

San Luis Obispo County Integrated Waste Management Authority
BOARD MEETING AGENDA

Wednesday, July 12, 2023

In-person Meeting:

1:30 PM

City of San Luis Obispo

Council Chambers

990 Palm Street, San Luis Obispo, CA. 93401



Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

IWMA BOARD MEMBERS:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice-President, City of Grover Beach
Charles Bourbeau, Past-President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

To submit a written public comment – The IWMA Board welcomes your input. Indicate the agenda item number and email it to sdelgiorgio@iwma.com, or US mail at 870 Osos Street, San Luis Obispo CA. 93401. Written public comments must be submitted on the day of the meeting, **no later than 9:00 AM**. All correspondence will be distributed to each Board Member and will become part of the official record of the Board Meeting.

Americans with Disabilities Act Compliance - In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please contact Sasha Del Giorgio, Clerk of the Board, **at least 72 hours** before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2192 and through email at sdelgiorgio@gmail.com.

- 1. Call to Order**
Led by President Jan Marx.
- 2. Roll Call**
Taken by Clerk of the Board, Sasha Del Giorgio.

3. **Pledge of Allegiance**
Led by President Jan Marx.

Non-Agenda Public Comment Period

Presentations

4. **Executive Directors Report**
Led by Peter Cron.

Consent Agenda Public Comment Period

Consent

5. **Executive Committee Minutes Receive and File– June 2, 2023** [Page 3](#)
Recommendation: That your Board receive and file the June 2, 2023, IWMA Executive Committee Minutes.
6. **Board Minutes Review – June 14, 2023** [Page 7](#)
Recommendation: That your Board approve the June 14, 2023, IWMA Board Meeting Minutes.
7. **Receive and File Monthly Financial Reports** [Page 12](#)
Recommendation: That your Board receive and file the attached monthly financial reports.
8. **Social Media Contract** [Page 17](#)
Recommendation: That your Board a) approve the renewed agreement for social media consulting services and b) authorize the IWMA Board President to sign the agreement.
9. **Vintage Properties Lease Extension** [Page 24](#)
Recommendation: That your Board authorize the Board President to sign the Vintage Properties Extension Letter, Amendment Two, for an additional six (6) month term.
10. **Cancellation of August 9, 2023, IWMA Board of Directors Meeting** [Page 26](#)
Recommendation: That your Board cancels the August 9, 2023, IWMA Board of Directors Meeting.

Regular Agenda Public Comment Period

Regular Agenda

11. **Recycling E-Waste Disposal Agreement** [Page 27](#)
Recommendation: That your Board a) approve the agreement for electronic waste disposal service and b) authorize the IWMA Board President to sign the agreement.

12. **Chicago Grade Landfill, Paso Robles Landfill, and Cold Canyon Landfill E-Waste Collection Agreements** [Page 51](#)
 Recommendation: That your Board a) approve the agreements for electronic waste collection services and b) authorize the IWMA Board President to sign agreements.

13. **Consideration of Approval of Compensation Increase for Unrepresented Employees** [Page 73](#)
 Recommendation: That your Board consider approval of a 4.0% cost-of-living increase for unrepresented employees, and a 10% increase in the cafeteria plan contribution to keep pace with rising health insurance costs.

14. **Discussion of the Status and Impacts of the County of San Luis Obispo's Consideration of Rejoining the IWMA.** [Page 148](#)
 Recommendation: That your Board discuss the request from the County to return to the IWMA and provide staff with direction if needed.

Adjournment

Upcoming Meetings and Events			
Board of Directors Meetings	July 12, 2023	August 9, 2023 (TBD)	September 13, 2023
Executive Committee Meetings	July 28, 2023	September 1, 2023	September 29, 2023

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Executive Committee Minutes Receive and File– June 2, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Board receive and file the June 2, 2023, IWMA Executive Committee Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

A. 2023-06-02 EC Minutes



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Executive Committee Meeting Minutes

June 2, 2023, 11:00 AM
870 Osos St
San Luis Obispo, CA 93401

Executive Committee Members Present:

Robert Robert, Vice President
Charles Bourbeau, Past President

Executive Committee Members Absent:

Jan Marx, President

1. Call To Order

The Executive Committee was called to order on June 2, 2023, at 11:00 AM by Vice President Robert.

2. Roll Call

Roll Call was taken by Sasha Del Giorgio, Clerk of the Board.

3. Pledge Of Allegiance

Led by Vice President Robert.

Non-Agenda Public Comment Period

Public Comment was not made.

4. Executive Directors Report

Led by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Public Comment was made.

Consent Agenda

5. Approve Executive Committee Meeting Minutes – April 28, 2023

Recommendation: That your Executive Committee approve the April 28, 2023, IWMA Executive Committee Meeting.

6. Renewal of Paso Robles Landfill Agreement for Electronic Waste Collection and Recycling Services

Recommendation: That your Executive Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, "Authority to Enter Into Contracts and Expend Funds".

7. Renewal of Chicago Grade Landfill Agreement for Electronic Waste Collection and Recycling Services

Recommendation: That your Executive Committee a) approve the renewed e-Waste Agreement and b) authorize the Board President to sign and execute per IWMA Policy F-1, "*Authority to Enter Into Contracts and Expend Funds*".

Motion By Vice President Bourbeau

Second By Past President Robert

To pull items 6 and 7 from the Consent Agenda and re-calendar onto the July 2023 IWMA Board Meeting Agenda, and approve item 5.

Ayes: Bourbeau, Robert

CARRIED (2 to 0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

8. Review Board Meeting Draft Agenda – June 14, 2023

Recommendation: That your Executive Committee review, discuss, and approve the draft June 14, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

Motion By Past President Bourbeau

Second By Vice President Robert

To approve Item 8.

Ayes: Bourbeau, Robert

CARRIED (2 to 0)

Adjournment: 11:27 AM



Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County
Integrated Waste Management Authority

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Board Minutes Review – June 14, 2023

BACKGROUND:

N/A

RECOMMENDATION:

That your Board approve the June 14, 2023, IWMA Board Meeting Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2023-06-14 BOD Minutes



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Board of Directors Meeting Minutes

Wednesday, June 14, 2023, 1:30 PM
City of San Luis Obispo Council Chambers
990 Palm Street, San Luis Obispo, CA. 93401

IWMA Board of Directors:

Jan Marx, President, City of San Luis Obispo
Robert Robert, Vice President City of Grover Beach
Charles Bourbeau, Past President, City of Atascadero
James Guthrie, City of Arroyo Grande
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

1. Call To Order

President Marx called The Board Meeting to order on June 14, 2023, at 1:30 PM.

2. Roll Call

Board Members Present: Barton, Bourbeau, Enns, Guthrie, Hamon, Marx,
Newton, Robert.

Board Members Absent: No

3. Pledge Of Allegiance

Led by President Marx.

Non-Agenda Public Comment Period

Public Comment was made.

Presentations

4. Executive Directors Report

Led by Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent Agenda

5. Executive Committee Minutes Receive and File – April 28, 2023

Recommendation: That your Board receive and file the April 28, 2023, IWMA Executive Committee Meeting Minutes.

6. Board Minutes Review – May 10, 2023

Recommendation: That your Board approve the May 10, 2023, IWMA Board Meeting Minutes,

7. Receive and File Monthly Financial Reports

Recommendation: That your Board receive and file the attached monthly financial reports.

Motion By Hamon
Second By Bourbeau

To approve Items 5, 6, and 7.

Ayes: Barton, Bourbeau, Enns, Guthrie, Hamon, Marx,
Newton, Robert.
Noes: None
Absent: None

CARRIED (8-0)

Regular Agenda Public Comment Period

Public Comment was not made.

8. Resolution 2023-06-01 Creation of an Ad Hoc Committee to Address County Rejoining

Recommendation: Per Section 2.4 of the Board Rules, the President proposes the appointment of an Ad Hoc, and the Board has to officially adopt a resolution.

Motion By Marx
Second By Hamon

To appoint Bourbeau, Marx, and Robert as the Ad Hoc Committee Members.

Ayes: Marx, Hamon, Barton, Bourbeau, Enns, Guthrie,
Newton, Robert.
Noes: None
Absent: None

CARRIED (8-0)

9. Resolution 2023-06-02 Review and Approve Preliminary Budget Fiscal Year 2023/2024

Recommendation: That your Board adopt Resolution 2023-06-02, approving the Fiscal Year 2023/2024 Preliminary Budget.

Motion By Bourbeau
Second By Robert

To adopt resolution 2023-06-02.

Ayes: Bourbeau, Robert, Barton, Enns, Guthrie, Hamon,
Marx, Newton.

Noes: None

Absent: None

CARRIED (8-0)

10. Resolution 2023-06-03 Temporary Reduction of the Solid Waste Management Fee

Recommendation: That your Board adopt Resolution 2023-06-03, temporarily reducing the IWMA Solid Waste Management Fee from 5.4% to 4.4%, effective July 1, 2023.

Motion By Bourbeau
Second By Robert

To adopt resolution 2023-06-03.

Ayes: Bourbeau, Robert, Barton, Enns, Guthrie, Hamon, Marx,
Newton.

Noes: None

Absent: None

CARRIED (8-0)

11. Extension to Compost Rebate Agreement Program

Recommendation: That your Board a) approve an extension to the Compost Rebate Agreement approved in September 2022 for an additional 12-month period of July 1, 2023, through June 30, 2024, and b) authorize the IWMA Board President to sign future extension agreements otherwise on the same terms.

Motion By Bourbeau
Second By Hamon

To approve item 11.

Ayes: Bourbeau, Hamon, Barton, Enns, Guthrie, Marx,
Newton, Robert.

Noes: None

Absent: None

CARRIED (8-0)

12. Executive Committee Elections

Recommendation: That your Board conduct the Executive Committee Elections as required by the IWMA Joint Powers Agreement, Section 9.4 “*Officers.*”

Motion By Hamon
Second By Robert

To nominate Marx as President, Bourbeau as Past-President, and Robert as Vice President.

Ayes: Barton, Bourbeau, Enns, Guthrie, Marx, Newton,
Noes: None
Absent: None

CARRIED (8-0)

Closed Session Public Comment Period

Public Comment was not made.

Closed Session

13. Conference with Labor Negotiators

Recommendation: Pursuant to Government Code 54957.6: Conference with labor negotiators regarding unrepresented bargaining units. Agency representative: Executive Director, Peter Cron.

Report out of Closed Session

No reportable action.

Adjourned **2:47 PM**

Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County
Integrated Waste Management Authority

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Barbara Aspernelson, Accountant
RE: Receive and File Monthly Financial Reports

BACKGROUND:

Below are the June 2023, Revenue, Expense, and Credit Card Report details. These reports show Revenues when payment is received (any outstanding amounts owed are noted on the bottom), and when a Payment Authorization Form is created, also known as Cash Basis. This is done so the Board can get a better understanding of cash inflows, and outflows.
Revenue:

Total Revenue:	\$287,258.64
Solid Waste Management Fee	\$269,294.97
Landfill Tipping Fee	\$12,681.00
CESQG	\$2,364.45
Retail Take Back	\$2,803.50
Other	\$114.72

Expenses:

Total Expenses	\$293,141.14
Summary of Significant purchases (listed as they appear on the report)	
CPSC	\$7,286.67
SDRMA	\$8,451.68
Science Discovery Business	\$18,784.40
Science Discovery Classroom education	\$14,618.32
Stericycle (Total for 3 Months)	\$113,643.75
Payroll, Taxes & Retirement Benefits (3 pay periods)	\$92,529.38

Credit Card Expense Summary:

Total credit card charges for the month of May and June were \$8,593.96. For details, please see the report attached.

RECOMMENDATION:

That your Board receive and file the attached monthly financial reports.

FISCAL IMPACT:

Revenue: \$287,258.64

Expenses: \$293,141.14

ATTACHMENTS:

- A. Revenue Report June 2023
- B. Expense Report June 2023
- C. Credit Card Report May and June 2023

**San Luis Obispo County IWMA
Revenue Report
June 2023**

	Total
Income	
435- Operation Revenue	
4350200 CESQG Payment	2,364.45
4350820 Solid Waste Management Fee	269,294.97
4350825 Landfill Tipping Fee Surcharge	12,681.00
4350955 Retail Take Back Fees	2,803.50
4550065 Other	114.72
Total 435- Operation Revenue	\$ 287,258.64

Account Receivable as of June 30, 2023

Chicago Grade Landfill - May/June		TBA
Cold Canyon Landfill - May/June		TBA
County of San Luis Obispo	\$	95,638.08
Retail Take Back	\$	8,520.95
Total Receivable	\$	104,159.03



San Luis Obispo County IWMA Expense Report June 2023

P.O. Number	P.O. Date	Invoice Number	Amount	Vendor name	Brief Description
23-692	06/01/2023	Cron 5.22.23	\$653.95	US BANK Corporate Payment System	Credit Card Charges
23-693	06/01/2023	Lane 5.22.23	\$5,891.17	US BANK Corporate Payment System	Credit Card Charges
23-694	06/01/2023	46	\$2,400.00	Andrea Biniskiewicz	Social media management
23-695	06/01/2023	--	\$3,198.38	Adamski Moroski Madden Cumberland & Green	Legal services
23-696	06/01/2023	5312023	\$2,000.00	Chicago Grade Landfill & Recycling	E-waste collection
23-697	06/01/2023	002-SLO	\$7,286.67	CPSC	HD 37 Grant Expenses
23-698	06/02/2023	10191	\$332.99	Digital West Networks inc.	Telephone services
23-699	06/02/2023	067063	\$125.00	Rainscape	Landscape svcs
23-700	06/02/2023	12786	\$0.00	Pismo Beach Chamber of Commerce	Chamber of Commerce Membership
23-701	06/02/2023	CS12300541	\$22.85	Corporate E-waste Solutions	Electronic waste disposal
23-702	06/05/2023	INV-23-4304872	\$46.30	San Luis Obispo Police Department - Alarm Unit	Fire/Burgler Alarm Permit
23-703	06/05/2023	1147124052623	\$39.99	Charter Communications/Spectrum	Telephone services
23-704	06/05/2023	8101240U110	\$42.82	San Luis Garbage Co.	Garbage Services
23-705	06/05/2023	--	\$19.95	Richetti Water Solutions	Reverse osmosis system rent
23-706	06/05/2023	--	\$43.40	Mission Linen and Uniform Service	Janitorial svc - rug cleaning
23-707	06/05/2023	--	\$10.19	PG&E	Utility-electricity
23-708	06/05/2023	--	\$231.43	TIAA BANK	Copier lease
23-709	06/05/2023	H42189	\$8,451.68	SDRMA	Employee Insurance
23-710	06/05/2023	622023	\$1,052.80	Gaspar Soilbuilders LLC	Compost Rebate Program
23-711	06/05/2023	1381IW_CR	\$18,784.40	Science Discovery	Outreach and Education
23-712	06/05/2023	1380IW	\$14,618.32	Science Discovery	Outreach and Education
23-713	06/06/2023	457E060323	\$3,726.90	Nationwide Retirement Solutions Standard	Employee retirement contrib
23-714	06/06/2023	457E06022023	\$1,038.00	Nationwide Retirement Solutions Standard	Employee retirement contrib
23-715	06/06/2023	401aEE0602023	\$3,458.99	Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-716	06/06/2023	401aER060223	\$1,164.29	Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-717	06/06/2023	PEHP EE 060223	\$354.22	Nationwide Retirement (PEHP)	Employee retirement contrib
23-718	06/06/2023	PEHPER060223	\$119.23	Nationwide Retirement (PEHP)	Employee retirement contrib
23-719	06/09/2023	4772	\$2,000.00	Pacific Waste Services	E-waste collection
23-720	06/09/2023	L3833942	\$127.00	Quinn Company	Forklift maintenance
23-721	06/09/2023	12466996	\$244.18	Mid-Coast Fire	HHW fire system maintenance
23-722	06/12/2023	5832476	\$109.74	Marborg (American Marborg)	HHW restroom rental
23-723	06/12/2023	5832477	\$109.74	Marborg (American Marborg)	HHW restroom rental
23-724	06/12/2023	5832478	\$109.74	Marborg (American Marborg)	HHW restroom rental
23-725	06/12/2023	5832479	\$109.74	Marborg (American Marborg)	HHW restroom rental
23-726	06/12/2023	5832480	\$109.74	Marborg (American Marborg)	HHW restroom rental
See Below					
23-728	06/19/2023	07012023	\$1,800.00	Vintage Properties	Office Space Rent/Lease
23-729	06/19/2023	8EBA99E2-0001	\$1,250.00	Streamline	Website Set up Fee
23-730	06/19/2023	15154	\$329.00	South County Chamber of Commerce	Chamber of Commerce membership
23-731	06/19/2023	3448	\$1,206.00	Mountaineer IT Inc	IT Services
23-732	06/19/2023	2387	\$295.00	Morro Bay Chamber of Commerce	Chamber of commerce membership
23-733	06/19/2023	43315	\$105.00	Integrity Systems	Office Security Monitoring
23-734	06/19/2023	73598	\$4,043.11	SDRMA	Work Comp insurance Premium
23-735	06/19/2023	45166	\$349.00	Paso Robles Chamber of Commerce	Membership Chamber of Commerce
23-736	06/19/2023	12786	\$100.00	Pismo Beach Chamber of Commerce	Chamber of Commerce Membership
23-737	06/19/2023	July 2023	\$250.00	Los Osos / Baywood Chamber of Commerce	Chamber of commerce membership
23-738	06/20/2023	EE45761723	\$3,726.90	Nationwide Retirement Solutions Standard	Employee retirement contrib
23-739	06/20/2023	ED45706172023	\$1,038.00	Nationwide Retirement Solutions Standard	Employee retirement contrib
23-740	06/20/2023	EE401a6172023	\$3,467.46	Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-741	06/20/2023	ED401a06172023	\$1,164.29	Nationwide Retirement Solutions PEBSCO	Employee retirement contrib
23-742	06/20/2023	PEHP61723EE	\$355.09	Nationwide Retirement (PEHP)	Employee retirement contrib
23-743	06/20/2023	PEHP6172023ED	\$119.23	Nationwide Retirement (PEHP)	Employee retirement contrib
23-744	06/21/2023	86870	\$295.00	Executive Janitorial	Janitorial services
23-745	06/21/2023	010254-000	\$121.05	City of San Luis Obispo-water	Utility-water
23-746	06/21/2023	15183839	\$17.21	SoCalGas	Utility-Gas
23-747	06/26/2023	004-SLO	\$671.00	CPSC	HD 37 Grant Expenses
23-748	06/26/2023	302656	\$290.68	Poor Richard's Press AP	Bin Stickers
23-749	06/27/2023	3478	\$29.50	Mountaineer IT Inc	IT Services
23-750	06/27/2023	4246044555645690	\$1,152.08	US BANK Corporate Payment System	Credit Card Charges
23-751	06/27/2023	4246044555645690	\$896.76	US BANK Corporate Payment System	Credit Card Charges
23-752	06/28/2023	72403801770	\$35,984.75	Stericycle	HHW waste disposal and labor
23-753	06/28/2023	72403834144	\$44,899.00	Stericycle	HHW waste disposal and labor
23-754	06/28/2023	72403832397	\$32,760.00	Stericycle	HHW waste disposal and labor
23-755	06/29/2023	12466907	\$281.06	Mid-Coast Fire	HHW fire system maintenance
23-756	06/29/2023	PS-INV0662417	\$3,532.10	Call2Recycle	Battery Recycling
23-757	06/29/2023	12467303	\$1,782.29	Mid-Coast Fire	HHW fire system maintenance
Payroll			\$66,607.66	3 Pay periods, Net 457 Withholdings	
IWMA Tax Obligation			\$6,189.12		
			\$293,141.14		
Funds Transferred to Payroll Account					
23-727	06/19/2023	07012023	\$75,000.00	San Luis Obispo County IWMA	Payroll funding
			\$368,141.14		



San Luis Obispo County Integrated Waste Management Authority
 Credit Card Report
 May and June 2023

Transaction date	P.O. Number	Amount	Description	Account	Class
06/01/2023	23-693	\$126.00	USPS Postage for SB 1383 Mailers	Postage	SB 1383
06/01/2023	23-693	\$43.48	Employee ID badges	Computer Software	Administration
06/01/2023	23-693	\$1,054.98	Butlerz Event Rentals Flatware Rental for Orientation Event	Contracted Services	Administration
06/01/2023	23-693	\$808.55	Kramer Events audio/visual equipment for Orientation Event	Contracted Services	Administration
06/01/2023	23-693	\$94.37	Staples Name Tags for Orientation Event	Office Supply Expenses	Administration
06/01/2023	23-693	\$126.00	USPS for SB 1383 Mailers	Postage	SB 1383
06/01/2023	23-693	\$247.20	Kramer Events audio / visual equipment for Orientation Event (2nd payment)	Contracted Services	Administration
06/01/2023	23-693	\$1,320.75	SLO Provisions Breakfast foods and coffee for Orientation Event	Office Supply Expenses	Administration
06/01/2023	23-693	\$1,599.86	SLO Provisions Lunch Foods for Orientation Event	Office Supply Expenses	Administration
06/01/2023	23-693	\$469.98	Cal Chamber of Commerce Employee Handbook Software	Computer Software	Administration
		\$5,891.17			
06/01/2023	23-692	\$20.00	Mail Chimp monthly subscriptions	Computer Software	Public Outreach
06/01/2023	23-692	\$85.00	GFOA Training	Trainings and Seminar Registration	Administration
06/01/2023	23-692	\$29.95	Quickbooks Training Subscription	Trainings and Seminar Registration	Administration
06/01/2023	23-692	\$6.00	Microsoft Fire Wall Monthly Subscripton	Computer Software	Administration
06/01/2023	23-692	\$513.00	Microsoft Licenses monthly subscription	Computer Software	Administration
		\$653.95			
06/27/2023	23-750	\$8.13	Mail JPA information to Sacramento	Postage	Administration
06/27/2023	23-750	\$20.00	Mail chimp Monthly Subscription	Computer Software	Public Outreach
06/27/2023	23-750	\$29.95	Real World Training Quickbooks training	Trainings and Seminar Registration	Administration
06/27/2023	23-750	\$575.00	Board Secretary conference registration 11/6	Trainings and Seminar Registration	Administration
06/27/2023	23-750	\$6.00	Microsoft firewall subscription	Computer Software	Administration
06/27/2023	23-750	\$513.00	Microsoft 365 licenses	Computer Software	Administration
		\$1,152.08			
06/27/2023	23-751	\$126.00	Postage for SB 1383 Mailers	Postage	SB 1383
06/27/2023	23-751	\$101.01	Printer Cartridge for programs printer	Office Supply Expenses	Administration
06/27/2023	23-751	\$543.75	Webstaurant Store Blue Recycling Bins	Other Minor Equipment	Business Outreach (Non-SB1383)
06/27/2023	23-751	\$126.00	Postage for SB 1383 Notices	Postage	SB 1383
		\$896.76			
		\$8,593.96			

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Jordan Lane, Deputy Director
RE: Social Media Contract

BACKGROUND:

The IWMA first entered into a contract with Andrea Biniskiewicz on July 7, 2019, for social media consulting services after the evaluation of three bids. The current contract expires on August 11, 2023. Staff recommends renewing the contract for a one-year term to develop future needs and strategies before collecting new bids for service.

RECOMMENDATION:

That your Board a) approve the renewed agreement for social media consulting services and b) authorize the IWMA Board President to sign the agreement.

FISCAL IMPACT:

N/A: Social media consulting services are included in the Fiscal Year 2023/2024 Budget under public outreach and consulting services.

ATTACHMENTS:

- A. Draft contract for Social Media Consulting Services

**SAN LUIS OBISPO COUNTY INTEGRATED WASTE
MANAGEMENT AUTHORITY
AGREEMENT FOR CONSULTING SERVICES**

This Agreement is made and entered into this ___th day of _____ 2023, by and between the SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (hereafter "IWMA") and ANDREA BINISKIEWICZ (hereafter "Contractor"). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

WITNESSETH:

WHEREAS, the IWMA is committed community outreach and desires to use social media platforms to increase brand awareness of the IWMA as a resource for environmentally- friendly waste practices; and

WHEREAS, the IWMA desires to educate San Luis Obispo County citizens on the importance of preserving a healthy and sustainable environment for current as well as future generations; and

WHEREAS, current social media users within San Luis Obispo County align with the target audience for the IWMA, with a relatively similar percentage of age groups on Facebook and Instagram; and

WHEREAS, the Contractor is qualified to assist the IWMA with its social media outreach program on the terms and conditions stated herein; and

WHEREAS, the Parties entered into a three-year agreement on August 12, 2020, which expires on August 11, 2023; and

WHEREAS, the Parties wish to maintain their working relationship for the benefit of the citizens of San Luis Obispo County.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

1. **TERM.** The term of this agreement will be from August 1, 2023 through August 1, 2024. The agreement is subject to a continuation beyond this time frame upon agreement of both parties.
2. **COMPENSATION.** Contractor will be compensated at an hourly rate of \$32 per hour with a maximum allowable hour restriction of twenty (20) hours per week. IWMA shall pay Contractor monthly for the work provided the previous month. Contractor is obligated to provide monthly invoices to IWMA and upon receipt, the IWMA shall make payment within ten (10) days of receipt. The monthly invoices shall include a reasonable description of the work provided and a detail of the hours spent each week.
3. **SCOPE OF WORK.** Contractor will manage social media platforms to increase brand awareness of the IWMA and to support the overall community outreach efforts of the agency, including, but not limited to, as provided for in Exhibit A. Contractor will coordinate with IWMA Staff as necessary to ensure the IWMA goals and objectives as provided in Exhibit A and this Agreement are achieved. Contractor shall, at minimum: (1) ensure ongoing IWMA presence on social media platforms; (2) provide feedback on social media activity to inform IWMA SEO strategy; (3) post a minimum of three times per week on all social media platforms; and (4) provide at least one hour of daily engagement on social media platforms.
4. **REPORTING REQUIREMENTS.** The Contractor will provide IWMA with monthly written progress reports indicating progress of work as contemplated by this Agreement.

