorization for the deduction. The Union will provide the District such written notice via email to [hr@mrwmd.org](mailto:hr@mrwmd.org).

3.7 Business Representative: Business Representative of the Union shall have reasonable access to any Employee or Employees within the Units presenting a grievance and employees have the right to have the Union Business Representative represent them at all stages of disciplinary action. Access for other Union business not related to employee discipline and grievances shall be given upon approval by the General Manager.

3.8 Union Stewards: The Union may select two (2) employees as Union Stewards. The Union Stewards shall be given reasonable time off with pay 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 District business as determined by the District.

- a. One Union Steward shall be permitted time during working hours to attend District Board Meetings.

- b. Employees are permitted a reasonable amount of time to contact a Union Steward during working hours to report a grievance or violation of this Memorandum in a manner that shall not interfere with the performance of their duties.

#### **4. 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 union activities, (as set forth in Section 3.5 herein), against any employee or applicant for employment by the Union, the District or by anyone employed by the District.

#### **5. EMPLOYEE RIGHTS**

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 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 their exercise of these rights.

#### **6. DISTRICT RIGHTS**

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.

#### **7. COMPLIANCE WITH MEMORANDUM**

In the event of any violation of the terms of this Memorandum, responsible and authorized representatives of the Union or the Employer, shall promptly take such affirmative action as is within its 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.

#### **8. EMPLOYEE HANDBOOK**

The District's personnel policies are included in the Employee Handbook. Included in the policies 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. All District personnel policies not in conflict with the terms of this Memorandum shall apply to all employees. Employees are responsible for familiarizing themselves with the contents of the Employee Handbook.

## 9. SCHEDULING

- 9.1 The District shall endeavor to approve requests for vacation leave, work schedules, including Holidays, shift assignments and training assignments in accordance with seniority; however, selections shall be made on seniority only after employee performance and/or operational effectiveness are considered. The District shall endeavor to provide two consecutive days off when scheduling shift assignments.
- 9.2 Flexible work schedule: Management will consider alternate work schedules such as 4-10 hour shifts or 9 day-80 hours with employees on an individual and departmental basis. An employee working 9 or more hours per day may be required to take two formal breaks during the longer shifts.

## 10. POSTING OF POSITIONS

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

## 11. PROMOTIONS

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

## 12. SAFETY

The District shall provide a safe and healthy working environment in accordance with applicable state and federal laws and regulations. The Union 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.

- 12.1 Safety issues are grievable.
- 12.2 The District shall inform the Union as soon as possible prior to commencing jobs that may affect the health or working conditions of employees.
- 12.3 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, the employee may do so at their own expense for the excess amount. All such employees, so designated, shall not be permitted to work without safety shoes.

## 13. WAGES

- 13.1 **Pay Schedule:** All Employees covered by this agreement shall be paid a payrate established for their applicable classification as set forth in the Operations Unit Pay Schedule as approved by the Board of Directors during the term of this agreement.

- 13.2 **Rate Increases:** Effective the date a tentative agreement is reached, contingent on Board of Directors approval of the Memorandum of Understanding, the District agrees to a 4.5% rate increase. Effective July 1, 2023, the District agrees to a Cost-of-Living Adjustment (COLA) rate increase, based on the April 2023 San Francisco CPI, with a minimum of 2.5% and a maximum of 4.5%.
- 13.3 **Call Back Pay:** Any employee who is called back to work after they have worked their scheduled shift and has departed from their place of employment shall be compensated for a minimum of 2 hours pay at 1 1/2 times their regular base hourly rate.
- 13.4 **Bilingual Pay:** An employee designated by the General Manager to provide bilingual services, shall receive up to 2.5% of base rate or twenty-five cents per hour (\$0.25/hr.) above base rate, whichever is greater.
- 13.5 **Out-of-Class Pay:** Out-of-Class Pay will be paid for work that is performed outside the employee's regular department or other areas that require extensive, non-incident training, or the operation of equipment that is not part and parcel to their existing duties. An employee temporarily assigned the duties in a higher classification for a minimum of one hour shall be paid at Step 1 of the higher class or at 5% more than their present rate, whichever is higher, while working in the higher class. To qualify for Out-of-Class Pay, the employee must complete a minimum of 80 hours of training and be deemed qualified/certified to operate the equipment by the Site Operations Manager or MRF Manager as described here:
- 13.5.1 Heavy Equipment Operator: Bulldozer, Scraper or Compactor.
- 13.5.2 MRF Equipment Operator or Maintenance Worker: Loader, Excavator, Roll-Off Truck, Semi-Tractor and Trailer, End Dump or Ejection Truck (740), Backhoe, Motor Grader or Water Truck.
- 13.5.3 Associate Operator: Forklift.
- 13.5.4 Household Hazardous Waste (HHW) Technician: Required HAZWOPPER Certification(s).
- 13.5.5 Individual assignments shall be at the sole discretion of Management, based on business need, as determined by Management, and that will result in least disruption to other District operations. Shift differential pay and bilingual pay shall not be used to calculate the pay increase unless they are applicable in the higher class.
- 13.6 **Shift Differential Pay:** A shift differential shall be paid to employees scheduled to work the following shift:
- 2.5% differential pay for shift start time of 11:00 AM to 1:59 PM
  - 5.0% differential pay for shift start time of 2:00 PM to 4:59 PM
  - 7.5% differential pay for shift start time of 5:00 PM to 7:59 PM
  - 10% differential pay for shift start time of 8:00 PM or later
- 13.7 **Longevity Pay/457(b) Deferred Compensation Employer-Match Program:** Eligibility for Longevity Pay and 457(b) Deferred Compensation Employer-Match shall be as follows:
- The Longevity Pay Program existing on June 30, 2019 is as follows: Regular, full-time employees of the District hired before June 30, 2019, shall be eligible for Longevity Pay as follows:

