

MEMORANDUM OF UNDERSTANDING

JULY 1, 2022 – JUNE 30, 2027

BY AND BETWEEN

NORTH TAHOE PUBLIC UTILITY DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY ENGINEERS, LOCAL 39

AFL-CIO

REPRESENTING

THE GENERAL UNIT



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MEMORANDUM OF UNDERSTANDING

SECTION 1.01 *PURPOSE*

A. Purpose

It is the purpose of this Memorandum of Understanding to be the agreement between the North Tahoe Public Utility District and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO.

B. Sole Agreement

This agreement when signed by the parties and approved by the DISTRICT supersedes all other Agreements and supplements, and represents the sole agreement between the parties.

C. Amendments

If during its term, the parties should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the District and Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.

D. Waiver

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

SECTION 1.02 *OBJECTIVE OF AGREEMENT*

A. Intent

It is the intent and purpose of the District and Union to promote harmonious economic and industrial relationships between the District and its employees, to provide the best possible service at the lowest cost to the customers of the District, and to provide a safe working environment for employees; and to set forth herein the basic agreement covering rate of pay, hours of work, and conditions of employment to be observed by the parties to this Memorandum. The District and the Union jointly agree to perform faithfully the obligation imposed by this Memorandum, and furthermore, agree that the provisions contained herein are recognized as the sole statement of contractual rights and obligations between the parties.

B. Notice Requirements

The District agrees to notify the Union of any proposed changes to wages (and benefits), hours and working conditions as required under the Meyers Milius Brown Act. Also included in the notice requirement are terms and conditions of employment, any changes to policies and procedures and/or job specifications that could impact the wages, hours, terms and conditions for current employees, such as a change to the minimum requirements of a job classification.

SECTION 1.03 *DEFINITIONS*

For the purpose of this Memorandum of Understanding, the following definitions shall apply:

A. Board of Directors

Board of Directors of the North Tahoe Public Utility District, hereinafter referred to as DISTRICT shall have the exclusive right to manage the District and carry out its constitutional and statutory functions and responsibilities as defined by law.

B. International Union of Operating Engineers

Stationary Local No. 39, AFL-CIO, hereinafter referred to as UNION shall be the sole and exclusive collective bargaining representative of all employees covered by this Memorandum.

C. General Manager

Hereinafter referred to as MANAGER, shall be the person appointed by the Board of Directors, who shall have the lawful authority to appoint or remove persons from positions in the District service, subject to the Grievance Procedure.

D. Management Team Member

Hereinafter referred to as MTM, shall refer to one of the following: the Chief Financial Officer and any position identified in the Confirmation Of Understanding.

E. General Unit

Maintenance and Operations, Recreation and Parks, Clerical, Engineering and Accounting, hereinafter referred to as UNIT.

F. Employee(s)

Hereinafter referred to as EMPLOYEE(S), and refers only to persons in the full time employment of the DISTRICT in the UNIT, and covered by this Memorandum.

G. Probationer

Hereinafter referred to as PROBATIONARY EMPLOYEE, refers to an employee who has probationary status. An employee appointed to a position in a classified job shall serve a period of probation. The probationary period shall initially be a twelve (12) month period with quarterly reviews. Quarterly reviews will be done by the supervisor/manager for the 1st, 2nd, and 3rd quarters. The last quarterly review shall be conducted in the 11th month in order to let the employee know the District's intent to retain or release. If retained, the employee is eligible for a step increase.

H. Regular Shift

The hours normally worked by the EMPLOYEE.

I. Employer-Employee Relations Resolution

Refers to formal Employee-Employer Relations Resolution adopted by the DISTRICT to govern and provide guidelines related to management of its relationships with designated bargaining units in accordance with applicable California law.

J. Promotion

The advancement of an employee from one job class to another job class having a higher maximum rate of pay.

K. Reclassification

The movement of an employee from one classification or wage range to the same or another existing or new classification in a higher, lower or equal pay range in order to reflect more accurately the duties and responsibilities of the job being performed.

L. Range Assignment

The specific compensation of an employee within the five (5) steps of the established wage range.

M. Flexible Staffing

The advancement from an entry level (I) position in a class series to the journey level (II) position in the same series based upon time in grade, ability and employee job performance.

N. Normal Workweek

For covered EMPLOYEES the normal work week shall consist of forty (40) hours, being five (5) consecutive days of eight (8) hours each, exclusive of lunch period. A normal day shall consist of eight (8) hours in a twenty-four (24) hour period, or applicable alternate schedule.