5. PERFORMANCE EVALUATION. Contractor and IWMA Staff will meet in person, or virtually, on at least a quarterly basis (October, January, April, July) to plan for next quarter of outreach.

6. TERMINATION. The IWMA retains the right to terminate this Agreement for any reason by notifying Contractor in writing thirty (30) days prior to termination and by paying the compensation due and payable to the date of termination.

7. QUALIFICATIONS OF CONTRACTOR. Contractor represents that they are qualified to furnish the services described under this Agreement. Notwithstanding any representations, oral or written, between Parties, including any and all agents or representatives thereof, Contractor at all times covered by the terms of this Agreement is acting as a free and independent contractor, not as any agent of the IWMA. Any and all supervision and direction by any IWMA official, department or body shall be only that necessary to provide broad general outlines, and Contractor will use its own initiative and discretion in performing details of work herein.

8. HOLD HARMLESS AND INDEMNIFICATION. Contractor shall defend, indemnify, and hold harmless the IWMA, its officers, board members, and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the IWMA, its officers, board members, and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the IWMA, its officers, board members, and employees. It is the intent of the Parties to provide the IWMA the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

9. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is unenforceable under applicable law, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10. NOTICE. All notices hereunder shall be given in writing, addressed as follows:

CONTRACTOR:
Andrea Biniskiewicz
andrea@andreaclaire.com

SLO County Integrated Waste Management Authority
Attn: Executive Director
870 Osos Street
San Luis Obispo, CA 93401

11. AUTHORITY TO EXECUTE AGREEMENT. Both IWMA and Contractor each covenant that each individual executing the Agreement on behalf of each Party are persons duly authorized and empowered to execute the Agreement for such Party and bind the Party to the terms and conditions herein.

IN WITNESS WHEREOF, IWMA and Contractor execute this Agreement on the day and year first above written.

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT
AUTHORITY

ANDREA BINISKIEWICZ

Jan Marx, President

Andrea Biniskiewicz

ATTEST

APPROVED AS TO FORM

Sasha del Giorgio, Clerk of the Board

Linda Somers Smith, Legal Counsel

DRAFT

ANDREA BINISKIEWICZ

PROPOSAL FOR SERVICES

For Integrated Waste Management Authority

Continuation Project Plan proposed on July 6, 2023, Submitted by: Andrea Biniskiewicz. This proposal includes the work and cost of Andrea Biniskiewicz.

OVERVIEW

I am pleased to submit this proposal for services to support Integrated Waste Management Authority in achieving its goals for increasing brand awareness through various social media platforms.

The Objective: Increase Brand Awareness of the IWMA & educational resources

- Need #1: Continue to increase awareness of IWMA information to the public, and engagement.
- Need #2: Provide educational and interactive experience for the audience with increased video presentation.
- Need #3: Focus on promoting the IWMA updates to all cities within San Luis Obispo County.

The Solution: Engage with the public on social media platforms

- Recommendation #1: Continue to create content for IWMA social media accounts – Facebook and Instagram as well as stay up to date on relative Reddit posts, Facebook groups, and Nextdoor.
- Recommendation #2: Create unique and original content that can be understood by all audiences according to demographic data tracked from 2019 – 2023 and incorporate more video / reel content.
- Recommendation #3: Tag locations more often, and work with municipal media contacts to share IWMA social media updates.

OUR PROPOSAL

Execution Strategy

With a consistent posting schedule, unique, engaging and interactive content, we can increase the reach of IWMA as an educational resource for waste management and further educate the public on how to efficiently and correctly dispose of their waste.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Project Management	Ongoing management of social media accounts, including: posting, engaging, and tracking analytics that ensures benchmarks are met.

Timeline for Execution

Description	Start Date	End Date
Project Start	August 1, 2023	
Proposal Completion		August 1, 2024

EXPECTED RESULTS

With the data we gathered from 2019 – 2023, I expect social media engagement on Instagram and Facebook to increase each month, focusing on cities within San Luis Obispo County and outside of SLO. I expect social media engagement and reach on Facebook to increase as other businesses and municipality accounts share the IWMA media posted to the page.

Desired Results

- Result #1: Encouraged engagement with members of the public and their peers via new strategies.
- Result #2: Increased shares by other organizations, businesses, and people furthering the engagement cycle.
- Result #3: Increased engagement with video content, produced by Andrea.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid until July 31, 2023.

Services Cost Category #1	Year	Rate	Hours / Week	Monthly Price
Social Media Management – creation, planning, posting, tracking, with an increase in video production, and following Reddit, Nextdoor, Facebook groups, and other forums for waste management questions by the community.	2023- 2024	\$32	20	\$2,560

Andrea bills at the end of each month, or on a payment plan is agreed upon by both parties. 20 hours will not be exceeded, unless approved by IWMA in writing and signed by both parties.

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

QUALIFICATIONS

I created the social media platforms, and published content for the IWMA from June 2019 – Present, with a focus on brand awareness throughout the community, specifically on Facebook and Instagram. Also:

- 7 years of experience in social media management for environmental agencies and non-profits, including 4 years of experience directly working with the IWMA.
- Helping ECOSLO with the same goals for three years, implementing new strategies to increase brand awareness for events, education, and advocacy measures.
- Completed 2 B.A. degrees in Environmental Studies and Ecology & Evolutionary Biology from an accredited University, and therefore have the background knowledge and passion for recycling & waste management!
- Implemented an Electronic Waste educational program within the Program I worked for in college that supplied off-campus housing with energy and water-efficient appliances.

CONCLUSION

I look forward to working with IWMA for a second year and supporting your efforts to increase awareness to the public, in order to educate and advocate for an important measure!

If you have questions on this proposal, feel free to contact Andrea at your convenience by email at andrea@andreaclaire.com or by phone at (805) 300-6821.

Thank you for your consideration,

Andrea Biniskiewicz

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Sasha Del Giorgio, Clerk of the Board
RE: Vintage Property Lease Extension

BACKGROUND:

On March 18, 2021, the San Luis Obispo County Integrated Waste Management Authority (IWMA) Board signed and executed a lease agreement with Vintage Properties for the lease of office space located at 890 Osos Street Suite B in San Luis Obispo. The Lease Agreement commenced on April 1, 2021, and provided two (2) consecutive six (6) month options to renew the lease term provided a ninety (90) day notice.

On July 13, 2022, the Board executed the second of two six (6) month options to renew the Vintage Properties Lease.

On March 8, 2023, your Board approved and authorized the Board President to sign and execute an Amended Vintage Property Lease Extension for six (6) months with a six (6) month option to renew.

RECOMMENDATION:

That your Board authorize the Board President to sign the Vintage Properties Extension Letter, Amendment Two for an additional six (6) month term.

FISCAL IMPACT:

Six Month Lease Expense: \$10,800.00

ATTACHMENTS:

- A. Vintage Property Lease Extension Letter, Amendment Two



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

AMENDMENT TWO

The parties to this agreement are VINTAGE PROPERTIES, as Lessor, and INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA), as Lessee, respectively, under that Lease Agreement dated April 1, 2021, concerning the premises at 890 Osos Street, Suite B, San Luis Obispo, California. The parties agree as follows:

1. The term of the Lease shall be extended for six months from the period of October 1, 2023, through March 31, 2024.

This agreement, dated _____, is meant to be attached to and made part of the aforementioned Lease Agreement.

Alan J. McVay
VINTAGE PROPERTIES

Jan Marx
President of the Board
San Luis Obispo County, IWMA

Item No. 10
July 12, 2023

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Cancellation of August 9, 2023, IWMA Board of Directors Meeting

BACKGROUND:

N/A

RECOMMENDATION:

That your Board cancels the August 9, 2023, IWMA Board of Directors Meeting.

FISCAL IMPACT:

N/A

ATTACHMENTS:

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Jordan Lane, Deputy Director
RE: Recycling E-Waste Disposal Agreement

BACKGROUND:

On May 23, 2023, the IWMA reached out to four potential electronic waste disposal vendors to service two Permanent Household Hazardous Waste Collection Facilities managed by the IWMA. The vendor list included:

1. Corporate eWaste Solutions (Current Vendor)
2. Alianza Recycling
3. AllGreen Recycling
4. Iron Mountain

Quotes were received from vendors #1-3 and analyzed for costs and services. Alianza Recycling presented the lowest costs for transport, competitive costs for disposal, and is able to service both Nipomo and Morro Bay sites regularly. Based on evaluation of the three quotes, staff recommends that the agency begin utilizing the services of Alianza Recycling for E-waste collection and disposal at the Nipomo and Morro Bay HHW sites.

RECOMMENDATION:

That your Board a) approve the agreement for electronic waste disposal service and b) authorize the IWMA Board President to sign the agreement.

FISCAL IMPACT:

Electronic waste collection is based on service as needed and incurs both costs and revenue. The IWMA receives payments or credits from the vendor based on the material type and collected volume. The IWMA pays the vendor a pick-up fee and certain disposal costs based on material type and collected volume. An allocation of \$4,400.00 is included in the Fiscal Year 2023/2024 Budget for e-waste disposal.

ATTACHMENTS:

- A. Corporate eWaste Solutions Quote
- B. Alianza Recycling Quote
- C. AllGreen Recycling Quote
- D. Draft Agreement with Alianza Recycling



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

**Request for Quote: Electronic
Waste Transfer and Disposal**

The IWMA is soliciting quotations for occasional and recurring transfer and disposal of electronic waste. Terms of agreement will be negotiated upon vendor selection, and will terminate after one year of continuous service with an option to extend. Service to the IWMA will be on a recurring and as-needed basis predicated by a full or near-full electronic waste collection container (to be provided by vendor).

The IWMA currently operates two household hazardous waste collection facilities that accept residential and commercial electronic waste:

Morro Bay Household Hazardous Waste Facility

160 Atascadero Road, Morro Bay, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 9am – 11am

Nipomo Household Hazardous Waste Facility

509 Southland Street, Nipomo, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 1pm – 3pm

**Commercial (CESQG) customers must have an appointment scheduled by IWMA Staff.*

Times and locations of HHW sites are subject to change.

Quotations from interested vendors must be submitted to jlane@iwma.com before 2:00PM on June 8, 2023.

Vendor Quotation

Date: 5/30/23

Supplier Name: Corporate Ewaste Solutions		Supplier Address: 333 Cliffwood Park St Brea CA 92821
Contact Name: Jonathan Castaing (JC)		
Title: Business Development Manager		
Phone: 530-867-2525		
Expectations/Scope: <ul style="list-style-type: none"> A. Recycler will perform onsite transfer of items at Client’s facilities. B. Recycler represents and warrants that it is a certified recycler and meets Environmental Health and Safety Standards. C. Recycler shall complete corresponding CalRecycle forms 198 and 187 for all CEWs. D. Recycler shall perform wipes on all hard drives received. Memory cards are subject to be physically destroyed. E. Certificate of Disposal or Destruction for Products shall be issued to Client upon request for each shipment of products after inspection by Recycler. 		
Please provide rates of service for next twelve months (June 2023 – July 2024):		
Items/Description	Payment (Recycler Pays or Charges)	Price and Unit
All in One (stripped/incomplete)	Pay	NP/NC
All in One Computers	Pay	.18 lb.
All UWED Mix/Household Appliances	Pay	.05 lb.
Batteries (Alkaline)	Charge <input type="checkbox"/>	3.25 lb.
Cell Phones & Tablets	Pay	1.90 lb.
Christmas Wire	Pay	NP/NC
CRT Device	Pay	.60 lb.
DLP TV	Pay	NP/NC
Flat Screen Device (inc Monitors)	Pay	.51 lb.

Fluorescent Tubes	Charge <input type="checkbox"/>	4.25 lb.
Hard Drives	Pay	NP/NC
ICW Wire	Pay	.30 lb.
Metals	Pay	NP/NC
Microwaves	Charge <input type="checkbox"/>	.05 lb.
Mini Frig/Household Appliances (stoves, washers, dryers, etc.)	Charge <input type="checkbox"/>	10.00 per unit
PC Towers	Pay	.26 lb.
PC Towers (stripped/incomplete)	Pay	NP/NC
Rear Projection TV	Pay	.25 lb.
Servers & Switches	Pay	.30 lb.
Solar Panels	Charge <input type="checkbox"/>	.40 lb.
Other:		
Transportation Fee (bin exchange)		Charge \$1,200 flat each swap out
Other:		

Service Survey:

- Our company supplies necessary containers for collection (i.e. Gaylord boxes, pallets, trailers).
- Our company does not supply necessary containers for collection.
- Our company will regularly pick up electronic waste at both locations (Morro Bay and Nipomo).
- Our company will regularly pick up electronic waste at only one location.

Our Company is Endorsed by the Following Certifications:

Certification	Expiration Date	Plan to Renew? (Y/N)
R2V3	April 8 th 2025	Y
ISO 14001:2015	August 2023	Y
ISO 45001:2018	August 2023	Y
ISO 9001:2015	August 2023	Y

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions.

CEWS

Company

Jonathan Castaing

Authorized Representative

5/30/23

Date

Business Development Manager

Title



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

**Request for Quote: Electronic
Waste Transfer and Disposal**

The IWMA is soliciting quotations for occasional and recurring transfer and disposal of electronic waste. Terms of agreement will be negotiated upon vendor selection, and will terminate after one year of continuous service with an option to extend. Service to the IWMA will be on a recurring and as-needed basis predicated by a full or near-full electronic waste collection container (to be provided by vendor).

The IWMA currently operates two household hazardous waste collection facilities that accept residential and commercial electronic waste:

Morro Bay Household Hazardous Waste Facility

160 Atascadero Road, Morro Bay, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 9am – 11am

Nipomo Household Hazardous Waste Facility

509 Southland Street, Nipomo, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 1pm – 3pm

**Commercial (CESQG) customers must have an appointment scheduled by IWMA Staff.*

Times and locations of HHW sites are subject to change.

Quotations from interested vendors must be submitted to jlane@iwma.com before 2:00PM on June 8, 2023.

Vendor Quotation

Date: June 8, 2023

Supplier Name: Alianza Recycling and Recovery, LLC		Supplier Address: 2301 Gibson Street Bakersfield, CA 93308
Contact Name: Jeneva Ellis		
Title: Office Manager		
Phone: 661-873-4011		
Expectations/Scope: <ul style="list-style-type: none"> A. Recycler will perform onsite transfer of items at Client’s facilities. B. Recycler represents and warrants that it is a certified recycler and meets Environmental Health and Safety Standards. C. Recycler shall complete corresponding CalRecycle forms 198 and 187 for all CEWs. D. Recycler shall perform wipes on all hard drives received. Memory cards are subject to be physically destroyed. E. Certificate of Disposal or Destruction for Products shall be issued to Client upon request for each shipment of products after inspection by Recycler. 		
Please provide rates of service for next twelve months (June 2023 – July 2024):		
Items/Description	Payment (Recycler Pays or Charges)	Price and Unit
All in One (stripped/incomplete)	Pay	\$0.00/lbs.
All in One Computers	Pay	\$0.10/lbs.
All UWED Mix/Household Appliances	Charge	\$0.00/lbs.
Batteries (Alkaline)	Charge	\$1.70/lbs.
Cell Phones & Tablets	Pay	\$1.00/lbs
Christmas Wire	Charge	\$0.00/lbs.
CRT Device	Pay	\$0.23/lbs.
DLP TV	Pay	\$0.23/lbs.
Flat Screen Device (inc Monitors)	Pay	\$0.33/lbs.

Fluorescent Tubes	Charge	\$1.30/lbs.
Hard Drives	Charge	\$5.00/units destruction
ICW Wire	Pay	\$0.00/lbs.
Metals	Pay	\$0.00/lbs.
Microwaves	Charge	\$0.025/lbs.
Mini Frig/Household Appliances (stoves, washers, dryers, etc.)	Charge	Do Not Accept
PC Towers	Pay	\$0.10/lbs.
PC Towers (stripped/incomplete)	Pay	\$0.00/lbs.
Rear Projection TV	Pay	\$0.23/lbs.
Servers & Switches	Pay	\$0.10/lbs.
Solar Panels	Charge	\$0.70/lbs.
Other:		
Transportation Fee (bin exchange)		100.00/Load
Other:		

Service Survey:

- Our company supplies necessary containers for collection (i.e. Gaylord boxes, pallets, trailers).
- Our company does not supply necessary containers for collection.
- Our company will regularly pick up electronic waste at both locations (Morro Bay and Nipomo).
- Our company will regularly pick up electronic waste at only one location.

Our Company is Endorsed by the Following Certifications:

Certification	Expiration Date	Plan to Renew? (Y/N)

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions.

Alianza Recycling and Recovery, LLC

Company

Geneva Ellis

Authorized Representative

June 8, 2023

Date

Office Manager

Title



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

**Request for Quote: Electronic
Waste Transfer and Disposal**

The IWMA is soliciting quotations for occasional and recurring transfer and disposal of electronic waste. Terms of agreement will be negotiated upon vendor selection, and will terminate after one year of continuous service with an option to extend. Service to the IWMA will be on a recurring and as-needed basis predicated by a full or near-full electronic waste collection container (to be provided by vendor).

The IWMA currently operates two household hazardous waste collection facilities that accept residential and commercial electronic waste:

Morro Bay Household Hazardous Waste Facility

160 Atascadero Road, Morro Bay, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 9am – 11am

Nipomo Household Hazardous Waste Facility

509 Southland Street, Nipomo, CA | (805) 782-8530

Residential Hours: Saturday 11am – 3pm

Commercial* Hours: Thursdays 1pm – 3pm

**Commercial (CESQG) customers must have an appointment scheduled by IWMA Staff.*

Times and locations of HHW sites are subject to change.

Quotations from interested vendors must be submitted to jlane@iwma.com before 2:00PM on June 8, 2023.

Vendor Quotation

Date: 5/23/2023

Supplier Name: All Green Electronics Recycling, LLC		Supplier Address: 7397 Doig Dr Garden Grove, CA 92841
Contact Name: Desmond Ironman		
Title: Recycling Coordinator		
Phone: 714- 633-4104		
Expectations/Scope: <ul style="list-style-type: none"> A. Recycler will perform onsite transfer of items at Client’s facilities. B. Recycler represents and warrants that it is a certified recycler and meets Environmental Health and Safety Standards. C. Recycler shall complete corresponding CalRecycle forms 198 and 187 for all CEWs. D. Recycler shall perform wipes on all hard drives received. Memory cards are subject to be physically destroyed. E. Certificate of Disposal or Destruction for Products shall be issued to Client upon request for each shipment of products after inspection by Recycler. 		
Please provide rates of service for next twelve months (June 2023 – July 2024):		
Items/Description	Payment (Recycler Pays or Charges)	Price and Unit
All in One (stripped/incomplete)	Charges	free
All in One Computers	Charge	free
All UWED Mix/Household Appliances	Charge	free
Batteries (Alkaline)	Charge	\$7 per lb.
Cell Phones & Tablets	Charge	free
Christmas Wire	Charge	free
CRT Device	Charge	free
DLP TV	Charge	free
Flat Screen Device (inc Monitors)	Charge	free

Fluorescent Tubes	Charge	\$1 per Ft
Hard Drives	Charge	\$25 for Shredding
ICW Wire	Charge	Free
Metals	Charge	Free
Microwaves	Charge	Free
Mini Frig/Household Appliances (stoves, washers, dryers, etc.)	Charge	\$50-\$150
PC Towers	Charge	Free
PC Towers (stripped/incomplete)	Charge	Free
Rear Projection TV	Charge	Free
Servers & Switches	Charge	Free
Solar Panels	Charge	\$25 minimum
Other:		
Transportation Fee (bin exchange)		\$150
Other:		

Service Survey:

- Our company supplies necessary containers for collection (i.e. Gaylord boxes, pallets, trailers).
- Our company does not supply necessary containers for collection.
- Our company will regularly pick up electronic waste at both locations (Morro Bay and Nipomo).
- Our company will regularly pick up electronic waste at only one location.

Our Company is Endorsed by the Following Certifications:

Certification	Expiration Date	Plan to Renew? (Y/N)
ISO 9001:2015	12/8/2025	Y
ISO 14001:2015	12/8/2025	Y
ISO 45001-2018	12/8/2025	Y
R2v3	12/8/2025	Y

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions.

All Green Electronics, LLC

Company



Authorized Representative

Date

Title

**SAN LUIS OBISPO COUNTY INTEGRATED
WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE DISPOSAL SERVICES**

This Electronic Waste Disposal Services Agreement (the “Agreement”) is made as of the Effective Date (identified on the signature page) by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers agency formed pursuant to California Government Code Section 6500 *et. seq.* (“IWMA” or “Client”) related to its agreements with collection sites at Morro Bay HHW Facility 160 Atascadero Road, Morro Bay, CA and Nipomo HHW Facility 590 Southland Avenue, Nipomo, CA 93444 (“Facilities”) and Alianza Recycling and Recovery LLC, with its principal office at 2301 Gibson Street, Bakersfield, CA 93308 (“Recycler”). Recycler and Client may be referred to herein collectively as the “Parties”, and each individually, as a “Party”.

- A.** Recycler operates recycling and other services including collecting, disposing and recycling of electronic waste; and
- B.** Client desires to engage Recycler to provide professional services consisting of the transfer, disposal and/or recycling certain e-waste and/or other universal electronic waste (UWEDS) (“Services”) at the Facilities.

In consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agree as follows:

1. Services.

Pursuant to the terms and subject to the conditions set forth in this Agreement, Client hereby engages Recycler to provide the Services to Client.

2. Fees and Payment.

- A.** Recycler agrees to pay Client for all covered electronic waste (“CEW”) Universal Waste (“UW”) materials processed at the Facilities pursuant to the fee schedule below.
- B.** Client agrees to pay the Recycler for those charges/fees listed below, with payment and associated invoices submitted on a monthly basis in arrears.

ITEMS/DESCRIPTION OF FEES AND/OR SERVICES	PAYMENT	PRICE
CRT Devices	Recycler pays Client	\$ 0.23 lb.
Flat Screen Devices (included monitors)	Recycler pays Client	\$ 0.33 lb.
PC Computer Towers (complete)	Recycler pays Client	\$ 0.10 lb.
Laptops (complete)	Recycler pays Client	\$ 0.00 lb.
All in one (complete)	Recycler pays Client	\$ 0.10 lb.
Cell Phones	Recycler pays Client	\$ 1.00 lb.
Tablets	Recycler pays Client	\$ 1.00 lb.

Rear Projection TV	Recycler pays Client	\$ 0.23 lb.
DLP	Recycler pays Client	\$ 0.23 lb.
ICW Wire		NP/NC
Christmas Wire/ Mixed Metal		NP/NC
Hard Drive Destruction	Charge	\$ 5.00 / Unit
Solar Panels	Charge	\$ 0.70 lb.
Universal Waste / UWED & Household Appliances / Mini Frig	Charge	\$ 0.00 lb.
Alkaline Batteries	Charge	\$ 1.70 lb.
Fluorescent Tubes	Charge	\$ 1.30 lb.
Microwave	Charge	\$ 0.025 lb.
Refrigerators/ Stove/ Washer/ Dryer	Charge	Do Not Accept
Printer / Copiers	Charge	\$ 0.10 lb.

3. Shipment/Collection.

- A. Recycler will perform the onsite transfer of the e-waste items at Client's Facilities.
- B. Flat Transportation (Staged Gaylord/Pallets onsite) is charged at \$100.00 per trip.

4. Conditions.

- A. Recycler represents that it is a qualified and “approved collector and e-waste recycler” through the State of California, Cal Recycle Program (CEW ID# 110994), with experience in OEM regulatory.
- B. Recycler further represents and warrants that it is and at all times during this Agreement will be in full compliance with applicable state, federal and local laws including, without limitations, the guidelines and regulations set forth by the California Environmental Protection Agency and the Department of Toxic Substance Control.
- C. Recycler reserves the right to resell any received e-waste without Client's approval unless otherwise stated and agreed upon.
- D. Recycler agrees to perform destruction on all hard drives & memory cards received through its Services.
- E. Certificate of Disposal or Destruction for Products shall be issued to Client upon request for each shipment of products after inspection by Recycler.
- F. Recycler does not accept and process following materials:
 1. *Polychlorinated biphenyl (PCB) containing items,*
 2. *Oils, chemicals, radioactive waste.*

If Client transfers these unacceptable items to Recycler, Alianza’s representative shall notify Client to arrange transportation and pick up of such materials/items. If Client fails to respond or requests that Recycler dispose of these items, any disposal cost plus Recycler's handling fees

will be billed to the Client.

5. Term; Termination.

A. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue for a period of one (1) year (“Term”), automatically renewing thereafter for five (5) successive one-year terms unless either Party provides the other with notice of termination at least 30 days prior to any then expiring term. Recycler shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

B. Termination. Notwithstanding any other provision in this Agreement, either Party may terminate this Agreement at any time during a Term on sixty (60) days prior written notice.

6. Authority; Representations.

Each of the Parties hereto represents to the other that (A) it has the authority or other requisite power and authority to execute, deliver and perform this Agreement, (B) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate or agency actions, (C) it has duly and validly executed and delivered this Agreement, and (D) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

7. Relationship of the Parties.

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party the agent or employee of the other Party for any purpose whatsoever, and that the Parties are independent contractors and neither Party shall have authority or power to bind the other Party or to contract in the name of, or create a liability against, the other Party in any way or for any purpose. In accepting this Agreement, Recycler covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which could conflict in any manner or degree with the performance of this Agreement. Recycler further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having such an interest.

8. Insurance; Indemnity.

The Recycler’s indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit A, attached, entitled *Basic Insurance Requirements*. Prior to or at the Effective Date, Recycler will furnish the required Certificates of Insurance to the IWMA.

9. Public Records Act Disclosure.

Recycler has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Recycler,

or any of its subcontractors, and provided to the IWMA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. The IWMA will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Recycler that the Recycler has reasonably designated in writing to the IWMA as a trade secret. The IWMA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Recycler if disclosure is deemed by the IWMA to be required by law or by court order.