- A longevity adjustment of 2.5% of base hourly rate shall be provided to employees with more than ten (10) years of continuous, full-time employment with the District.
  - A longevity adjustment of 5.0% of base hourly rate shall be provided to employees with more than fifteen (15) years of continuous, full-time employment with the District.
- b. The 457(b) Employer Match Program existing on June 30, 2019 is as follows: For employees hired before July 1, 2011, 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%.
- c. Employees who are participants in the Longevity Pay Program existing on June 30, 2019 and 457(b) employer match program existing on June 30, 2019 shall be grandfathered in both programs.
- d. Prior to and effective January 1, 2020, all other Employees hired prior to June 30, 2019 will have the one-time option to elect to participate in either the existing Longevity Pay Program or the 457(b) Deferred Compensation Employer-Match Program, as follows:
- After 1 year up to 2% Match
  - After 5 years up to 3% Match
  - After 10 years up to 4% Match
  - After 15 years up to 4% Match plus 1% automatic District contribution
  - After 20 years up to 4% Match plus 2% automatic District contribution
  - After 25 years up to 4% Match plus 3% automatic District contribution
- e. Employees hired after July 1, 2019, will have the option to participate in the 457(b) Deferred Compensation Employer-Match Program, as noted above. Longevity Pay will NOT be available to employees hired after July 1, 2019.
- 13.8 **On-Call Pay:** An employee on On-Call status as directed by their supervisor shall receive credit in the form of compensatory 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.
- 13.9 **Compensatory Time Off (Comp Time):** All overtime must be authorized by the Department Director or his or her designated designee in advance of being worked.
- a. **Comp Time:** The Fair Labor Standards Act (Section 207) provides public employers an alternative way to compensate non-exempt employees for hours worked in excess of 40 hours in a work week in the form of compensatory time off. The District will allow employees the option of either receiving overtime pay or banking his/her overtime hours into Comp Time.
  - b. **Comp Time Maximum Accrual:** 160 hours
  - c. Time off taken with Comp Time Hours do not count towards overtime.
  - d. The District retains its right under the Fair Labor Standards Act, which permits the employer at any time to cancel or "cash out" accrued compensatory time hours by paying the employee cash compensation for unused compensatory time. 29 CFR §553.26(a) (1999). The District will provide at least 60 days advance notice of its intent to cash-out compensatory time hours.



- 13.10 **Travel Time:** Time spent traveling during normal work hours is considered compensable work time. Time spent in home-to-work travel by an employee in an employer-provided vehicle, or in activities performed by an employee that are incidental to the use of the vehicle for commuting, generally is not "hours worked" and, therefore, does not have to be paid. Travel time outside the "normal" work hours will be compensated at ½ the (non-exempt) employee's hourly rate or state of California minimum wage whichever is higher.

