# MEMORANDUM OF UNDERSTANDING
# BETWEEN
# TAHOE CITY PUBLIC UTILITY DISTRICT
# AND
# INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39
# COVERING
# ADMINISTRATION, UTILITIES, ENGINEERING, PARKS AND RECREATION

**EFFECTIVE JANUARY 1, 2020**

**THROUGH DECEMBER 31, 2023**

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## ARTICLE 1: RECOGNITION AND COVERAGE

This Memorandum of Understanding, hereinafter referred to as MOU, entered into by the Tahoe City Public Utility District, hereinafter referred to as the District or TCPUD and the International Union of Operating Engineers, Stationary Local No. 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and all other conditions of employment.

Pursuant to State Law, the District recognizes the Union as the exclusive negotiating agent for those job descriptions outlined in Exhibit A where employees work 1040 hours or more per year. Nothing in this Article shall preclude an employee from exercising his/her individual rights under State Law.

## ARTICLE 2: ENTIRE AGREEMENT CLAUSE (ZIPPER CLAUSE)

This Agreement sets forth the full and entire understanding of the parties regarding matters contained herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matter are hereby superseded. Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party during the life of the MOU to bargain collectively with respect to any matter, whether included or not included in this MOU, except as provided in this MOU.

## ARTICLE 3: UNION REPRESENTATION

A. Fee Payment Process

The District will deduct Union dues from a represented employee's pay upon submission by the Union of a written request. The Union's request shall include a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Union dues, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. The District will rely on the Union's certification as a representation that the authorization received from the employee includes that individual's affirmative consent to Union dues deductions and otherwise meets the requirements of state and federal law, including but not limited to applicable provisions of California Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution.

If the certification is not properly completed or submitted with the request, the District shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.

In making any authorized deductions for Union dues, the District shall rely on the Union's certification. If the Union has provided the required certification, it shall not be required to provide the District with a copy of the employee's authorization unless a dispute arises regarding the existence or terms of the authorization.

B. No Dues When on Unpaid Leave or Non-Pay Status

No employee covered by this provision shall have to pay any dues during an unpaid leave of absence of thirty (30) days duration or longer, if the employee is on unpaid leave due to the exhaustion of all paid leave benefits for which the employee is eligible. Each employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the authorized dues. In the case of an employee in a non-pay status during only a part of the pay period and the salary cannot cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

C. Union Initiation Fees and Changes to Deductions

The District will make a single deduction of an initiation fee from newly hired employees when they become Union members upon receipt of a request and certification by the Union, as required by Section (A) of this Article. The District will deduct one month's current and periodic Union dues from the pay of each member based upon a uniform dues schedule provided by the Union.

Requests from the Union for the District to change any dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law. The District shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union (in compliance with Section A of this Article), but only if the Union submits the request by noon on the last Friday of a pay period. If the District receives the request after that time, the District will implement any properly requested change during the following pay period. The District will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed.

D. Indemnification

The Union agrees to indemnify, defend, and hold harmless the District, including its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for any membership dues deductions the District made and any claims made by any member employees for any deductions, cancellation, or modification the District made in reliance on the information provided by the Union, provided that the District promptly notify the Union of any such matter for which it is seeking indemnification after the District knows of the occurrence of such matter. The Union further agrees to refund to the District any amounts paid to it in error, upon presentation of proper evidence thereof.

E. Role of Union

The District recognizes and agrees to deal with the Business Representative of the Union on all matters relating to grievance and the interpretation, application, and/or enforcement of the express terms of this Memorandum.

F. Steward List

The Union shall furnish the District with the name of any officers and shop stewards immediately after designation. Stewards will not be recognized by the District until such a list is received in writing by the General Manager.

G. Time off for Union Business

At the request of the Union, a steward may be allowed reasonable time off without loss of pay to attend Union meetings, new employee orientations, and those meetings between the Business Representative and the District. Such time off shall be subject to prior notification to, and approval by, the General Manager. Such time off may be during normal working hours at times when the steward is present for duty, if approved by the General Manager.

H. Steward Role

Upon the request of the aggrieved employee, a steward or representative of the Union may investigate a specified grievance and/or disciplinary action, provided it is in their assigned area of responsibility and assist in its presentation. They shall be allowed a reasonable time for this purpose during working hours without a loss of pay subject to prior notification and approval by their immediate supervisor. The Steward's duties, functions and responsibilities are limited to receiving complaints from the members; checking for violations of agreement, health and safety; investigating and reporting to the Local 39 Business Representative.

The Steward has no authority to seek adjustment of violations of the MOU, represent members in disciplinary interviews or Skelly hearings, or represent the membership in anyway at an arbitration hearing. All stewards shall keep to a minimum the time spent in fulfilling their duties.

## ARTICLE 4: PAYROLL DEDUCTION

Payment of Union Dues and Initiation Fees

The District/Employer will comply with Article 3 of this MOU and make a single deduction of an initiation fee from newly hired employees upon the Union's compliance with the request and certification requirements in Section (C) of Article 3.

Credit Union

District employees may authorize deductions from their paychecks by submission of signed authorization cards in a form satisfactory to the District. Such deductions may be for purposes of savings and loan payments, credit union payments and other approved uses.

Deferred Compensation

The employee at his/her option may elect to have wages deducted and paid into a deferred compensation plan approved by the Internal Revenue Service.

Flexible Spending Account

The employee at his/her option may elect to have wages deducted and deposited into a flexible spending account established and maintained pursuant to Section 125 of the Internal Revenue

Code. Monthly account maintenance fees, if applicable, shall be paid by the participating employee.

Federal PAC

The District will deduct PAC contributions on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, and shall be remitted to 1620 North Market Blvd. Sacramento, CA 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

## ARTICLE 5: PAYMENT OF SALARY

Salaries and classification are set forth in Exhibit "A" and incorporated herein by reference.

The pay period for all employees shall be based on a biweekly period. Salaries shall be computed in accordance with the following provisions:

- The regular salary for each employee shall be based on the actual number of days or hours worked in the period including authorized absences with pay, multiplied by the employee's daily or hourly rate.
- Special payments, including overtime and other special payments, shall be calculated in accordance with the pertinent provisions of this MOU.

Salaries shall be paid to all employees in accordance with the following schedule; provided, however, those employees who are not paid pursuant to the regular biweekly payroll may be paid on a different date:

- Regular salaries for each pay period shall be paid not later than the 5th weekday of the following week; except that if the 5th weekday of the following week falls on a non-work day, but is preceded by a work day, the salaries provided for herein shall be paid on the 4th weekday of said week; and except that if the 5th weekday of the following week falls on a non-work day and is preceded by a non-work day, the salaries provided for herein shall be paid on the first following work day of the next week.
- Special payments shall be made not later than the regular payroll for the period following that in which such payments are earned or accrued.

1. Changes/adjustments to salaries during the term of this agreement shall occur as follows:

a. As a result of the Compensation Study completed in September 2019, District will make a one-time six-percent (6.0%) adjustment to the current salary range matrix on January 1, 2020. Any employee who falls below the minimum of their designated salary range as a result of the 6.0% range adjustment will be brought back to minimum of their designated range.

   i. The following salary range adjustments will be made in addition to the range adjustment above for the purposes of establishing internal equity.

      1. The Accounting Technician Range will be moved up from 99 to 104 (5% range increase) to match the Administrative Technician Range.
      2. The Administrative Assistant II Range will be moved up from 85 to 93 (8% range increase) to match the Accounting Assistant II Range.
      3. The Administrative Assistant I Range will be moved up from 73 to 81 (8% range increase) to match the Accounting Assistant I Range.

b. A Cost of Living Adjustment (COLA) will be applied to base wage and salary range using the average of the two following Consumer Price Indices (CPI). Averages will be based on August to August percent change. COLA will be applied on January 1, 2020; January 1, 2021; January 1, 2022; and January 1, 2023.

   i. San Francisco-Oakland-Hayward, CA Urban Wage Earners and Clerical Workers (CPI-W) (BLS Series ID CWURS49BSA0).

   ii. United States City Average Urban Wage Earners and Clerical Workers (CPI-W) (BLS Series ID CWUR0000SA0).

   iii. If the COLA is less than 0.00%, no change will be applied.

c. Employees with a less than satisfactory performance appraisal at last review and who are on month-to-month performance review status will not receive the COLA increase until the review results in a satisfactory rating. At that time, he/she will receive the increase retroactively.

2. Employees shall be formally evaluated annually in January of each year for his/her performance during the preceding year for employees hired before January 1, 2002, and on the anniversary date of satisfactory completion of probation for employees hired after January 1, 2002 and promoted employees. If there is room to move within his/her designated salary range, a merit increase of 1.00 – 5.00% will be applied to the employee's base salary. The merit increase percentage will be equal to the numerical score from the performance appraisal subject to the discretion of the supervisor with concurrence of the Department Manager and General Manager. All performance based merit increases will be effective on January 1st for performance in the prior year or on the employee's anniversary date, as applicable.

3. Employees having more than one-year experience with the District and who have at least an annual performance evaluation in which the overall rating was "Achieves" or higher shall be eligible for a non-competitive promotion to the next position if such position exists. The employee must meet all the education, certification and licensing requirements for the position, and have demonstrated the ability to perform the full scope of duties required. All promotions to the next position will be in accordance with the Personnel Policy Manual and based on a business need for the position.

4. At the completion of 15 years of service with the District, an employee will receive a 2.5% longevity increase. This 2.5% amount will allow the employee to exceed the range of their position by 2.5%. Years of District service is defined as cumulative years with the District, which may or may not be consecutive.

MERIT INCREASES FOR CAPPED EMPLOYEES

*Capped Employee*

An employee whose Base Salary (excluding any longevity pay earned) is equal to the maximum of the Recommended Salary Range.

For employees who are evaluated at the 1st of every year, the COLA increase shall be applied to their Recommended Salary Range prior to determining their base salary above and the relative traditional performance increase and non-base performance incentive amounts.

The District will provide a non-base pay performance incentive program for employees who are capped in their salary range, as follows:

- They will be eligible for agreed upon COLA increases to their Earned Salary and Recommended Salary Range at the 1st of each year.
- They will not be eligible for traditional annual performance increases.
- They will be eligible for a non-base performance incentive pay amount at the time of their annual performance evaluation. This once per year lump sum payment will be an amount equal to half of their Earned Salary (Employee's Base Salary plus any earned Longevity Pay) multiplied by their performance evaluation score expressed as a percentage. This non-base performance incentive will not be added to the employee's salary and will not be CalPERS reportable.