10. Nondiscrimination.

In providing the Services pursuant to this Agreement, Recycler shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, medical condition or other protected class identifier. Recycler shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to any protected class under state or federal law. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Recycler must comply with all applicable federal, State and local laws and regulations including all applicable policies concerning nondiscrimination and equal opportunity in contracting.

11. Drug-Free Workplace Policy.

Recycler acknowledges that it has obtained and read a copy of the IWMA policy regarding a drug free workplace, attached hereto as Exhibit B, which is hereby made part of and incorporated herein by reference to this Agreement. The Recycler shall execute the policy acknowledgement attached hereto as Exhibit B.

12. Faithful Performance/Security Instrument.

The IWMA reserves the right to require the Recycler to furnish a Faithful Performance Security Instrument, in the form of a performance bond up to \$1,000,000 to cover any clean up, waste hauling, waste disposal, and fines levied against the IWMA arising from non-performance by Recycler, its subcontractors, handlers or transportation contractors. Recycler must furnish said instrument within ten (10) working days upon receipt of written notice by the IWMA. Any bond or letter of credit must be executed by a responsible surety that is authorized to transact business in the State of California. If the Recycler should fail to furnish the security instrument for the full amount within ten (10) working days, the Agreement may be terminated by the IWMA at its election.

13. Violation Notification.

Recycler must agree to notify the IWMA's Executive Director within five (5) working days if any of the following occur between now and termination of the Agreement:

- A. The Recycler or its subcontractors are served with a notice of violation of any laws, regulations or permits that relates to or impacts Recycler's performance under this Agreement.
- B. Proceedings are commenced against the Recycler, its subcontractors, its shipping or e-waste management facilities or other handlers that could lead to revocation of permits or licenses that relate to the Services.

14. Entire Agreement; Amendments.

The Agreement will be entire and contain all the terms and conditions agreed upon by the Parties. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of the Agreement will be merged into this Agreement. This Agreement may be amended only by an instrument signed by the Parties. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and subject to the IWMA budget and funding.

15. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

16. Waiver.

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and will apply only to the specific instance expressly stated.

17. Governing Law and Venue.

The Parties hereto agree that the provision of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Luis Obispo County, California.

18. Prevailing Wage.

Recycler acknowledges the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance." Recycler shall defend, indemnify, and hold IWMA, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Recycler to comply with the Prevailing Wage Laws.

19. Counterpart and Digital Signatures.

This Agreement may be executed in multiple counterparts which, when combined, shall constitute the same instrument. This Contract may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), and Uniform Electronic Transactions Act (“UETA”), unless a handwritten signature is required by law. “Electronic signature” for the purposes of this Section 19, shall have the meaning as stated in Section 1633.2(h) of the California Civil Code, or as may be amended.

20. Limitation of Liability.

In no event shall either Party be liable under this Agreement for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (A) whether such damages were foreseeable, (B) whether it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

21. Notices.

Any notice, request, or other communication to any party by any other Party as provided for herein shall be given in writing and shall be deemed given on the earlier of the date: (i) actually received and acknowledged; (ii) five (5) days after mailing by certified or registered mail, return receipt requested; or (iii) immediately following its delivery, evidenced by receipt, to any reputable overnight carrier or transmission via facsimile or email, in each case properly addressed to the intended recipient at its address (or facsimile transmission number or email address) set forth herein and with delivery costs prepaid. The places to which notices are to be given to Recycler are indicated below. The Client’s notices shall at all times be addressed to the Executive Director as designated below the IWMA signature or as thereafter designated for notice purposes.

To: Alianza Recycling and Recovery LLC.
Attention: Jeneva Ellis
2301 Gibson Street
Bakersfield, CA 93308
Fax: 661-873-4014
email: j.ellis@alianzarecycling.com

22. Assignment.

The Client may assign this Agreement to its constituent agencies, provided they assume the obligations set forth herein. This Agreement shall not be assignable in whole or in part by Recycler without the prior written consent of Client, except that Recycler may assign any of its rights pursuant to this Agreement to its affiliates or successor, if any. Additionally, but not by way of limitation, the services and performance under this Agreement by Recycler may be performed by one or more subsidiaries, affiliates and/or subcontractors, at Recycler's discretion, provided Recycler remains obligated to comply with the terms of this Agreement.

23. Interpretation.

The section/paragraph headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

24. Counterparts; Signatures.

This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), and Uniform Electronic Transactions Act (“UETA”), unless a handwritten signature is required by law. “Electronic signature” for the purposes of this paragraph 23, shall have the meaning as stated in Section 1633.2(h) of the California Civil Code, or as may be amended.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date signed by a Party (the “Effective Date”).

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE
MANAGEMENT AUTHORITY

ALIANZA RECYCLING

Jan Marx, President

Name, Title

ATTEST

APPROVED AS TO FORM

Sasha del Giorgio, Clerk of the Board

Linda Somers Smith, Legal Counsel

DRAFT

Exhibit A

Indemnity and Insurance Requirements.

A. Indemnification.

To the fullest extent allowed by law, Recycler shall defend, indemnify and save harmless the IWMA, and each of its constituent agencies, and each of their officers, board members, council members, officers, and all agents and employees of the IWMA and agencies from any and all claims, demands, damages, costs, expenses, judgments or liability (including attorneys and other legal fees and costs) arising out of this Contract or performance of the Services including, without limitation, predicated upon theories of violation statute, ordinance, or regulation, professional malpractice, negligence, or recklessness, including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, employment claims (including, without limitation, wage and hour, improper employee classification, harassment, discrimination, state and federal and state income or employment tax withholding, failure to comply with workers' compensation laws) and or any act or omission to act, whether willful, intentional or actively or passively negligent on the part of Recycler or his agents, employees or other Recyclers directly responsible to Recycler and providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Recycler or Recycler's agents, employees or other independent Recyclers and the IWMA its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, or judgments resulting solely from the intentional or active negligence of the IWMA.

B. Insurance.

Recycler shall obtain and maintain for the entire term of Contract at the Recycler's expense, and Recycler shall not perform any work under this Contract until after Recycler has obtained comprehensive general public liability insurance with companies acceptable to the IWMA, and which are authorized to issue such insurance in the State of California, including:

Liability Insurance:

Recycler shall maintain at all times during the entire term of this Contract, bodily and personal injury, including death resulting therefrom, and property damage insurance. This liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Recycler's operations in the performance of this Contract in the amount of \$1,000,000/occurrence \$2,000,000/aggregate, with IWMA listed as additional insured - Form CG 20 10, with coverage for Automobile Liability with \$5000,000 combined single limit per accident for "any auto" and IWMA listed as additional insured.

The policies shall also provide:

- A certificate alone is not acceptable.
- Recycler's insurance shall be primary and IWMA insurance is not contributory;
- Should any of the requested policies be canceled before the expiration date,

notice will be provided in accordance with Recycler's policy provisions;

- Approval of the insurance by IWMA shall not relieve or decrease the extent to which the Recycler may be held responsible for payment or damages resulting from Recycler's Services or operations pursuant to this Contract.

C. Workers' Compensation

As required by the State of California. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the IWMA, its officers, officials, employees, representatives, or agents.

D. Employer's Liability - in the amount of \$ \$1,000,000 per accident for bodily injury or disease._

E. Failure to Procure or Maintain

If Recycler fails or refuses to procure or maintain the insurance required by this paragraph or fails or refuses to furnish IWMA with required proof that insurance has been procured and is in force and paid for, IWMA shall have the right, without obligation, to terminate this Agreement, without prejudice to its rights of indemnification per Paragraph A.

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Chicago Grade Landfill, Paso Robles Landfill, and Cold Canyon Landfill
E-Waste Collection Agreements

BACKGROUND:

To provide convenient countywide electronic waste disposal to the public, the IWMA entered into agreements with Chicago Grade Landfill and Paso Robles Landfill on July 1, 2019. The current agreements expired on June 30, 2023. The Cold Canyon Landfill has since also agreed to provide electronic waste collection services. A uniform E-Waste Collection Agreement has been developed to streamline ongoing E-Waste collection services at the three landfills.

RECOMMENDATION:

That your Board a) approve the agreements for electronic waste collection services and b) authorize the IWMA Board President to sign agreements.

FISCAL IMPACT:

\$72,000 annually according to the following schedule:

Site	Cost (Per Month)	Cost (Per Year)
Chicago Grade Landfill	\$2,000	\$24,000
Paso Robles Landfill	\$2,000	\$24,000
Cold Canyon Landfill	\$2,000	\$24,000
TOTAL	\$6,000	\$72,000

ATTACHMENTS:

- A. Chicago Grade Landfill E-Waste Collection Agreement 2019 – 2023
- B. Paso Robles Landfill E-Waste Collection Agreement 2019 - 2023
- C. Draft Landfill E-Waste Collection Agreement 2023

**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE COLLECTION
AND RECYCLING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2019, by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers authority of the State of California, located at 870 Osos Street, San Luis Obispo, California 93401, County of San Luis Obispo, State of California, (hereinafter referred to as "IWMA") and Chicago Grade Landfill, with its principal place of business at 2290 Homestead Rd, Templeton, CA, 93465 (hereinafter referred to as "Contractor"). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1. Contractor.

Contractor desires to perform and assume responsibility for the provision of Electronic Waste Collection, Processing, Recycling and Disposal Services required by the IWMA on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public and private clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of IWMA.

2.2. Services.

IWMA desires to engage Contractor to render such services for the collection, processing, recycling and disposal of electronic waste ("Services") as set forth in this Agreement.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1. General Scope of Services. Contractor promises and agrees to furnish to all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately process Electronic Waste Collection, Processing, Recycling and Disposal Services as is commercially reasonable and appropriate. All Services shall be performed at the Chicago Grade Landfill at the address identified in Section 3.4.2 below.

3.1.2. Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2023. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Responsibilities of Contractor.

3.2.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IWMA retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of IWMA and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the IWMA, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.3. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the IWMA, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold IWMA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.4. Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.4.1. Minimum Requirements.

(A) Comprehensive General Liability coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

(B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.

(C) Worker's Compensation insurance as required by the laws of the State of California.

3.2.4.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.4.3. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, IWMA may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

3.2.4.4. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least one week prior to the expiration of the coverages.

3.2.4.5. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming IWMA and its officers, board members, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to IWMA.

3.2.4.6. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the IWMA.

3.2.5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are

necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3. Fees and Payments.

3.3.1. Compensation. Contractor shall be compensated on a monthly basis in the sum of Two Thousand Dollars (\$2,000). Contractor agrees to invoice IWMA monthly as a condition to receiving payment. If at any time during the Term, the IWMA does approve a budget for the Services contemplated by this Agreement, IWMA may terminate this Agreement with thirty (30) days' written notice to Contractor.

3.4. General Provisions.

3.4.1. Termination of Agreement. Either Party may, by written notice to the other, terminate this Agreement at any time and with or without cause specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered.

3.4.2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Chicago Grade Landfill
2290 Homestead Rd
Templeton, CA 93465
Attn: Dannette Fieguth, Site Manager

IWMA: 870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.4.4. Indemnification. Contractor shall defend, indemnify and hold the IWMA, its officials, officers, board members, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incidental to any alleged acts, omissions or negligent or willful conduct of Contractor, its

officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against IWMA, its directors, officials, officers, board members, employees, agents or volunteers.

Compliance with Laws: The Contractor warrants that he will comply with all applicable laws and implementing regulations related to the performance of contracted services, and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, and all other agencies with jurisdiction.

3.4.5. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.4.6. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County.

3.4.7. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

3.4.8. **Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the IWMA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.9. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.10. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.11. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.4.12. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

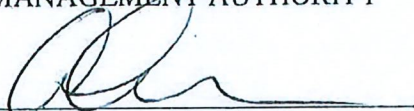
3.4.13. **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or

applicant for employment because of race, religion, sexual orientation, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.4.14. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

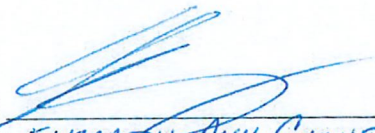
3.4.15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE
MANAGEMENT AUTHORITY



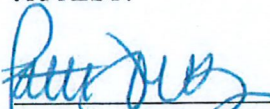
Aaron Gomez, President

CHICAGO GRADE LANDFILL

By: 

ELIZABETH ANN GARNER
Its: CEO

ATTEST:



Patti Toews, Program Director

APPROVED AS TO FORM:



Jeffrey A. Minnery, Counsel

**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE COLLECTION
AND RECYCLING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of July, 2019, by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers authority of the State of California, located at 870 Osos Street, San Luis Obispo, California 93401, County of San Luis Obispo, State of California, (hereinafter referred to as "IWMA") and Pacific Waste Services, with its principal place of business at 12925 Alcosta Blvd., Suite 1, San Ramon, CA 94583 (hereinafter referred to as "Contractor"). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1. Contractor.

Contractor desires to perform and assume responsibility for the provision of Electronic Waste Collection, Processing, Recycling and Disposal Services required by the IWMA on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public and private clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of IWMA.

2.2. Services.

IWMA desires to engage Contractor to render such services for the collection, processing, recycling and disposal of electronic waste ("Services") as set forth in this Agreement.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1. General Scope of Services. Contractor promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately process Electronic Waste Collection, Processing, Recycling and Disposal Services as is commercially reasonable and appropriate. Electronic Waste Collection, Placement in Gaylord Boxes, loading into closed trailer, and recordkeeping shall be performed at the Paso Robles Landfill located at 9000 Highway 46 E, Paso Robles, CA 93446. Processing, Recycling and Disposal Services shall be proposed at Contractor's subcontractor at their facility location. From time to time, the processing, recycling and disposal services subcontractor may change due to circumstances out of the Contractor's control.

3.1.2. Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2023. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2. Responsibilities of Contractor.

3.2.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IWMA retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Subcontracted services personnel performing the transport, processing, recycling and disposal services under this Agreement on behalf of Contractor shall also not be employees of IWMA. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement unless as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the IWMA, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.3. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the IWMA, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold IWMA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.4. Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to

persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.4.1. Minimum Requirements.

(A) Comprehensive General Liability coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

(B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.

(C) Worker's Compensation insurance as required by the laws of the State of California.

3.2.4.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.4.3. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, IWMA may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

3.2.4.4. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

3.2.4.5. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming IWMA and its officers, board members, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to IWMA.

3.2.4.6. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the IWMA.

3.2.5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving

equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3. Fees and Payments.

3.3.1. Compensation. Contractor shall be compensated on a monthly basis in the sum of Two Thousand Dollars (\$2,000). Contractor agrees to invoice IWMA monthly as a condition to receiving payment.

3.4. General Provisions.

3.4.1. Termination of Agreement. Either Party may, by written notice to the other, terminate this Agreement at any time and with or without cause specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered. After such termination of Agreement, IWMA shall take over the E-Waste responsibilities at Paso Robles Landfill listed in Section 3.1.

3.4.2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR: Pacific Waste Services, Inc.
12925 Alcosta Blvd., Suite 1
San Ramon, CA 94583
Attn: James A. Wyse, President

IWMA: 870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.3. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.4.4. Indemnification. Contractor shall defend, indemnify and hold the IWMA, its officials, officers, board members, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury,

in law or equity, to property or persons, including wrongful death, in any manner arising out of or incidental to any alleged acts, omissions or negligent or willful conduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against IWMA, its directors, officials, officers, board members, employees, agents or volunteers.

Compliance with Laws: The Contractor warrants that he will comply with all applicable laws and implementing regulations related to the performance of contracted services, and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, and all other agencies with jurisdiction.

3.4.5. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.4.6. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County.

3.4.7. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.8. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the IWMA. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.4.9. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.10. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.11. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

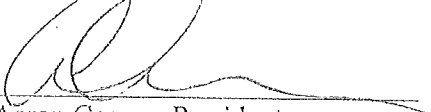
3.4.12. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.13. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, sexual orientation, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

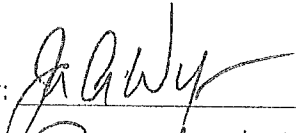

3.4.14. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.


SAN LUIS OBISPO COUNTY
INTEGRATED WASTE
MANAGEMENT AUTHORITY


Aaron Gomez, President

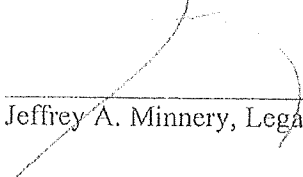
PACIFIC WASTE SERVICES, INC.

By: 
Its: 
President

ATTEST:


Patti Toews, Program Director

APPROVED AS TO FORM:


Jeffrey A. Minnery, Legal Counsel

**SAN LUIS OBISPO COUNTY INTEGRATED
WASTE MANAGEMENT AUTHORITY
AGREEMENT FOR ELECTRONIC WASTE COLLECTION
AND RECYCLING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into on _____, 2023 (“Effective Date”), by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers agency formed pursuant to California Government Code Section 6500 *et. seq.* (“IWMA”), located at 870 Osos Street, San Luis Obispo, California 93401, County of San Luis Obispo, State of California, and _____ with its principal place of business at _____, CA (hereinafter referred to as “Contractor”). IWMA and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1. Contractor.

Contractor desires to perform and assume responsibility for the provision of electronic waste- collection, processing, recycling and disposal services (“Electronic Waste Services” or “Services”) at the request of the IWMA on behalf of its member agencies on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public and private clients, is a CalRecycle Approved Collector, and it and its employees or subcontractors have all necessary licenses and permits to perform the Electronic Waste Services in the State of California.

2.2. Electronic Waste Collection and Processing.

IWMA desires to engage Contractor to render, and Contractor desires to perform such services for the collection, processing, recycling and disposal of electronic waste as set forth in this Agreement and as may be necessary to meet requirements of the State of California. Contractor acknowledges and understands that the IWMA does not monitor, participate in, or control electronic waste collection or drop-off, and Contractor is responsible for the collection, management, sorting, and disposal of waste as it is delivered to Contactor’s Facility.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1. General Scope of Services. Contractor promises and agrees to furnish to all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately process electronic waste delivered to Contractor pursuant to this Agreement. All Services shall be performed at the _____ Landfill at the address identified in Section 3.4.3 below (“Facility”). This Agreement does not grant any person the right to dispose Acceptable Waste (as defined herein) other than in accordance herewith. Additionally, the ability to dispose of Acceptable Waste at the Facility may be limited from time to time by Contractor in connection with the Facility’s permit(s), and capacity constraints, and compliance with applicable laws, rules, and regulations. Contractor reserves the right to immediately terminate access to the Facility by a customer in the event of breach or violation by a customer of any of the terms of this Agreement, Contractor’s operating rules, or applicable laws or regulations.

3.1.2. Term. The term of this Agreement shall be from the Effective Date and through June 30, 2024, automatically renewing for five (5) successive one-year terms unless either Party provides the other with notice of termination at least 30 days prior to any then expiring term. 6. Contractor shall

complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2. Responsibilities of Contractor.

3.2.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. IWMA retains Contractor on an independent contractor basis and not as an employee, partner or joint venturer. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor are Contractor's employees or personnel and such persons are not IWMA employees nor entitled to any benefits or rights of IWMA employees. Contractor staff shall always be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2. Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the IWMA, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.2.3. Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs Services knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold IWMA, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of Contractor's failure or alleged failure to comply with such laws, rules or regulations.

3.2.4. Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of the Services under this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.4.1. Minimum Requirements.

(A) Comprehensive General Liability coverage limits of not less than One Million Dollars (\$1,000,000), including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

(B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million Dollars (\$1,000,000) per incident.

(C) Workers' Compensation insurance as required by the laws of the State of California

3.2.4.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.4.3. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, IWMA may either (I) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

3.2.4.4. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least one week prior to the expiration of the coverages.

3.2.4.5. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming IWMA and its officers, board members, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to IWMA.

3.2.4.6. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the IWMA and its insurance carriers.

3.2.5. Safety. Contractor shall perform the Services so as to avoid injury or damage to any person or property. In providing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the Services are performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents and injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3. Fees and Payments.

3.3.1. Compensation. Contractor shall be compensated on a monthly basis in the sum of Two Thousand Dollars (\$2,000). Contractor agrees to invoice IWMA monthly as a condition to receiving payment and IWMA shall pay Contractor's invoice within thirty (30) days of receipt. If at any time during the Term, the IWMA does approve a budget for the Services contemplated by this Agreement, IWMA may terminate this Agreement with thirty (30) days' written notice to Contractor.

3.4. General Provisions.

3.4.1. Acceptable Waste. Contractor's Services include accepting only Acceptable Waste, and Contractor shall have not obligation to handle or collect radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (collectively referred to as "Unacceptable Waste"). Contractor reserves the right to refuse to provide Services to any customers who bring in Unacceptable Waste or who attempt to dispose of Acceptable Waste other than in compliance with all applicable federal, state and local laws, regulations, rules

and orders regarding the same. Title to any and all Unacceptable Waste, handled or disposed of by Contractor shall at all times remain with the customer and any agent of the customer (if an agent is involved). Contractor has the right to refuse, or to reject after acceptance, any load(s) of waste(s) delivered to its landfill including if Contractor believes a customer has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such waste load is unacceptable.

3.4.2. Termination of Agreement. Either Party may, by written notice to the other, terminate this Agreement at any time and with or without cause specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been rendered through the date of termination.

3.4.3. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

[NAME OF LANDFILL]
Attn: Site Manager, email
[ADDRESS]

With a copy to:

Waste Connections US, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

IWMA:

870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.4.4. Collaboration; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.4.5. Indemnification. Each party hereto (an "Indemnifying Party") will promptly defend, indemnify and hold harmless the other party and its affiliate companies and their respective employees, agents, representatives and contractors (collectively, "Indemnified Party") from and against any and all claims, suits, actions, liabilities, losses, expenses or damages (including costs of defense, settlement, court costs, reasonable attorneys' fees and expert witness and consultation fees) which the Indemnified Party may incur to the extent caused by or resulting from: (I) any negligent act or omission or intentional misconduct of the Indemnifying Party, its agents or employees in connection with this Agreement, (ii) any violation of any applicable law, rule, regulation, ordinance, or court order by the Indemnifying Party, its agents or employees in connection with this Agreement, or (iii) any breach by the Indemnifying Party, its agents or employees of any of the covenants, agreements, representations or warranties of the Indemnifying Party set forth in this Agreement. Notwithstanding the foregoing, the IWMA shall not be responsible for indemnifying Contractor for acts or omissions or any resulting damages caused by Facility customers.

3.4.6. Compliance with Laws. The Contractor warrants that it will comply with all applicable laws and implementing regulations related to the performance of contracted Services, including, without limitation the requirements of California Labor Code Section 1720 *et. seq.* requiring payment of prevailing wage rates on public works and maintenance, and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, and programs and other agencies with jurisdiction.

3.4.7. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.4.8. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.9. Assignment or Transfer. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

3.4.10. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.11. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.4.12. No Third-Party Beneficiaries. Except for customer rights to deposit Acceptable Waste in compliance this Agreement and all applicable laws, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.4.13. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.14. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of age, disability, equal pay, genetic information, national origin, race/color, religion, sex, religion, sexual orientation and gender identity or any other class protected from discrimination under state or federal law. Such non-discrimination shall include, without limitation, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.4.15. Authority to Enter Agreement. Each Party represents that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.16. Counterparts; Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be executed, and any executed copy deemed enforceable as to such signature, when executed by Electronic Signature and delivered by any means and verifiable digital/electronic signature that complies with the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), unless a handwritten

signature is required by law. “Electronic signature” for the purposes of this paragraph 19, shall have the meaning as stated in Section 1633.2(h) of the California Civil Code, or as may be amended.

3.4.17. Excused Performance. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including, but not limited to, riots, protests, civil disturbances or sabotage, changes in law, fires, floods, compliance with government requests, explosions, accidents, weather, lack of required natural resources, epidemics, action of any governmental authority or acts of God affecting either party hereto. In the event of any of the circumstances provided for in the preceding sentence, including, but not limited to, whether any federal, state or local court or governmental authority takes any action which would (I) close or restrict operations at Contractor’s facility, (ii) limit the quantity or prohibit the disposal of waste at Contractor’s facility, or (iii) limit the ability of or prohibit customers from delivering e-waste to Contractor’s Facility, Contractor shall have the right, at its option, to reduce, suspend or terminate the Services at Contractor’s Facility immediately, without prior notice and this Agreement and each Parties’ obligations, including payment obligations, shall be suspended for the duration of the excused performance.

3.4.18. Public Records Act Disclosure. The Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the IWMA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. The IWMA will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Contractor that the Contractor has reasonably designated in writing to the IWMA as a trade secret. The IWMA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Contractor if disclosure is deemed by the IWMA to be required by law or by court order.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT
AUTHORITY

COLD CANYON LANDFILL

Jan Marx, President

Name, Title

ATTEST

APPROVED AS TO FORM

Sasha del Giorgio, Clerk of the Board

AMMCG, Legal Counsel

DRAFT

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT
AUTHORITY

CHICAGO GRADE LANDFILL

Jan Marx, President

Name, Title

ATTEST

APPROVED AS TO FORM

Sasha del Giorgio, Clerk of the Board

AMMCG, Legal Counsel

DRAFT

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT
AUTHORITY

PASO ROBLES LANDFILL

Jan Marx, President

Name, Title

ATTEST

APPROVED AS TO FORM

Sasha del Giorgio, Clerk of the Board

AMMCG, Legal Counsel

DRAFT

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Consideration of Approval of Compensation Increase for Unrepresented Employees.

BACKGROUND:

The San Luis Obispo County Integrated Waste Management Authority employees are an unrepresented bargaining unit. Annually the staff meets with the Executive Director and presents any proposed modifications or changes to the compensation plan. This proposal is then presented to the Board for comments, questions, and consideration.

The policy states that each year an automatic cost-of-living increase will be discussed during the budget, and if approved, applied to all classes effective July 1st. This cost-of-living increase will be based upon the average of the Los Angeles and San Francisco U. S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers not seasonally adjusted taken from the 12-month percent change from the month of April. This year the cost-of living increase of 4% is based upon the average of the Los Angeles and San Francisco U. S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers not seasonally adjusted taken from the 12-month percent change from the month of April 2022 to April 2023.

