

**AGREEMENT BETWEEN MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT, dba REGEN MONTEREY
AND OPERATING ENGINEERS LOCAL UNION NO. 3**

**SUPPORT UNIT
For Memorandum of Understanding**

July 1, 2024 to June 30, 2029

This Agreement is made and entered into between the Monterey Regional Waste Management District, dba ReGen Monterey, hereinafter referred to as the “**ReGen**” 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.

This Memorandum of Understanding shall be presented to the Board of Directors of ReGen as the recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2024 and ending June 30, 2029. Upon approval by the Board of Directors, this Memorandum shall become binding between the ReGen and the Union.

1. TERM

Five (5) Years – July 1, 2024 to June 30, 2029. The negotiations for a successor Memorandum of Understanding shall commence within 90 days prior to the expiration of this Memorandum of Understanding.

2. RECOGNITION

2.1 ReGen Recognition:

ReGen’s General Manager or any person or organization duly authorized by the General Manager, is the representative of the ReGen in employer-employee relations, as provided in Resolution No. 2000-02, as amended on November 18, 2022.

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. ReGen 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 employed by the ReGen in a full-time status in any of the following classifications:

Accounting Assistant I, II	Communications Specialist
Accounting Technician	Sr. Communications Coordinator
Administrative Support Specialist I, II	Regulatory Compliance Technician
Assistant Engineer	Safety Coordinator
Associate Engineer	Project Manager
Operations Support Specialist	

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 ReGen provides a new employee orientation meeting ("orientation") to all new employees hired by ReGen. 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 ReGen activities.

3.3 ReGen employee representatives or stewards may attend the orientation on their own time provided the Union provides the Human Resources Representative with the employee's name in advance of orientation.

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

3.5 Disclosure of Employee Information: ReGen will notify the Union Business Representative via email at time of scheduling new employee orientation and provide the following information:

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

3.6 **Dues Deduction:** Payroll deduction for union dues will commence 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.

3.7 Business Representative:

Business Representative of the Union shall have reasonable access to any Employee or Employees within the Units presenting a grievance. Employees have the right to have the Union Business Representative represent them at all stages of disciplinary action. Access for all other union business not related to employee discipline and grievances require General Manager or designee approval. Union activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours except with the express permission of 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 ReGen business as determined by ReGen.

- a. One Union Steward shall be permitted time during working hours to attend ReGen 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.

3.9 Seniority:

Seniority shall be prioritized based on time in bargaining unit and not time in position. Seniority shall be determined by date employee was hired or transferred to a position in the bargaining unit, whichever occurred later.

- a. Employee with the same hire or transfer date: The last four digits of employee's social security number will determine seniority with the smaller number having seniority over the higher number.
- b. If an employee transfers to a new position within the bargaining unit, the employee's seniority date will follow the employee. This means the newly transferred employee will have seniority over other employees, after completion of probationary period, who have held the position for a longer period of time, but who have less seniority in the bargaining unit than the newly transferred employee.

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, or any other category identified by state or federal law (as set forth in Section 3 herein), against any employee or applicant for employment by the Union, ReGen or by anyone employed by ReGen.

5 EMPLOYEE RIGHTS

Pursuant to the Myers-Milias-Brown Act, ReGen employees 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 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. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by ReGen or any employee organization because of their exercise of these rights.

6 DISTRICT RIGHTS

ReGen rights 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 ReGen, 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

ReGen'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 personnel 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 ReGen 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. ReGen shall endeavor to provide two consecutive days off when scheduling shift assignments.

9.2 Scheduling Overtime: Overtime will be offered by seniority when scheduling in advance.

- a. When a decision for overtime work is made, employees will be contacted by group message to be offered overtime work. Employees must respond within 60 minutes of group message to volunteer for overtime work. The most senior person who responds within that time limit will be granted the overtime work.

9.3 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

ReGen shall post all Support Unit open positions internally for one week before external recruitment begins.