*Transitioning Employee*

An employee whose Base Salary is reaching the top of their Recommended Salary Range "Capped".)

At the time of their annual performance evaluation, any employee who earns a performance evaluation score greater than the difference remaining between their Base Salary and their Recommended Salary Range maximum will receive a combination of: 1) a traditional annual performance increase to their Base Salary equal to the amount available to bring them to their Recommended Salary Range maximum with the earned performance increase amount also being applied to any earned Longevity Pay; and 2) a non-base performance incentive payment

for Capped Employees on the balance of their earned performance evaluation score as referenced above.

For example, an employee who has 2% of room left in their range and who earns a 3% performance evaluation score would receive the 2% added to their base salary as the traditional performance increase, bringing them to their salary range maximum. Added to that, they would then earn a non-base performance incentive equal to ½ of the remaining 1%.

BILINGUAL PAY

For those employees identified by Human Resources which have assigned duties involving the regular use of bilingual skills and are proficient in the other language as determined by Human Resources, a differential of 5% of base pay shall be provided. Regular use shall be defined as using the skill a minimum of twenty percent (20%) or more in the course of the employee's assigned duties. Exceptions to this requirement will be reviewed by Human Resources on a case by case basis.

Bilingual pay differential shall cease when the position is determined by the Human Resources Administrator to no longer require the bilingual skill or when the employee is assigned, transferred, promoted or demoted to a position not requiring the bilingual skill.

Requests to have positions considered for bilingual differential shall be submitted by the Department Manager to Human Resources, whose determination shall be final, and shall include:

- Position proposed for designation;
- Description of the bilingual duties being performed by each employee in sufficient detail to indicate the second language to be utilized, purpose, nature and frequency of use.

The District will establish an objective criteria, generally recognized by other agencies, to measure the individual's bilingual skills.

## ARTICLE 6: HOURS OF WORK

The hours of work, including authorized absences with pay, for all employees covered by this MOU, shall normally be considered forty (40) hours per week. All employees shall have a regular starting and stopping time as scheduled and approved by management. Whenever possible, advance notice of any change shall be given employees. Time in excess of forty (40) hours per week shall be paid at time and one-half or compensatory time off (see Article 7) at option of employee. Scheduling employees to work shifts shall be made solely by the District. A differential pay increase of 10% will be applied for any employee working a required scheduled 8-hour shift that starts on or prior to 4 AM. See Article 7 below for more detailed descriptive and agreed language relative to overtime and compensatory time off.

The Department Manager may require any employee to work in excess of the normal hours of work whenever the needs of the District so require. Such additional work shall be compensated in accordance with the provisions which govern overtime payment.

## ARTICLE 7: OVERTIME

Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the District. Overtime must be approved in advance, in writing or by direct verbal approval, by the Department Manager or supervisor. Only actual hours worked shall count in the determination of overtime in a day or in a week. Hours taken for non-working activities (CTO, sick leave, and general leave) will not be included in the calculation of hours worked for overtime purposes. Overtime is defined as the number of hours worked in excess of 40 hours in the regular workweek and in excess of eight hours per day, except as follows:

1. Recreational Seasonal Activity Overtime Rules: The District may allow employees assigned to the Recreation Division of the Parks and Recreation Department to work up to ten (10) hours in one day and no more than forty (40) hours in one week during seasonal activity functions. Any hours worked in excess of ten (10) hours in one day or forty (40) hours in one week will be subject to overtime payment consistent with the provisions of the MOU and applicable law, i.e., 1 1/2 times or 2 times the pay rate. The seasonal activity periods are defined as May 1 through September 15 and November 15 through March 15. Any Park employee of the Parks and Recreation Department may, on a voluntary and individual basis during the aforementioned defined seasons, and who is performing a recreational seasonal activity only, work up to ten (10) hours per day without any overtime compensation. In no event may Park employees work more than forty (40) hours per week without overtime. All Parks and Recreation employees of the Bargaining Unit will be compensated for overtime pursuant to the regular schedule, as described in this Article, in the non-seasonal activity periods. All Park and Recreation employees are encouraged to utilize CTO time as applicable and as stated in this Article.

Incidental overtime, defined as less than ten minutes non-recurrent extension of the workday/shift, is not compensable in any form.

All other overtime shall be compensable in increments of fifteen minutes. The employee and the employee's supervisor shall agree in advance per occurrence on whether overtime may be worked. Employees shall be paid at the rate of time and one-half (1-1/2) for hours worked in excess of his/her regular work shift. Pay at one and one-half times the employee's base hourly rate shall be entered on the payroll report in which the overtime was worked. All actual hours worked in excess of twelve (12) hours will be paid at double time. Continuous hours of overtime worked without rest that cross into the next day will be considered same day overtime, and will not be applicable as actual hours worked for the next day.

Employees, who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated. See Article 19 (Holidays). This compensation cannot be booked as Compensatory Time Earned.

Any prior approved overtime accumulated during the TCPUD pay period will be paid to employee during the regular pay period when the overtime was earned unless employee and management agree in writing that compensatory time will be accumulated rather than paid.

No employee shall be allowed to accumulate more than 80 hours of compensatory time in any calendar year.

All compensatory time accumulated within the fiscal year by an employee shall be taken within that year at mutually agreeable times so long as it does not create an undue hardship to the TCPUD. Any unused compensatory time at year-end will be paid at current rate.

Examples

- An employee's regular work shift begins at 7:00 a.m. and concludes at 3:30 p.m. The employee scheduled, in advance the use of General Leave or Compensatory Time Off, and is reporting to work at 9:00 a.m. The employee is called back to work at 6:00 p.m. and completes call back at 11:00 p.m. The employee will be paid six (6) hours at regular rate of pay (9:00 a.m. – 3:30 p.m.) and at the overtime rate of time and one-half (1 ½) for the five (5) hour period of call back (6:00 p.m. – 11:00 p.m.). Double time overtime does not apply as the actual hours worked by the employee did not exceed 12 hours for the day.
- An employee's regular work shift begins at 7:00 a.m. and concludes at 3:30 p.m. The employee is called back to work at 10:00 p.m. and completes call back at 3:00 a.m. The employee will be paid eight (8) hours at regular rate of pay (7:00 a.m. – 3:30 p.m.) and at the overtime rate of time and one-half (1 ½) for four (4) hours (10:00 p.m. – 2:00 a.m.) and at the overtime rate of double time (2x) for one (1) hour (2:00 a.m. – 3:00 a.m.). Employee is eligible for rest period from 3:00 a.m. to 11:00 a.m. and will receive regular rate of pay for four (4) hours (7:00 a.m. – 11:00 a.m.) of rest period. Employee is required to report to work at 11:00 a.m.
- An employee's regular work shift begins at 7:00 a.m. and concludes at 3:30 p.m. The employee is called back to work at 12:00 a.m. and completes call back at 4:00 a.m. The employee will be paid eight (8) hours (7:00 a.m. – 3:30 p.m.) at regular rate of pay and at the overtime rate of time and one-half (1 ½) for the four (4) hour period of call back (12:00 a.m. – 4:00 a.m.). Employee is eligible for rest period from 4:00 a.m. to 12:00 p.m. and will receive regular rate of pay for five (5) hours of rest period (7:00 a.m. – 12:00 p.m.). Employee is eligible to request remainder of day from General Leave as the rest period ends within four hours of regular work shift.
- An employee responds to an authorized order to return to work (call back) at 2:00 a.m. and completes call back work at 6:00 a.m. The District then requires employee to continue working until 12:00 p.m. at which time employee is sent home for the 8 hour rest period. The employee will be paid four (4) hours (2:00 a.m. – 6:00 a.m.) at the overtime rate of time and one-half (1 ½) and paid six (6) hours (6:00 am – 12:00 p.m.) at the overtime rate of double time (2x), and paid three (3) hours at the regular rate of pay for the overlap of the rest period with the regular scheduled shift.

## ARTICLE 8: STANDBY AND CALL BACK

Whenever it is necessary for the protection of public health, safety or welfare, an employee may be required to remain on standby for emergency work and/or to perform emergency work during off duty hours, and will be paid for such services, in addition to his/her regular monthly salary, as provided by the provisions of the Fair Labor Standards Act.

Any utilities or parks employee who is required to remain on standby for emergency work shall be assigned to standby duty for a one-week period and shall be compensated in the amount of $80 per weekday and $100 per weekend day and holiday. This compensation shall be all-inclusive for at-home, on-call duties including receiving phone calls and responding by phone to customers, except as noted below.

For Utilities employees only, in response to an alarm or call, the use of the electronic device to remotely access the District's computer telemetry and map system shall be paid overtime at time and one half (1-1/2) for actual time logged on, in 15-minute increments after the initial 15 minutes. Time associated with the use of such devices during a Call Back, or which lead to an authorized Call Back shall be considered included in the minimum two (2) hours of pay.

Any utilities or parks employee assigned to standby duty assumes the responsibility of providing a substitute when he/she is unavailable for emergency calls. The employee assigned to standby duty shall notify their supervisor in writing, using the On-Call Substitution Record, and notify the answering service of the name and telephone number of the substitute employee.

When utilities or parks employees are contacted during their standby period, they shall contact their supervisor or manager to receive approval before leaving for a worksite to respond to the call.

Utilities or parks employees assigned to standby duty shall be rotated, as per a posted schedule. Those employees so assigned shall have a vehicle supplied by the District whenever possible and shall be expected to be available at all times during the standby period.

During winter snow conditions an employee on standby will have a four-wheel drive vehicle provided if at all possible, at the discretion of management.

The TCPUD will provide a $150 per week vehicle allowance for business use of a personal vehicle comparable to a District vehicle for call-back transportation with TCPUD agreeing to indemnify the employee for any verifiable property damage to the vehicle not covered by insurance (i.e., deductible) or the property damage (fair market value) of the vehicle if by chance the vehicle was "totaled" while being used for response to the on call program and there was no property damage insurance.

Call Back Defined

After completing his/her normal work shift and leaving the workstation, an employee who responds to an authorized order to return to work to perform unscheduled emergency or non-scheduled work shall be paid at the overtime rate (1-1/2) for a two (2) hour minimum or the time actually worked, whichever is greater. Call back pay shall begin at the time the employee responds to the call to the time the employee returns home (Portal-to-Portal). Time worked for additional calls received during an initial Call Back, or prior to an employee returning home from the initial Call Back, shall be considered part of the initial Call Back.

Continuous hours of overtime worked without rest that cross into the next day will be considered same day overtime and will not be applicable as actual hours worked for the next day.