Staff conducted a Salary Survey from a sample of our member jurisdictions to determine if this increase would be comparable with that of member agencies in the area.

Salary Increase Survey

	2021	2022	2023	
SLO County IWMA	0.00%	6.45%	4%*	10.45%
City of Arroyo Grande	3.50%	3.50%	3.50%	10.50%
City of Atascadero	5.00%	3.75%	3.50%	12.25%
City of Grover Beach	2.00%	3.00%	3.00%	8.00%
City of Morro Bay	5.00%	6.00%	4.00%	15.00%
City of El Paso de Robles	2.00%	2.00%	8.00%	12.00%
City of Pismo Beach	1.00%	4.00%	4.00%	9.00%
City of San Luis Obispo	3.00%	1.50%	3.00%	7.50%
Los Osos CSD	2.00%	5.25%	5.25%	12.50%
Oceano CSD	3.00%	3.00%	6.00%	12.00%
Average Increase				10.97%

* Proposed 4% Increase

Then staff completed a salary comparison of similar job functions. While there are no other agencies that perform the same function there are levels of similarity in the job classifications.

Comparable Agency Salary Schedules							
Staff Classification	Jurisdiction	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Senior Accountant	City of Paso Robles	\$ 34.21	\$ 36.32	\$ 38.53	\$ 40.91	\$ 43.42	N/A
Account II	County	\$ 33.40	\$ 35.07	\$ 36.82	\$ 38.66	\$ 40.59	\$ 42.62
Accountant	IWMA Current	\$ 33.55	\$ 35.23	\$ 36.99	\$ 38.84	\$ 40.78	N/A
Accountant	IWMA Proposed	\$ 34.89	\$ 36.64	\$ 38.47	\$ 40.39	\$ 42.41	N/A
City Clerk	City of Paso Robles	\$ 38.31	\$ 40.67	\$ 44.29	\$ 45.81	\$ 48.64	N/A
Admin Analyst I	County	\$ 32.31	\$ 33.93	\$ 35.63	\$ 37.41	\$ 39.29	\$ 41.24
Board Clerk	IWMA Current	\$ 33.64	\$ 35.32	\$ 37.09	\$ 38.94	\$ 40.89	N/A
Board Clerk	IWMA Proposed	\$ 34.99	\$ 36.73	\$ 38.57	\$ 40.50	\$ 42.53	N/A
Solid Waste Coordinator	City of Paso Robles	\$ 37.95	\$ 39.95	\$ 42.05	\$ 44.26	\$ 46.59	N/A
Solid Waste Coordinator	City of SLO	\$ 35.89	\$ 37.68	\$ 39.56	\$ 41.54	\$ 43.62	N/A
Program Coordinator	IWMA Current	\$ 30.50	\$ 32.02	\$ 33.62	\$ 35.31	\$ 37.07	N/A
Program Coordinator	IWMA Proposed	\$ 31.72	\$ 33.31	\$ 34.97	\$ 36.72	\$ 38.56	N/A
Program Analyst	City of Arroyo Grande	\$ 34.56	\$ 36.28	\$ 38.09	\$ 40.00	\$ 42.00	N/A
Admin Analyst II	County	\$ 38.01	\$ 33.92	\$ 41.91	\$ 44.01	\$ 46.51	\$ 48.52
Program Analyst	IWMA Current	\$ 36.15	\$ 37.96	\$ 39.86	\$ 39.31	\$ 43.94	N/A
Program Analyst	IWMA Proposed	\$ 37.60	\$ 39.48	\$ 41.45	\$ 43.52	\$ 45.70	N/A
Professional Manager II	City of Paso Robles	\$ 46.64	\$ 49.52	\$ 52.56	\$ 55.80	\$ 59.24	N/A
Program Manager II	County	\$ 38.01	\$ 39.91	\$ 41.91	\$ 44.01	\$ 46.21	\$ 48.52
Program Manager	IWMA Current	\$ 40.05	\$ 41.05	\$ 44.16	\$ 43.56	\$ 48.68	N/A
Program Manager	IWMA Proposed	\$ 41.65	\$ 43.73	\$ 45.92	\$ 48.22	\$ 50.63	N/A
Professional Manager III	City of Paso Robles	\$ 59.53	\$ 63.24	\$ 67.10	\$ 71.23	\$ 75.61	N/A
Deputy Director	County	\$ 68.13	\$ 71.54	\$ 75.12	\$ 78.88	\$ 82.82	\$ 86.96
Deputy Director	IWMA Current	\$ 58.05	\$ 60.95	\$ 64.00	\$ 67.20	\$ 70.59	N/A
Deputy Director	IWMA Proposed	\$ 60.37	\$ 63.39	\$ 66.56	\$ 69.89	\$ 73.38	N/A

Healthcare costs have increased over 12.5% over the past 2 years alone. The cafeteria plan for the IWMA staff has not been adjusted in at least the past 4 years. These increases in healthcare coverage are outpacing CPI. This year your staff is requesting a 10% increase in the contribution to the cafeteria plan to offset these increases in costs.

SDRMA Rates	Employee +1 *			Percent Increase		3-year Total
	2021	2022	2023	22 to 21	23 to 22	
Plan						
Gold	\$ 1,741.73	\$ 1,799.41	\$ 1,970.39	3.31%	9.50%	12.81%
Platinum	\$ 1,913.74	\$ 1,976.57	\$ 2,164.03	3.28%	9.48%	12.77%
Silver	\$ 1,255.57	\$ 1,296.77	\$ 1,420.37	3.28%	9.53%	12.81%
Current Contribution		\$ 1,500.00				
Proposed Contribution		\$ 1,650.00				

* As referenced in our Employee Handbook

Staff has prepared comparable information from comparable agencies to assist you in your evaluation.

RECOMMENDATION:

That your Board consider approval of a 4.0% cost-of-living increase for unrepresented employees, and 10% increase in the cafeteria plan contribution to keep pace with rising health insurance costs.

FISCAL IMPACT:

\$42,421.11

Budgeted FY 2023-2024 Salary and Benefits	\$1,048,952.00
Proposed FY 2023-2024 Salary and Benefits	\$1,032,778.15

ATTACHMENTS:

- A. Current Salary Schedule
- B. Proposed Salary Schedule
- C. Los Angeles and San Francisco U. S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers not seasonally adjusted
- D. Salary Survey Packet

E. SRDMA Insurance Rate Sheets

Attachment A

Current Salary Schedule

Factor	Executive Director	Deputy Director-8980	Program Manager-615	Management Analyst-2054	Program Coordinator-610	Clerk of the board300227	Accountant-906	Total/ year
Salary / Hourly	Salary	Salary	Salary	Hourly	Hourly	Hourly	Hourly	
Management (Y/N)	Y	Y	Y	N	N	N	N	
# of Positions Approved by Board	1	1	1	1	1	1	1	
Base Compensation	155,000.00	120,744.00	83,307.77	36.15	30.50	33.64	33.55	
Step Assumed for Budget	A	C	C	B	N/A	C	D	
Annual Cost at A	155,000.00	120,744.00	83,307.77	75,192.87	63,435.68	69,967.46	69,790.32	
Annual Cost at B	155,000.00	126,781.20	87,473.15	78,952.52	66,607.46	73,465.83	73,279.84	
Annual Cost at C	155,000.00	133,120.26	91,846.80	82,900.14	69,937.83	77,139.12	76,943.84	
Annual Cost at D	155,000.00	139,776.27	96,439.14	87,045.15	73,434.72	80,996.08	80,791.03	
Annual Cost at E	155,000.00	146,765.09	101,261.10	91,397.41	77,106.46	85,045.88	84,830.59	
Annual Pay - Budgeted Assumption	\$ 155,000.00	\$ 133,120.26	\$ 91,846.80	\$ 78,952.52	#N/A	\$ 77,139.12	\$ 80,791.03	\$ 616,849.73
Total Insurance Benefit	\$ 19,168.20	\$ 19,012.32	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00	\$ 19,012.32	\$ 18,500.00	\$ 112,692.84
Total Reimbursement Benefits	\$ 1,080.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 3,480.00
Total Retirement	\$ 47,871.50	\$ 39,910.79	\$ 31,024.62	\$ 28,248.48	#N/A	\$ 27,858.05	\$ 28,644.31	\$ 203,557.75
Social Security Wages	160,200.00	169,500.00	133,120.26	91,846.80	78,952.52	77,139.12	80,791.03	631,349.73
Medicare Wages Addition >200K	0.90%	-	-	-	-	-	-	-
Total Tax	\$ 12,894.15	\$ 10,687.70	\$ 7,530.28	\$ 6,543.87	#N/A	\$ 6,405.14	\$ 6,684.51	\$ 50,745.65
TOTAL Salary and Benefits	\$ 236,778.00	\$ 203,867.35	\$ 149,834.50	\$ 133,114.10	#N/A	\$ 131,274.93	\$ 135,498.15	\$ 990,367.04
# of Hours/ year	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	

Attachment B

Proposed Salary Schedule

Factor	Executive Director	Deputy Director-8980	Program Manager-615	Management Analyst-2054	Program Coordinator-610	Clerk of the board300227	Accountant-906	Total/ year
Salary / Hourly	Salary	Salary	Salary	Hourly	Hourly	Hourly	Hourly	
Management (Y/N)	Y	Y	Y	N	N	N	N	
# of Positions Approved by Board	1	1	1	1	1	1	1	
Base Compensation	155,000.00	120,744.00	83,307.77	36.15	30.50	33.64	33.55	
Step Assumed for Budget	A	C	C	B	N/A	C	D	
Annual Cost at A	161,200.00	125,573.76	86,640.08	78,200.59	65,973.11	72,766.15	72,581.94	
Annual Cost at B	161,200.00	131,852.45	90,972.08	82,110.62	69,271.76	76,404.46	76,211.03	
Annual Cost at C	161,200.00	138,445.07	95,520.68	86,216.15	72,735.34	80,224.69	80,021.59	
Annual Cost at D	161,200.00	145,367.32	100,296.71	90,526.96	76,372.11	84,235.92	84,022.67	
Annual Cost at E	161,200.00	152,635.69	105,311.55	95,053.30	80,190.71	88,447.72	88,223.81	
Annual Pay - Budgeted Assumption	\$ 161,200.00	\$ 138,445.07	\$ 95,520.68	\$ 82,110.62	#N/A	\$ 80,224.69	\$ 84,022.67	\$ 641,523.72
	\$1,650 10% Increase							\$ -
Total Insurance Benefit	\$ 20,968.20	\$ 20,812.32	\$ 20,300.00	\$ 20,300.00	\$ -	\$ 20,812.32	\$ 20,300.00	\$ 123,492.84
Total Reimbursement Benefits	\$ 1,080.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ -	\$ 480.00	\$ 480.00	\$ 3,480.00
Total Retirement	\$ 49,206.36	\$ 41,057.22	\$ 31,815.60	\$ 28,928.42	#N/A	\$ 28,522.37	\$ 29,340.08	\$ 208,870.06
Social Security Wages	160,200.00	175,700.00	138,445.07	95,520.68	82,110.62	#N/A	80,224.69	84,022.67
Medicare Wages Addition >200K	0.90%	\$ -	\$ -	\$ -	\$ -	#N/A	\$ -	\$ -
Total Tax	\$ 12,984.05	\$ 11,095.05	\$ 7,811.33	\$ 6,785.46	#N/A	\$ 6,641.19	\$ 6,931.73	\$ 52,248.81
TOTAL Salary and Benefits	\$ 246,233.33	\$ 212,572.20	\$ 156,398.53	\$ 139,009.30	#N/A	\$ 137,076.08	\$ 141,488.72	\$ 1,032,778.15
# of Hours/ year	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00	2,080.00
Vacation	80	160	80	80	80	80	80	80
Sick Leave	96	96	96	96	96	96	96	96
Holiday	96	96	96	96	96	96	96	96
Admin Leave	40	40	40	40	40	40	40	40
Personal Leave	8	8	8	8	8	8	8	8
Paid Time Off Total	400	320	320	320	320	320	320	320
Working Hours	1,680	1,760	1,760	1,760	1,760	1,760	1,760	1,760
Weighted Labor Rate	\$ 146.57	\$ 120.78	\$ 88.86	\$ 78.98	#N/A	\$ 77.88	\$ 80.39	
Assuming all labor is billable	183.21	150.97	111.08	98.73	#N/A	97.36	100.49	
	1.53	1.54	1.64	1.69	#N/A	1.71	1.68	
	1.89	1.81	1.94	2.00	#N/A	2.02	1.99	
	2.36							

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.7	3.2	0.8	3.1	0.2	0.9	1.1	7.5	1.9	5.8
February	0.1	2.5	0.3	3.4	0.4	1.0	0.3	7.4	-0.3	5.1
March	0.6	2.7	0.7	1.9	0.5	2.2	1.5	8.5	0.1	3.7
April	1.0	3.3	-0.3	0.7	1.1	3.6	0.5	7.9	0.7	3.8
May	0.2	3.1	0.4	0.9	0.6	3.9	0.8	8.0		
June	0.0	3.3	0.5	1.4	0.6	4.0	1.1	8.6		
July	0.1	3.3	0.6	1.9	0.6	3.9	-0.2	7.7		
August	0.0	3.0	0.1	2.0	0.2	4.0	0.1	7.6		
September	0.5	3.0	-0.3	1.2	0.3	4.6	0.5	7.8		
October	0.7	3.2	0.2	0.7	0.9	5.4	0.6	7.5		
November	-0.3	3.2	0.1	1.0	0.6	6.0	-0.8	6.0		
December	-0.6	3.0	-0.2	1.5	0.4	6.6	-0.6	4.9		

The May 2023 Consumer Price Index for the Los Angeles area is scheduled to be released on June 13, 2023.

Attachment C

Table A. San Francisco-Oakland-Hayward, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	0.5	3.5	0.9	2.9	0.5	1.6	1.4	5.2	1.8	5.3
April	1.2	4.0	-0.5	1.1	1.7	3.8	1.5	5.0	0.4	4.2
June	0.2	3.2	0.7	1.6	0.0	3.2	1.7	6.8		
August	0.1	2.7	0.0	1.6	0.5	3.7	-0.5	5.7		
October	1.0	3.0	0.5	1.1	0.7	3.8	1.0	6.0		
December	-0.5	2.5	0.4	2.0	0.8	4.2	-0.3	4.9		

Jurisdiction	COLA 21/22	COLA 22/23	COLA 23/24	COLA 24/25	HEALTH 21/22 EE+Family	HEALTH 22/23 EE+Family	HEALTH 23/24 EE+Family	DENTAL/VISION	23/24 TOTAL MED/DEN/VIS BENEFIT	BEREAVEMENT PAY/ FAMILY LEAVE	ADMIN PAY	NOTES
Cities												All districts participate in Cal PERS Health, Dental, Vision
(Confidential/ Non-Represented BU)												
Arroyo Grande	3.5%	3.5%	3.5%		\$ 1,798.98	\$ 1,942.90	\$ 2,098.33	\$ 181.69	\$ 2,280.02	40 Hours	0	City pays EE+Fam for Dental Vision
Atascadero	5.0%	3.75%	3.5%		\$ 2,035.57	\$ 2,035.57	\$ 2,035.57	To be paid by Coverage Cap	\$ 2,035.57	24 Hours	0	2021 COLA increased- see Side Letter. 50% medical increase based upon HMO rate.
Grover Beach	2%, plus \$1,000 lump sum	3%	3%		\$ 1,011.20	\$ 1,011.20	\$ 1,011.20	To be paid by Coverage Cap	\$ 1,011.20	0	88 Hours	
Morro Bay	5%, plus \$1,000 lump	6%	4%		\$ 1,460.00	\$ 1,589.00	\$ 1,589.00	\$ 178.64	\$ 1,767.64	24 (In state Death-40 Hours, Out of State Death)	72 Hours	
Paso Robles	2%	2%	8%	See MOU	\$ 1,768.69	\$ 1,768.69	\$ 1,768.69	\$88.13/Mo Dental, \$25.40/Mo Vision	1882.22	40 (In state Death-64 Hours, Out of State Death)	24 Hours "Emergency", 56 Hours Admin	Health Benefit increases based upon the lowest priced increased Cal PERS PPO.
Pismo Beach	1%	4%	4%	3%	\$ 2,103.93	\$ 2,103.93	\$ 2,103.93	To be paid by Coverage Cap	\$ 2,103.93	40 Hours	56 Hours	
San Luis Obispo	3%	1.5%	3%	3%	\$ 1,588.00	\$ 1,607.00	\$ 1,607.00	To be paid by Coverage Cap	\$ 1,607.00	0	12 Hours	Health Benefits increased based upon 50% of increased Cal PERS premiums.
CSD's												All districts participate in Cal PERS Health, Dental, Vision
Los Osos	2%	5.25%	5.25%	Unknown	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	50/50 Split with ER	\$ 1,090.85	40 Hours	0	Health Benefits increased based upon 50% of increased Cal PERS premiums.
Oceano	3%	3%	6%	CPI	\$2,000	\$ 2,000.00	\$ 2,200.00	To be paid by Coverage Cap	\$ 2,200.00	24 (In state Death-40 Hours, Out of State Death)		
County												
(Confidential/ Non-Represented BU)	Unknown	3.0%	2.5%	2.5%	\$ 1,340.00	\$ 1,475.00	\$ 1,550.00	To be paid by Coverage Cap	\$ 1,550.00	None	40 Hours	*2023- All salary steps received a 3% wage increase in addition to COLA

2023 Salary Survey Table of Contents

Cities

Arroyo Grande

COLA.....	1
Medical/Dental/Vision Benefits.....	4
Bereavement Leave.....	5

Atascadero

COLA.....	6-9
Medical/Dental/Vision Benefits.....	10
Bereavement Leave.....	11

Grover Beach

COLA.....	12
Medical/Dental/Vision Benefits.....	13

Morro Bay

COLA.....	14-17
Medical/Dental/Vision Benefits.....	18-20
Bereavement Leave.....	21
Administrative Leave.....	22

Paso Robles

COLA.....	23-24
Medical/Dental/Vision Benefits.....	25-26
Bereavement Leave.....	27
Administrative Leave.....	28

Pismo Beach

COLA.....	29-31
Medical/Dental/Vision Benefits.....	32
Bereavement Leave.....	33
Administrative Leave.....	34

San Luis Obispo

COLA.....	35-37
Medical/Dental/Vision Benefits.....	38-40
Administrative Leave.....	41

CSD's

Los Osos

COLA.....	42
Medical/Dental/Vision Benefits.....	43

Oceano	
COLA.....	44
Medical/Dental/Vision Benefits.....	45-47
Bereavement Leave.....	48
County	
San Luis Obispo	
COLA.....	49-50
Medical/Dental/Vision Benefits.....	50
Cal PERS.....	51
Available Plans and Coverage.....	52-57
Medical Premiums.....	58
Dental Premiums.....	59
Vision Premiums.....	60

ARTICLE 8. WAGES / INCREASES (continued)

The City and the S.E.I.U. agree that all position classifications represented by the Union in this Article shall receive salaries as represented in Exhibits "A - C" for the period of July 1, 2021 through June 30, 2024.

A. FISCAL YEAR 2021/2022

The salaries contained in Exhibit "A" shall reflect a 3.5% salary increase effective July 9, 2021.

B. FISCAL YEAR 2022/2023

For FY 2022/2023 salaries contained in Exhibit "B" shall reflect a 3.5% salary increase effective the first day of the first full pay period after July 1, 2022.

C. FISCAL YEAR 2023/2024

For FY 2023/2024 salaries contained in Exhibit "C" shall reflect a 3.5% salary increase effective the first day of the first full pay period after July 1, 2023.

8.1 Advancement in Salary

The salary range as set forth for each classification is divided into five (5) steps that shall be interpreted and applied as outlined in this Article. Salary step increases as provided herein are not automatic but based on performance and merit. Employees shall be placed on the step and qualify for increase in compensation for advancement to the next higher step of the pay ranges in the manner following:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment, after completion of the probationary period. The adjustment shall be made only if granted by the Department Director and subject to the approval of the City Manager or his/her designee.
- C. The third step shall be granted to an employee who has proven fully qualified in a given classification for one (1) full additional year from granting of previous step increase only if granted by the Department Director and subject to the approval of the City Manager or his/her designee.
- D. The fourth step shall be granted to an employee who has proven above average in a given classification for one (1) full additional year by the Department Director and with the approval of the City Manager or his/her designee.

ARTICLE 11. INSURANCE

11.1 Medical Insurance Benefits

- A. The base medical plan shall be defined as the lowest cost Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the City by the existing medical plan provider.

- C. The City will maintain health benefits through CalPERS through calendar year 2024.

11.2 Cafeteria Plan

- A. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis. This amount shall be adjusted on an annual basis as the PEMHCA minimum contribution increases.

- B. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental and vision under the City's Cafeteria Plan. For the period of July 1, 2021 through November 30, 2021, the monthly flex dollar allowance shall be \$741.44 with respect to an employee enrolled for self alone, \$1,396.54 for an employee enrolled for self and one family member, and \$1,798.98 for any employee enrolled for self and two or more qualified dependents.

- C. Effective December 2021, for the January 2022 premium, the City's total Cafeteria Plan contribution for the plan shall be enhanced by an amount equal to one-half of the increase for the lowest cost HMO plan offered by PERS, up to a maximum of 8% increase in the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.

- D. Effective December 2022, for the January 2023 premium, the City's total Cafeteria Plan contribution for the plan shall be enhanced by an amount equal to one-half of the increase for the lowest cost HMO plan offered by PERS, up to a maximum of 8% increase in the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.

- E. Effective December 2023, for the January 2024 premium, the City's total Cafeteria Plan contribution for the plan shall be enhanced by an amount equal to one-half of the increase for the lowest cost HMO

ARTICLE 11. MEDICAL INSURANCE (continued)

plan offered by PERS, up to a maximum of 8% increase in the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.

- F. Employees who waive medical coverage because he/she provided the City with written proof that medical insurance coverage is in force through coverage provided by another source consistent with any rules or restrictions on the City by the medical plan provider can take flex dollars for the amount provided to employees enrolled for self alone, deposit it into their 457 plan or use it to purchase voluntary products. No remaining flex dollars may be redeemed. The Parties agree that this section shall not create any liability for additional overtime compensation under the recent Flores vs. City of San Gabriel ("Flores") 9th circuit decision. The Parties agree to modify this section if any potential Flores liability is identified.
- G. The City shall retain any remaining cafeteria flex dollars that are in excess of what the employee has used for coverage for themselves and their eligible dependents.

11.3 Vision Insurance

The City shall provide a Vision Care Plan for bargaining unit members. The City shall contribute up to the full family premium. The City may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the Union.

11.4 Life Insurance Plan

- A. City shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for forty thousand dollars (\$40,000) life coverage plus accidental death for employees only during the term of their employment.
- B. The City shall make available additional voluntary life insurance coverage, at the employee's expense, as long as the minimum participation requirements of the insurance provider are met.

11.5 State Disability Insurance

The City shall provide and pay the premiums for State Disability Insurance, integrated with sick leave. Effective January 1, 2004, the City will pay the premiums for the new Family Temporary Disability Insurance. Should there be any future rate

11.5 State Disability Insurance (continued)

increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after January 1, 2004, the City and SEIU Local 620 agree to meet and confer to discuss responsibility for payment of such increases.

11.6 Dental Insurance Plan

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City shall pay up to the full family premium. The City may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the Union.

ARTICLE 12. HOLIDAY LEAVE

The following days shall be paid holidays for employees:

- a. Independence Day
- b. Labor Day
- c. Veterans' Day
- d. Thanksgiving Day
- e. Day following Thanksgiving
- f. Christmas Eve
- g. Christmas Day
- h. New Year's Eve
- i. New Year's Day
- j. Martin Luther King Day
- k. Lincoln's Birthday
- l. President's Day
- m. Memorial Day
- n. One day of Employee choice with Supervisor approval (Floating Holiday)
- o. Every day designated by the President, Governor, or Mayor for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war.

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Department Director.

ARTICLE 14. SICK LEAVE (continued)

transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Manager for final approval. The requesting employee must indicate how many hours they will need for their leave. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable. Under no circumstances may the requesting employee receive more donated hours in their sick bank than actually used for their leave.

ARTICLE 15. LEAVES OF ABSENCE

15.1 Bereavement Leave

Permanent full-time employees shall be granted leave by their Department Director whenever the affected employee has experienced a death in the immediate family, defined as the spouse, the employee's or employee's spouse's father, mother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, "step" relatives as described above, aunt or uncle, or any other person residing in the same household where attendance to the funeral is necessary.

Such absence by the employee shall be limited to five (5) working days per occurrence of paid leave. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss.

In order to receive this benefit, domestic partners must be registered with the Secretary of State.

15.2 Family Leave

- A. An employee may take an unlimited amount of sick leave if required to be away from the job to personally care for a member of his/her immediate family, as defined in Article 15.1, Bereavement Leave, subject to approval of the supervisor and verification of need.
- B. Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:
 - 1. Up to twelve weeks (60 workdays) unpaid leave in a twelve (12) month period. Intermittent leave is allowed.

Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.

SECTION 3.3 CALLBACK PAY

Employees who are called to duty at a time they are not working, and not on standby duty, shall be compensated a minimum compensation of two (2) hours at time and one-half rate of pay.

SECTION 3.4 STANDBY TIME

- a. Employees assigned standby duty shall receive Forty-five dollars (\$45.00) for each day of standby duty.
- b. Call-out While on Stand-by

Employees who are called to duty at a time they are not working shall be compensated a minimum of one hour and twenty minutes at time and one-half pay. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for all hours worked.

SECTION 3.5 PATCHING/PAVING WORK

The City shall make a reasonable attempt to schedule patching work during days/times when temperatures are not expected to exceed 100 degrees. It is mutually understood that employees working with paving contractors must adhere to the contractors' work schedules.