SECTION 1.04 EMPLOYEE RIGHTS

A. Employee Rights

The EMPLOYEE retains all rights conferred by applicable Local, State and Federal Laws, and in accordance with Section 3500 of the California Government Code.

SECTION 1.05 DISTRICT RIGHTS

A. District Rights

Nothing contained in this Memorandum shall be construed to require the DISTRICT to meet and confer on matters which are solely a function of management. Included, but not limited to, the rights specifically retained by the DISTRICT are the rights to direct the work force and allocate all labor resources; to select and determine the number of and types of employees required, to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and terminate employees; to assign work to employees in accordance with the requirements determined by the DISTRICT; including overtime assignments; to lay off employees for lack of work; to expand and diminish services; to subcontract any work or operations; 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.

B. Non Conflict

DISTRICT action or policy shall not conflict with the specific provisions of this Memorandum.

SECTION 1.06 EMPLOYEES COVERED

A. Applicable Position Classifications

The EMPLOYEES in the UNIT include any full-time employee working in the UNIT in classifications shown in Section 1.13, subsection I. Management, confidential employees, student trainees, temporary, and part-time employees, are not subject to

the provisions of this Memorandum.

B. Meet and Confer Obligation

During term of this agreement, the District agrees to meet and confer with the Union about including permanent part-time classifications in bargaining unit membership at the time of establishing any such permanent part-time position.

SECTION 1.07 UNION RECOGNITION

A. Exclusive Recognition

The DISTRICT recognizes the UNION as the agent for collective bargaining and the handling of all matters within the scope of this Memorandum. The DISTRICT further agrees to bargain collectively only with duly authorized representatives of the UNION.

SECTION 1.08 UNION REPRESENTATION

A. Fee Payment Process

The District will deduct Union dues from the paychecks of employees in compliance with applicable law.

B. No Dues When On Unpaid Leave

No employee covered by this provision shall be required to pay any dues during an unpaid leave of absence of thirty (30) days duration or longer, if said employee is on unpaid leave due to the exhaustion of all paid leave benefits for which the employee is eligible.

C. Union Initiation Fees

The District will make a single deduction of an initiation fee from newly hired employees when they become Union members. The District will deduct one month's current and periodic Union dues based upon a uniform dues schedule from the pay of each member. Union shall provide the District with the uniform dues schedule.

D. 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.

E. 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 MANAGER.

F. 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 and approval of the MANAGER. Such time off shall be during normal working hours at times when the steward is present for duty.

SECTION 1.09 ADMINISTRATION

A. Administration of Agreement

The MANAGER shall be responsible for the administration of this Memorandum, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports and audits as he deems necessary for proper administration of the Memorandum. The MANAGER may assign to other District employees such duties in connection with this Memorandum as he deems proper and expedient.

B. Role of General Manager

Except as specifically provided herein, the MANAGER shall be responsible for the proper application of the provisions of this Memorandum, and he or such person as he may designate, shall rule on the application of the provisions of this Memorandum which are within the scope of their authority.

C. Records Maintenance

It shall be the mandatory duty of the MANAGER to keep, or cause to be kept, accurate records of the application of this Memorandum.

SECTION 1.10 PAYMENT OF UNION DUES

A. Indemnification

The UNION agrees to indemnify, defend and hold the DISTRICT harmless against all claims, demands, expenses, judgments, or other liability on account of dues or charges collected by the DISTRICT pursuant to this agreement, and paid over to the UNION. The UNION agrees to refund to the DISTRICT any amounts paid to it in error, upon presentation of proper evidence thereof.

SECTION 1.11 WORK WEEK, HOURS OF WORK, OVERTIME

A. Designated Work Day

For covered EMPLOYEES the normal work week shall consist of forty (40) hours, being five (5) consecutive days of eight (8) hours each, exclusive of lunch period. A normal day shall consist of eight (8) hours in a twenty-four (24) hour period. Changes in the eight (8) hour day will be made at the discretion of the MANAGER to meet unique operating characteristics of the DISTRICT, such as, but not limited to, the availability of daylight, location of infiltration sources, operation of pump stations, unique operating needs of the Event Center and Park Facilities, and emergency operations.

B. Notice

The MANAGER shall give EMPLOYEES one week notice of changes in work week, or scheduling of the eight (8) hour period unless EMPLOYEES and MANAGER mutually agree to changes with shorter notice. Schedule changes due to emergency response, unplanned maintenance events, or unscheduled absences are excepted from notice requirements. Event Center and Recreation employees will be given their work schedule on a weekly basis. This work schedule will be considered their regular work shift.