## ARTICLE 9: UNINTERRUPTED REST PERIOD

This Article outlines the conditions under which an employee shall be entitled to a rest period. The Department Manager or Supervisor reserves the right to mandate a rest period for any employee should they deem it the safest practice to do so in accordance with the following:

Any employee who has worked sixteen (16) hours in any consecutive 24 hour period will be entitled to a rest period of eight (8) consecutive hours immediately prior to the start of his/her next scheduled work shift.

Any employee who responds to an authorized order to return to work to perform unscheduled emergency or non-scheduled work (Call Back) where any portion of that call back period (see Call Back Defined in Article 8) falls between the hours of Eleven (11:00 pm) and Four (4:00 am), shall be entitled to a rest period of eight (8) consecutive hours upon completion of the call back work and prior to the start of his/her next scheduled work shift.

Should a rest period extend into an employee's next regular scheduled work shift, the employee shall receive straight-time rate of pay for that portion of the eight (8) hour rest period which overlaps the employee's regular scheduled work period, and that period will be considered actual hours worked. Employee will be required to report for work at the end of the rest period for the remainder of that regular scheduled work period. If, at the conclusion of the employee's rest period, the number of hours remaining on his/her regular work shift will amount to four (4) or less, the employee, with the approval from his/her supervisor, may use accrued General Leave or compensatory time off (CTO) to account for the time between the end of the rest period and the end of his/her regular work shift. Accrued General Leave or compensatory time off (CTO) used as described above will not be considered actual hours worked.

If, when an employee has become eligible for a rest period as outlined above and the District requires the employee to continue work beyond completion of the call back work, the employee will be paid double time for all hours worked until the employee is given a rest period of eight (8) consecutive hours.

If an employee becomes eligible for a rest period as outlined above and responds to an authorized order to return to work to perform unscheduled emergency or non-scheduled work during the eight (8) hour rest period, the employee will be paid double time for all hours worked until said employee has been relieved from duty for at least eight (8) consecutive hours.

## ARTICLE 10: WORKING OUT OF CLASS

On occasion, due to operational necessity, an employee may be required to perform a majority of essential duties of another classification with a higher salary range. In such cases, payment for out-of-class work shall be 5% above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be at the minimum of the higher classification and no more than the maximum pay of the higher classification.

Eligibility for out of class pay will be subject to the following conditions:

- The assignment to work in the higher classification must be made in advance by the Department Manager and approved by the General Manager.

- Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher level position. Consideration shall be given to the employee's ability and qualifications to perform at a higher level and whether the lower level position is in direct line and job scope of the higher class.

An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least five (5) consecutive work days.

Out of class assignments shall not be used to circumvent the hiring process and will last no longer than 60 calendar days unless an extension can be mutual agreement upon by the Union and the District.

## ARTICLE 11: EXTRA HELP ASSIGNMENTS

Extra help (temporary) employees work on an as-needed basis for an hourly wage providing miscellaneous services to the District. Duration is usually seasonal in nature and may be on a part-time or full-time basis; however, that duration is not expected to exceed 1,040 hours in any calendar year. Accordingly, extra help (temporary) employees shall not be entitled to any benefits of this MOU (save and except those statutory benefits which may apply to such an employee if he/she works in excess of 1,000 hours in any fiscal year). An employee who meets the eligibility requirements as per Federal, State, Local law or California Public Employees' Retirement law will then be eligible for health benefits described elsewhere in this MOU.

Such work of the extra help (temporary) employee is normally done on call at irregular intervals or without a set pattern, usually to meet peak workloads or temporary conditions such as vacation relief, paid sick leave, seasonal needs and other situations involving a fluctuating staff.

Extra help employees SHALL NOT be used to replace permanent personnel. Should an employee in this category apply for a regular, full-time position and be accepted for that position, then NONE of this employee's time accrued as an extra help (temporary) employee shall apply to lessen or diminish the time spent in the probationary period as described elsewhere in this MOU.

## ARTICLE 12: ASSIGNMENTS REQUIRING MOTOR VEHICLES

1. Business Use of Personal Vehicles

Whenever it is necessary for an employee to use a motor vehicle in the performance of assigned duties, he/she shall have such vehicle furnished to him/her or he/she shall be compensated equal to the standard mileage rate allowed in the Internal Revenue Code for the first 15,000 miles of business use of a personal vehicle.

Any employee who operates his/her personal vehicle in the course of their employment shall provide a certificate of insurance reflecting active insurance of at least the minimum required by law.

2. Driving Policy

Any employee who is required to use a motor vehicle in the course of performing job duties shall comply with all applicable laws of the State of residence and issuance of license well as the following driving policy:

Employee Warning Status

a. Any employee with any combination of incidents, i.e., three "at fault" accidents or two moving violations as defined in the California Vehicle Code (CVC) within the last two (2) years of employment shall be placed on "warning" status. A violation received in connection with an "at fault" accident shall be combined and counted as one incident. An "at fault" accident shall consist of an accident for which a sheriff, police or highway patrol report attributes fault to the employee, or an accident for which no such report was prepared with injury or property damage in excess of $1,000.00 which the General Manager determines to be the majority fault of the employee.
b. Any employee on warning status shall be subject to quarterly Department of Motor Vehicles (DMV) checks at the discretion of the General Manager.

3. Driving Limitations

a. Any employee with any combination of incidents, i.e., three at fault accidents or three moving violations (see definitions in 2A) within the last three (3) years of employment, shall not be allowed to drive during the course of their employment, unless:

i. A DMV sanctioned defensive driving class is satisfactorily completed; and

ii. On a case-by-case basis the District receives approval from the District's insurer to maintain the employee's insurability under the District's policy of insurance, and, therefore permit the employee to drive in the course of their employment.

An employee not in compliance with this paragraph may be subject to disciplinary procedures in accordance with this MOU.

b. Any employee who, within the last five (5) years of employment, has any of the following DMV reported driving incidents or convictions shall be prohibited from driving in the course of their employment:

i. Two driving while under the influence offenses; two driving while license is suspended or revoked offenses; two reckless or speed contest violations; or a combination of any two of these violations;

ii. Hit and run;

iii. Homicide or assault arising out of the operation of a motor vehicle.

An employee not in compliance with this paragraph may be subject to termination in accordance with this MOU.

4. Applicability of Subparagraphs 1, 2 and 3 Existing Employees

The provisions of subparagraphs 3.b.(1), 3.b.(2) and 3.b.(3) shall apply to all employees regardless of whether the incidents occur within or outside the course of employment;

5. Seat belts that are furnished in District vehicles shall be properly used, and every employee shall be fully informed that use of seat belts is a mandatory safety requirement. Cell phones shall not be used in violation of California law.

## ARTICLE 13: ASSIGNMENTS REQUIRING TRAVEL

Employees assigned or authorized to travel in the performance of duties will be reimbursed for reasonable and necessary travel and meeting expenses incurred on official District business while ensuring sound fiscal control over these expenses.

Meal expenses shall be reimbursed at amount set by the United States General Services Administration. Daily per diem applies and excludes conference-arranged meals. Transportation and lodging shall be reimbursed at actual cost. Refer to the Personnel Policy Manual for specific guidelines.

## ARTICLE 14: CELLULAR TELEPHONE

On a voluntary basis, employees assigned primarily to field duties (Utilities and Parks Departments, Construction Inspectors, Engineering Technicians, and Recreation staff) are eligible to receive a $35.00/month stipend for use of their private cellular telephone during approved work hours. Administrative and other staff are eligible to receive $20.00/month for same.

In order to receive stipend as described above, eligible employee must sign Cellular Telephone Usage Agreement. Use of employee phone for specified District business will include phone call/text/camera use only. Bargaining Unit Employees are expressly prohibited from accessing District email/District network from personal device. Refer to the Personnel Policy Manual for specific guidelines.

## ARTICLE 15: UNIFORMS

All Bargaining Unit employees are eligible for the uniform reimbursement. The District will reimburse employee, upon proof of purchase by receipt, up to the annual uniform allowance amount stated below, prorated per covered employee as necessary, for the purchase of uniforms, approved work clothing including boots and jackets for field staff, and logo-wear clothing. The type, style and color of the uniforms worn shall be at the discretion of the respective Department Manager. Uniforms shall be kept in a clean condition and good state of repair at the employee's own expense. The District logo is expressly owned by the District.

One set of foul weather gear consisting of waterproof pants, coat, hood, one thermal base layer set, and gloves shall be supplied by the District for use by any field staff requiring such gear. Foul weather gear shall be used exclusively during the performance of District work. Worn gear must be turned in to the District in order to obtain a replacement with the exception of thermal base layer, which will be provided once per year. Foul weather gear, with the exception of the thermal base layer, shall be returned to the District upon discontinuance of employment, including the end of seasonal employment.

The annual uniform allowance amount for employees within the Utilities and Parks Departments field staff shall be $575 for the term of this agreement. Construction Inspectors I and II field staff, Engineering Technicians I and II field staff, and Recreation Department staff uniform allowance shall be 75% of the Utilities and Parks Department field staff. Office staff uniform allowance shall be 50% of the Utilities and Parks Departments field staff for TCPUD-logo office apparel only.

This program is expanded on a pro-rata value for employees who work in the field and includes management's right to adjust downward for less than 100% field time, with no take away for existing classifications receiving this benefit.

Employees should not wear TCPUD logo-wear off-duty except for incidental errands on the way to and/or from work or to attend TCPUD-sanctioned events and social occasions. Employees should act in a professional manner and in accordance with the TCPUD PPM and this Agreement at all times while wearing logo-wear.

All logo-wear purchased by employee and reimbursed by the TCPUD shall be returned to the TCPUD at separation or at such time the clothing has reached the end of its useful life. Under no circumstances should logo-wear be discarded, donated to third parties or delivered to thrift shops.

## ARTICLE 16: EDUCATIONAL ASSIGNMENTS

When practical and beneficial to the District, employees may participate in special educational and training programs. Employees are encouraged to upgrade their capabilities through training and special schooling.

The District shall pay all costs incurred for special training or license that is assigned or required by the District. The District shall reimburse most cost effective amounts for books, tuition and lab fees for courses independently arranged by employee subject to prior approval by the Department Manager of the cost and content. Proof of satisfactory course completion is required to obtain the District's financial participation.

## ARTICLE 17: REST (BREAK) PERIOD

All District employees shall be allowed two paid fifteen (15) minute breaks, one during the first half of the shift and another during the second half of the shift.