11 PROMOTIONS

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

12 SAFETY

ReGen 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 ReGen shall inform the Union as soon as possible prior to commencing jobs that may affect the health or working conditions of employees.
- 12.3 ReGen 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 ReGen 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.
- 12.4 Ergonomic reviews of workstations will be conducted upon request by employee once per year maximum or as needed for maintenance and/or upgrade.

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 Support Unit Pay Schedule as approved by the Board of Directors during the term of this agreement.
- 13.2 **Rate Increases:** The following Rate Increase(s) shall be made to the Support Unit PaySchedule:
 - a. **Market Rate Adjustments:** The pay schedule of Classifications found to be **below market median**, based on the Compensation Study of April 26, 2024, except for Safety Coordinator, shall receive market-rate adjustments over a two-year period to bring classification to market rate, as follows:
 - i. July 1, 2024, 5%, plus 3.8% COLA.
 - ii. July 1, 2025, balance of percent below market median, based on the Compensation Study of April 26, 2024, plus COLA as noted below in Section 13.2.c.ii.
 - iii. The Safety Coordinator shall receive a 5% market-rate adjustment, plus a 3.8% COLA, effective July 1, 2024. Thereafter, classification shall receive a COLA in accordance with Section 13.2.c.ii.- v.
 - b. All employees who are in an active status on July 1, 2024 in a classifications found to be **above market median by more than 10%** in the Compensation Study of April 26, 2024, shall receive a one-time lump sum payment equivalent to 3.8% of annual base rate, effective the first payroll after Board approval AND a one-time lump sum payment equivalent to CPI identified in Section 13.2.c.ii of the annual base rate, effective July 1, 2025. Thereafter, employee shall receive a COLA as follows:
 - i. 100% of CPI of San Francisco Area - April 2026 (within 2.5% – 4.5%), effective 7/1/26;
 - ii. 100% of CPI of San Francisco Area – April 2027 (within 2.5% – 4.5%), effective 7/1/27;
 - iii. 100% of CPI of San Francisco Area – April 2028 (within 2.5% – 4.5%), effective 7/1/28;

- c. **Cost of Living Adjustments (COLA):** Based on the Compensation Study of April 26, 2024, classifications found to be **within market median**, defined as -5% to +10%, of the market median, shall receive a COLA as follows:

- i. 3.8%, effective July 1, 2024.
- ii. 100% of CPI of San Francisco Area - April 2025 (within 2.5% – 4.5%), effective 7/1/25;
- iii. 100% of CPI of San Francisco Area - April 2026 (within 2.5% – 4.5%), effective 7/1/26;
- iv. 100% of CPI of San Francisco Area – April 2027 (within 2.5% – 4.5%), effective 7/1/27;
- v. 100% of CPI of San Francisco Area – April 2028 (within 2.5% – 4.5%), effective 7/1/28;

13.3 **Bilingual Pay:** An employee designated by the General Manager to provide bilingual services, shall receive up to 2.5% of base rate for providing bilingual services in the form of verbal communications and 5% of base rate for providing bilingual services in the form of written communication, as deemed necessary by the General Manager.

13.4 **Longevity Pay/457(b) Deferred Compensation Employer-Match Program:** Eligibility for Longevity Pay and 457(b) Deferred Compensation Employer-Match shall be as follows:

- a. Group 1: Employees who were grandfathered into the Longevity Pay Program AND Deferred Compensation 457(b) Employer Match Program existing on June 30, 2019, remain eligible for both programs:
 - i. A Longevity Pay stipend based on length of continuous, full-time employment as follows:
 - 10 years: A longevity adjustment of 2.5% of base hourly rate
 - 15 years: A longevity adjustment of 5.0% of base hourly rate
 - ii. Deferred Compensation (457(b)) Employer Match: Up to 4%
- b. Group 2: Employees hired prior to June 30, 2019, and who opted to participate in the existing Longevity Pay Program in lieu of the existing 457(b) Deferred Compensation Employer-Match Program, remain eligible for Longevity Pay as described in Section 13.4.a.i, when they meet continuous, full-time employment of 10 years and 15 years of service.
- c. Group 3: Employees hired after July 1, 2019, may participate in the 457(b) Deferred Compensation Employer-Match Program, as follows. Longevity Pay is NOT available to employees hired after July 1, 2019.