C. Overtime Defined

For those employees working the normal work week, all work performed in excess of eight (8) hours in any work day (midnight to 11:59 p.m.), or in excess of forty (40) hours in any work week, shall constitute overtime work and shall be paid at the rate of

time-and-one-half (1 1/2) the EMPLOYEE'S regular rate of pay. All work performed in excess of sixteen (16) consecutive hours worked shall constitute double-time and shall be paid at the rate of two times the EMPLOYEE'S regular rate of pay. Work periods will be determined by schedule in the case of an alternate work schedule.

D. Hours Worked

All time worked shall be paid in increments to the nearest one-quarter (1/4) hour. Vacation, and sick leave, or other time off for which an EMPLOYEE is paid, shall not count as hours worked. Only hours actually 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 vacation) will not be included in the calculation of hours worked for overtime purposes. Paid but unworked holiday hours will be included in the calculation of hours worked for overtime purposes. Overtime for emergencies may be authorized at the discretion of the MANAGER. Call-back provisions shall remain unchanged. Unauthorized overtime is subject to disciplinary action.

E. Meal Periods

EMPLOYEES normally shall be allowed an unpaid meal period of not less than thirty (30) minutes, nor more than one (1) hour, which shall be scheduled generally in the middle of the work shift. Upon the mutual agreement of the EMPLOYEE and the supervisor/ superintendent at the first level of supervision above and outside the bargaining unit, an EMPLOYEE who has worked through the unpaid meal break with supervisory permission may receive overtime or have the meal period taken at another time during the shift, or leave early that day. Whenever it is necessary for an EMPLOYEE to work overtime in excess of two (2) consecutive hours, he or she shall be granted an additional meal period. The time of taking this meal period is at the discretion of the SUPERVISOR. Meal periods shall not be counted as part of the total hours, except for those EMPLOYEES for whom meal periods are included within the hours of assigned duties, such as emergency operations which require constant observation of a piece of operating equipment, or observation of a specific repair operation.

F. Rest Breaks

Normally, employees will be allowed to take two (2) paid rest breaks of fifteen (15) minutes each shift, with the breaks generally to occur roughly in the middle of each half-shift. If an EMPLOYEE is unable or elects not to take either or both breaks on a given shift, the employee will not be entitled to overtime pay or any other form of compensation for the missed break.

G. Work on Holiday

EMPLOYEES required to work on the actual holiday of an Observed District holiday (as defined by Section 1.15.A) will be paid at two times normal rate of pay for hours worked, however, the EMPLOYEE shall not be entitled to credit for double the hours worked toward overtime for that work week. EMPLOYEE may elect to take compensatory time or a combination of pay and compensatory time. If an EMPLOYEE is required to work on the Designated paid District holiday (as further defined by Section 1.15.B) the employee will be paid at eight (8) hours holiday pay, plus the appropriate rate of pay (straight time, time and a half, or double time) for hours worked. This section applies to hours worked beginning at 12:00 am and ending at 11:59 pm on an Observed/Designated District holiday.

The above provisions are demonstrated in the following example utilizing Veteran's Day (November 11th):

	Friday, November 10	Saturday, November 11	Sunday, November 12	Monday, November 13
Employee A Regular Shift: Tuesday - Saturday	Regular Work Day	Observed and Designated Holiday 8-hour Holiday Pay and Double Time Eligible	Regular Non-work Day	Regular Non-work Day
Employee B Regular Shift: Monday - Friday	Designated Holiday 8-hour Holiday Pay	Observed Holiday Double Time Eligible	Regular Non-work Day	Regular Work Day

H. Alternative Work Schedules

Upon mutual agreement with the MANAGER, EMPLOYEES shall be allowed to participate in alternative work schedules that consist of working either eight nine hour days and one eight hour day in each 80 hour pay period (9/80) or four ten hour days in each work week (4/10). Under these schedules, the normal work day may exceed eight hours and the work week may differ from the normal Sunday through Saturday schedule.

I. 9/80 Alternative Work Schedule

EMPLOYEES who are on the 9/80 work schedule will have their work week set for FLSA purposes so that such employees will work 40 hours per week. Under the 9/80 work schedule, the work week will not be changed, but the work week will vary with an EMPLOYEE's work schedule. In the ten work day period (total of 80 hours), starting with the first day of the pay period, an EMPLOYEE will work four nine hour days, one eight hour day, four nine hour days, with the tenth day off. The first work week ends after four hours of work on the fifth day.