## ARTICLE 18: LUNCH PERIOD

All District employees shall be allowed a lunch period of not less than thirty minutes or more than one hour which shall be taken generally in the middle of the work shift.

All employees are required to take a lunch period. Any exception requires the prior approval of the Department Manager.

## ARTICLE 19: HOLIDAYS

Eligible employees shall be entitled to the following holidays with pay, and no others, unless affirmatively made so by resolution of the Board of Directors.

| | |
|---|---|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Floating Holiday |

If a holiday falls on a Sunday, it is observed on Monday. Holidays that fall on Saturday are observed on the preceding Friday.

If a holiday falls on a day off, the employee gets the next regular work day off.

In the event an employee is required to work on a holiday, he/she shall receive pay at a rate of one and one-half times his/her daily rate, plus holiday pay. This compensation cannot be booked as Compensatory Time Earned.

The floating holiday must be requested in writing and approved by the supervisor in advance of use. Like all other holidays, the floating holiday must be used within the calendar year and does not accrue or roll-over to the next year.

## ARTICLE 20: GENERAL LEAVE WITH PAY

General Leave with pay shall be earned by eligible employees based on time in service from date of employment. Years of District service is defined as cumulative years with the District and may or may not be consecutive years.

1. General Leave credit shall accrue to the eligible employee on a bi-weekly basis.
2. Eligible employees who have less than five full years of service shall accrue General Leave on the basis of 1.25 days for each full month of service (15 working days per year) for employees hired after 1/1/07 and 1.33 days for each full month of service (16 working days per year for employees hired prior to 1/1/07.
3. Eligible employees who have completed five years of service shall accrue General Leave on the basis of 1.83 days for each full month of service (22 working days per year).
4. Eligible employees who have completed ten years of service shall accrue General Leave on the basis of 2.25 days for each full month of service (27 working days per year).
5. Eligible employees who have completed 15 years of service shall accrue General Leave on the basis of 2.33 days for each full month of service (28 working days per year).
6. Eligible employees who have completed 20 years of service shall accrue General Leave on the basis of 2.41 days for each full month of service (29 working days per year).
7. Eligible employees who have completed 25 years of service shall accrue General Leave on the basis of 2.58 days for each full month of service (31 working days per year).

General Leave Account

A. General Leave shall be used for:

(1) Scheduled vacation leave.

(2) Scheduled personal leave.

(3) The initial hours of illness or accident related absences, unless the employee qualifies for Workers' Compensation benefits, require the use of General Leave prior to any use of Sick Leave Reserve as described below. Such use requires that the employee notify his/her immediate superior or Department Manager, when giving notice is reasonable, prior to the time set for performing his/her daily duties. The initial use of General Leave for illness or injury shall apply as follows:

a. First consecutive 8 hours of absence for employees with less than 80 hours of accrued combined General Leave and Sick Leave Reserve at the beginning of the affected payroll period.

(4) When an employee qualifies for Workers' Compensation benefits, the provisions of Article 26 shall prevail.

B. The maximum accumulation in the General Leave account at any point in the year, shall be 40 working days (320 hours). General Leave accrual will immediately cease once an employee reaches 320 hours. Once the employee uses General Leave to bring his/her balance below 320, he/she will begin to accrue General Leave. In the event the District denies an employee's use of General Leave for time off, the District will automatically cash out an amount of General Leave equal to time off requested.

C. An employee who has more than six months of service and who separates or is terminated from District service shall be paid the monetary value of his/her full General Leave account.

Cash Out of General Leave for Extraordinary Life Events or Disaster

In the case of extraordinary life events such as, but not limited to: critical illness, death, purchase of a home, divorce, accident, relocation, natural disaster, fire, flood; employees may request cash payment of their General Leave. Approval of the General Manager is required.

All employees who have more than six months of service shall be eligible to use accrued General Leave. The Department Manager shall determine the period when accrued General Leave may be taken by each employee, consistent with the requirements of the department.

## ARTICLE 21: SICK LEAVE WITH PAY

1. Sick Leave with pay shall be earned by eligible employees based on time in service from date of employment. Years of District service is defined as cumulative years with the District and may or may not be consecutive years.

For the first five years of full time, permanent employment with the TCPUD, Sick Leave shall accrue on the basis of .666 day per full month of service (8 working days per year) and shall be credited to the eligible employee on the first of the month following that in which it is accrued.

Commencing with the first day of the sixth year of employment, Sick Leave shall accrue on the basis of one-half day (.5) per full month of service (6 working days per year) and shall be credited to the eligible employee on the first of the month following that in which it is accrued.

2. Sick Leave Reserve account shall be for eligible employees.

   a. Sick Leave Reserve shall be used for illness or accident related absences that extend beyond the required initial consecutive General Leave hours, as described in Article 20. The initial consecutive hours of any such absence shall be charged to the General Leave account or compensatory time. After the initial hours of General Leave, any succeeding hours of absence may be charged to the Sick Leave Reserve account.
   b. When an absence is for more than 3 consecutive days, the Department Manager may require the employee to file an affidavit or physician's certificate documenting the need for the absence.
   c. The General Manager may approve the intermittent direct use of Sick Leave for an ongoing injury or illness upon proper proof.
   d. When the Sick Leave Reserve account is depleted, the employee may elect to use any General Leave hours, which may be available in the General Leave account. Such leave shall be converted at the rate of 1 hour of General Leave for 2 hours of Sick Leave.
   e. There is no maximum accumulation in the Sick Leave Reserve account.
   f. When an employee separates or is terminated from District service, there shall be no payment for unused Sick Leave Reserve account accumulation.
   g. Upon separation from District employment for retirement, accumulated Sick Leave reserve may be applied to extend the employee's length of service for retirement purposes under present Public Employees' Retirement System.

3. Following any absence for serious illness, injury or exposure to contagious disease, whether or not General Leave or Sick Leave Reserve was used, the Department Manager may require a statement by a medical doctor that the employee is fit to return to duty.

   Eligible employees may use Sick Leave for the purposes specified in this Section:

   a. Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing his/her duties because of personal illness, injury or dental work.
   b. Absence from duty for medical, dental or vision examination and/or treatment under circumstances not involving quarantine or incapacity; provided, however, that such absences shall be scheduled at the discretion of the Department Manager.

c. Absence from duty for the diagnosis, care and treatment of existing health conditions or for preventive care for a spouse or registered domestic partner, a child, parent, parent-in-law, grandparent, grandchild, sibling or close relative residing with the employee.
d. Absence from duty for an employee who is the victim of domestic violence.
e. Absence from duty necessitated by pregnancy, childbirth or related medical conditions.
f. Upon separation from District employment for retirement, accumulated Sick Leave may be applied to extend the employee's length of service for retirement purposes under CalPERS.
g. For the term of this contract, Sick Leave may be bought down at 70% of current pay rate for the direct payment of purchasing previous CalPERS military service credit and CalPERS 457 Plan deposits, with the minimum cap on Sick Leave balance to be left on the books as following:
   i. 3 years from age 55 retirement - 300 hours
   ii. 2 years from age 55 retirement - 200 hours
   iii. 1 year from age 55 retirement - 100 hours
   iv. Upon age 55 retirement – 0 hours

It shall be the mandatory duty of the Department Manager to enforce the provisions of this Section and to record such absence for Sick Leave.

The Department Manager may require the employee to provide adequate evidence to substantiate the necessity for use of Sick Leave with pay and shall approve any necessary use.

Note: For General Leave, general holiday or other related leave benefit, TCPUD will pay to each Bargaining Unit employee their General Leave payments premised upon their current pay rate during the quarter at which time the General Leave is taken.

## ARTICLE 22: FAMILY CRITICAL INJURY/ILLNESS AND BEREAVEMENT LEAVE

Family Critical Injury/Illness Leave

Family Critical Injury/Illness Leave is limited to the time definitely required up to five days, limited to one occurrence per year unless approved by the General Manager, and is for the critical injury or illness of a parent, spouse or registered domestic partner, child, grandparent, grandchild, sibling, or parent-in-law. Proof of injury or illness is to be provided upon request. Pay received under this Section shall be integrated with and reduced by the amounts paid under the PFL program where applicable.

Bereavement Leave

Bereavement Leave is limited to the time definitely required up to five days and is for the death of a parent, spouse or registered domestic partner, child, grandparent, grandchild, sibling, parent-in-law, or the death of any relative residing with employee at the time of death.

## ARTICLE 23: LEAVE FOR JURY DUTY

Full time, year-round employees and full time seasonal employees shall be allowed time off with pay, if required, in connection with jury duty.

The employee shall notify the Department Manager immediately upon receiving notice of jury duty.

## ARTICLE 24: MILITARY ABSENCE

Eligible employees shall be allowed pay while on military duty for training in compliance with the Military & Veteran's Code, Section 395 et. esq.

## ARTICLE 25: STATE DISABILITY INSURANCE

The District shall deduct premiums from the pay of eligible employees covered by the Union Bargaining Unit and remit to the State Disability Insurance program coverage.

An employee who has suffered possible injury shall immediately undergo such medical examination, as the District deems necessary. He/she shall not be considered absent from duty during the time required for such examination.

Any employee who is injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as are awarded under Workers' Compensation laws of California.

During any period of disability for which payment is not provided under Workers' Compensation Insurance, the employee shall be entitled to benefits provided pursuant to California State law and placed on disability leave with pay to the extent of any leave with pay, which he/she has accrued

The District will coordinate disability benefits with Sick Leave benefits if the employee so elects, as per the provisions of the District's Personnel Policy Manual, and the Family Medical Leave Act. After Sick Leave benefits are exhausted, General Leave may be used.

Retirement benefits will not accrue during the period that compensation is not received.

## ARTICLE 26: WORKERS' COMPENSATION INSURANCE

An employee who has suffered possible injury in the performance of District duties shall immediately undergo such medical examination, as the District deems necessary. He/she shall not be considered absent from duty during the time required for such examination.

If an employee is injured on the job, the supervisor shall immediately notify the General Manager and shall promptly provide such information as may be requested.

An eligible employee who is unable to perform an appropriate work assignment because of disability incurred in the performance of assigned District duties shall be entitled to benefits provided pursuant to the California Workers' Compensation Insurance Act.

During any period of disability for which payment is provided under Workers' Compensation Insurance, the employee will continue to receive his/her full wages in the form of Workers'

Compensation benefit payment checks plus District salary for a period of 15 working days without deduction from accrued leave. Thereafter, the employee may elect to:

- Continue to receive full salary from the District to the extent of any Leave with pay, which he/she has accrued; or
- Receive the Workers' Compensation benefit checks only, receiving no compensation from or charge to accrued Leave.