## 14. HEALTH AND WELFARE

- 14.1 **Health Insurance Premiums:** The District shall contribute towards health insurance premiums (medical, dental, vision) as follows:
- The District will pay 88% toward healthcare insurance premiums and the Employee will pay 12% of premium rate.
  - The District will cover any healthcare insurance premium increase up to 7.5% per year.
  - Employees are responsible for any healthcare insurance premium increase above 7.5% and up to 10% per year.
  - Any healthcare insurance premium increase over 10% per year, shall be split 50/50 between the District and the Employee.
- 14.2 **Short-Term and Long-Term Disability Insurance:** The District shall provide employees with a Short-Term Disability insurance benefit (with benefits beginning on the 8th day of disability) at the rate of 66.7% of the employee's weekly regular earnings. The District shall provide employees with a Long-Term disability insurance benefit at the rate of 66.7% of the employees' regular monthly earnings following a 360-day waiting period.
- 14.3 **Life Insurance:** The District shall provide employees life insurance coverage equal to the employee's annual regular wages.

## 15. HOLIDAYS

- 15.1 The following holidays shall be paid days off or, if worked, shall be paid at two and one-half (2.5) times a regular day's pay.
- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Columbus Day           |
| President's Day               | Veteran's Day          |
| Cesar Chavez Day              | Thanksgiving Day       |
| Memorial Day                  | Day after Thanksgiving |
| Independence Day              | Christmas Day          |
- 15.2 **Floating Holidays:** Each contract year, employees shall earn two floating holidays, which they can use at their discretion, subject to scheduling approval of the Department Manager or designee. Floating Holidays will be earned on July 1 and December 15 of each year. New employees are eligible for this credit after six months of employment.
- 15.3 Any holidays specified herein for which full-time 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.
- 15.4 Holiday pay (cash or compensatory time) shall only be paid on the day the holiday is observed.
- 15.5 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.
- 15.6 The District shall establish a 30-day preliminary notice to employees who are scheduled to work on an observed holiday and shall provide a final notice, subject to change due to unforeseen events, 14

days prior to the holiday. Employees shall endeavor to provide advanced notice for scheduling days off to minimize changes and understand that late requests for time off may be denied if it alters the holiday schedule.

## 16. VACATION ACCRUAL

16.1 Employees shall accrue vacation hours based on the years of service as described below:

Years 1-3	10 days per year	After 8 years	18 days per year
After 4 years	15 days per year	After 9 years	19 days per year
After 6 years	16 days per year	After 10 years	20 days per year
After 7 years	17 days per year	After 15 years	22 days per year

16.2 **Vacation Cash-Out:** Employees may cash-out up to 50% of accrued vacation hours at any time.

## 17. RETIREMENT

17.1 Employees shall participate in the California Public Employees Retirement System (CalPERS) and the District shall pay the employees' contribution at the following rates:

**a. Classic Members:** Employees hired by the District prior to January 1, 2013 or those who are eligible for reciprocity in the CalPERS or public retirement system (as defined in the California Public Employees' Pension Reform Act of 2013 (PEPRA) and CalPERS guidance) and who are classified as "classic" members by CalPERS will be eligible for the Miscellaneous Plan of the District's contract with CalPERS for the 2% @ 55 Retirement Benefit Formula. This plan also provides: 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); and Military Service Credit as Public Service (Section 21024).

The District is responsible for the Employer contribution and employee is responsible for the Employee contribution as defined by CalPERS.

**b. New or PEPRA Members:** For employees hired on or after January 1, 2013 or for those who are classified as "new" members of CalPERS as defined by Public Employees' Pension Reform Act (PEPRA), the District shall maintain a contract with CalPERS for the provision of a 2% @ 62 Retirement Benefit Formula. This plan also provides: 36 Months Final Compensation (Section 20037); Credit for unused sick leave (Section 20985); Improved Non-Industrial Disability Allowance (Section 21427); Third level of 1959 Survivor Benefits (Section 21573); and Military Service Credit as Public Service (Section 21024).

The above method shall apply to Tier II, Classic Members under the 2% @ 60 Full and Modified Formula.

The District is responsible for the Employer contribution and employee is responsible for the Employee contribution as defined by CalPERS.