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

13.5 **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: 140 hours
- c. Time off taken with Comp Time Hours do not count towards overtime.
- d. ReGen 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. ReGen is limited to cashing out accrued Comp Time balance to three times per fiscal year, in Quarter 1, 2 and 4 of fiscal year.

13.6 **Travel Time:** Ordinary travel to and from work is not considered compensable work time. However, time spent traveling to different work sites during regular work hours is considered compensable work time. Further, ordinary commute time is not converted to work time merely because the travel is in a District provided vehicle. Time spent traveling away from home to District required events that cuts across the employee's normally scheduled work hours, even on regularly scheduled off days, will be treated as compensable work time. Travel time to District required events that falls outside the employee's regularly scheduled work hours will not be considered work time, but will be compensated at half (.50) the employee's base hourly rate.

13.7 **Non-Productive Time:** Non-productive time, defined as SICK, VACATION, COMP TIME, FLOATING HOLIDAYS (Scheduled and Unscheduled), are excluded from total weekly hours for calculation of overtime. Employees receive premium pay (1.5 X regular rate) for all hours worked on a holiday, plus an additional 8 hours of Holiday pay.

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 85% toward healthcare insurance premiums and the Employee will pay 15% of premium rate.

14.2 **Medical Coverage Opt-Out Benefit Arrangement:** Employees who elect to waive and opt out of medical coverage offered by the ReGen shall receive a monthly employer contribution of \$250 into their 457(b) account. The employee must provide ReGen with written proof of minimum essential coverage ("MEC") through another source (such as written proof of coverage by a spouse's employer) to be eligible to receive a medical coverage opt-out benefit. The medical coverage opt-out benefit amount is not pensionable compensation. Eligible employees who have elected to receive the medical coverage opt-out benefit and who later have an eligible qualifying event, may then choose to enroll in ReGen's Medical plan. A qualifying event is defined as follows:

- a. Loss of health coverage
 - i. Losing existing health coverage, including job-based, individual, and student plans
 - ii. Losing eligibility for Medicare, Medicaid, or CHIP
 - iii. Turning 26 and losing coverage through a parent's plan
- b. Changes in household
 - i. Getting married or divorced
 - ii. Having a baby or adopting a child

- c. An employee whose spouse or registered domestic partner is also a ReGen employee and who is eligible for dual coverage may elect to opt-out and receive the payments outlined above, while their spouse enrolls in District-sponsored medical coverage.

- 14.2 **Short-Term and Long-Term Disability Insurance:** ReGen 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, up to the maximum of \$2,500, less deductible sources of income. ReGen shall provide employees with a Long-Term disability insurance benefit at the rate of 66.7% of the employees' regular monthly earnings, up to a maximum of \$12,000, less deductible sources of income, following a 360-day waiting period.
- 14.3 **Life Insurance:** The District shall provide employees with life insurance coverage equal to the employee's annual regular wages, up to a maximum of \$275,000.

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 shall only be paid on the day the holiday is observed.
- 15.5 To be eligible for Holiday pay, an employee must have worked their last shift before the holiday and their first shift after the holiday. The exception is if the employee has pre-approved paid time off and utilizing Scheduled paid time off (VACATION, COMP, SICK, Floating Holiday) time immediately before and after the holiday.
- 15.6 ReGen 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:** The total number of vacation hours which may be accrued at any time during the calendar year shall not be limited; however, the total number of vacation hours which the employee shall be entitled to carry over from one calendar year to the next shall be limited to 340 hours. This limitation shall be imposed, and any hours in excess of 340 hours shall be paid out, on the first paycheck of November.

17. RETIREMENT

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

- a. **Classic Members:** Employees hired by ReGen 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 ReGen'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).

ReGen 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), ReGen 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.