If an employee elects, or is unable to coordinate accumulated Sick Leave/General Leave credits with Workers' Compensation benefits, the District will continue to pay group health, life, dental, and long-term disability insurance during the employee's absence for a District work related injury for a period of ninety (90) days. Thereafter, if applicable, The Family and Medical Leave Act provisions shall apply. Such period shall begin with the first day off work. Retirement benefits will not accrue during the period that compensation is not received.

Sick Leave and General Leave credits will continue to accrue for the ninety (90) day period. At the end of the ninety day period, any employee may petition the District to continue benefits as long as there is clear and compelling evidence that he/she will be capable of returning to active duty and state in writing that they have the desire and intent to do so.

An employee receiving only Workers' Compensation benefits will be placed on disability leave in accordance with state law, and the Family Medical Leave Act, except for the foregoing conditions.

All disability leave provisions of this Article shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under Workers' Compensation Insurance, retirement, termination from District employment or death.

## ARTICLE 27: PHYSICAL EXAMINATION

Post Hire Fitness For Duty Examination:

Any employee may be required to take and pass a fitness for duty medical/physical and or/psychological assessment conducted by a physician or in the case of only a psychological assessment by a physician, psychologist or licensed MFCC or LCSW whenever, in the reasonable judgment of the Department Manager and General Manager, the best interests of the District require such an examination.

Employees who, in the opinion of the designated treating professional, are physically incapable of meeting the essential job functions, including requirements of his/her position (as more fully described in the applicable job description), may be reclassified, placed on leave within the parameters of the District's Rules and Regulation, Article 38 of this MOU, or may be separated from employment if physically incapable to perform.

## ARTICLE 28: ANNUAL PERFORMANCE APPRAISAL

For employees whose evaluations come due at January 1 of each year, performance appraisals shall be completed by January 25th by the supervisor for all regular, regular modified schedules, and new employees. For employees whose evaluation dates fall on the anniversary of the date of the completion of probation, performance appraisals shall be completed within

30 days of that date. Supervisors shall report on the nature of the service rendered by each of their subordinates. The supervisor shall review the report with the employee before submitting it to the General Manager. The report will be in written form and may be subsequently modified by the TCPUD in reasonable meet and confer sessions with the Bargaining Unit.

If an employee is dissatisfied with his/her performance appraisal, the employee may confer successively with the employee's immediate supervisor, the head of the employee's department, and the General Manager. If the employee believes the employee performance appraisal does not correspond to the facts, the employee may appeal to the General Manager who shall make the final decision regarding the performance appraisal. A performance appraisal rating of "Unsatisfactory" shall be considered to fail to meet minimum efficiency standards. Employees receiving an annualized "Unsatisfactory" performance appraisal rating may be dismissed from District service, and if two consecutive annualized performance appraisal ratings of "Unsatisfactory" are made, the employee shall be dismissed from District service. Action taken under this Article is subject to the grievance procedure.

Merit increases described in Article 5, and when approved, will become effective on January 1, for those employees who are scheduled for their annual review in January or on the scheduled review date for all others.

Any employee who is disabled either as the result of a workers' compensation injury or for non-work related reasons and is unable to perform his/her duties during an entire annual evaluation period, shall not receive an evaluation nor be rated for purposes of that annual performance based merit assessment and calculation.

## ARTICLE 29: HEALTH INSURANCE, FLEXIBLE SPENDING ACCOUNT, HEALTH REIMBURSEMENT ARRANGEMENT, DENTAL/VISION INSURANCE, LIFE/LONG TERM DISABILITY INSURANCE, RETIREMENT, AND POST RETIREMENT MEDICAL BENEFITS

The District shall make available to eligible employees health, dental, vision, life insurance, and long-term disability insurance plans. Eligibility for health, dental and vision shall be based on Section 4980H of Title 26 of the United States Code and applicable United States Treasury Department regulations and interpretive guidance. Eligibility for life insurance and long-term disability shall be based upon full time hours of employment.

The District shall provide and pay the full premium for coverage at least equal to the minimum standards shown below, except for those employees who prove equivalent personal coverage for medical and/or dental and/or vision. Coverage may be offered through a cafeteria plan by conventional insurance, self-insurance, preferred provider plan, or a combination thereof. The District may change insurance carriers or method of providing coverage at any time after meet and confer sessions with Union.

In the event there is a change in carriers or plans, such plans shall include reasonable cost containment provisions customarily utilized by most carriers, such as; second opinion for certain surgical procedures, hospital pre-admission review, emergency room use rules, and outpatient surgeries for certain surgical procedures. Such provisions shall not result in increased direct medical costs to individuals.

Any change in benefits, deductible, or co-pay-benefits that is dictated by the CalPERS Employee Board, will automatically pass through to the employees subject to meet and confer requirements.

For those employees who prove equivalent personal coverage for health and/or dental and/or vision, the District will provide 50% of the cash value. Cash value will be based upon the lowest cost health premium available.

BENEFIT SCHEDULE

The classification and status of benefits for those employees subject to this MOU shall be as follows:

| Classification | Characteristics | Benefits |
|---|---|---|
| Regular - modified schedule | Works abridged schedule of at least 30 hours per week year round but appointment is less than 2,080 hours per year | Statutory benefits and prorated fringe benefits of regular, full-time positions |
| Regular, full time | Works full time, year round schedule; appointment is for 2,080 hours per year | All statutory and fringe benefits |

HEALTH INSURANCE

TCPUD employees may review, or if desired obtain a copy of, the available compendium of coverage's offered through the CalPERS program for Region 1 and which are applicable to the employee. To review or obtain a copy of the Summary of Benefits describing the coverage's, please see Human Resources.

The District will contribute to cover the amount sufficient for CalPERS Choice rates for employees and dependents at no cost to employee for the term of the MOU (may be different for each employee). Should an employee choose a higher premium plan, the employee shall be responsible for paying the difference through monthly payroll deduction. The CalPERS Choice premium amount for which the employee is eligible to be compensated is based on Employer Eligibility Zip Code.

TCPUD employees who elect PERS Select health plan coverage shall receive an amount equal to 50% of the difference in annual premium savings between PERS Choice and PERS Select health plans, deposited into a Health Reimbursement Arrangement (HRA) in equal monthly installments.

FLEXIBLE SPENDING ACCOUNT (FSA)

The Flexible Spending Account (FSA) allows you to use pretax contributions to pay for certain health care and dependent daycare services not covered by other benefit plans. Your election of payroll deduction into the FSA is entirely voluntary.

Eligibility: All health insurance eligible employees may utilize the FSA.

How the Plan Works: Two FSA accounts are available: a health care account and a dependent daycare account. At the beginning of each year, each employee is required to complete a Benefit Election Form and turn it in to Human Resources. The District provides funds through its Cafeteria Plan for eligible employees. The amount of employer-provided FSA funds is $500 per employee.

Employee can opt to receive this benefit into the FSA to fund either the health care and/or dependent daycare account.

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

Eligibility: All health insurance eligible employees may utilize the HRA.

The Health Reimbursement Arrangement works much like an FSA Health Care Account. HRA funds roll over at 100% year to year and are portable (available for use after separation of employment). HRA funds cannot be used for Dependent Daycare reimbursement. The District will pay the service costs of the HRA. The amount provided is based on the number of eligible dependents as follows:

| If You Are | District-Funded HRA Amount |
|---|---|
| Single Employee | $380 |
| Employee + 1 | $655 |
| Employee + 2+ | $930 |

DENTAL/VISION INSURANCE

| DENTAL COVERAGE | |
|---|---|
| Maximum Per Year per Eligible Member | $1,500 |
| Employee Deductible, per calendar year | $50 |
| Exam, radiology, pathology, surgery, anesthesia, periodontics, endodontics, restorations, space maintainers, and orthodontics. | 80% of eligible cost |
| Prosthodontics | 50% of eligible cost |

| VISION CARE COVERAGE |
|---|
| Maximum per year per eligible member: $500 |
| To help defray the cost of vision care products and services as follows: |
| Vision Examinations |
| Lens Replacements |
| Eyeglass Frames |
| Contact Lenses |
| Prescription Sunglasses |
| Upon presentation of receipts, the District will pay the eligible member the lesser of maximum shown above, or the cost of vision care. Paid receipts from any optometrist, ophthalmologist or legitimate dispenser of vision care appliances will be accepted. |

Eligible dependent child age for dental/vision coverage increases from age 23 to 26 effective 1/1/2020. Upon employee's written request, any dependent children previously placed into COBRA status due to age 23 restriction will be placed back into active coverage under parent's dental/vision plan effective 1/1/2020. No reimbursement of previously billed COBRA premiums will occur.

LIFE/LTD

The District shall provide term life insurance coverage in an amount equal to the employee's annual base salary, limited to $75,000, with an option to apply for supplemental term life insurance available at the employee's expense in an amount up to five times the annual base salary or $200,000 whichever is less. Supplemental insurance is subject to acceptance by the District's insurance carrier following application and medical examination, if required.

The District will provide Long Term Disability Insurance coverage for long term disability. The policy covers up to 66% of wages.

## RETIREMENT

*PENSION PLAN*

The District shall continue to make available to eligible employees a pension plan. CalPERS identifies two tiers of membership:

*PEPRA MEMBERS:*

The District's pension plan for PEPRA Employees is CalPERS 2.0% at 62, Three Year Average program.

- Any new hire brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.
- Any new hire brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.

*CLASSIC MEMBERS:*

All CalPERS members that do not fit within the definition of a PEPRA member.

The District's pension plan for Classic Employees is CalPERS 2.7% @ 55, Single Highest Year program.

Classic Members shall pay the employee member contribution rate of 8%.

*Classic Members Retirement Cost Share Program*

In recognition of continued increases to CalPERS Normal Costs, the cost of benefits earned in a particular year, Classic Members agree to contribute towards their retirement in the following manner:

- Beginning January 1, 2020, Classic Members will contribute an amount equal to 2.0% of their salary towards CalPERS Normal Costs, in addition to the Employee Contribution Rate of 8%.
- At no time shall the sum of Cost Share amount plus Employee Contribution Rate exceed 50% of the Total Normal Cost for same year.
- Cost share contribution amount is considered member contribution and will be directed to the member's individual CalPERS account.

*DEFERRED COMPENSATION*

District will contribute 2% of regular wages for each employee into a 457 Deferred Compensation Plan.