17.2 **Retiree Health Insurance Reimbursement:** 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. In order to be considered "retired" and eligible for the benefits under this section, an employee must retire from the District and from CalPERS. Additionally, in order to be eligible to receive benefits under this section, verification of CalPERS retirement and the application for benefits under this section must be received by the District Human Resources Manager no later than three months from the date of separation from

employment. Eligible retirees shall be reimbursed at the rate of \$28.78 (beginning July 2022) for each year of District service. Payments shall be made until the retiree reaches the age of 65. The monthly rate shall increase by 2% each calendar year

**18. EDUCATIONAL BENEFITS**

- 18.1 Upon approval by the Department Director, employees may eligible for up to \$2,000 reimbursement per fiscal year for educational expenses (books and tuition) that are job related or for completion of a certification program, GED/high school diploma or college degree. Requests for reimbursement may be submitted with copy of grade report showing a course grade of C or better and copies of the receipts.
- 18.2 Job-related courses include coursework related to the employee’s position or intended to prepare the employee for advancement or promotion to a higher classification within the District. The District retains discretion to determine which educational courses are job-related.

**19. MISCELLANEOUS**

- 19.1 **Tool Replacement Allowance:** The District shall provide up to \$1,200 per FY to Maintenance Technicians who are required to provide their own tools for their positions. Payment shall be made on a reimbursement basis with proof of purchase of tools.
- 19.2 **Bereavement Leave:** Employees may receive up to three (3) days paid bereavement leave per event, in the event of death of an immediate family member. Employees may also use up to 12 days of paid sick leave following the death of an immediate family member. “Immediate family” includes the employee’s spouse (including domestic partners), child, parent, grandparents, brother, sister, parent in-laws, brothers and sisters in-laws. It can also include other close persons (subject to the approval of Department Director or General Manager), including a domestic partner, if that person is residing in employee’s household.
- 19.3 **Shoe Allowance:** The District shall provide up to \$250 per fiscal year for safety shoes.

**20. RE-OPENER**

During the term of this agreement, the MOU may only be re-opened by mutual agreement

**21. RATIFICATION**

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

REGEN MONTEREY

\_\_\_\_\_  
Felipe Melchor, General Manager

Date: \_\_\_\_\_

OPERATING ENGINEERS LOCAL UNION NO. 3

\_\_\_\_\_  
Michael Moore, OE3 Business Representative

Date: \_\_\_\_\_

**Monterey Regional Waste Management District**  
**Pay Schedule | Operations Unit**  
**Effective September 20, 2022**

Board Approved:

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Power Systems Supervisor						
Bi-weekly	3,933.29	4,129.95	4,336.45	4,553.27	4,780.93	5,019.98
Hourly	49.17	51.62	54.21	56.92	59.76	62.75
Power Systems Senior Technician						
Bi-weekly	3,567.08	3,745.43	3,932.70	4,129.34	4,335.81	4,552.60
Hourly	44.59	46.82	49.16	51.62	54.20	56.91
Maintenance Shop Supervisor						
Bi-weekly	3,559.78	3,737.77	3,924.66	4,120.89	4,326.93	4,543.28
Hourly	44.50	46.72	49.06	51.51	54.09	56.79
Senior Heavy Equipment Technician						
Bi-weekly	3,397.96	3,567.86	3,746.25	3,933.56	4,130.24	4,336.75
Hourly	42.47	44.60	46.83	49.17	51.63	54.21
Heavy Equipment Technician III						
Bi-weekly	3,236.16	3,397.97	3,567.87	3,746.26	3,933.57	4,130.25
Hourly	40.45	42.47	44.60	46.83	49.17	51.63
MRF Maintenance Supervisor						
Bi-weekly	3,235.12	3,396.88	3,566.72	3,745.06	3,932.31	4,128.93
Hourly	40.44	42.46	44.58	46.81	49.15	51.61
Electro-Mechanical Technician						
Bi-weekly	3,235.12	3,396.88	3,566.72	3,745.06	3,932.31	4,128.93
Hourly	40.44	42.46	44.58	46.81	49.15	51.61
Heavy Equipment Supervisor						
Bi-weekly	3,157.54	3,315.42	3,481.19	3,655.25	3,838.01	4,029.91
Hourly	39.47	41.44	43.51	45.69	47.98	50.37
Site & Facilities Maint. Supervisor						
Bi-weekly	2,934.59	3,081.32	3,235.39	3,397.16	3,567.02	3,745.37
Hourly	36.68	38.52	40.44	42.46	44.59	46.82
MRF Supervisor						
Bi-weekly	2,863.32	3,006.49	3,156.81	3,314.65	3,480.38	3,654.40
Hourly	35.79	37.58	39.46	41.43	43.50	45.68
Heavy Equipment Operator						
Bi-weekly	2,863.32	3,006.49	3,156.81	3,314.65	3,480.38	3,654.40
Hourly	35.79	37.58	39.46	41.43	43.50	45.68
HHW Supervisor						
Bi-weekly	2,863.32	3,006.49	3,156.81	3,314.65	3,480.38	3,654.40
Hourly	35.79	37.58	39.46	41.43	43.50	45.68