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

- 17.2 **Retiree Health Insurance Reimbursement:** ReGen shall contribute toward health insurance premiums for employees who retire from ReGen at the age of 55 or older with at least five (5) years of continuous, full-time employment at ReGen. In order to be considered "retired" and eligible for the benefits under this section, an employee must retire from ReGen 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 Director no later than three months from the date of separation from employment. Eligible retirees shall be reimbursed at the rate of \$29.94 (beginning July 2024) for each year of ReGen 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, or designee, employees may be eligible for up to \$2,500 reimbursement per calendar 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. 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 ReGen. ReGen retains discretion to determine which educational courses are job-related.
- 18.2 Employees may request reimbursement at the time of expense, along with copies of receipts. The reimbursement will be considered "earned" by the employee when the employee submits a copy of a grade report showing a course grade of C or better. In the event the requirements are not met, the amount reimbursed to the employee shall be due back to ReGen.
- 18.3 Employees can 'borrow' up to 2 years of future education benefits. This funding shall be treated as a loan at a nominal interest rate (as required by law). Each year, the annual benefit will be used to pay down the loan amount. Failure to meet the benefit requirements, or departure from the District prior to loan pay-off will trigger repayment of the remaining loan balance.
- 18.4 Employees may attend workshops, conferences, seminars and other professional development learning events that support their learning and growth in their field or position, with Department Manager approval. An employee is guaranteed approval for one (1) day of offsite training per year. Conference or training fees are paid by ReGen. Travel expenses shall be paid in accordance with the ReGen's Travel Policy.

19. MISCELLANEOUS

- 19.1 **Clothing Allowance:** A clothing allowance is provided to each employee of this unit with more than three (3) months employment to purchase District-approved clothing (logo wear) for use while performing work for ReGen. Initially, \$200 will be posted to each account; thereafter the annual benefit amount will be made available in January of each contract year.
- 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 partner), child, parent, grandparents, brother, sister, parents-in-law, brother and sister-in-law. It can also include other close persons (subject to the approval of Department Director or General Manager), if that person is residing in employee's household. This article shall be administered in a manner consistent with the requirements of AB 1949 (2021-2022).
- 19.3 **Section 2.H. of Attendance Policy is Amended to Include:** An employee may be required to provide a physician's or licensed healthcare practitioner's verification of sick leave when:
- Employee has a demonstratable pattern of sick leave abuse; or
 - The manager has good reason to believe the absence was for an unauthorized reason. A manager has good reason if a prudent person would also believe the absence was for an unauthorized reason.

- 19.4 **Section 3.H. of Attendance Policy is Amended as follows:** An employee who exceeds 56 hours (7days) of unscheduled time off in a rolling 12-month period may be subject to progressive discipline.
- 19.5 **Section 5 of Attendance Policy is Amended as follows:** A Written Warning may be issued after 56 hours of unscheduled time off, followed by Step 2 of the progressive disciplinary process as noted in the Attendance Policy Section 5.
- 19.6 Employees may borrow up to 40 hours of future or unaccrued PTO during employees first 24 months of employment, with Department Director approval. Employees understand that unearned and borrowed PTO is considered a loan for the actual dollar amount of the hours taken. If employee separates employment for any reason and has not fully earned ReGen for borrowed PTO at time of separation, employee agrees and authorizes ReGen Monterey to deduct the full dollar amount of borrowed PTO that remains outstanding on date of separation.
- 19.7 **One-Time Contribution to Deferred Compensation Plan (457(b)):** Propose a one-time contribution to employee’s deferred compensation plan in the amount of \$250 on the first payroll after ratification and Board approval of MOU. If an employee does not have a Deferred Compensation Plan at the time of Board approval of MOU, one-time contribution shall be made within 30 days of account having been established by employee. This benefit is only available to employees who establish a 457(b) account within 90 days of Board approval of MOU.

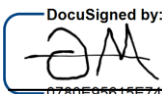
20. RE-OPENER

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.


MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

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 Felipe Melchor, General Manager

Date: 7/9/2024

OPERATING ENGINEERS LOCAL UNION NO. 3



 Michael Moore, OE3
 Business Representative

Date: 7/11/24