## POST-RETIREMENT MEDICAL BENEFITS

*For employees hired after January 1, 2015:*

The District will pay the CalPERS minimum for post-retirement health to CalPERS, if he/she retires from the District and meets all CalPERS retirement requirements.

The employee will not receive this post-retirement benefit until he/she is vested with CalPERS through District employment, previous employment or combination of both.

*For employees hired before January 1, 2015:*
For employees retiring from the District in 2020, the District will pay the following Post-Retirement Health benefit based on an employee's years of service with the District, if they retire from District. Years of District service is defined as cumulative years of service with the District and may or may not be consecutive years with the District. For the term of this agreement the post-retirement medical benefits beginning in 2021 will be adjusted annually based on the percentage change in the CalPERS minimum, year to year, as determined by Public Employees' Medical & Hospital Care Act (PEMHCA):

**0 - 5 years of service:**
No coverage until vested with CalPERS at the end of five years. If an employee has previous employment that qualifies him/her for CalPERS vesting within the first five years of TCPUD service, he/she will be eligible to receive the CalPERS minimum at the time of vesting.

**6 - 10 years of service:**
For employees retiring after completion of five years of service to the completion of ten years of service, the District will pay the CalPERS minimum to CalPERS on their behalf.

**11 - 15 years of service:**
For employees retiring after completion of ten years of service to the completion of fifteen years of service, the District will pay the CalPERS minimum to CalPERS on their behalf.

The District will pay to the employee the difference between the CalPERS minimum and the amount as appropriate: $411.65 for a retiree with 2 dependents; $322.16 for a retiree with 1 dependent; $161.08 for an individual.

**16-20 years of service:**
For employees retiring after completion of fifteen years of service to the completion of twenty years of service, the District will pay the CalPERS minimum to CalPERS on their behalf.

The District will pay to the employee the difference between the CalPERS minimum and the amount as appropriate: 617.48 for a retiree with 2 dependents; $483.25 for a retiree with 1dependent; $241.62 for an individual.

**21+ years of service:**
For employees retiring after completion of twenty-one years of service the District will pay the CalPERS minimum to CalPERS on their behalf.

The District will pay to the employee the difference between the CalPERS minimum and the amount as appropriate: $823.31 for a retiree with 2 dependents; $644.33 for a retiree with 1 dependent; $322.16 for an individual.

If a retiree chooses a different medical plan, they will receive the dollar amounts based on the years of service as described above.

Eligible retirees continue to receive Dental and Vision Insurance coverage as per the District's Summary Plan Description:

For employees who are at least 50, retire from the District with at least five years of continuous service, and contributed to a PERS Retirement Plan for at least five years, dental/vision coverage for retiree and dependents continues as described below. Covered dependents are limited to those eligible at retirement.

For retiree's spouse: Dental/vision coverage continues until the earliest of the date retiree's spouse reaches age 65, the date retiree would have reached age 65 if retiree dies before reaching age 65, or the date retiree dies if retiree dies on or after reaching age 65.

For retiree's dependent children: Dental/vision coverage continues until the earliest of the date the child ceases to be eligible or the date retiree would have reached age 65 if retiree dies before reaching age 65, or the date retiree dies if retiree dies on or after reaching 65.

## ARTICLE 30: REDUCED TCPUD PARKS & RECREATION FEE RATES

TCPUD has compiled a list of Recreation Programs/Facilities/Parks outlining fee reductions and use privileges for Full Time and/or Seasonal/Part Time employees. See Exhibit B.

Access to programs/facilities is on a space-available status. Public/paying access takes priority. Privileges are available to currently active employees and Employee ID Badge must be presented in order to utilize privileges.

Immediate family is defined as:

- Spouse/Partner – husband, wife, domestic partner, significant other
- Child – natural, step, adopted, or child living with Employee full time
- Parents/Grandparents eligible only if they live in Employee household full time

## ARTICLE 31: EMPLOYEE TRAINING

It is the goal of the District to encourage and facilitate a program of training in the interest of employee efficiency and as an aid to qualifying employees for advancement. The Department Manager may take any of the following steps to develop and facilitate training programs.

1. Give counsel and advice to employees, when requested, and inform them of possibilities of advancement in their field of work and suggest any additional training of value.
2. Develop and establish training programs for all employees, including supervisory personnel.
3. Promote employee-training programs sponsored by educational institutions.
4. Record the completion of training programs on the employee service record.
5. Where a TCPUD Local 39 member is required to have a Class B license, the TCPUD will provide, at its expense, the training for each employee that must be trained. No incentive pay shall be provided to any employee for the Class B license where the license is a requirement for performance of their job duties. Where the utilization of a Class A driver's license is required to perform one's job duties, the District will pay a one-time rate of $100.00 to that Bargaining Unit employee who has or obtains this license so that he/she can perform the required duties. The District will provide, at its

expense, the training for an employee to obtain this Class A license if the license is required for the employee to satisfy his/her job duties.

6. At the District's discretion an employee may become certified as "Examiner" for commercial drivers' license training. Such employee shall receive $25.00 per pay period for holding this certificate in good standing.

## ARTICLE 32: STANDARDS OF CONDUCT AND DISCIPLINARY ACTION

1. LETTER OF REPRIMAND

   a. Letters of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) working days to the General Manager or designee. The General Manager or designee will schedule a private meeting within seven (7) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the General Manager or designee within seven (7) working days of the meeting. This Section shall not be subject to the Grievance Procedure.

   b. Such letter will be withdrawn from an employee's official personnel file at employee's written request, three (3) years from the date of issue provided there has not been additional written discipline imposed during the three (3) year period.

2. DISCIPLINARY ACTIONS

   a. Regular employees may be disciplined for just cause only. Discipline may include, but shall not be limited to, suspension (with or without pay), transfer (with or without loss of pay), demotion, performance improvement plan, in-grade salary reduction, last chance agreement and discharge.

   b. If the District, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, it shall give the affected employee written notice of the intended disciplinary action, including the causes for the intended disciplinary action, the acts or omissions that constitute the causes of the intended disciplinary action, the material upon which the action was based, and the effective date of the intended disciplinary action.

   c. The affected employee shall have the right to a pre-disciplinary review process (Skelly) in cases where deprivation of employee property occurs. The employee shall be given five (5) working days unless otherwise agreed upon based upon reasonable request for extension from the notice of intent to take action in which to respond to the proposed disciplinary action. The reviewing officer shall make a recommendation to the General Manager or designee within five (5) working days of the meeting.

   d. The General Manager or designee shall consider the recommendations and issue a final written determination within five (5) working days. If discipline is imposed, the employee may appeal the action under Section 3 of this Article.

   e. If an individual employee covered by this Agreement files an appeal of discipline, and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal

process pursuant to this Agreement, including but not limited to the cost of the arbitrator.

3. APPEAL HEARING PROCEDURE – ARBITRATION

After the District issues its final written determination, the employee or his/her representative may appeal the disciplinary action to arbitration as follows:

a. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of Seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
b. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the Authority, the Union and the employee. Copies of the decision will be furnished to all parties.
c. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
d. The District and the employee, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
e. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

4. IN-LIEU DISCIPLINE

By mutual agreement between the General Manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated General Leave or other accumulated leave credits in lieu of the suspension. The District shall not deny use of accumulated leave credits in an attempt to persuade the employee to waive his/her appeal rights. If the suspension is reduced or reversed at the conclusion of the appeal process, the District shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure.

## ARTICLE 33: EMPLOYMENT

It is the policy of the District that its employees shall be selected on the basis of fitness, merit and efficiency. Job openings are to be well publicized throughout the District so that qualified employees and others will have full opportunity to present applications for consideration.

Types of Employees:

A. Classified Employees

Shall be all employees filling positions within the approved table of organization that are responsible to a supervisor or Department Manager rather than the General Manager or Board of Directors.

B. Probationary Employees

Those employed for a classified position but who have not been in District service for a consecutive one year period. All new employees shall serve as probationary employees for the first 12 months of their employment. Completion of a satisfactory probation period is mandatory before becoming a classified employee. During this time the employee must demonstrate that he/she can and will perform the duties of the position satisfactorily. It is the responsibility of the employee's supervisor to give him/her proper orientation and training during this period. The supervisor is also to rate his/her performance, and if unsatisfactory, to dismiss him/her before the employee is given a permanent position with the District. Final probationary performance appraisals shall be given no later than the 13th month of employment. At this time the employee will be eligible for a merit increase as defined in Article 5 of the Memorandum of Understanding. The merit increase percentage will be equal to the numerical score from the probationary performance appraisal subject to the discretion of the supervisor with concurrence of the Department Manager and General Manager.

Promotion of Classified Employees

Any classified employee promoted to a different job classification shall serve a probationary period term as defined below, before attaining permanent status in the new classification. During said probationary period said employee shall retain permanent status in his/her last held classification, and if he/she does not successfully complete his/her probationary period, he/she shall be returned to his/her last held classification with no loss in seniority or other benefits.

- For promotions within the same job classification series, the probationary period shall be six months. At completion of the probationary period, the employee will be eligible for a 0.50% to 2.50% merit increase as defined in Article 5 of the Memorandum of Understanding. The merit increase percentage will be equal one-half of the numerical score from the probationary performance appraisal subject to the discretion of the supervisor with concurrence of the Department Manager and General Manager.
- For promotions to a new job classification series, the probationary period shall be one year. At completion of the probationary period, the employee will be eligible for a 1.00% to 5.00% merit increase as defined in Article 5 of the Memorandum of

Understanding. The merit increase percentage will be equal the numerical score from the probationary performance appraisal subject to the discretion of the supervisor with concurrence of the Department Manager and General Manager.

C. Temporary Employees/Extra Help

Those employed for a limited period of time and/or for a position not included in the approved current job classification. Temporary employees may become probationary or classified employees by appointment.

## ARTICLE 34: DEMOTIONS AND LAYOFF

If the District determines that it will be necessary to lay off District employees, whenever possible, the District will inform the employees involved at least thirty days prior to the effective date of the layoff. Employees will be laid off in reverse order of seniority by classification within the District. Employees in higher classes will be given the opportunity to demote to lower classes for which they are fully qualified, recognizing the fact that this may result in the layoff of employees in lower classes because of less seniority with the District.

An employee who has been laid off has the right to re-employment for a period of ninety days, provided employee has the necessary qualifications for the position to be filled.