ARTICLE IV - PAY PROVISIONS

SECTION 4.1 SALARY

This three (3) year agreement shall provide salary increases according to the following formula and schedule:

Year 1- Effective July 1, 2021 all employees covered under this MOU shall receive a 4.5% (four point five percent) salary increase. The following monthly salaries are effective July 1, 2021:

Side Letter of Agreement

City of Atascadero

And

Local 620 Service Employees International Union Atascadero Chapter

September 28, 2021

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), and Sections 1.4.b and 6.2 of the Memorandum of Understanding ("MOU") between the City of Atascadero ("City") and the Local 620 Service Employees International Union Atascadero Chapter ("Union") effective July 1, 2014 through June 30, 2016 ("MOU"), this Side Letter of Agreement ("Side Letter Agreement") is entered into on September 28, 2021, between the City and the Union as an amendment to the MOU. The Union and the City are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The City and Union have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

SECTION 4.1 SALARY shall be amended as follows:

Year 1- Effective July 1, 2021 all employees covered under this MOU shall receive a 4.55.0% (four five point five zero percent) salary increase. ~~The following monthly salaries are effective July 1, 2021:~~

Year 2 - Effective July 1, 2022, all positions covered under this MOU shall receive a 3.75% (three point seven five percent) salary increase. The following monthly salaries become effective July 1, 2022:

MONTHLY SALARY
Effective July 1, 2022

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Administrative Assistant	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Administrative Support Assistant	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Assistant Planner	5,039.13	5,291.09	5,555.64	5,833.42	6,125.09
Associate Planner	5,833.42	6,125.09	6,431.34	6,752.91	7,090.56
Building Inspector I	4,799.17	5,039.13	5,291.09	5,555.64	5,833.42
Building Inspector II	5,291.09	5,555.64	5,833.42	6,125.09	6,431.34
Building Maintenance Specialist	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Finance Technician	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Inspector	4,799.17	5,039.13	5,291.09	5,555.64	5,833.42
Lead Zookeeper	4,044.60	4,246.83	4,459.17	4,682.13	4,916.24
Maintenance Worker I	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70
Maintenance Worker II	3,852.00	4,044.60	4,246.83	4,459.17	4,682.13
Office Assistant II	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70
Office Assistant III	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Public Works Inspector	5,039.13	5,291.09	5,555.64	5,833.42	6,125.09
Recreation Coordinator	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Building Maintenance Specialist	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Maintenance Worker	4,352.99	4,570.64	4,799.17	5,039.13	5,291.09
Senior Planner	6,431.34	6,752.91	7,090.56	7,445.09	7,817.34
Senior Technical Support Specialist	5,291.09	5,555.64	5,833.42	6,125.09	6,431.34
Systems Administrator III	6,431.34	6,752.91	7,090.56	7,445.09	7,817.34
Technical Support Specialist II	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
Website and Social Media Technician	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
WWTP Operator I	4,145.70	4,352.99	4,570.64	4,799.17	5,039.13
WWTP Operator II	4,570.64	4,799.17	5,039.13	5,291.09	5,555.64
WWTP Operator in Training	3,668.57	3,852.00	4,044.60	4,246.83	4,459.17
Zoo Education Curator	3,493.88	3,668.57	3,852.00	4,044.60	4,246.83
Zookeeper I	3,410.69	3,581.22	3,760.28	3,948.29	4,145.70

Year 3 - Effective July 1, 2023, all positions covered under this MOU shall receive a 3.5% (three point five percent) salary increase. The following monthly salaries become effective July 1, 2023:

MONTHLY SALARY
Effective July 1, 2023

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Account Clerk II	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Administrative Assistant	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Administrative Support Assistant	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Assistant Planner	5,215.53	5,476.31	5,750.13	6,037.64	6,339.52
Associate Planner	6,037.64	6,339.52	6,656.50	6,989.33	7,338.80
Building Inspector I	4,967.17	5,215.53	5,476.31	5,750.13	6,037.64
Building Inspector II	5,476.31	5,750.13	6,037.64	6,339.52	6,656.50
Building Maintenance Specialist	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Finance Technician	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Inspector	4,967.17	5,215.53	5,476.31	5,750.13	6,037.64
Lead Zookeeper	4,186.17	4,395.48	4,615.25	4,846.01	5,088.31
Maintenance Worker I	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83
Maintenance Worker II	3,986.83	4,186.17	4,395.48	4,615.25	4,846.01
Office Assistant II	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83
Office Assistant III	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Public Works Inspector	5,215.53	5,476.31	5,750.13	6,037.64	6,339.52
Recreation Coordinator	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Building Maintenance Specialist	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Maintenance Worker	4,505.37	4,730.64	4,967.17	5,215.53	5,476.31
Senior Planner	6,656.50	6,989.33	7,338.80	7,705.74	8,091.03
Senior Technical Support Specialist	5,476.31	5,750.13	6,037.64	6,339.52	6,656.50
Systems Administrator III	6,656.50	6,989.33	7,338.80	7,705.74	8,091.03
Technical Support Specialist II	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
Website and Social Media Technician	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
WWTP Operator I	4,290.83	4,505.37	4,730.64	4,967.17	5,215.53
WWTP Operator II	4,730.64	4,967.17	5,215.53	5,476.31	5,750.13
WWTP Operator in Training	3,796.98	3,986.83	4,186.17	4,395.48	4,615.25
Zoo Education Curator	3,616.17	3,796.98	3,986.83	4,186.17	4,395.48
Zookeeper I	3,530.07	3,706.57	3,891.90	4,086.50	4,290.83

- a. Movement between steps shall be at twelve-month intervals and subject to satisfactory performance. The initial step movement after hiring, however, shall be after twelve months or after completion of probation, whichever occurs later. Employees may receive step increases at a period of less than twelve (12) months upon recommendation of the department head and approval of the City Manager.

ARTICLE V - HEALTH AND WELFARE

SECTION 5.1 HEALTH INSURANCE COVERAGE

a. For unit members who elect to have "Family" coverage, the City shall pay an amount not to exceed \$2,035.57 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.

b. For unit members who elect to have "Employee +1" coverage, the City shall pay an amount not to exceed \$1,513.88 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.

c. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed \$1,076.83 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

For unit members who elect to have "Employee Only" coverage, available funds remaining from the City's contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$240.56 per month.

d. The City shall provide term life insurance coverage for each employee in a total amount of fifty thousand (\$50,000).

e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand (\$1,000) dollars per dependent during the term of this agreement.

f. The Medical Insurance Committee shall be comprised of one representative from each of the bargaining units (as designated by the bargaining unit) and one from the City. The Committee shall regularly review the health plan and study health insurance issues including, but not limited to, Health Maintenance Organizations (HMO's), cost containment, etc., and make recommendations to the City Manager.

g. Flexible Benefits Plan. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee to on a voluntary basis, cover additional out of pocket premium expenses for insurance through pretax payroll dollars.

SECTION 4.6 HOLIDAYS

The City shall recognize the following days as official City holidays.

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	January 1
Martin Luther King, Jr. Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
"Floating" Holiday	Off As Scheduled; Accrues January 1

- a. Each unit member employed by the City as of January 1st of each year shall be eligible for one floating holiday (8 hours). Floating holidays must have prior department approval and shall be consistent with the efficient operation of the department. The floating holiday may be used between January 1 and December 31 of each year.
- b. All employees who are covered under this contract and are required by their supervisor to work on a City holiday shall be paid time and one-half 1½ their base hourly rate for the hours worked on the holiday, plus compensation for the holiday.

SECTION 4.7 BEREAVEMENT LEAVE

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

**Management & Confidential
Employee Compensation & Benefits
July 1, 2021 to June 30, 2024**

COLA

Cost of living increase of 2% on July 1, 2021, 3% on July 1, 2022 and 3% on July 1, 2023. A one-time lump sum payment of \$1000 will be issued to each member with ratification of this agreement.

Salary

Salaries have been established by range as shown in attached salary schedule.

Regular Pay

Base Pay plus Incentive Pay. Shall not include Standby Pay, Call-Out Pay, or Overtime Pay.

Management Incentive Pay

Effective with this agreement, 5% Management Incentive Pay will be incorporated into salary steps and removed as an incentive.

Education Incentive

Education incentive pay is provided for certificates or degrees over and above what is required for the position with approval from the City Manager. 2.5% for a Master’s Degree. In no instance shall Education Incentive pay exceed 2.5%.

Education Reimbursement Program

Up to \$2000 in educational expenses is available per fiscal year upon satisfactory completion of pre-approved college-level classes with a grade of “C” or better.

Uniform

Any employee required to wear uniforms will be provided with them. The cost of required safety equipment such as steel-toed boots and safety glasses is reimbursable.

Administrative Leave

Exempt employees receive 88 hours of Administrative Leave in January of each year. If hired during the year, the leave shall be pro-rated. Administrative Leave may be used at the discretion of the employee with the approval of the Department Director. Any unused balance existing at the end of the calendar year will be permitted to be carried over into the next calendar year.

Vacation

0 – 1 year of service	10 days per year	38 days of maximum accumulation
1 – 2 years of service	11 days per year	38 days of maximum accumulation
2 – 3 years of service	12 days per year	38 days of maximum accumulation
3 – 4 years of service	13 days per year	38 days of maximum accumulation
4 – 5 years of service	14 days per year	38 days of maximum accumulation
5 – 7 years of service	15 days per year	43 days of maximum accumulation
7 – 9 years of service	16 days per year	43 days of maximum accumulation
10 or more years of service	20 days per year	79 days of maximum accumulation

An employee may exchange vacation leave hours for cash. Upon request, the City shall buy back vacation leave hours accumulated in excess of sixty percent (60%) of the Employee’s maximum authorized accrual.

Group Insurance

City pays the employee's portion of medical, vision, and dental insurance costs for health insurance plans offered by the City up to a maximum of \$637.54. The City shall pay for group life insurance coverage (\$100,000 policy for employee + 5,000 for eligible spouse and \$2,000 per eligible child) for employees, and contributes towards dependent health insurance coverage for family members only in the following amounts:

Employee + 1 Dependent:	\$ 601.85
Employee + Full Family:	\$1,011.20

The City provides the benefits of the Public Employees Medical and Hospital Care Act (PEMHCA) to all eligible employees at a contribution level equivalent to the cost of the PERS Select PPO plan for medical coverage. Employee Only coverage will be paid at the PERS Select PPO rate.

The City's payment amount will include the amount set forth in the CalPERS Health Care Resolution. If an employee elects to upgrade to a different plan, the employee will pay the difference (via payroll deduction) between the plan and the PERS Select PPO. The City will continue to contribute on a monthly basis up to the maximum of the amounts shown above toward the cost of dependent care coverage for health insurance.

Cafeteria Plan

In accordance with IRS Code Section 125, active employees participating in the City's full flex cafeteria plan receive a monthly flex dollar allowance to purchase benefits. The allowance is listed above under group insurance.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits such as medical, dental, and vision insurance coverage, or any other benefits the City may offer from time to time, or may be converted to taxable income as listed below:

If an employee has health, dental and vision insurance coverage through a spouse, dependent, or a former employer and provides proof of other coverage to the Human Resources Department, the employee may elect to waive the City's health insurance coverage and elect to use flex dollars, equal to \$500.00 per month which when elected is taxable income.

Employee Assistance Program

The City shall pay the Employee Assistance Program premium with a minimum of three clinical consultations per incident.

Deferred Compensation

The City will contribute up to \$165 per month maximum for employees who participate in one of two existing deferred compensation plans, matched on a dollar-for-dollar basis.

Long-Term Disability

City paid premium.

Short-Term Disability

Employee paid California State Disability Insurance (SDI) as a payroll deduction.

15.4	Health Benefits Re-Opener	The parties agree herewith to re-open discussion with respect to this ARTICLE, for any changes to the 2019 and 2020 health rates.	The parties agree herewith to re-open discussion with respect to this ARTICLE, for any changes to the 2022 health rates.
17.3	Safety Shoes	Effective July 1, 2016, employees required to wear steel-toed safety shoes and Harbor Patrol Officers required to wear approved footwear in the performance of their duties, shall be eligible to receive an annual reimbursement, for the provision of said shoes, in the amount of \$200 per fiscal year. Harbor Patrol Officers shall be required to wear 6" black leather boots or water/safety-specific shoes as approved within the sole discretion of the Harbor Director. Proof of purchase of shoes and boots are required. Once purchased, such appropriate footwear must be worn only while working.	Effective July 1, 2021, employees required to wear steel-toed safety shoes and Harbor Patrol Officers required to wear approved footwear in the performance of their duties, shall be eligible to receive an annual reimbursement, for the provision of said shoes, in the amount of \$250 per fiscal year. Harbor Patrol Officers shall be required to wear 6" black leather boots or water/safety-specific shoes as approved within the sole discretion of the Harbor Director. Proof of purchase of shoes and boots are required. Once purchased, such appropriate footwear must be worn only while working.
18.1	Salaries	Effective retroactive to the pay period including July 1, 2016 for those employees still employed by the CITY upon City Council adoption of this MOU, the CITY shall provide a Cost of Living Adjustment (COLA) increase to base salaries for all UNIT classifications by 2.00% (see Exhibit A updated salary table).	<p>FY 2020-21 No COLA or base salary increase other than merit increases. (See Exhibit A Salary Table for rates effective January 1, 2021.</p> <p>FY 2021-22 COLA Effective the pay period including July 1, 2021, the CITY shall provide a 5% Cost of Living Adjustment (COLA) increase to base salaries for all UNIT classifications (see Exhibit B salary table).</p>

		<p>In recognition of the financial and overall sacrifices made during the COVID-19 health emergency, contingent upon satisfaction of the following financial terms and conditions, the CITY proposes to also provide a non-PERSable one-time lump sum equal to \$1,000 to all UNIT members employed with the CITY during the period May 2, 2020 through December 31, 2020 (duration of the financial concessions by SEIU) and who is still employed when the lump-sum payments are issued by the CITY (anticipated to be around October 1, 2021):</p> <p>A. Total of three major General Fund Revenues (Property Tax, Sales Tax and Transient Occupancy Tax) meet or exceed the combined Fiscal Year 2020/21 forecasted amount of \$7,757,301 adopted by Council on June 23, 2020. This figure shall be based on current tax rates (currently 1% Property Tax, 1.0% CITY Sales Tax, 10% TOT). In the event of increased tax rates, such increased rates would not count towards increased revenue receipts for this purpose. Sales tax shall exclude any consideration of Measure Q, Measure E and Cannabis Tax that that is collected at any time during Fiscal Year 2020-21.</p> <p>B. The CITY does not become responsible for any state / federally imposed unfunded mandates from any external source(s) that require significant unplanned/un-forecasted General</p>
--	--	--

Effective July 1, 2022, all employees receive the following contribution toward the purchase of Life, Vision and Dental insurances:

	<u>Life</u>	<u>Vision</u>	<u>Dental</u>	<u>Total</u>	<u>Bank</u>	<u>EE Pays</u>
Employee only	\$8.70	\$8.29	\$57.81	\$74.80	\$71.87	\$ 2.93
Employee + 1	\$8.70	\$15.58	\$159.98	\$184.26	\$172.51	\$11.75
Employee + 2+	\$8.70	\$22.17	\$159.98	\$190.85	\$178.64	\$12.21

City will pay the remaining premium for life, vision and dental.

For retired employees, City contributes the required CalPERS monthly contribution towards CalPERS health plans, as selected by retiree.

J. DEFERRED COMPENSATION PROGRAM

Confidential employees receive a matching contribution up to \$1,500, per calendar year, paid to employee's deferred compensation plan, or approved retiree medical savings plan. City matching contributions are paid on a 2:1 basis (e.g., employee contributes \$2, City matches \$1).

K. EDUCATION INCENTIVE

City will reimburse its confidential employees for costs associated with job-related and job-required certifications, correspondence courses, and/or licenses (except Class III driver's license), upon successful completion of the examination or course by the employee. Written authorization, from the employee's Department Director, is required in advance. Reimbursement includes application fees, examination fees, and certificate fees. Renewal fees may be paid in advance by City. This provision does not apply to continuing education requirements.

City will provide a City vehicle, when available, for required transportation, and will permit paid time for employee to take examinations, scheduled during normal working hours. If no City vehicle is available, employee may take their personal vehicle; however, no mileage payments are authorized of the use of personal transportation. Time spent, outside normal working hours, shall not be compensated.

L. COLLEGE DEGREES

Confidential employees, hired on or after January 1, 1998, shall not be eligible for this incentive.

For confidential employees, hired prior to January 1, 1998, City will pay the following education incentives, on base salary, for an Associate of Arts ("AA") or Bachelor's degree, unless the employee's job description requires an AA or Bachelor's degree, or the employee is promoted to a position requiring an AA or Bachelor's degree:

1. AA degree = \$600 annually
2. Bachelor's Degree = \$1,200 annually

M. COMPENSATION ADJUSTMENTS

Annual Cost of Living Adjustments (COLA) and/or equity adjustments may be given to confidential employees, as recommended by the City Manager and approved by the City Council; though neither is guaranteed.

1. For fiscal year 2022/23, City will provide a six percent (6%) COLA base salary increase to

Resolution No. 54-22 - Page 8 of 10

the confidential employees' salary ranges as reflected in Attachment A hereto, effective with the pay period containing July 1, 2022.

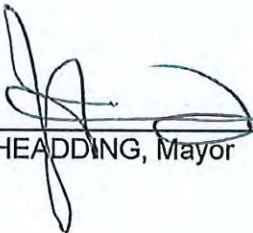
For fiscal year 2023/24, the CITY will provide a four percent (4%) COLA base salary increase to the confidential employees' salary ranges as reflected in Attachment B hereto, effective with the pay period containing July 1, 2023, contingent upon the cost sharing as described in Section H being approved and implemented.

N. SPECIAL PAY

Confidential employees, who are required by their supervisor to attend meetings, outside the normal work schedule, for the purpose of taking minutes of said meetings, shall be paid a minimum of four (4) hours at time and one-half, without regard for hours actually worked during the work week. Minutes, taken at meetings during regular work hours, shall be included in employee's regular rate of pay, and not compensated beyond that.

PASSED AND ADOPTED, by the City Council of the City of Morro Bay, at a regular meeting thereof held on the 14th day of June 2022, by the following vote:

AYES: Headding, Addis, Barton, Ford, Heller
NOES: None
ABSENT: None
ABSTAIN: None



JOHN HEADDING, Mayor

ATTEST:



DANA SWANSON, City Clerk

12 12.1	Holidays	Lincoln's Birthday Feb 12th	Eliminate Lincoln's Birthday in exchange for "Spring Break Day" to be observed on the Friday before Easter each year.
15.1.2 - 15.1.3	Health Insurance	<p>For 2017, UNIT employees shall receive a cafeteria plan contribution, including the minimum contribution amount required by CalPERS, as follows:</p> <p>Employee only - up to \$715/month or cost of insurance, whichever is less</p> <p>Employee + 1 - up to \$1,109/month or cost of insurance, whichever is less</p> <p>Employee + family - up to \$1,421/month or cost of insurance, whichever is less</p> <p>For 2018, UNIT employees shall receive a cafeteria plan contribution, including the minimum contribution amount required by CalPERS, as follows:</p> <p>Employee only - up to \$715/month or cost of insurance, whichever is less</p> <p>Employee + 1 - up to \$1,135/month or cost of insurance, whichever is less</p> <p>Employee + family - up to \$1,460/month or cost of insurance, whichever is less</p>	<p>For 2021, UNIT employees shall receive a cafeteria plan contribution, including the minimum contribution amount required by CalPERS, as follows:</p> <p>Employee only - up to \$715/month or cost of insurance, whichever is less</p> <p>Employee + 1 - up to \$1,135/month or cost of insurance, whichever is less</p> <p>Employee + family - up to \$1,460/month or cost of insurance, whichever is less</p>
15.2	Dental, Life and Vision Ins.	Remove 2017 rates shown below	Insert 2021 rates shown below after end of table.

Resolution No. 54-22 - Page 6 of 10

1. 2.7% @ 55 formula (Section 21354.5)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 1 Year (Section 20042)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 2: All employees, who were hired on or after December 10, 2011, but before January 1, 2013, and those hired on or after January 1, 2013, who meet the CalPERS definition of *classic member* as determined by CalPERS under PEPRA and related legislation receive the following CalPERS retirement formula and optional benefits:

1. 2% @ 60 formula (benefit factor increases to 2.418% @ 63+) (Section 21353)
2. Unused Sick Leave Credit (Section 20965)
3. Military Service Credit (Section 21024 & 21027)
4. Final Compensation 3 Years (Section 20037)
5. 1959 Survivor Benefit, Level 4 (Section 21574)
6. Pre-Retirement Option 2W Death Benefit (Section 21548)

Tier 3: All employees, who were hired on or after January 1, 2013, and meet the definition of *new member*, as determined by CalPERS under PEPRA and related legislation pursuant to PEPRA, receive the following CalPERS retirement formula and optional benefits:

1. 2% @ 62 formula (benefit factor increases to 2.5% @ 67+) (Section 7522.20)
2. Final Compensation 3 Years (Section 20037)
3. Member contribution rate of fifty percent of the expected normal cost rate, which is currently 13.5% (6.75% is employee's portion)
4. Unused Sick Leave Credit (Section 20965)
5. Military Service Credit (Section 21024 and 21027)
6. 1959 Survivor Benefit, Level 4 (21574)
7. Pre-Retirement Option 2W Death Benefit (Section 21548)

Employee Cost Sharing: CalPERS Classic Member Tier 1 & 2 employees shall make a 1% cost sharing contribution to the employer's contribution to CalPERS effective the first full payroll period after City Council approval of a CalPERS Contract Amendment providing for such payment commencing FY 23/24, but in no event sooner than the pay period including July 1, 2023.

I. HEALTH/LIFE/VISION/DENTAL INSURANCE

Effective July 1, 2022, all employees receive the following contribution toward the purchase of CalPERS health insurance, which includes the required CalPERS monthly contribution:

- Employee only - up to \$767/month or cost of insurance, whichever is less
- Employee + 1 – up to \$1,232/month or cost of insurance, whichever is less
- Employee + family - up to \$1,589/month or cost of insurance, whichever is less

Life insurance is provided at \$50,000 and is paid for by the City for the employee only.

Resolution No. 54-22 - Page 7 of 10

Effective July 1, 2022, all employees receive the following contribution toward the purchase of Life, Vision and Dental insurances:

	<u>Life</u>	<u>Vision</u>	<u>Dental</u>	<u>Total</u>	<u>Bank</u>	<u>EE Pays</u>
Employee only	\$8.70	\$8.29	\$57.81	\$74.80	\$71.87	\$ 2.93
Employee + 1	\$8.70	\$15.58	\$159.98	\$184.26	\$172.51	\$11.75
Employee + 2+	\$8.70	\$22.17	\$159.98	\$190.85	\$178.64	\$12.21

City will pay the remaining premium for life, vision and dental.

For retired employees, City contributes the required CalPERS monthly contribution towards CalPERS health plans, as selected by retiree.

J. DEFERRED COMPENSATION PROGRAM

Confidential employees receive a matching contribution up to \$1,500, per calendar year, paid to employee's deferred compensation plan, or approved retiree medical savings plan. City matching contributions are paid on a 2:1 basis (e.g., employee contributes \$2, City matches \$1).

K. EDUCATION INCENTIVE

City will reimburse its confidential employees for costs associated with job-related and job-required certifications, correspondence courses, and/or licenses (except Class III driver's license), upon successful completion of the examination or course by the employee. Written authorization, from the employee's Department Director, is required in advance. Reimbursement includes application fees, examination fees, and certificate fees. Renewal fees may be paid in advance by City. This provision does not apply to continuing education requirements.

City will provide a City vehicle, when available, for required transportation, and will permit paid time for employee to take examinations, scheduled during normal working hours. If no City vehicle is available, employee may take their personal vehicle; however, no mileage payments are authorized of the use of personal transportation. Time spent, outside normal working hours, shall not be compensated.

L. COLLEGE DEGREES

Confidential employees, hired on or after January 1, 1998, shall not be eligible for this incentive.

For confidential employees, hired prior to January 1, 1998, City will pay the following education incentives, on base salary, for an Associate of Arts ("AA") or Bachelor's degree, unless the employee's job description requires an AA or Bachelor's degree, or the employee is promoted to a position requiring an AA or Bachelor's degree:

1. AA degree = \$600 annually
2. Bachelor's Degree = \$1,200 annually

M. COMPENSATION ADJUSTMENTS

Annual Cost of Living Adjustments (COLA) and/or equity adjustments may be given to confidential employees, as recommended by the City Manager and approved by the City Council; though neither is guaranteed.

1. For fiscal year 2022/23, City will provide a six percent (6%) COLA base salary increase to

ASSOCIATION shall indemnify and hold harmless the CITY.

ARTICLE 12 - SICK LEAVE

- 12.1 Sick leave shall be earned at the rate of eight hours each calendar month of service. There is no limit on the amount of sick leave that may be accumulated by members of this UNIT.
- 12.2 Based on individual utilization of paid sick leave in the preceding calendar year, rolling backwards 365 days from the date of requested conversion, employee may convert unused accumulated sick leave into paid vacation leave once per fiscal year, pursuant to the formula below:

<u>8 Hour Schedule</u>	<u>10 Hour Schedule</u>	<u>12 Hour Schedule</u>	<u>Maximum Conversion To Vacation Leave</u>
0	0	0	48 hours
.25 to 8	.25 to 10	.25 to 12	36 hours
8.25 to 16	10.25 to 20	12.25 to 24	24 hours
16.25 to 25	20.25 to 30	24.25 to 36	12 hours
over 25	over 30	over 36	0 hours

At least 160 accrued hours must remain in employee’s sick leave bank for any employee to be eligible for conversion, or for any conversion to be authorized. In addition, the right to convert, along with any conversion hours, does not carry over or rollover from fiscal year to fiscal year; failure to request conversion, in any fiscal year, eliminates the right to do so for that fiscal year, and does not permit employees to aggregate conversion hours in any other fiscal year.

- 12.3 At termination, unused accumulated sick leave is not compensable; however, upon retirement, may be converted to additional time, as provided by the PERS sick leave option.