**Monterey Regional Waste Management District**  
**Pay Schedule | Operations Unit**  
**Effective September 20, 2022**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Scale Supervisor						
Bi-weekly	2,794.82	2,934.56	3,081.29	3,235.35	3,397.12	3,566.98
Hourly	34.94	36.68	38.52	40.44	42.46	44.59
Power Systems Maintenance Tech						
Bi-weekly	2,662.02	2,795.12	2,934.88	3,081.62	3,235.70	3,397.49
Hourly	33.28	34.94	36.69	38.52	40.45	42.47
Senior Weighmaster						
Bi-weekly	2,656.10	2,788.91	2,928.36	3,074.78	3,228.52	3,389.95
Hourly	33.20	34.86	36.60	38.43	40.36	42.37
Senior HHW Technician						
Bi-weekly	2,596.32	2,726.14	2,862.45	3,005.57	3,155.85	3,313.64
Hourly	32.45	34.08	35.78	37.57	39.45	41.42
Senior Maintenance Worker						
Bi-weekly	2,596.32	2,726.14	2,862.45	3,005.57	3,155.85	3,313.64
Hourly	32.45	34.08	35.78	37.57	39.45	41.42
Senior MRF Operator						
Bi-weekly	2,596.32	2,726.14	2,862.45	3,005.57	3,155.85	3,313.64
Hourly	32.45	34.08	35.78	37.57	39.45	41.42
Heavy Equipment Technician II						
Bi-weekly	2,661.57	2,794.65	2,934.38	3,081.10	3,235.16	3,396.92
Hourly	33.27	34.93	36.68	38.51	40.44	42.46
Heavy Equipment Technician I						
Bi-weekly	2,535.36	2,662.13	2,795.24	2,935.00	3,081.75	3,235.84
Hourly	31.69	33.28	34.94	36.69	38.52	40.45
LCM Assistant Manager						
Bi-weekly	2,534.84	2,661.58	2,794.66	2,934.39	3,081.11	3,235.17
Hourly	31.69	33.27	34.93	36.68	38.51	40.44
Hazardous Material Technician						
Bi-weekly	2,472.63	2,596.26	2,726.07	2,862.37	3,005.49	3,155.76
Hourly	30.91	32.45	34.08	35.78	37.57	39.45
Weighmaster						
Bi-weekly	2,414.63	2,535.36	2,662.13	2,795.24	2,935.00	3,081.75
Hourly	30.18	31.69	33.28	34.94	36.69	38.52
LCM Supervisor						
Bi-weekly	2,354.52	2,472.25	2,595.86	2,725.65	2,861.93	3,005.03
Hourly	29.43	30.90	32.45	34.07	35.77	37.56

**Monterey Regional Waste Management District**  
**Pay Schedule | Operations Unit**  
**Effective September 20, 2022**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
Maintenance Worker II						
Bi-weekly	2,354.52	2,472.25	2,595.86	2,725.65	2,861.93	3,005.03
Hourly	29.43	30.90	32.45	34.07	35.77	37.56
MRF Operator II						
Bi-weekly	2,354.52	2,472.25	2,595.86	2,725.65	2,861.93	3,005.03
Hourly	29.43	30.90	32.45	34.07	35.77	37.56
Sort Systems Operator						
Bi-weekly	2,244.10	2,356.31	2,474.13	2,597.84	2,727.73	2,864.12
Hourly	28.05	29.45	30.93	32.47	34.10	35.80
Maintenance Worker I						
Bi-weekly	2,244.10	2,356.31	2,474.13	2,597.84	2,727.73	2,864.12
Hourly	28.05	29.45	30.93	32.47	34.10	35.80
MRF Operator I						
Bi-weekly	2,244.10	2,356.31	2,474.13	2,597.84	2,727.73	2,864.12
Hourly	28.05	29.45	30.93	32.47	34.10	35.80
Associate Operator						
Bi-weekly	1,663.54	1,746.72	1,834.06	1,925.76	2,022.05	2,123.15
Hourly	20.79	21.83	22.93	24.07	25.28	26.54

Employees hired prior to June 30, 2019, are eligible for longevity pay at 2.5% over base after 10 years of service and 5% over base rate after 15 years of service, except if employee opted out in favor of deferred compensation employer match.