## ARTICLE 35: VACANCIES AND PROMOTION

- When District job openings are announced for classes represented by the Union, a copy of the announcement shall be sent to the Union. The District will notify the Union of the names of all persons hired in classes represented by the Union.
- Vacancies in the District shall be filled by promotion whenever practical as determined by the Department Manager and General Manager.
- Vacancies within the bargaining unit not filled by promotion shall be announced as set forth in the Personnel Policy Manual.
- Interested regular and probationary employees must submit a completed application and resume to be considered for an interview.
- All interested regular and probationary employees who meet the minimum qualifications and submit the completed application and resume will be interviewed.
- When an employee is promoted to a higher classification he/she shall receive a minimum increase of 5% effective at the next regular pay period.

## ARTICLE 36: PERSONNEL FILES

Copies of Warning Notices will be furnished to the employees. Upon the employee's request the District shall, at reasonable times, permit that employee to inspect such personnel files which are used or have been used to determine that employee's qualifications for employment, promotion, additional compensation, termination or other disciplinary action.

## ARTICLE 37: MANAGEMENT RIGHTS

The Board of Directors retains the exclusive right to manage the District and carry out its constitutional and statutory functions and responsibilities. Nothing contained in this MOU shall be construed to require the District to meet and confer on matters which are solely a function of management. Among the rights specifically retained by the District (although not intended as a complete list but only as some examples) are the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications and job descriptions; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements determined by the District; to establish and change work schedules and assignments; to lay off employees for lack of work; to expand or diminish services; to subcontract any work or operations, except where such contracts for service would be for the sole purpose of workforce reductions; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

On demand of the Union, the District shall meet and confer with the Union with respect to the effects, if any, upon the hours, wages and other terms and conditions of employment of employees, of any decision the Directors render pursuant to the management rights set forth above.

## ARTICLE 38: RULES AND REGULATIONS

The District retains the right to make reasonable rules and regulations, not in conflict with this MOU that the District may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of District services. The District shall meet and confer with the Union of any changes to the rules and regulations.

## ARTICLE 39: GRIEVANCE AND ARBITRATION PROCEDURE

1. PURPOSE

   In order to establish a harmonious and cooperative relationship between the District and its employees, and to keep open channels of communication, it shall be the District's policy to provide for the settlement of differences through an orderly grievance procedure. It is the District's policy to assure its employees the right of access to this procedure in good faith, free from interference, restraint, coercion or reprisal. The procedure applies to all employees and Local 39 bargaining unit representatives of this MOU.

   It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the District.

If the District does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

2. DEFINITION

   a. A grievance is a dispute between the District and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this MOU and the District's Personnel Policy.
   b. As used in this procedure, the term "Supervisor" means the individual to whom an employer has a direct reporting relationship.
   c. As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representatives.
   d. As used in this procedure, the term "standard working days" means "Monday through Friday," excluding holidays.

3. PROCEDURE

   Grievances will be processed in the following manner and within the stated time limits.

4. INFORMAL GRIEVANCE

   The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedents in any future Agreement interpretation.

5. FORMAL GRIEVANCE STEP 1

   If the grievance is not resolved at the informal level, the grievant may present the grievance to the Human Resources Administrator or designee in writing within ten (10) standard working days after the supervisor's answer. The grievance shall be submitted in writing on the grievance form provided by the District. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable Section of the Agreement asserted to have been violated and the remedy or correction requested of the District. The written grievance must be dated and signed by the grievant or Union representative. The Human Resources Administrator or designee shall meet with the aggrieved employee or group of employees and/or the Union representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Human Resources Administrator or designee shall respond in writing within ten (10) standard working days after the grievance meeting.

6. FORMAL GRIEVANCE STEP 2

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the General Manager or designee within ten (10) standard working days after receipt of the Human Resources Administrator's or designee's written answer. The General Manager or designee shall meet with the aggrieved employee or group of employees and/or the Union Representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The General Manager or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

7. FORMAL GRIEVANCE - ARBITRATION

a. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
b. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the District, the Union and the employee(s). Copies of the decision will be furnished to all parties.
c. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
d. The District and the employee or group of employees, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
e. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend, and their scheduling shall be kept to a reasonable minimum.

8. GENERAL PROVISIONS

   a. No matter shall be considered as a formal grievance unless it is presented in writing within twenty (20) standard working days after the occurrence of the events on which the grievance was based except by mutual agreement between the parties.
   b. The Union Business Representative or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
   c. An employee or group of employees may present a grievance to District management during working hours without loss of compensation. A reasonable amount of time off for the employee or group of employees to present the grievance shall not be unreasonably denied.

9. TIME EXTENSION

   The parties by mutual written consent may extend any of the time limits set forth in this Article

## ARTICLE 40: MATERNITY LEAVE

In order to comply with legal requirements and to ensure that there is no discrimination against employees on the basis of pregnancy, childbirth and related medical conditions shall be treated as any other temporary disability.

An employee may take a leave of absence on account of pregnancy for a reasonable period of time, provided such period shall not exceed that allowed by law.

Such employee shall be entitled to use any accrued sick leave and/or any accrued vacation leave during this period of time.

## ARTICLE 41: EMPLOYEE ASSISTANCE PROGRAM

Consistent with Article 27 and where appropriate through a third-party administrator, the District shall reasonably accommodate any employee who wishes to enter counseling for mental or other personal problems and/or participate in an alcohol and drug rehabilitation program provided that this reasonable accommodation does not impose an undue hardship on the employer.

An employee who enters such a program shall have his/her privacy protected by the District. Any employee seeking such a program should contact the designated third-party administrator as previously announced and posted by the District.

The employee may utilize all general and sick leave and/or seek a leave without pay for such a program. Utilization of this time shall be handled by and through the third party administrator and the District.

The District offers two EAP Programs. The first is a District-managed program wherein the District shall pay the balance of uninsured liability up to $1500 annually, excluding deductible for mental health treatments outside of insurance coverage. The second is offered through Joint

Powers Insurance Authority and includes in-person counseling as well as financial and legal consultations.

Nothing in this Employee Assistance Program shall be construed to prohibit the District from utilizing a fitness for duty assessment pursuant to Article 27 or taking disciplinary action pursuant to this Agreement against an employee for use or continual use of alcohol or drugs if the employee is unable to perform his/her job duties and/or creates a harm or danger to himself, herself, other employees or the public.

## ARTICLE 42: SAFETY WORK PROGRAM

It is the employee's responsibility to report immediately to his/her supervisor any incident, regardless of severity. It shall be the mandatory duty of an employee to report to his/her supervisor any possible injury on the date of occurrence or as soon thereafter as his/her condition permits. Failure to do so shall be considered cause of disciplinary action.

A $2,000 safety pool will be distributed to Bargaining Unit employees on a pro-rata basis with the first paycheck of the year for the previous year. The TCPUD General Manager or his/her designee shall exclusively determine if an employee is at fault or not on any incident/accident or event. Should a Bargaining Unit employee have any degree of fault attributed to him/her by the TCPUD General Manager or his/her designee, then that employee shall not be eligible to participate in the pool at the end of the fiscal year.

As part of the District's safety incentive program, all employees who remain accident free for six months, having no reportable on-the-job accidents or injuries, or at fault vehicle accidents, will receive eight hours of general leave, and an additional eight hours of general leave will be awarded for one-year accident free performance. Award of the general leave will be made semi- annually.

## ARTICLE 43: NO STRIKE CLAUSE

Neither the Union nor any of its agents, nor any of its members will individually, concertedly, collectively, or in any manner whatsoever engage in, incite, or participate in any picketing, strike sit-downs, work stoppage, sympathy strike, or other interference with work during the term of this MOU and the Employer agrees that during the term of this Agreement it will not lock out any of the employees covered by this MOU. It is further understood that the duly authorized representatives of the Union shall have the authority and the responsibility on behalf of the Union to enforce the terms of this MOU, including active encouragement of employees engaging in a violation of this Article to cease such conduct.

## ARTICLE 44: REOPENER

The parties agree that, in the event of an unforeseen emergency, catastrophe or severe economic hardship which would cause or prevent the District from meeting or being able to meet any of its obligations under this MOU, the parties will commence the meet and confer process, and bargain in good faith regarding the impact of reasonable District-wide alternatives and/or layoffs, and/or possible wage adjustments in an attempt to mitigate or eliminate the

reduction of staff in light of the condition or conditions of the emergency, catastrophe or severe economic hardship.

## ARTICLE 45: SAVINGS CLAUSE

If any section, subsection, paragraph, sentence, clause or phrase of this MOU shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of this MOU , it being hereby expressly provided that this MOU and each section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

## ARTICLE 46: TERM OF AGREEMENT

This MOU shall remain in full force and effect retroactive from 12:01 a.m., January 1, 2020, to and including 11:59 p.m., December 31, 2023

**INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39**

Bart Florence, Business Manager

Stahley Robert Aldrich, President

Steve Crouch, Director, Public Employees

Gary Winegar, Business Representative

Cory Allison, Negotiation Team Member

Francisco González, Negotiation Team Member

**TAHOE CITY PUBLIC UTILITY DISTRICT**

Sean Barclay, General Manager

Dan Wilkins, President

**ATTEST:** Terri Viehmann, District Clerk

**Exhibit A**

**TAHOE CITY PUBLIC UTLITY DISTRICT**
**CLASSIFIED AND SEASONAL/PART TIME SALARY RANGES - EFFECTIVE JANUARY 1, 2020**

| POSITION | 2019 HOURLY MIN | 2019 HOURLY MAX | 2019 MONTHLY MIN | 2019 MONTHLY MAX | 2019 RANGE | 2020 HOURLY MIN | 2020 HOURLY MAX | 2020 MONTHLY MIN | 2020 MONTHLY MAX | 2020 RANGE | RANGE SPREAD |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Senior Utilities Operations Specialist * | $39.47 | $51.31 | $6,841.72 | $8,894.24 | 138 | $42.68 | $55.48 | $7,398.00 | $9,617.40 | 138 | 30% |
| Senior Operations Technician - Electrician * | $39.47 | $51.31 | $6,841.72 | $8,894.24 | 138 | $42.68 | $55.48 | $7,398.00 | $9,617.40 | 138 | 30% |
| Senior Construction Inspector ^ | $38.31 | $49.80 | $6,640.51 | $8,632.66 | 135 | $41.43 | $53.85 | $7,180.42 | $9,334.55 | 135 | 30% |
| Operations Technician - Electrician * | $37.56 | $48.82 | $6,509.67 | $8,462.56 | 133 | $40.61 | $52.79 | $7,038.94 | $9,150.62 | 133 | 30% |
| GIS Specialist ^ | $36.45 | $47.39 | $6,318.22 | $8,213.68 | 130 | $39.41 | $51.24 | $6,831.93 | $8,881.50 | 130 | 30% |
| Operations Technician - Water Quality * | $35.73 | $46.45 | $6,193.72 | $8,051.84 | 128 | $38.64 | $50.23 | $6,697.31 | $8,706.50 | 128 | 30% |
| Operations Technician - Mechanic * | $35.03 | $45.54 | $6,071.68 | $7,893.19 | 126 | $37.88 | $49.24 | $6,565.35 | $8,534.95 | 126 | 30% |
| Utilities Operations Specialist III * | $35.03 | $45.54 | $6,071.68 | $7,893.19 | 126 | $37.88 | $49.24 | $6,565.35 | $8,534.95 | 126 | 30% |
| Construction Inspector II ^ | $34.00 | $44.20 | $5,893.11 | $7,661.05 | 123 | $36.76 | $47.79 | $6,372.26 | $8,283.94 | 123 | 30% |
| Engineering Technician II ^ | $32.67 | $42.47 | $5,663.17 | $7,362.12 | 119 | $35.33 | $45.93 | $6,123.62 | $7,960.70 | 119 | 30% |
| Information Systems & Technology Technician II ^ | $32.67 | $42.47 | $5,663.17 | $7,362.12 | 119 | $35.33 | $45.93 | $6,123.62 | $7,960.70 | 119 | 30% |
| Utilities Operations Specialist II * | $31.09 | $40.41 | $5,388.31 | $7,004.80 | 114 | $33.61 | $43.70 | $5,826.41 | $7,574.33 | 114 | 30% |
| Construction Inspector I ^ | $30.17 | $39.22 | $5,229.84 | $6,798.79 | 111 | $32.63 | $42.41 | $5,655.06 | $7,351.57 | 111 | 30% |
| Administrative Technician ~ | $28.14 | $36.58 | $4,877.97 | $6,341.36 | 104 | $30.43 | $39.56 | $5,274.57 | $6,856.95 | 104 | 30% |
| Accounting Technician ~ # | $26.78 | $34.81 | $4,641.22 | $6,033.58 | 99 | $30.43 | $39.56 | $5,274.57 | $6,856.95 | 104 | 30% |
| Utilities Operations Specialist I * | $27.59 | $35.86 | $4,781.85 | $6,216.41 | 102 | $29.83 | $38.78 | $5,170.64 | $6,721.84 | 102 | 30% |
| Recreation Supervisor ^ | $27.04 | $35.16 | $4,687.63 | $6,093.92 | 100 | $29.24 | $38.02 | $5,068.76 | $6,589.39 | 100 | 30% |
| Engineering Technician I ^ | $26.25 | $34.12 | $4,549.77 | $5,914.70 | 97 | $28.38 | $36.90 | $4,919.69 | $6,395.60 | 97 | 30% |
| Information Systems & Technology Technician I ^ | $26.25 | $34.12 | $4,549.77 | $5,914.70 | 97 | $28.38 | $36.90 | $4,919.69 | $6,395.60 | 97 | 30% |
| Senior Golf Operations Specialist * | $25.99 | $33.79 | $4,504.72 | $5,856.14 | 96 | $28.10 | $36.53 | $4,870.98 | $6,332.28 | 96 | 30% |
| Senior Parks Operations Specialist * | $25.99 | $33.79 | $4,504.72 | $5,856.14 | 96 | $28.10 | $36.53 | $4,870.98 | $6,332.28 | 96 | 30% |
| Administrative Assistant II ~ # | $23.29 | $30.28 | $4,037.69 | $5,248.99 | 85 | $27.28 | $35.46 | $4,727.73 | $6,146.04 | 93 | 30% |
| Accounting Assistant II ~ | $25.22 | $32.79 | $4,372.24 | $5,683.91 | 93 | $27.28 | $35.46 | $4,727.73 | $6,146.04 | 93 | 30% |
| Recreation Coordinator ^ | $24.00 | $31.20 | $4,160.03 | $5,408.04 | 88 | $25.95 | $33.74 | $4,498.27 | $5,847.75 | 88 | 30% |
| Parks Operations Specialist Lead * | $23.29 | $30.28 | $4,037.69 | $5,248.99 | 85 | $25.19 | $32.74 | $4,365.98 | $5,675.77 | 85 | 30% |
| Administrative Assistant I ~ # | $20.67 | $26.87 | $3,583.24 | $4,658.22 | 73 | $24.21 | $31.47 | $4,195.62 | $5,454.30 | 81 | 30% |
| Accounting Assistant I ~ | $22.39 | $29.10 | $3,880.14 | $5,044.18 | 81 | $24.21 | $31.47 | $4,195.62 | $5,454.30 | 81 | 30% |
| Parks Operations Specialist I * | $20.67 | $26.87 | $3,583.24 | $4,658.22 | 73 | $22.35 | $29.06 | $3,874.58 | $5,036.96 | 73 | 30% |
| Office Assistant ~ | $17.98 | $23.38 | $3,117.29 | $4,052.47 | 59 | $19.45 | $25.28 | $3,370.74 | $4,381.97 | 59 | 30% |
| Water Conservation Technician (S) | $26.89 | $34.96 | $4,660.96 | $6,059.25 | 111 | $26.89 | $34.96 | $4,660.96 | $6,059.25 | 111 | 30% |
| Utilities Seasonal (S) | $20.15 | $41.81 | $3,492.66 | $7,247.76 | 82-129 | $20.15 | $41.81 | $3,492.66 | $7,247.76 | 82-129 | 108% |
| Recreation Specialist (S) | $16.68 | $31.96 | $2,891.01 | $5,540.22 | 63-102 | $16.68 | $31.96 | $2,891.01 | $5,540.22 | 63-102 | 92% |
| Sailing/Swimming Specialist (S) | $16.68 | $31.96 | $2,891.01 | $5,540.22 | 63-102 | $16.68 | $31.96 | $2,891.01 | $5,540.22 | 63-102 | 92% |
| Parks Seasonal (S) | $12.00 | $20.63 | $2,080.00 | $3,575.91 | 4-58 | $13.00 | $22.34 | $2,253.33 | $3,872.20 | 12-66 | 72% |
| Office Seasonal (S) | $12.00 | $16.57 | $2,080.00 | $2,872.87 | 4-36 | $13.00 | $17.95 | $2,253.33 | $3,110.91 | 12-44 | 38% |
| Lifeguard (S) | $12.00 | $16.57 | $2,080.00 | $2,872.87 | 4-36 | $13.00 | $17.95 | $2,253.33 | $3,110.91 | 12-44 | 38% |
| Parks Cashier (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |
| Sailing/Swimming Instructor II (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |
| Recreation Leader (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |
| Winter Sports Park Seasonal (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |
| Pro Shop Assistant (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |
| Sailing/Swimming Instructor I (S) | $12.00 | $15.77 | $2,080.00 | $2,733.44 | 4-31 | $13.00 | $17.08 | $2,253.33 | $2,959.92 | 12-39 | 31% |

| | |
|---|---|
| SALARY RANGE increase effective 1-1-2020 | 6.00% |
| COLA increase effective 1-1-2020 | 2.01% |
| Annual Uniform Allowance | ~ $287.50 ^ $431.25 * $575.00 |
| Daily Standby Pay | $80/Weekday, $100/Weekend Day or Holiday |
| Weekly Standby Vehicle Allowance | $150.00 |
| Longevity Pay > 15 yrs of service | 2.50% |
| # - Position Salary Range adjustment effective 1-1-2020 | |
| (S) = Seasonal Positions use unadjusted Base Range | |
| Minimum Wage $13.00/hr 1-1-2020 | |
| Revision Date | 1-1-2020 |

**Exhibit B**

| TCPUD Reduced Parks & Recreation Fees and Privileges for Active District Employees | | |
|---|---|---|
| | **Full Time** | **Seasonal/Part Time** |
| **District Recreation Programs:** | | |
| No discount for contract classes for employee and immediate family (*unless contractor approved*) | **No** | **No** |
| 20% off District recreation programs for employee/immediate family (*Excludes Adult Sports, Camp Skylandia, Youth Sailing*)[1] | **Yes** | **Yes** |
| Free admission for children in District childcare programs (RAP, Snow Day Program)[2] | **Yes** | **Yes** |
| Free access to Drop In sports (i.e. Pickleball, basketball, volleyball) for employee only | **Yes (employee only)** | **Yes (employee only)** |
| **District Facilities:** | | |
| Free Boat launch pass for employee boat only | **Yes (employee only)** | **If employed at Boat Launch (employee only)** |
| 20% off facility rentals for employee only | **Yes (employee only)** | **Yes (employee only)** |
| Free entry into Rideout Community Center and Gym for employee and immediate family | **Yes** | **Yes** |
| 20% off merchandise at all District facilities for employee only[3] | **Yes (employee only)** | **Yes (employee only)** |
| **Golf Course:** | | |
| Free golf at Tahoe City Golf Course for employee (and immediate family when accompanied by employee)[4] | **Yes** | **Yes (employee only)** |
| 20% off purchase of Golf Pass for employee and immediate family | **Yes** | **Yes** |
| Free golf club rentals for employee (and immediate family when accompanied by employee) | **Yes** | **Yes (employee only)** |
| 20% off golf cart rental for employee only | **Yes** | **Yes (employee only)** |
| **Winter Sports Park:** | | |
| Free use of Tahoe City Winter Sports Park for employee (and immediate family when accompanied by employee) | **Yes** | **Yes** |
| 20% off purchase of Winter Sports Park Pass for employee and immediate family | **Yes** | **Yes** |
| Free ice skate and XC ski rentals for employee (and immediate family when accompanied by employee) | **Yes** | **Yes** |

**Notes:**

**Access to District programs and facilities is on a space-available status, public/paying access takes priority.**

**Privileges are only available to currently active employees - TCPUD Employee ID Badge is required to utilize these privileges**

[1] Other programs may be excluded based on availability or programs with waitlists may be excluded as determined by Department Manager or General Manager

[2] Must pay for the full direct cost of special activities (e.g., trips, etc.)

[3] Merchandise discount does not apply to discounted/clearance merchandise

[4] Walk-in basis only - general public takes tee time priority, no use on holiday/peak days

**Immediate family is only:**

- Spouse: Husband, wife, domestic partner, significant other
- Children: Son, daughter, step child, or a child that is living with you on a full time basis;
- Parents and Grandparents but only if they are living in your household on a full time basis