ARTICLE 13 - BEREAVEMENT

Employees shall be permitted to utilize three (3) days of paid bereavement leave, per occurrence, in the case of the death of members of the employee’s immediate family (as defined in the Personnel Rules), where the funeral service will be held in state and five (5) days paid bereavement leave for funeral services held out-of-state. The three or five days shall be regardless of shift length, subject to a maximum of 12 hours per day. Any necessary extra time shall be taken from the employee’s accrued sick leave. In cases where sick leave is exhausted, vacation time shall be charged. Paid leave beyond the initial three or five days is subject to department approval.

ARTICLE 14 - RETIREMENT

- 14.1 It is the employee’s obligation to contribute the employee’s contribution to CalPERS. The employee shall pay their own contribution by payroll deduction, consistent with the provisions of 414 (h) 2 of the Internal Revenue Code.

D. ADMINISTRATIVE LEAVE

Management employees receive up to seventy-two (72) hours annually in paid administrative leave in a lump sum accrual at the beginning of each fiscal year. The City Manager, or designee, upon recommendation by the management employee's Department Head, may grant additional administrative leave to the management employee. The administrative leave bank may never accrue more than ninety-six (96) total hours which may limit the number of hours credited to the employee's administrative leave bank on July 1st of each year.

New management employees will be provided a pro-rata share of the annual seventy-two-hour administrative leave bank upon employment.

Administrative leave time must be taken off on an hour-for-hour basis equaling employee actual time off, regardless of accumulation rates. Administrative leave is a compensable leave, and any remaining hours in the employee's bank will be paid out upon separation from City service, at the employee's current hourly rate of pay.

E. VACATION LEAVE

Management employees accrue vacation, based on the schedule below. The City Manager shall have the authority to decide service years as the they see fit.

<u>Service Years</u>	<u>Entitlement in Days</u>
1 thru 2	10
3 thru 4	11
5 thru 6	12
7 thru 8	13
9 thru 10	14
11 thru 12	15
13 thru 14	16
15 thru 16	17
17 thru 18	18
19 thru 20	19
21 or more	20

Vacation leave time must be taken off on an hour-for-hour basis equaling employee actual time off, regardless of accumulation rates.

Management employees are subject to a maximum leave accumulation of three hundred (300) hours. Any hours exceeding the maximum accumulation as of November 1st of each year will be paid out in the pay period including December 1st.

Exhibit A

Sworn Members:

Year (1). Effective April 5, 2020, employees will receive a four percent (4%) wage increase.

Year (2). Effective January 10, 2021, employees will be eligible for a wage increase up to three percent (3%) consistent with the following:

- Guarantee wage increase of two percent (2%) and up to an additional one percent (1%) wage increase based on the City's General Fund budget surplus in excess of \$513,000 for Fiscal Year (FY) 2019-20. Budget surplus is defined as the amount of excess General Fund tax revenues (as identified in the City's Comprehensive Annual Financial Report (CAFR)) over initial projections (as identified in the City's adopted budget in June 2019), less unexpected, non-discretionary, on-going expenditures, less an increase in the Unfunded Actuarial Liability (UAL) payment from the CalPERS July 2019 actuarial report.

Year (3). Effective January 9, 2022, employees will be eligible for a wage increase up to four percent (4%) consistent with the following:

- Guarantee wage increase of two percent (2%) and up to an additional one percent (1%) wage increase based on the City's General Fund budget surplus in excess of \$513,000 for FY 2020-21. Budget surplus is defined as the amount of excess General Fund tax revenues (as identified in the City's CAFR) over initial projections (as identified in the City's adopted budget in June 2020), less unexpected, non-discretionary, on-going expenditures, less an increase in the UAL payment from the CalPERS July 2019 actuarial report.
- In the event that the budget surplus trigger identified in the second year of this agreement is not met, employees are eligible for an additional one percent (1%) wage increase (above the potential two percent (2%) increase identified above) should the City's budget surplus in FY 2020-21 is in excess of \$1,026,000.

Non-Sworn Members:

Year (1). Effective April 5, 2020, employees will receive a three percent (3%) wage increase.

Year (2). Effective January 10, 2021, employee will receive a two percent (2%) wage increase.

Year (3). Effective January 9, 2022, employees will receive a two percent (2%) wage increase.

6. EDUCATION

- A. Education Incentive. Educational incentive payments shall be made for POST certificates only. The amounts payable are two and a half percent (2.5%) of base pay for an intermediate certificate and one percent (1.0%) for an advanced certificate, for a combined maximum of three and a half percent (3.5%).

Exhibit D

UNREPRESENTED, CONFIDENTIAL, PROFESSIONAL & MANAGEMENT (MGMT) GROUP WAGE AND BENEFIT SUMMARY

JANUARY 1, 2023 – DECEMBER 31, 2023

1. WAGES

Year (1). Effective January 8, 2023, employees will receive an eight percent (8%) wage increase.

Year (2). Effective January 7, 2024, employees will be eligible for a wage increase based on the following:

1. Guaranteed wage increase of one percent (1%);
2. An additional two percent (2%) should FY 2022-23 General Fund revenues equal or exceed \$52,851,900 (i.e., adopted budget revenue);
3. An additional one percent (1%) should FY 2022-23 General Fund revenues equal or exceed \$53,851,900 (i.e., exceed budgeted estimates \$1.0 million or more).

Year (3). Effective January 5, 2025, employees will be eligible for a wage increase based on the following:

1. Guaranteed wage increase of one percent (1%);
2. An additional one percent (1%) should FY 2023-24 General Fund revenues equal or exceed \$54,259,400 (i.e., adopted budget revenue);
3. An additional one percent (1%) should FY 2023-24 General Fund revenues equal or exceed \$55,259,400 (i.e., exceed budgeted estimates by \$1.0 million or more).
4. In the event that the first budget trigger identified in the second year of this agreement is not met, employees are eligible for an additional two percent (2%) should FY 2023-24 General Fund revenues equal or exceed \$52,851,900;
5. In the event that the second budget trigger identified in the second year of this agreement is not met, employees are eligible for an additional one percent (1%) should FY 2023-24 General Fund revenues equal or exceed \$53,851,900.

2. BILINGUAL PAY

The City agrees to pay qualified employees \$46.15 per pay period to provide verbal bilingual services, and \$11.54 per pay period for written bilingual services, for a combined maximum of \$57.69. Employees shall be required to pass qualifying examinations administered by the City to determine the proficiency for bilingual assignments and retest for proficiency every five (5) years.

Exhibit D

B. Deferred Compensation

All employees shall be eligible to participate in the deferred compensation program. The City shall contribute \$192.31 per completed pay period to the plan for employees in the MGMT group. Executive managers shall be eligible for an additional City matching contribution of up to \$96.15 per completed pay period.

C. Social Security

Both the City and the employee pay into Social Security.

11. INSURANCE

The City shall establish and maintain medical, dental, and vision insurance plans, an employee assistance plan (EAP), as well as disability and life insurance for the MGMT group in recognition of management responsibilities. The City reserves the right to choose the method of insuring and plans to be offered.

A. Medical

Employees have the choice of available plans offered by CalPERS. Effective January 1, 2023, the City will contribute up to the following total monthly amounts:

<u>Coverage Level</u>	<u>Maximum Contribution</u>
Employee Only	\$702.49
Employee + 1 Dependent	\$1,355.99
Employee + 2 or More Dependents	\$1,768.69

These amounts are inclusive of the CalPERS minimum medical insurance contribution. The balance is designated as a cafeteria plan contribution.

For plan years 2024 and 2025, the City shall increase its healthcare contribution at a percentage equivalent to the lowest-cost PPO plan, not to exceed 5%. (e.g., if CalPERS Gold increases by 4%, then the City's contribution will increase by 4%).

Conditional Opt Out: Employees opting out of the CalPERS medical coverage who provide evidence of other group medical insurance that provides minimum essential coverage for themselves and all family members (for whom they reasonably expect to claim a personal exemption deduction for the taxable year) will qualify to receive a cash payment of \$300 per month. Coverage in the individual market, whether or not from the insurance marketplace (such as Covered California) will not qualify the employee for the opt-out cash payment. Employees will be required to submit proof of their qualified coverage and sign the opt-out attestation prior to the beginning of each calendar year.

Exhibit D

B. Dental

Effective January 1, 2023, monthly contributions will be as follows:

<u>Coverage Level</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
Employee Only	100%	\$0.00
EE + 1 or More Dependents	\$88.13	\$5.07

For the term of this agreement, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium, and 75% of premium changes for employee and dependent(s).

C. Vision

Effective January 1, 2023, monthly contributions will be as follows:

<u>Coverage Level</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
Employee Only	100%	\$0.00
EE + 1 or More Dependents	\$25.40	\$0.00

For the term of this agreement, the City will modify its maximum dollar contribution by an amount equal to 100% of the employee only premium, and 75% of premium changes for employee and dependent(s).

D. Disability

The City provides long-term disability insurance coverage with a monthly benefit percentage of 66.67% of gross salary (maximum benefit \$12,000 per month) for employees until their normal retirement age under the Social Security Act. Coverage is for any sickness or accident subject to the exclusions in the long-term disability policy, after a 60-day elimination period. The City pays 100% of the premium.

E. Life Insurance

The City provides \$200,000 term life basic life insurance and accidental death and dismemberment insurance policy. Employees will be taxed on the cost of the premium exceeding \$50,000 of coverage, or the amount as established by the Internal Revenue Service. The City pays 100% of the premium.

F. Employee Assistance Plan

The City provides an employee assistance plan, which is designed to help an individual cope with emotional health, family, and other personal concerns to help employees

Exhibit D

mid-year, the value of any hours used in excess of the prorated share of administrative leave hours will be deducted from the employee's final paycheck.

G. Bereavement Leave

Employees may utilize paid bereavement leave for the purpose of attending or arranging a funeral or memorial service, or to take care of family matters, that are related to the death of an immediate family member (defined as spouse, domestic partner, parent, child, sibling, grandparent, or grandchild, and the corresponding family member by marriage). Operations Battalion Chiefs are eligible for 48 hours of paid leave. All other MGMT employees are eligible for up to five (5) days of paid leave where the death or service is outside the state; and up to three (3) days of paid leave where the death or service are within the state, however, bereavement will be extended up to 5 days with the employee utilizing vacation, sick, comp time, admin leave, or unused holiday leave for the additional 16 hours. The employee may elect to recognize those days as unpaid. Bereavement leave shall not be authorized more than two (2) times within a calendar year and must be concluded within one (1) year of the death of the family member.

H. Jury Duty

Employees shall be paid for actual work hours missed because of time spent in jury service or court. The employee shall be responsible for notifying their manager as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep their manager advised as to the anticipated length of service, and return to work on the first day following the end of jury duty service.

I. Time Off to Vote

If any employee does not have sufficient time outside of working hours to vote, they may request up to two (2) hours of vacation or comp time, either at the beginning or end of scheduled working hours, to enable them to vote. Employees must request time off to vote from their manager at least two (2) days prior to the election.

J. Family and Medical Care Leave

The City provides family and medical care leave for eligible employees as required by federal and state law. Employees who request leave must provide a medical certification and/or recertification to support the need for the leave.

K. Military Leave

Military leave will be granted in accordance with federal and state law as well as rule 16.07 of the City's Personnel Rules and Regulations. An employee requesting leave for

Exhibit D

8. Indigenous Peoples' Day (also observed as Columbus Day): second Monday in October
9. Veteran's Day: November 11th
10. Thanksgiving: fourth Thursday in November
11. Day after Thanksgiving: Friday after Thanksgiving
12. Christmas Day: December 25th
13. Floating birthday: Any day in the calendar year
14. Floating holiday: Any day in the calendar year

Floating Birthday/Holiday Hours: Employees will be provided sixteen (16) hours of floating holiday hours at the beginning of each calendar year. Employees may use floating holiday hours at any point during the calendar year subject to manager approval. When a holiday falls on a day an employee is regularly scheduled to work more than 8 hours, they may use a portion of their floating holiday hours to make up any deficient hours (e.g., an employee who is regularly scheduled 9 hours on a Monday on which a holiday falls will receive 8 hours of holiday pay and can use 1 hour of floating holiday to receive a total of 9 hours of pay for the day). Employees may not use floating holiday hours to receive more hours than normally scheduled in one day. Unused floating holiday leave will not be carried over year to year. Employees hired mid-year shall be provided a prorated floating holiday hour bank based on the number of pay periods remaining in the calendar year.

Exempt Employees: Employees will earn 8 hours of holiday leave as each of the non-floating holidays is observed. If an employee observes a holiday, they will record eight (8) hours of holiday leave for the day. If an employee is required to work on the holiday, they will record the number of regular hours worked for that day and only need to use the number of holiday hours to reach 40 hours in a work week. Any unused hours can be utilized for paid time off throughout the remaining current calendar year, or will be paid out at the employee's current hourly rate on the first paycheck in the following calendar year.

Operations Battalion Chiefs: Employees shall be paid 6.03 hours per completed pay period in recognition of the City's 14 observed holidays.

F. Administrative Leave

Employees exempt from overtime shall be granted 56 hours of administrative leave the first full pay period in January. Any hours remaining at the end of the calendar year will be paid out at the employee's current hourly rate. Upon ratification of this agreement, the timing for cash out of unused admin leave will be modified from the month of December to the first paycheck in the following calendar year. Employees hired mid-year shall be provided a prorated bank based on the number of pay periods remaining in the calendar year. Conversely, if an employee separates from the City

Direct (805) 781-2192

iwma.com



From: Bianka Buchanan <BBuchanan@PismoBeach.org>

Sent: Wednesday, May 24, 2023 8:17 AM

To: Sasha Del Giorgio <SDelGiorgio@iwma.com>

Subject: RE: 2021 COLA

Good Morning Sasha,

Pismo received a 1% COLA July 2021 - that was the final year of that 3-year contract which was a 1, 2, 1 for COLA's.

Regards,



Bianka Buchanan

*HR Management Analyst
Management Services Department*

Office: (805) 773-7004

Email: bbuchanan@pismo-beach.org

[Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

From: Sasha Del Giorgio <SDelGiorgio@iwma.com>

Sent: Tuesday, May 23, 2023 1:44 PM

To: Bianka Buchanan <BBuchanan@PismoBeach.org>

Subject: 2021 COLA

External Email

Hi Bianca,

I am conducting a salary study and was hoping you could provide me with the City of Pismo Beach's 2021 COLA, if an.

Thank you!

Sasha Del Giorgio

Clerk of the Board



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Office (805) 782-8530

Direct (805) 781-2192

SECTION 1 AFFECTED EMPLOYEES

The wages and benefits set forth herein are to be provided to those full-time employees whose positions are not represented by an employee organization recognized pursuant to Section 9(A) of City of Pismo Beach Resolution No. 1367 (the Employer-Employee Relations Resolution of the City of Pismo Beach). The job classes subject to the provisions of this resolution are set forth as follows:

SUPERVISORY/ TECHNICAL

These job classes provide first-line supervision and/or function in technical support capacities. Employees in these positions receive overtime pay pursuant to the Fair Labor Standards Act when they work over 40 hours in the work week. Unless employed on a less-than full-time basis, employees are part of the Competitive Service and have the full protection of the City's Personnel Rules and Regulations. Job Classifications in this group are: Executive Assistant, Accountant, Recreation Supervisor, and Parking Operations Supervisor.

MID-MANAGEMENT/PROFESSIONAL

These job classes are responsible for middle management tasks and/or perform more complex technical or professional tasks. Those with mid-management responsibilities oversee a major division or program area within a department. Employees are exempt from overtime pay requirements of the Fair Labor Standards Act. Unless employed on a less-than full-time basis, employees are part of the Competitive Service and have the full protection of the City's Personnel Rules and Regulations. Job Classifications in this group include: Crime Analyst, Tourism Coordinator, Assistant Engineer, Associate Planner, Senior Planner, Recreation Manager, Utilities Manager, Public Facilities Manager, City Clerk, Engineer, IT Manager, Building Official, Finance Manager, Planning Manager, Human Resources Officer, Senior Civil Engineer, and Police Commander.

MANAGEMENT EMPLOYEES

These employees are responsible for management of operations and personnel of a City department(s). Employees in this group are exempt from overtime pay requirements of the Fair Labor Standards Act and are excluded from the competitive service as defined in Section 2.40.020 of the City of Pismo Beach Municipal Code including: City Manager, Police Chief, Public Works Director/City Engineer, Assistant City Manager, Community Development Director, Administrative Services Director, Management Services Director, and Tourism and Events Director.

SECTION 2 PAY RATES AND COMPENSATION

1. Effective the first full pay period in July 2022, the salary ranges for all affected job classes shall be set forth on **Schedule A**, which is attached hereto and by this reference made a part hereof. Schedule A represents equity adjustments for various positions.

In addition, Schedule A includes a salary increase for Cost of Living for all classifications, of 4%.

2. Employees shall receive the following Cost of Living adjustments as set forth on **Schedule B** and **Schedule C**, attached hereto and by this reference made a part hereof, effective at the start of the first full pay period in the specified month:
 - a. July 2023 4% (Schedule B)
 - b. July 2024 3% (Schedule C)

SECTION 3 DEFERRED COMPENSATION

SUPERVISORY/ TECHNICAL AND MID-MANAGEMENT/PROFESSIONAL

The City will pay \$7,000 per year into each affected employee's deferred compensation account, payable in 24 equal payments – two each month – at \$291.66 per payment.

MANAGEMENT EMPLOYEES

The City will pay \$14,000 per year into each affected employee's deferred compensation account, payable in 24 equal payments – two each month – at \$583.33 per payment.

SECTION 4 HEALTH AND WELFARE INSURANCE BENEFITS

A. Life Insurance

The City will continue to provide each employee with term life insurance coverage equal in value to \$50,000. Said policy shall also include accidental death and dismemberment benefits, plus dependent coverage (refer to the Life Insurance Summary Document and Policy for details). The City will pay 100% of the premium cost for said insurance.

B. Health Insurance (Medical, Dental, Vision Care)

CITY'S CAFETERIA PLAN

1. Effective January 1, 2010 the City implemented a full flex cafeteria plan for active employees in accordance with IRS Code Section 125. Active employees participating in the City's full flex cafeteria plan shall receive a monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective January 1, 2010 shall be a dollar amount equal to the amounts defined below, which includes the California Public Employees' Medical and Hospital Care Act (PEMHCA) contribution hereby referred to as the PEMHCA minimum contribution, for an Employee, an Employee & One Dependent, or an Employee & Two or More Dependents.

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits such as medical, dental, and vision insurance

coverage, or any other benefits the City may offer from time to time, or may be converted to taxable income.

2. The City shall make **Medical, Dental and Vision** care insurance available for employees. There shall be an open enrollment period once each year prior to the insurance policy anniversary date to allow for changes in coverage.
3. City Flex Dollar Contributions

During the term of this resolution, the City's flex dollar allowance will be established based on the following amounts for health, dental and vision. The amounts will include the PEMHCA minimum contribution.

SUPERVISORY/TECHNICAL AND
MID-MANAGEMENT/PROFESSIONAL

The current rate for employee only is equal to \$947.83; employee plus 1 dependent is equal to \$1,589.02; employee plus children is equal to \$2,072.93; and **employee plus family is equal to \$2,103.93.**

MANAGEMENT EMPLOYEES

The City provides up to \$2,103.93 per month for the cost of Medical, Dental and Vision coverage for employee plus dependents, for whatever level of coverage or plan the employee selects.

In the event that different levels of dependent coverage are selected for dental and vision care than for medical coverage, the amount of dental and vision coverage shall be calculated based on the level of benefit selected by the employee and that amount shall be subtracted from the level of medical coverage selected. For example, if an employee selects "Employee Plus Family" dental and vision coverage, and "Employee Only" medical coverage, 100% of the cost of the full family dental and vision coverage shall be subtracted from the Employee Only maximum coverage level to determine the employee deduction for total health and welfare coverage. This same calculation shall be used to determine the amount of Employee Only medical redirect that may be paid pursuant to Section 4, below.

4. Medical Redirect

If an employee has health, dental and vision insurance coverage through a spouse/dependent or a former employer and provides proof of other coverage to the Human Resources Department, the employee may elect to waive the City's health insurance coverage and elect to use flex dollars, equal to the amount defined for employee only coverage of health, dental and vision, in accordance with the terms of the cafeteria plan, or the amount may be converted to taxable income.

SEIU MOU FYs 2023 through 2025 purpose.

The City integrates family and medical leave with workers' compensation leave whenever an employee is absent from the work place for 30 days or more due to an industrial injury or illness. As required by law, the City will not run family and medical leave concurrently for those employees entitled to Labor Code section 4850 leave.

G. BENEFITS DURING LEAVE

An employee may receive any group health insurance coverage that was provided before the leave on the same terms as if the employee had continued to work during the leave, up to a maximum of 12 workweeks.

Employee contributions for group health insurance coverage, if any, will be required either through payroll deduction or by direct payment to the insurance provider. The method of payment will be established in conjunction with the employee in writing at the beginning of the leave. The amount of an employee's contribution is subject to any changes in rates that occur while the employee is on leave.

H. SICK AND VACATION LEAVE ACCRUAL

Sick leave and vacation leave do not accrue while an employee is on unpaid leave.

ARTICLE 27

BEREAVEMENT LEAVE

Bereavement leave shall be defined as whenever any employee has experienced a death in the immediate family. [Immediate family is defined in the definition section 2.19 of the City Personnel Rules and Regulations]

A. LEAVE WITH PAY

The employee may be granted bereavement leave with full pay of not to exceed a total of forty (40) hours per occurrence as approved by management. These days shall not be charged against the unit employee's accumulated sick leave.

B. FACTS JUSTIFYING ABSENCE

The employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Department Head, evidencing eligibility for bereavement leave.

SEIU MOU FYs 2023 through 2025

ARTICLE 28

UNEMPLOYMENT INSURANCE

The City will continue to make appropriate contributions for the California Unemployment Insurance Plan for all employees represented by the Union.

ARTICLE 29

JURY DUTY

No deduction shall be made in the salary of any employee who serves on a jury, if the employee has waived or remitted the jury fee to the City for such jury duty. If the employee has not so waived or remitted the jury fee to the City, the employee shall be paid only for the time actually worked in the City position. An employee accepted for jury duty shall immediately notify the Finance Department, in writing, whether or not the jury fee will be waived or remitted to the City. It is understood that the employee may retain any travel pay granted by the court because of the employee's participation in jury duty.

An employee who is subpoenaed to appear in court as a result of official duties as a City employee shall be allowed to do so without loss of compensation. Any witness fees paid as required by law shall be submitted to the City if the employee is required to attend the legal proceeding in an official capacity. An employee subpoenaed to appear in court in a matter unrelated to official duties as a City employee may be permitted to use accrued vacation, holiday, and/or compensatory time off.

Except as provided in an applicable memorandum of understanding, employees shall be required to return to work for completion of their assigned work shift, where reasonable, upon release from their daily court duties. "Reasonableness" shall be determined by the department head, or the Department Head's designated representative.

ARTICLE 30

MILEAGE REIMBURSEMENT

It is agreed that reimbursement shall be based on the maximum allowed by IRS for miles traveled on City business utilizing the employee's car, with prior approval of the department head, for using a non-City vehicle.

ARTICLE 31

HEALTH AND SAFETY

1. The City and the Union agree to abide by all provisions of the California Plan approved in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970, and any applicable legislation as may be passed by the State of California to implement that plan.

SECTION 8 OVERTIME

The City shall administer all overtime pay provisions consistent with the Fair Labor Standards Act (FLSA), including paying the appropriate overtime hourly rate for all hours worked in excess of 40 hours worked in a 7-day (168-hour) workweek for those employees who are not exempt from overtime payment under the FLSA. Only time worked shall be used to calculate overtime, except that paid holidays shall be counted as time worked for calculating overtime. Overtime shall accrue in one-quarter hour minimum periods. The City continues to reserve its Management Right to determine work schedules.

SECTION 9 COMPENSATORY TIME OFF**A. Accrual**

TECHNICAL AND SUPERVISORY non-exempt employees specified in Section 1: At the discretion of the employee, overtime worked during a pay period shall be paid at the rate of one and one-half times the employee's regular rate of pay or added to the employee's accrued compensatory time off balance at the rate of one and one-half hours accrued for each hour worked, provided that in no event shall compensatory time off be accrued so as to cause the employee's compensatory time off balance to exceed 80 hours. Overtime hours worked that would cause the employee's compensatory time off balance to exceed 80 hours shall be paid at the time and one-half rate.

B. Use

An employee may use some or all of the employee's compensatory time off after approval by the Department Head.

SECTION 10 ADMINISTRATIVE LEAVE

MID-MANAGEMENT/PROFESSIONAL employees specified in Section 1 are granted seven (7) administrative leave days (56 hours) per fiscal year.

MANAGEMENT employees specified in Section 1 are granted twelve (12) administrative leave days (96 hours) per fiscal year.

Administrative leave will not carry over from one fiscal year to the next, unused administrative leave will not be paid off on termination of employment, and no compensation will be paid for administrative leave days not taken during the fiscal year. Employees must obtain prior approval of their Department Heads for administrative leave days off. Management Employees must obtain prior approval of the City Manager to schedule administrative leave days off.

Additional administrative leave days in addition to the five (5) days granted herein may be granted at the discretion of the City Manager to recognize unusual work demands.

RESOLUTION NO. 11268 (2021 SERIES)**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, REGARDING COMPENSATION FOR THE UNREPRESENTED CONFIDENTIAL EMPLOYEES AND SUPERSEDING PREVIOUS RESOLUTIONS IN CONFLICT**

WHEREAS, the City has designated the following classifications as confidential employees pursuant to the Government Code 3507.5 and Employer-Employee Resolution 6620: Administration Executive Assistant, Human Resources Administrative Assistant I, II, III, Human Resources Information System Technician, Human Resources Specialist, Legal Assistant, and Legal Assistant/Paralegal; and

WHEREAS, confidential employees are precluded from collective bargaining due to their proximity to labor negotiations, and therefore are not governed by a collective bargaining agreement; and

WHEREAS, the confidential employees have remained committed to providing high quality service to the community; and

WHEREAS, the City Council is committed to providing competitive compensation as provided in the City's adopted Compensation Philosophy.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of San Luis Obispo hereby revises unrepresented management compensation as follows:

SECTION 1. The City agrees to increase the salaries of unrepresented management employees with a 3% cost of living adjustment (COLA) effective the first full pay period of July 2021.