J. Hours under Alternative Work Schedule

Under the alternative work schedules, a normal workday will be either eight, nine or ten hours, exclusive of lunch period, as scheduled.

K. Non Avoidance of Overtime

The parties agree that these schedules are not being established with the intent of avoiding overtime. The parties agree that EMPLOYEES working an alternative work schedule will not accrue or be paid overtime for days they are scheduled to work nine or ten hours unless work is performed in excess of those hours that day or in excess of 40 hours per week. Alternate 9/80 schedule work weeks will be adjusted as described above so that the normal work week remains as forty hours per week.

L. Time Cards

Time cards for affected EMPLOYEES shall reflect the appropriate work schedule and work week in order to maintain compliance with the Fair Labor Standards Act.

M. Change in Designated Work Shift

The MANAGER may require an employee to work assigned shifts with hours other than the employee's regular shift. The Employee shall receive a rate of pay equal to their daily rate plus 2.5% additional premium payment for the scheduled hours that are not the EMPLOYEE'S regular shift. The premium shall not apply to any extra hours worked for which overtime is paid.

N. Shift Differential

If a regular work shift is changed to a time requiring work past 11:00 P.M., the shift shall be paid at a 2.5% premium. The premium shall not apply to any extra hours worked for which overtime is paid.

O. Unit Preference for Overtime Assignment

Overtime normally performed by UNIT members shall first be offered to qualified UNIT EMPLOYEES, before being made available to NON-UNIT personnel.

P. Approved Absence

Any absence occurring as a result of the use of the provisions of this Memorandum, and approved by the MANAGER, shall be considered an approved absence.

Q. Working through Lunch

Employees are strongly encouraged to take their lunch break for employee health and safety reasons. Only in situations where a supervisor and a member of the management team jointly determine that the demands of a job assignment require that the employee/crew work through the regularly scheduled lunch break are employees allowed to work through lunch. In cases where working through a scheduled lunch is approved the supervisor will consult with the employee and determine which of the following three (3) options will be utilized: take the lunch break at another time during the current work shift, paid overtime for the lunch period, or allowed to leave work early that day.

A supervisor and a member of the management team, at his/her discretion may grant or deny an employee's request to work through lunch for personal reasons, after the supervisor considers operational needs, impact on other employees, need for supervision and other such matters as the supervisor deems appropriate.

R. Remote Work Policy

Upon mutual agreement with the MANAGER, EMPLOYEES may participate in Remote Work in accordance with District policy.

SECTION 1.12 STAND-BY DUTY AND EMERGENCY ASSIGNMENTS

A. Necessity

When it is necessary for the protection of public health, safety, or welfare, an EMPLOYEE may be requested to remain on stand-by for emergency work and/or to perform emergency work during off-duty hours. The following shall apply to such assignments.

B. Stand-by Duty

Stand-by duty requires the EMPLOYEE so assigned to be ready to respond immediately to calls for the EMPLOYEE'S service; to be able to be reached by telephone; to remain within a response time of sixty (60) minutes for all positions except for Maintenance Technician positions which have a thirty (30) minute response time from the DISTRICT; and to refrain from activities which might impair the EMPLOYEE'S ability to perform their assigned duties during the standby period. Only EMPLOYEES residing within the appropriate thirty (30) or sixty (60) minute response time are eligible to perform stand-by duty.

C. Reasonable Response Time Requirements

EMPLOYEES working in classifications utilized for stand-by hired after July 1, 2002 will be required to reside within a sixty (60) minute reasonable response time as a condition of employment for unit positions and a thirty (30) minute reasonable response time for Maintenance Technician positions. During the term of this agreement, the DISTRICT reserves the right to reopen regarding this issue if the DISTRICT is unable to maintain a sufficient number of EMPLOYEES eligible for standby residing within the reasonable response time periods. During the term of this agreement, the DISTRICT and the UNION agree to work collaboratively to assess local lodging or housing alternatives and options to allow for EMPLOYEES working in classifications utilized for stand-by, that reside outside the required reasonable response times, to meet the required reasonable response times while on stand-by duty.

D. Stand-by Duty Compensation

EMPLOYEES required to be on stand-by duty shall be provided additional compensation as follows:

Effective the first full pay period of July 2022, EMPLOYEES will be paid a flat rate of \$65 per work day and \$95 per non-work day.

Stand-by duty compensation shall be paid by a separate check.