SECTION 2. The City agrees to complete a benchmark compensation study by February 28, 2022 which will inform competitiveness in the market and frame the next round of conversations with the unrepresented confidential group.

SECTION 3. The City shall continue to provide employees certain fringe benefits as set forth in Exhibit "A", fully incorporated by reference.

SECTION 3. The Director of Finance shall adjust the appropriate accounts to reflect the compensation changes.

SECTION 4. This resolution shall be in effect from July 20, 2021 through June 30, 2022.

RESOLUTION NO. 11317 (2022 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, REGARDING COMPENSATION FOR THE UNREPRESENTED CONFIDENTIAL EMPLOYEES AND SUPERSEDING PREVIOUS RESOLUTIONS IN CONFLICT

WHEREAS, the City has designated classifications in City Administration, Finance, Human Resources, and the City Attorney's Office as confidential employees pursuant to the Government Code 3507.5 and Employer-Employee Resolution 6620; and

WHEREAS, confidential employees are precluded from collective bargaining due to their proximity to labor negotiations, and therefore are not governed by a collective bargaining agreement; and

WHEREAS, the unrepresented confidential employees have remained committed to providing high quality service to the community; and

WHEREAS, to achieve our service standards, the City must attract and retain highly qualified employees who exemplify our organizational values; and

WHEREAS, fostering an environment attractive to such employees depends upon many factors, including a competitive compensation program; and

WHEREAS, the City of San Luis Obispo has experienced challenges recruiting and retaining employees in the unrepresented confidential group; and

WHEREAS, the City Council is committed to providing competitive compensation to recruit and retain well qualified employees, as provided in the City's adopted Labor Relations Objectives and Compensation Philosophy while also considering the long-term fiscal sustainability of changes in compensation.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of San Luis Obispo hereby revises unrepresented confidential compensation as follows:

SECTION 1. The City agrees to increase the salaries of unrepresented confidential employees with a cost-of-living adjustment (COLA) effective on the following dates: 1.5% COLA the first full pay period of July 2022, a 3% COLA the first full pay period of July 2023, and a 3% COLA effective the first full pay period of July 2024.

SECTION 2. The City shall continue to provide employees certain fringe benefits as set forth in Exhibit "A", fully incorporated by reference.

RESOLUTION NO. 11317 (2022 SERIES)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN LUIS OBISPO, CALIFORNIA, REGARDING COMPENSATION FOR THE UNREPRESENTED CONFIDENTIAL EMPLOYEES AND SUPERSEDING PREVIOUS RESOLUTIONS IN CONFLICT

WHEREAS, the City has designated classifications in City Administration, Finance, Human Resources, and the City Attorney's Office as confidential employees pursuant to the Government Code 3507.5 and Employer-Employee Resolution 6620; and

WHEREAS, confidential employees are precluded from collective bargaining due to their proximity to labor negotiations, and therefore are not governed by a collective bargaining agreement; and

WHEREAS, the unrepresented confidential employees have remained committed to providing high quality service to the community; and

WHEREAS, to achieve our service standards, the City must attract and retain highly qualified employees who exemplify our organizational values; and

WHEREAS, fostering an environment attractive to such employees depends upon many factors, including a competitive compensation program; and

WHEREAS, the City of San Luis Obispo has experienced challenges recruiting and retaining employees in the unrepresented confidential group; and

WHEREAS, the City Council is committed to providing competitive compensation to recruit and retain well qualified employees, as provided in the City's adopted Labor Relations Objectives and Compensation Philosophy while also considering the long-term fiscal sustainability of changes in compensation.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of San Luis Obispo hereby revises unrepresented confidential compensation as follows:

SECTION 1. The City agrees to increase the salaries of unrepresented confidential employees with a cost-of-living adjustment (COLA) effective on the following dates: 1.5% COLA the first full pay period of July 2022, a 3% COLA the first full pay period of July 2023, and a 3% COLA effective the first full pay period of July 2024.

SECTION 2. The City shall continue to provide employees certain fringe benefits as set forth in Exhibit "A", fully incorporated by reference.

Employee participation in the City's dental and vision plans is optional. Employees who elect coverage shall pay the dental and/or eye premium by payroll deductions on a pre-tax basis through the City's Cafeteria Plan.

Section B Health Flex Allowance

Employees electing medical coverage in the City's plans shall receive a health flex allowance, as defined by the Affordable Care Act (ACA), and shall purchase such coverage through the City's Cafeteria Plan. If the health flex allowance is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex allowance and the premium cost on a pre-tax basis through the City's Cafeteria Plan. If the premium cost for medical coverage is less than the health flex allowance, the employee shall not receive any unused health flex in the form of cash or purchase additional benefits under the Cafeteria Plan.

The monthly health flex allowance amounts for regular, full-time employees are:

Level of Coverage	2021 Monthly Health Flex Allowance Rates
Employee Only	\$593
Employee Plus One	\$1,173
Family	\$1,588

Effective in January 2022, the City's total health flex allowance for group medical coverage will be modified by an amount equal to one-half of the average percentage change for family coverage in the PERS health plans available in San Luis Obispo County. For example: if three plans were available and the year-to-year changes were +10%, +20%, and -6% respectively, the City's contribution would be increased by 4% ($10\% + 20\% + -6\% \div 3 = 8\% \times 1/2$).

Less than full-time employees shall receive a prorated share of the City's contribution.

The City agrees to continue its contribution to the health flex allowance for two (2) pay periods in the event that an employee has exhausted all paid time off and leave approved under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) due to an employee's catastrophic illness. That is, the employee shall receive regular City health flex allowance for the first two (2) pay periods following the pay period in which the employee's accrued leave balances reach zero (0) and FMLA/CFRA benefits have been exhausted.

Section C Life and Disability Insurance

The City shall provide the following special insurance benefits:

Unrepresented Confidential Employees Compensation



Term of Agreement:
April 19, 2022 to June 30, 2025



SAN LUIS OBISPO

Employees receiving the conditional opt-out amount will also be assessed \$16.00 per month to be placed in the Retiree Health Insurance Account. This account will be used to fund the City's contribution toward retiree premiums and the City's costs for the Public Employee's Contingency Reserve Fund and the Administrative Costs. However, there is no requirement that these funds be used exclusively for this purpose nor any guarantee that they will be sufficient to fund retiree health costs, although they will be used for negotiated employee benefits.

Dental and Vision Insurance/Dependent Coverage

Employee participation in the City's dental and vision plans is optional. Employees who elect coverage shall pay the dental and/or eye premium by payroll deductions on a pre-tax basis through the City's Cafeteria Plan.

Section B Health Flex Allowance

Employees electing medical coverage in the City's plans shall receive a health flex allowance, as defined by the Affordable Care Act (ACA) and shall purchase such coverage through the City's Cafeteria Plan. If the health flex allowance is less than the cost of the medical plan, the employee shall have the opportunity to pay the difference between the health flex allowance and the premium cost on a pre-tax basis through the City's Cafeteria Plan. In order to be eligible for the health flex allowance in a particular pay period, an employee will need to get paid for more than half of their regularly scheduled hours, unless the employee is on a protected leave. If the premium cost for medical coverage is less than the health flex allowance, the employee shall not receive any unused health flex in the form of cash or purchase additional benefits under the Cafeteria Plan.

The monthly health flex allowance amounts for regular, full-time employees is outlined below. Less than full-time employees shall receive a prorated share of the City's contribution.

Level of Coverage	2022 Monthly Rate
Employee Only	\$600
Employee Plus One	\$1,187
Family	\$1,607

Effective for the 2023, 2024, and 2025 premiums, the City's total health flex allowance for group medical coverage will be modified by an amount equal to one-half of the average percentage change for family coverage in the PERS health plans available in San Luis Obispo County. For example: if three plans were available and the year-to-year changes were +10%, +20%, and -6% respectively, the City's contribution would be increased by 4% ($10\% + 20\% + -6\% + 3 = 8\% \times 1/2$).

Section F Administrative Leave

Confidential employees shall earn twelve (12) hours of administrative leave on January 1st of each year.

Administrative leave hours shall be pro-rated on a pay period basis when a confidential employee is appointed or leaves employment during the calendar year. The employee's final check will be adjusted to reflect the pro-rated hours, however there is no provision to receive cash payment for unused administrative hours. Unused administrative leave will not be carried over year to year but can be taken through December 31st of each year.

Section G Holidays

Confidential employees shall receive eleven (11) fixed plus two (2) floating holidays per year. The following days of each year are designated as paid holidays:

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Jr. Birthday
- Third Monday in February - Presidents' Day
- Last Monday in May - Memorial Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- November 11 - Veteran's Day
- Fourth Thursday in November - Thanksgiving Day
- Friday after Thanksgiving
- December 25 - Christmas
- One half day before Christmas
- One half day before New Year's Day

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. A holiday shall be defined as eight (8) hours of paid time off for regular full-time employees.

When Christmas or New Year's Holiday falls on a Tuesday or Thursday, the City reserves the right to close non-essential City services and offices on Monday or Friday (the day adjacent to the observed holiday). Essential City services are determined at the discretion of the Department Head. Employees scheduled to work in non-essential functions on the days adjacent to the paid holidays would be required to use appropriate personal leave or take the days as non-pay. The City would notify employees of closure of non-essential City services and offices no later than October 31st of the same year in order to provide employees with ample time to plan accordingly.

From: [Laura Durban](#)
To: [Sasha Del Giorgio](#)
Subject: RE: Salary Schedule
Date: Wednesday, May 24, 2023 10:38:34 AM

-----Original Message-----

From: Laura Durban <ldurban@lososocsd.org>
Sent: Tuesday, May 23, 2023 4:08 PM
To: Sasha Del Giorgio <SDelGiorgio@iwma.com>
Subject: RE: Salary Schedule

Hi Sasha,

I finally got internet is back up. It's been down since 9 am!

Here is our rate sheet starting on July 1, 2022 and July 1, 2023

Our Non-Exempt Employees

July 1, 2021 Received 2%

July 1, 2022 Received 5.25%

July 1, 2023 Receive 5.25%

For Bereavement Leave - This is what our policy says - In the event of a death of a spouse, parent, grandparent, child, brother or sister, grandchild, or corresponding relatives by marriage, an employee may be granted a non-paid leave of absence not to exceed five (5) days. The employee may use accumulated sick leave and vacation time during the bereavement leave. Certification may be required by the General Manager or other responsible managing employee.

For Admin Leave - We get 40 hours a year, they do not carry over, and they can't be cashed out.

Please let me know if you need anything else!

Laura Durban

Administrative Services Manager

Los Osos Community Services District

Office: (805) 528-9435 Fax: (805) 528-9377

2122 9th Street, Suite 110, Los Osos, CA 93402 https://urldefense.proofpoint.com/v2/url?u=http-3A__www.lososocsd.org&d=DwIFAw&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&t=iS0c-nhmCR_Z2IWtBctb1oil3FmqYacAcDa0CtR-6mo&m=JVr4VayLpwLCIWHXQAH1BqcBJfez-0UeqUIlrccnGpk&s=DNzs5kU7z13fXe4Girg9GtpXEgkDBnj65IDyV6n63c&e=

obligation under PEMHCA is \$133.00 per active and retired employees. CalPERS will increase this amount to \$149.00 per active and retired employees, effective January 1, 2022.

- 9.2.2 The District hereby declares that the liability referred to in 9.2.1 is included in the cafeteria amounts paid by the District to active employees for their medical and health plans as described in Section 9.4.
 - 9.2.3 The District further declares that it will continue to pay the mandated amounts for retired employees who remain under the CalPERS medical program and as billed by CalPERS monthly. This amount is not otherwise payable to the retired employee for any medical coverage outside CalPERS.
 - 9.2.4 The District has no other liability to pay for the medical/health plan of employees who opt not to participate in CalPERS health insurance program other than the cafeteria contributions as listed in Section 9.4. For employees who opt out of the CalPERS medical plan or any future District's medical/health plan the employee has to provide proof of alternative health insurance coverage.
- 9.3 Parties agree that all employees shall be enrolled in one of the health care plans offered by the District or the Association, except as otherwise noted in Section 9.2.4 above. All employees are required to participate in vision and dental plans and may cover dependents as allowed by the plans and any pertinent legislation.
- 9.4 Recognizing the increasing costs of healthcare for families and to simplify payroll calculations, the District agrees to contribute the following monthly cafeteria benefit payments, **effective July 1, 2022**; it is to be noted that these amounts include any District's mandated portion of the program costs that are billed by CalPERS as described in Section 9.2.1:
- a) **Employee plus two (2) or more dependents shall receive one thousand dollars (\$1,000.00).**
 - b) Employee plus one (1) dependent shall receive eight hundred and twenty-five dollars (\$825.00).
 - c) Employee only shall receive seven hundred and fifty dollars (\$750.00).
 - d) Employee who opts out of CalPERS medical shall receive seven hundred and twenty-five dollars (\$725.00).
- 9.5 The District agrees to share any increases imposed by CalPERS Medical during the term of this agreement, with a cost sharing of 50/50. The District will cover 50%, with the employee covering 50% of the increases imposed by CalPERS.

From: [Carey Casciola](#)
To: [Sasha Del Giorgio](#)
Subject: RE: Labor Negotiations
Date: Thursday, May 25, 2023 10:39:11 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Both 3%.

From: Sasha Del Giorgio <SDelGiorgio@iwma.com>
Sent: Thursday, May 25, 2023 10:38 AM
To: Carey Casciola <carey@oceanocsd.org>
Subject: RE: Labor Negotiations

Would you have the COLA for FY 21/22 and FY 22/23?

Sasha Del Giorgio

Clerk of the Board



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Office (805) 782-8530

Direct (805) 781-2192

iwma.com



From: Carey Casciola <carey@oceanocsd.org>
Sent: Thursday, May 25, 2023 10:30 AM
To: Sasha Del Giorgio <SDelGiorgio@iwma.com>
Subject: RE: Labor Negotiations

Yes, section 36 Rates of Pay - 6% in FY 2023-24 and going forward with a CPI.

Health costs for FY 2022/23 :

EE – 950

ED – 1,600

EF – 2,000

Thanks,
Carey

From: Carey Casciola
To: Sasha Del Giorgio
Subject: RE: Labor Negotiations
Date: Thursday, May 25, 2023 10:29:56 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Yes, section 36 Rates of Pay - 6% in FY 2023-24 and going forward with a CPI.

Health costs for FY 2022/23 :

EE – 950
ED – 1,600
EF – 2,000

Thanks,
Carey

From: Sasha Del Giorgio <SDelGiorgio@iwma.com>
Sent: Thursday, May 25, 2023 10:05 AM
To: Carey Casciola <carey@oceanocsd.org>
Subject: RE: Labor Negotiations

Thank you! Did you receive a COLA? I do not see one reflected.

Sasha Del Giorgio

Clerk of the Board



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Office (805) 782-8530

Direct (805) 781-2192

iwma.com



From: Carey Casciola <carey@oceanocsd.org>
Sent: Thursday, May 25, 2023 8:24 AM
To: Sasha Del Giorgio <SDelGiorgio@iwma.com>
Subject: RE: Labor Negotiations

Please see the attached MOU.

In addition to the Allowances set forth above, the District will pay for certification and/or re-certification if necessary for the employee's current position and up to one step above what is required for the employee's current position subject to the General Manager's discretion and according to budgetary constraints on training and certification. The District will pay for employee travel costs relating to training and certification if the District requires the training and/or certification. In situations where training is optional, then the General Manager is authorized to pay for employee travel costs or to authorize cost sharing, including the determination of working hours associated with travel, with the employee. It is within the General Manager's sole and absolute discretion to determine travel expense allocation related to optional training and any such determination is final and non-appealable.

30. HEALTH

For all regular employees working full time, the district will pay 100% of the premiums for the employee only (EE) coverage up to \$1,000 per month, for the employee with one dependent (ED) up to \$1,700 per month, and for the employee with more than one dependent (EF) up to \$2,200 per month ("Benefit Payment Cap") with scheduled increases as detailed below effective July 1 annually. In the event an employee elects a plan option for himself or herself, inclusive of dental, vision and life insurance plans, in excess of the Benefit Payment Cap, the employee shall pay the cost for that plan in excess of the Benefit Payment Cap. If the employee and/or dependent cost of coverage does not meet the Benefit Payment Cap amount, the remaining dollars available may be deferred to a health savings account to be used for medical expenses on a "use it or lose it basis" that will reset to zero at the beginning of each calendar year. Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for the specific benefits described in Articles 31, 32, 33, and 34. The parties mutually understand and agree that the Benefit Payment Caps identified herein shall be phased in over the first five (5) years of the Term as follows:

2023/24

EE - \$1,000

ED - \$1,700

EF - \$ 2,200

2024/25

EE - \$1,050

ED - \$1,800

EF - \$ 2,300

2025/26

EE - \$1,100

ED - \$1,900

EF - \$ 2,400

2026/27

EE - \$1,150

ED - \$2,000

EF - \$ 2,500

2027/28

EE - \$1,200

ED - \$2,100

EF - \$ 2,600

The parties also mutually understand and agree that this MOU can be revisited, insofar as the foregoing health benefits are concerned, if the District elects to participate in the California Public Employee Retirement System health benefit plan or otherwise changes health insurance providers in a manner that would materially affect the health benefits described above.

31. DENTAL INSURANCE

The current Dental Insurance policy shall continue to be provided for each unit member and his/her dependents. The District shall pay 100% of the cost of employee and dependent coverage for such plan up to the Benefit Payment Cap. Any amount over the Benefit Payment Cap will be paid by the employee.

32. VISION CARE

The current Vision care policy plan shall be provided for each unit member and his/her dependents. The District shall pay 100% of the cost of employee and dependent coverage for such plan up to the Benefit Payment Cap. Any amount over the Benefit Payment Cap will be paid by the employee.

33. LIFE INSURANCE

The District shall provide accidental death insurance and pay to the insurance carrier 100% of all employees' premiums payable up to the Benefit Payment Cap. All eligible employees shall be covered by a life insurance plan with double indemnity. Coverage will be \$100,000 with the employee taxed on the cost of the premium exceeding \$50,000 of coverage.

26. BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary upon the death of any member of the immediate family. Such leave is available for each incident but shall be limited to 3 days (24 hours), where the death and service are within the State of California and up to five days (40 hours) where the death or service is outside the State. Bereavement Leave is limited to 40 hours annually and shall be exhausted when a total of 40 hours have been used in any calendar year. If bereavement leave has been exhausted, a covered employee may be elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below. The employee shall include their family relationship to the deceased on their Personnel Action Form.

27. DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

28. JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon Notification and appropriate verification submitted to his/her supervisor shall be Entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. The employee shall turn over his/her jury duty pay to the District. Temporary employees shall not be paid during their absence from work on jury duty.

29. ALLOWANCES

A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$300 payable in July of each year.

B. Employees in the operation and maintenance unit shall be provided uniforms once annually, as follows:

- 11 shirts either long sleeve or short sleeve per employee preference
- 11 pairs of pants
- 1 jacket
- Hats as needed

IN THE BOARD OF SUPERVISORS

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

____ day _____, 2022

PRESENT:

ABSENT:

RESOLUTION NO. _____

RESOLUTION APPROVING WAGE AND BENEFIT CHANGES FOR UNREPRESENTED EMPLOYEES, INCLUDING CERTAIN BENEFIT CHANGES FOR THE BOARD OF SUPERVISORS

The following resolution is hereby offered and read:

WHEREAS, pursuant to Resolution 80-99, the Board of Supervisors designated certain job classes as General Management, Operations and Staff, and Confidential; and

WHEREAS, the Management Representative, in consultation with the Board of Supervisors, has traditionally recommended salaries and benefits for unrepresented classes to the Board of Supervisors for adoption; and

WHEREAS, the changes provided for by this resolution shall only apply to those persons who are employed by the County on or after the date that this Resolution is adopted by the Board of Supervisors; and

WHEREAS, the changes or certain of the changes provided for by this resolution satisfy the requirements of County Code Sections 2.48.034 Administration of Management and Confidential Compensation Plan and 2.48.180 Prevailing Wage Ordinance; and

WHEREAS, unrepresented employees are in bargaining units (BU) 07 – Operations Staff, BU08 – General Management, BU09 – Department Heads, BU10 Elected Department Heads, BU11 – Confidential, BU16 – General Management Law Enforcement, and members of the Board of Supervisors are in BU17.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California as follows:

1. That the recitals set forth hereinabove are true, correct, and valid; and
2. That salary increases are approved for employees in BU07, BU08, BU09, BU10, BU11, and BU16 as follows and as detailed in Attachment A:
 - a. Effective the pay period including July 1, 2022, classifications with pay ranges

determined to be below market, with internal alignment, or recruitment and retention issues shall receive an equity increase. Additionally, all employees in BU07, BU08, BU09, BU10, BU11, and BU16 will receive a 3% across the board wage increase

- b. Effective the pay period including July 1, 2023, all employees in BU07, BU08, BU09, BU10, BU11, and BU16 will receive a 2.5% across the board wage increase
 - c. Effective the pay period including July 1, 2024, all employees in BU07, BU08, BU09, BU10, BU11, and BU16 will receive a 2.5% across the board wage increase; and
3. That County Cafeteria Plan contribution increases for employees in BU07, BU08, BU09, BU10, BU11, BU16, and Board of Supervisors in BU17 are approved as follows:
 - a. Effective the first paycheck in January 2023, the County Cafeteria Plan contribution for employees with one dependent shall increase from \$1,100 to \$1,175. The County Cafeteria Plan contribution for employees with two or more dependents shall increase from \$1,340 to \$1,475
 - b. Effective the first paycheck in January 2024, the County Cafeteria Plan contribution for employees with one dependent shall increase from \$1,175 to \$1,250. The County Cafeteria Plan contribution for employees with two or more dependents shall increase from \$1,475 to \$1,550
 - c. Effective the first paycheck in January 2025, the County Cafeteria Plan contribution for employees with one dependent shall increase from \$1,250 to \$1,300. The County Cafeteria Plan contribution for employees with two or more dependents shall increase from \$1,550 to \$1,625; and
 4. That the employee pension contributions rates for employees in BU07, BU08, BU09, BU10, BU11, BU16 and for the Board of Supervisors in BU17 shall not be increased for fiscal years 2023/24 and 2024/25; and
 5. That the current Wellness and Tuition Reimbursement programs for employees in BU07, BU08, BU09, BU10, BU11, BU16 and for the Board of Supervisors in BU17 are being combined into one Wellness and Development reimbursement program, and employees are eligible for up to a \$500 per year reimbursement; and
 6. That employees in BU07, BU08, BU09, BU10, BU11, BU16 shall be eligible to cash out up to 80 hours of accrued vacation one time per year provided that they have a balance of 80 vacation hours after the hours are cashed out; and



CalPERS Health Benefits Program
P.O. Box 942715
Sacramento, CA 94229-2715
888 CalPERS (or 888-225-7377)
www.calpers.ca.gov

HBD-110
Produced by CalPERS
Communications and Stakeholder Relations
Office of Public Affairs
August 2018.8.1

County	Anthem Medicare Preferred PPO	CAHP Medicare Supplement	CCPOA Medicare Supplement	Kaiser Permanente Senior Advantage	PERS Select, PERS Choice, & PERSCare Medicare Supplement	PORAC Medicare Supplement	UnitedHealthcare Group Medicare Advantage PPO
Placer	•	•	•	•	•	•	•
Plumas		•			•	•	•
Riverside	•	•	•	•	•	•	•
Sacramento	•	•	•	•	•	•	•
San Benito	•	•			•	•	•
San Bernardino	•	•	•	•	•	•	•
San Diego		•	•	•	•	•	•
San Francisco	•	•	•	•	•	•	•
San Joaquin	•	•	•	•	•	•	•
San Luis Obispo	•	•	•		•	•	•
San Mateo	•	•	•	•	•	•	•
Santa Barbara	•	•	•		•	•	•
Santa Clara	•	•	•	•	•	•	•
Santa Cruz	•	•	•	•	•	•	•
Shasta		•			•	•	•
Sierra		•			•	•	•
Siskiyou		•			•	•	•
Solano	•	•	•	•	•	•	•
Sonoma	•	•	•	•	•	•	•
Stanislaus	•	•	•	•	•	•	•
Sutter		•		•	•	•	•
Tehama		•			•	•	•
Trinity		•			•	•	•
Tulare	•	•	•	•	•	•	•
Tuolumne		•			•	•	•
Ventura	•	•	•	•	•	•	•
Yolo	•	•	•	•	•	•	•
Yuba		•		•	•	•	•
Out-of-State		•		•	▲	•	•

BENEFITS	PPO Basic Plans									
	PERS Select		PERS Choice		PERSCare		CAHP (Association Plan)		PORAC (Association Plan)	
	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO
Calendar Year Deductible										
Individual	\$1,000 ¹ (not transferable between plans)		\$500 (not transferable between plans)		\$500 (not transferable between plans)		N/A		\$300	\$600
Family	\$2,000 ¹ (not transferable between plans)		\$1,000 (not transferable between plans)		\$1,000 (not transferable between plans)		N/A		\$900	\$1,800
Maximum Calendar Year Co-pay or Co-insurance (excluding pharmacy)										
Individual	\$3,000 (co-insurance)	N/A	\$3,000 (co-insurance)	N/A	\$2,000 (co-insurance)	N/A	\$3,000 (co-insurance)	N/A	\$2,000	N/A
Family	\$6,000 (co-insurance)	N/A	\$6,000 (co-insurance)	N/A	\$4,000 (co-insurance)	N/A	\$6,000 (co-insurance)	N/A	\$4,000	N/A
Hospital (including Mental Health and Substance Abuse)										
Deductible (per admission)	N/A		N/A		\$250		N/A		N/A	
Inpatient	20% ²	40%	20%	40%	10%	40%	10%	Varies	20%	
Outpatient Facility/ Surgery Services	20% ²	40%	20%	40%	10%	40%	10%	40%	20%	

¹ Incentives available to reduce individual deductible (max. \$500) or family deductible (max. \$1,000) include: getting a biometric screening (\$100 credit); receiving a flu shot (\$100 credit); getting a non-smoking certification (\$100 credit); getting a virtual second opinion (\$100 credit); and getting a condition care certification (\$100 credit).

² Coinsurance waived for deliveries if enrolled in Future Moms Program.

BENEFITS	PPO Basic Plans									
	PERS Select		PERS Choice		PERSCare		CAHP (Association Plan)		PORAC (Association Plan)	
	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO
Emergency Services										
Emergency Room Deductible	\$50 (applies to hospital emergency room charges only)		\$50 (applies to hospital emergency room charges only)		\$50 (applies to hospital emergency room charges only)		\$50 (co-pay reduced to \$25 if admitted on an inpatient basis)		N/A	
Emergency	20% (applies to other services such as physician, x-ray, lab, etc.)		20% (applies to other services such as physician, x-ray, lab, etc.)		10% (applies to other services such as physician, x-ray, lab, etc.)		10% (applies to other services such as physician, x-ray, lab, etc.)		20%	
Non-Emergency	20%	40%	20%	40%	10%	40%	\$50+10%	\$50+40%	50% (for non-emergency services provided by hospital emergency room)	
		(payment for physician charges only; emergency room facility charge is not covered)		(payment for physician charges only; emergency room facility charge is not covered)		(payment for physician charges only; emergency room facility charge is not covered)		(co-pay reduced to \$25 if admitted on an inpatient basis)		
Physician Services (including Mental Health and Substance Abuse)										
Office Visits (co-pay for each service provided)	\$35 ^{1,2}	40%	\$20 ²	40%	\$20 ²	40%	\$20	40%	\$10/\$35 ²	20%
Inpatient Visits	20%	40%	20%	40%	10%	40%	10%	40%	20%	20%
Outpatient Visits	\$20	40%	\$20	40%	\$20	40%	10%	40%	20%	20%
Urgent Care Visits	\$35	40%	\$35	40%	\$35	40%	\$20	40%	\$35	20%
Preventive Services	No Charge	40%	No Charge	40%	No Charge	40%	No Charge	40%	No Charge	
Surgery/Anesthesia	20%	40%	20%	40%	10%	40%	10%	40%	20%	20%
Diagnostic X-Ray/Lab										
	20%	40%	20%	40%	10%	40%	10%	40%	20%	20%

¹ Reduced to \$10 if enrolled with personal doctor.

² \$35 for specialist visit.

PPO Basic Plans										
BENEFITS	PERS Select		PERS Choice		PERSCare		CAHP (Association Plan)		PORAC (Association Plan)	
	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO
Prescription Drugs										
Deductible	N/A		N/A		N/A		N/A		N/A	
Retail Pharmacy (not to exceed 30-day supply)	Generic: \$5 Preferred: \$20 Non-Preferred: \$50		Generic: \$5 Preferred: \$20 Non-Preferred: \$50		Generic: \$5 Preferred: \$20 Non-Preferred: \$50		Generic: \$5 Formulary: \$20 Non-Formulary: \$50		Generic: \$10 Brand Formulary: \$25 Non-Formulary: \$45 Compound: \$45	
Retail Preferred Pharmacy Maintenance Medications	Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Formulary: \$40 Non-Formulary: \$100		N/A	
Mail Order Pharmacy Program (not to exceed 90-day supply for maintenance drugs)	Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Preferred: \$40 Non-Preferred: \$100		Generic: \$10 Formulary: \$40 Non-Formulary: \$100		Generic: \$20 Brand Formulary: \$40 Non- Formulary: \$75	N/A
Mail order maximum co-payment per person per calendar year	\$1,000		\$1,000		\$1,000		N/A		N/A	
Durable Medical Equipment										
	20%	40%	20%	40%	10%	40%				
	(pre-certification required for equipment)		(pre-certification required for equipment)		(pre-certification required for equipment \$1,000 or more)		10%	40%	20%	20%

BENEFITS	PPO Basic Plans									
	PERS Select		PERS Choice		PERSCare		CAHP (Association Plan)		PORAC (Association Plan)	
	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO	PPO	Non-PPO
Infertility Testing/Treatment	Not Covered		Not Covered		Not Covered		Not Covered		50%	50%
Occupational / Physical / Speech Therapy	No Charge		No Charge		No Charge		10%	40%	\$20; Speech therapy: 10%	20%
Inpatient (hospital or skilled nursing facility)	No Charge		No Charge		No Charge		10%	40%	\$20; Speech therapy: 10%	20%
Outpatient (office and home visits)	20% (pre-certification required for more than 24 visits)	40%; Occupational therapy: 20%	20% (pre-certification required for more than 24 visits)	40%; Occupational therapy: 20%	10% (pre-certification required for more than 24 visits)	40%; Occupational therapy: 10%	10% (pre-certification required for more than 24 visits)	40% (pre-certification required for more than 24 visits)	\$20	20%
Diabetes Services	Coverage Varies		Coverage Varies		Coverage Varies		Coverage Varies		Coverage Varies	
Glucose monitors	Coverage Varies		Coverage Varies		Coverage Varies		Coverage Varies		Coverage Varies	
Self-management training	\$20	60%	\$20	60%	\$20	60%	\$20	60%	\$20	60%
Acupuncture	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	10% (acupuncture/chiropractic; combined 20 visits per calendar year)	40% (acupuncture/chiropractic; combined 20 visits per calendar year)	\$20 (10% for all other services)	20%
Chiropractic	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	\$15/visit (acupuncture/chiropractic; combined 20 visits per calendar year)	40%	10% (acupuncture/chiropractic; combined 20 visits per calendar year)	40% (acupuncture/chiropractic; combined 20 visits per calendar year)	\$20/up to 20 visits	20%

CalPERS Health Plan Benefit Comparison— Basic Plans

For more details about the benefits provided by a specific plan, refer to that plan's Evidence of Coverage (EOC) booklet.

BENEFITS	EPO & HMO Basic Plans							
	Anthem Blue Cross	Blue Shield	Health Net	Kaiser Permanente	Sharp Performance Plus	UnitedHealthcare SignatureValue Alliance	CCPOA (Association Plan)	Western Health Advantage HMO
	EPO Select HMO Traditional HMO	Access+ HMO & Access+ EPO Trio HMO	Salud y Más & SmartCare					
Calendar Year Deductible								
Individual	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Family	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum Calendar Year Co-pay or Co-insurance (excluding pharmacy)								
Individual	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)	\$1,500 (co-pay)
Family	\$3,000 (co-pay)	\$3,000 (co-pay)	\$3,000 (co-pay)	\$3,000 (co-pay)	\$3,000 (co-pay)	\$3,000 (co-pay)	\$4,500 (co-pay)	\$3,000 (co-pay)
Hospital (including Mental Health and Substance Abuse)								
Deductible (per admission)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Inpatient	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	\$100/ admission	No Charge
Outpatient Facility/ Surgery Services	No Charge	No Charge	No Charge	\$15	No Charge	No Charge	\$50	No Charge

CalPERS 2023 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2023

Region 2*

Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare, Ventura

Basic Monthly Premiums (B)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO	\$765.37	507	1	1	\$1,530.74	507	2	2	\$1,989.96	507	3	3
Anthem Blue Cross Traditional HMO	935.12	510	1	1	1,870.24	510	2	2	2,431.31	510	3	3
Blue Shield Access+ HMO	842.61	526	1	1	1,685.22	526	2	2	2,190.79	526	3	3
Blue Shield Access+ EPO	842.61	029	1	1	1,685.22	029	2	2	2,190.79	029	3	3
Blue Shield Trio HMO	760.71	088	1	1	1,521.42	088	2	2	1,977.85	088	3	3
Health Net Salud y Más	698.91	531	1	1	1,397.82	531	2	2	1,817.17	531	3	3
Health Net SmartCare	834.65	529	1	1	1,669.30	529	2	2	2,170.09	529	3	3
Kaiser Permanente	756.21	534	1	1	1,512.42	534	2	2	1,966.15	534	3	3
Peace Officers Research Assoc of CA	820.00	593	1	1	1,650.00	593	2	2	2,100.00	593	3	3
PERS Gold	695.93	614	1	1	1,391.86	614	2	2	1,809.42	614	3	3
PERS Platinum	1,014.80	602	1	1	2,029.60	602	2	2	2,638.48	602	3	3
Sharp Performance Plus	764.96	575	1	1	1,529.92	575	2	2	1,988.90	575	3	3
UnitedHealthcare SignatureValue Alliance	793.63	577	1	1	1,587.26	577	2	2	2,063.44	577	3	3
UnitedHealthcare SignatureValue Harmony	781.58	399	1	1	1,563.16	399	2	2	2,032.11	399	3	3

Supplement/Managed Medicare Monthly Premiums (M)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Medicare Preferred PPO	\$413.59	516	1	4	\$827.18	516	2	5	\$1,240.77	516	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	413.59	513	1	4	827.18	513	2	5	1,240.77	513	3	6
Anthem Medicare Preferred PPO	413.59	038	1	4	827.18	038	2	5	1,240.77	038	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	413.59	074	1	4	827.18	074	2	5	1,240.77	074	3	6
Blue Shield Medicare PPO	361.90	012	1	4	723.80	012	2	5	1,085.70	012	3	6
Blue Shield Medicare PPO with Dental/Vision ²	361.90	017	1	4	723.80	017	2	5	1,085.70	017	3	6
Kaiser Permanente Senior Advantage	283.25	537	1	4	566.50	537	2	5	849.75	537	3	6
Kaiser Permanente Senior Advantage with Dental ³	283.25	543	1	4	566.50	543	2	5	849.75	543	3	6
Kaiser Permanente Senior Advantage Summit	336.29	631	1	4	672.58	631	2	5	1,008.87	631	3	6
Kaiser Permanente Senior Advantage Summit with Dental ³	336.29	637	1	4	672.58	637	2	5	1,008.87	637	3	6
Peace Officers Research Assoc of CA Medicare Supplement	465.00	596	1	4	1,030.00	596	2	5	1,395.00	596	3	6
PERS Gold Medicare Supplement	392.71	617	1	4	785.42	617	2	5	1,178.13	617	3	6
PERS Platinum Medicare Supplement	420.02	606	1	4	840.04	606	2	5	1,260.06	606	3	6
Sharp Direct Advantage HMO	249.79	024	1	4	499.58	024	2	5	749.37	024	3	6
Sharp Direct Advantage HMO with Dental ⁴	249.79	026	1	4	499.58	026	2	5	749.37	026	3	6
UnitedHealthcare Group Medicare Advantage PPO	299.68	580	1	4	599.36	580	2	5	899.04	580	3	6
UnitedHealthcare Group Medicare Advantage Edge PPO	357.70	622	1	4	715.40	622	2	5	1,073.10	622	3	6
UnitedHealthcare Group Medicare Advantage PPO with Dental/Vision ⁵	299.68	586	1	4	599.36	586	2	5	899.04	586	3	6

*For health plan availability by county, please refer to the [2023 Health Benefit Summary](#) or [myCalPERS](#).

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

³Dental benefit is an additional \$15.35 per member per month premium. You will be billed directly for this amount.

⁴Dental benefit is an additional \$13.00 per member per month premium. You will be billed directly for this amount.

⁵Dental and Vision coverage is an additional \$26.03 per member per month premium. You will be billed directly for this amount.

2023 Dental and Vision Plan Deduction Codes and Premiums

State-Sponsored Dental Plans

Delta Dental PPO plus Premier Basic Plan—Represented Employees

Group Number: 9949-0101

Dental Org. Code: 351-007

Party Code	State Share	Employee Share	Total Premium
Party Code 1	\$38.12	\$12.71	\$50.83
Party Code 2	\$66.56	\$22.19	\$88.75
Party Code 3	\$96.21	\$32.07	\$128.28

Delta Dental PPO plus Premier Enhanced Plan—Excluded Employees

Group Number: 9949-2101

Dental Org. Code: 351-008

Party Code	Total Premium	
Party Code 1	\$52.87	EE
Party Code 2	\$104.06	EE+1
Party Code 3	\$146.18	EE+Family

Delta Dental Preferred Provider Option (PPO)—Excluded and Represented Employees

Group Number: 9946

Dental Org. Code: 351-018

Party Code	State Share	Employee Share	Total Premium
Party Code 1	\$34.84	\$11.61	\$46.45
Party Code 2	\$67.73	\$22.58	\$90.31
Party Code 3	\$101.91	\$33.97	\$135.88

Prepaid Dental Plans—State Pays 100%

DeltaCare USA

Group Number: 72003

Dental Org. Code: 351-009

Party Code	Total Premium
Party Code 1	\$19.44
Party Code 2	\$31.90
Party Code 3	\$44.13

CCPOA/Primary Dental (R06)

Group Number: Fee-For-Service

Dental Org. Code: 351-006

Party Code	State Share	Employee Share	Total Premium
Party Code 1	\$69.06	\$0	\$69.06
Party Code 2	\$69.06	\$0	\$69.06
Party Code 3	\$69.06	\$0	\$69.06

CCPOA/Western Dental (R06)

Group Number: Prepaid

Dental Org. Code: 351-249

Party Code	State Share	Employee Share	Total Premium
Party Code 1	\$69.06	\$0	\$69.06
Party Code 2	\$69.06	\$0	\$69.06
Party Code 3	\$69.06	\$0	\$69.06

CCPOA/Primary Dental (S06, M06, E06, C06)

Group Number: Fee-For-Service

Dental Org. Code: 351-246

Party Code	Total Premium
Party Code 1	\$37.00
Party Code 2	\$79.00
Party Code 3	\$135.00

State-Sponsored Vision Plans

VSP Basic Plan

Group Number: 30052011

Vision Org. Code: 475-001 (Non-CoBen) or 475-002 (CoBen)

Party Code	State Share	Employee Share	Total Premium (CoBen)
Party Code 1	\$8.27	\$0	\$8.27
Party Code 2	\$8.27	\$0	\$8.27
Party Code 3	\$8.27	\$0	\$8.27

VSP Premier Plan

Group Number: 30034581

Vision Org. Code: 361-475

Party Code	Employee Share	Total Premium (CoBen)	
Party Code 1		\$16.73	EE Only
Party Code 2		\$25.19	EE+1
Party Code 3		\$35.51	EE+Family

Attachment E

Employee Benefits Plan		
IWMA BENEFIT	RATE	DESCRIPTION
401(a) Retirement Contribution	19.53%	
457b Matching Contribution	Match	IWMA match employee contribution/2019 IRS max
FICA Employer		As provided by law
FICA Employee		As provided by law
Medicare Employer/Employee		As provided by law
Unemployment		As provided by law
Worker's Compensation	Varies	As provided by law.
Health Insurance	\$1,500/mo.	Employee + 1 (SDRMA Gold PPO Plan, includes vision & dental). The employees "+ 1" includes domestic partners if either registered through the State of California or authorized by a Notarized Affidavit of Domestic Partnership.
Post-Employment Health Plan	2%	2% of employee salary to Health Savings Account, via SDRMA
Life Insurance		\$50,000 coverage provided by IWMA
Long Term Disability	.298% x Salary	On first \$13,500/mo. of salary. Pays 66 2/3% of salary.
Mileage Reimbursement		As established by the Federal Internal Revenue Service
Sick Leave	12 days/yr	2080 hours max accrual, payoff of 400 hrs max @ 5 yrs
Sick Leave Exchange for Vacation	80 hrs for 40 hrs	Per fiscal year, must maintain a 30-day balance, after 5 yrs of service
Holiday	13 days/yr	12 holidays, 1 personal day
Administrative Leave	3-5 days/yr	3-days Confidential Status, 5-days Admin, No carry-over or payoff for unused time
Vacation Leave (320 hrs max)	10 Days/ Year	Beginning of service to end of fourth year
	15 Days / Year	Beginning of fifth year to the end of the ninth year
	20 Days / Year	Over 10 Years
Jury Leave		Regular pay while on jury duty, cannot claim jury pay
Paid Military Leave	20 days/fiscal yr	20 working days or 1 month's salary max-called to active duty

BENEFIT

Figure 13

MEDICAL BENEFIT RATES FOR 2021 – GUARANTEED UNTIL JANUARY 1, 2022

PLAN	Employee	Employee + 1	Employee + 2 or More
	AREA IV - Southern CA: Other Counties		
Fresno,* Imperial, Inyo, Kern, Kings, Madera, Riverside, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare			
*Fresno County: For Kaiser Active and Early Retiree rates please refer to Area VI rates per Kaiser Guidelines.			
Gold PPO	\$874.47	\$1,741.73	\$2,261.88
Platinum PPO	\$960.99	\$1,913.74	\$2,488.48
Silver PPO	\$629.33	\$1,255.57	\$1,628.43
EPO	\$973.35	\$1,938.46	\$2,518.35
HDHP 10%	\$767.35	\$1,530.58	\$1,987.90
HDHP 20%	\$631.39	\$1,262.78	\$1,640.79
Access+ HMO 15	\$943.48	\$1,886.96	\$2,447.28
Access+ HMO 20	\$878.59	\$1,751.00	\$2,277.33
Kaiser HMO 15	\$794.13	\$1,564.57	\$2,029.10
Kaiser HMO 20	\$759.11	\$1,494.53	\$1,937.43
AREA V - Out of State			
Gold PPO	\$1,024.85	\$2,047.64	\$2,663.58
Platinum PPO	\$1,120.64	\$2,244.37	\$2,915.93
Silver PPO	\$736.45	\$1,472.90	\$1,912.71
EPO	\$1,197.89	\$2,393.72	\$3,112.66
HDHP 10%	\$880.65	\$1,758.21	\$2,286.60
HDHP 20%	\$721.00	\$1,442.00	\$1,874.60
Access+ HMO 15	N/A	N/A	N/A
Access+ HMO 20	N/A	N/A	N/A
Kaiser HMO 15	N/A	N/A	N/A
Kaiser HMO 20	N/A	N/A	N/A
AREA VI - Northern CA: Sacramento			
El Dorado, Placer, Sacramento			
*Fresno County Kaiser Active and Early Retiree Rates			
Gold PPO	\$896.10	\$1,793.23	\$2,330.89
Platinum PPO	\$981.59	\$1,961.12	\$2,547.19
Silver PPO	\$645.81	\$1,294.71	\$1,683.02
EPO	\$1,047.51	\$2,099.14	\$2,724.35
HDHP 10%	\$787.95	\$1,578.99	\$2,050.73
HDHP 20%	\$649.93	\$1,298.83	\$1,688.17
Access+ HMO 15	\$1,054.72	\$2,110.47	\$2,744.95
Access+ HMO 20	\$979.53	\$1,962.15	\$2,550.28
Kaiser HMO 15	\$927.00	\$1,832.37	\$2,375.18
Kaiser HMO 20	\$894.04	\$1,767.48	\$2,290.72

Rates shown are for active, early retiree and public officials.

MEDICAL BENEFIT RATES FOR 2022 – GUARANTEED UNTIL JANUARY 1, 2023

AREA IV - Southern CA: Other Counties Fresno,* Imperial, Inyo, Kern, Kings, Madera, Riverside, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare *Fresno County: For Kaiser Active and Early Retiree rates please refer to Area VI rates per Kaiser Guidelines.	PLAN	Employee	Employee + 1	Employee + 2 or More
	Gold PPO	\$903.31	\$1,799.41	\$2,336.04
Platinum PPO	\$992.92	\$1,976.57	\$2,570.88	
Silver PPO	\$649.93	\$1,296.77	\$1,681.99	
Bronze PPO	\$595.34	\$1,187.59	\$1,540.88	
EPO	\$1,005.28	\$2,002.32	\$2,601.78	
HDHP 10	\$793.10	\$1,581.05	\$2,053.82	
HDHP 20	\$651.99	\$1,303.98	\$1,695.38	
Access+ HMO 15	\$974.38	\$1,948.76	\$2,527.62	
Access+ HMO 20	\$907.43	\$1,808.68	\$2,352.52	
Kaiser HMO 15	\$819.88	\$1,616.07	\$2,096.05	
Kaiser HMO 20	\$783.83	\$1,543.97	\$2,001.29	

AREA V - Out of State Early Retirees Only	PLAN	Employee	Employee + 1	Employee + 2 or More
	Gold PPO	\$1,058.84	\$2,115.62	\$2,751.13
Platinum PPO	\$1,157.72	\$2,318.53	\$3,011.72	
Silver PPO	\$761.17	\$1,521.31	\$1,975.54	
Bronze PPO	\$697.31	\$1,393.59	\$1,809.71	
EPO	\$1,237.03	\$2,473.03	\$3,215.66	
HDHP 10	\$909.49	\$1,815.89	\$2,361.79	
HDHP 20	\$744.69	\$1,489.38	\$1,936.40	
Access+ HMO 15	N/A	N/A	N/A	
Access+ HMO 20	N/A	N/A	N/A	
Kaiser HMO 15	N/A	N/A	N/A	
Kaiser HMO 20	N/A	N/A	N/A	

AREA VI - Northern CA: Sacramento El Dorado, Placer, Sacramento *Fresno County Kaiser Active and Early Retiree Rates	PLAN	Employee	Employee + 1	Employee + 2 or More
	Gold PPO	\$925.97	\$1,851.94	\$2,408.14
Platinum PPO	\$1,013.52	\$2,026.01	\$2,631.65	
Silver PPO	\$667.44	\$1,336.94	\$1,738.64	
Bronze PPO	\$611.82	\$1,224.67	\$1,592.38	
EPO	\$1,082.53	\$2,168.15	\$2,813.96	
HDHP 10	\$813.70	\$1,631.52	\$2,118.71	
HDHP 20	\$671.56	\$1,342.09	\$1,743.79	
Access+ HMO 15	\$1,089.74	\$2,180.51	\$2,835.59	
Access+ HMO 20	\$1,011.46	\$2,027.04	\$2,634.74	
Kaiser HMO 15	\$957.90	\$1,893.14	\$2,453.46	
Kaiser HMO 20	\$923.91	\$1,826.19	\$2,365.91	

MEDICAL BENEFIT RATES FOR 2023 – GUARANTEED UNTIL JANUARY 1, 2024

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$988.80	\$1,970.39	\$2,557.49
Platinum PPO	\$1,087.68	\$2,164.03	\$2,814.99
Silver PPO	\$711.73	\$1,420.37	\$1,841.64
Bronze PPO	\$651.99	\$1,300.89	\$1,687.14
EPO	\$1,101.07	\$2,192.87	\$2,848.98
HDHP 10	\$868.29	\$1,731.43	\$2,248.49
HDHP 20	\$713.79	\$1,427.58	\$1,856.06
Access+ HMO 15	\$1,067.08	\$2,134.16	\$2,767.61
Access+ HMO 20	\$993.95	\$1,980.69	\$2,576.03
Kaiser HMO 15	\$898.16	\$1,769.54	\$2,294.84
Kaiser HMO 20	\$857.99	\$1,690.23	\$2,191.84

**AREA IV - Southern CA:
Other Counties**

Fresno,* Imperial, Inyo, Kern, Kings, Madera, Riverside, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare

*Fresno County: For Kaiser Active and Early Retiree rates please refer to Area VI rates per Kaiser Guidelines.

Written Notice Sept.

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$1,159.78	\$2,316.47	\$3,012.75
Platinum PPO	\$1,267.93	\$2,538.95	\$3,298.06
Silver PPO	\$833.27	\$1,665.51	\$2,163.00
Bronze PPO	\$763.23	\$1,526.46	\$1,981.72
EPO	\$1,354.45	\$2,707.87	\$3,521.57
HDHP 10	\$996.01	\$1,987.90	\$2,586.33
HDHP 20	\$815.76	\$1,630.49	\$2,120.77
Access+ HMO 15	N/A	N/A	N/A
Access+ HMO 20	N/A	N/A	N/A
Kaiser HMO 15	N/A	N/A	N/A
Kaiser HMO 20	N/A	N/A	N/A

**AREA V - Out of State
Early Retirees Only**

PLAN	Employee	Employee + 1	Employee + 2 or More
Gold PPO	\$1,013.52	\$2,028.07	\$2,636.80
Platinum PPO	\$1,109.31	\$2,218.62	\$2,881.94
Silver PPO	\$731.30	\$1,463.63	\$1,903.44
Bronze PPO	\$669.50	\$1,341.06	\$1,743.79
EPO	\$1,185.53	\$2,374.15	\$3,081.76
HDHP 10	\$890.95	\$1,786.02	\$2,319.56
HDHP 20	\$735.42	\$1,469.81	\$1,909.62
Access+ HMO 15	\$1,193.77	\$2,387.54	\$3,105.45
Access+ HMO 20	\$1,107.25	\$2,219.65	\$2,885.03
Kaiser HMO 15	\$1,048.54	\$2,073.39	\$2,686.24
Kaiser HMO 20	\$1,011.46	\$1,999.23	\$2,590.45

**AREA VI - Northern CA:
Sacramento**

El Dorado, Placer, Sacramento

*Fresno County Kaiser Active and Early Retiree Rates

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Discussion of the Status and Impacts of the County of San Luis Obispo's
Consideration of Rejoining the IWMA.

BACKGROUND:

On March 21, 2023, the Board of Supervisors gave direction to county staff to initiate discussions with the San Luis Obispo County IWMA and its member agencies to rejoin the IWMA.

On April 12, 2023, your Board met to discuss the prospect of the County rejoining the JPA and gave IWMA staff direction to begin discussions. IWMA and County Department of Public Works (PW) staff have met and discussed the necessary logistics to bring the County back into the IWMA.

On June 14, 2023, your Board appointed an Ad Hoc Committee to engage with members of the County Board of Supervisors to discuss the process of rejoining the JPA and discuss representation on the IWMA Board.

Once we have an agreement on representation, IWMA Staff and County PW Staff can continue discussions and develop a potential timeline for the County to rejoin the IWMA.

RECOMMENDATION:

That your Board discuss the request from the County to return to the IWMA and provide staff with any direction if needed.

FISCAL IMPACT:

N/A

ATTACHMENTS:

None