E. Monitoring Pay

Maintenance Technician positions shall be compensated an additional \$25 per work day and \$40 per non-work day for monitoring during their designated standby period in addition to the above mentioned basic stand-by rate.

F. Stand-by When on Overtime

EMPLOYEES who work a scheduled overtime shift, eight (8) hours, or a portion of an overtime shift, four (4) hours, shall not be paid standby for the same period.

G. Call-Out Response

When EMPLOYEES are called out for emergency assignments, whether or not they are on standby duty, they shall be paid for such work at the hourly equivalent of their total hourly wage times one and one-half. EMPLOYEES will receive a minimum of two (2) hours of pay.

H. Commute Time

When on standby or called in to respond to an emergency, commuting time shall be counted as time worked.

I. District Vehicle or Mileage Reimbursement

EMPLOYEES assigned to standby may have a vehicle supplied by the DISTRICT, for the period of time they are serving on standby, whenever possible, or the EMPLOYEE may utilize their own vehicle and be paid mileage at the current DISTRICT rate (portal to portal to portal), should they be called in to respond to an emergency.

J. When Not Called Out When on Stand-by

If an EMPLOYEE receives a call while on standby, and is engaged in a problem resolution which exceeds fifteen (15) minutes, the EMPLOYEE shall receive the two-hour minimum, or actual time worked, whichever is greater. Additional calls within the two-hour period are covered under the minimum time. Time spent monitoring by Maintenance Technicians is excluded.

SECTION 1.13 PAYMENT OF WAGES

A. Wage Schedule

Wages for EMPLOYEES covered by this Memorandum shall be as shown in "Appendix A", attached hereto, and incorporated herein, and shall be effective the first full pay period in July, 2022.

B. Paid Biweekly

EMPLOYEES shall be paid biweekly in accordance with the current District schedule of pay periods. Each bi-weekly rate of pay shall be converted to an hourly equivalent rate for the purpose of payment of regular wage on the basis of hours worked if the number of hours worked is less than forty (40) hours, or for overtime pay.

C. Additional Payments

Standby, overtime, and other special payments shall be made at the completion of the pay period in which such payments are earned or accrued.

D. Deferred Compensation Plan

At the discretion of the employee, any compensation may be placed in the DISTRICT deferred compensation program as legally allowed. The election may be made as a percentage of the base compensation or flat amount per pay period and may be changed at any time. Vacation Leave, Sick Leave, Compensatory-Time-Off, and bonus payouts are eligible for deferral. Elections received by the Thursday prior to payroll processing will become effective with the next paid date. New enrollments are subject to CalPERS processing timelines.

E. Compensatory-Time-Off (CTO)

At the option of the EMPLOYEE, compensatory time may be taken and accrued in lieu of cash payment for overtime worked. Hours accrued will be at 1.5 hours per hour for overtime and 2 hours per hour for double time.

F. Maximum Compensatory-Time-Off Balance

Maximum compensatory time which may be accrued or used in a year shall be 80 hours. The DISTRICT shall typically cash out the entirety of an EMPLOYEE's CTO balance in late December each calendar year, subject to applicable payroll taxes and withholdings. However, each November (by a date near November 15 selected by the DISTRICT), EMPLOYEES may make an irrevocable election to roll up to 40 hours of CTO accrued the following calendar year into the subsequent calendar year.

For example, in November 2022, EMPLOYEE elects to roll 20 hours of any CTO accrued in 2023 into their CTO bank for 2024.

- If as of December 15, 2023, EMPLOYEE's CTO balance is 62 hours, 42 of which is cashed out or deposited in deferred comp, and 20 of which rolls into the EMPLOYEE's 2024 CTO bank. The CTO bank remains capped at 80 hours at all times.
- If as of December 15, 2023, EMPLOYEE has only 18 hours in their CTO bank, the entire balance would be rolled over into their CTO bank for 2024. The CTO bank remains capped at 80 hours at all times.

1. CTO shall not be counted as time worked in the week in which it is used.

2. CTO may be redeemed in cash or in time off subject to the requirements above. If redeemed for cash, the CTO will be paid at the regular rate earned by the EMPLOYEE at the time the EMPLOYEE receives such payment.
3. An EMPLOYEE who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked.
4. An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable time after it is requested, if to do so would not unduly disrupt the operations of the DISTRICT.
5. Any cash out of comp time shall be issued separately from the employee's regular pay check.

G. Compensatory Time Defined

"Compensatory time" and "compensatory time off" are defined as hours when an EMPLOYEE is not working and which are paid for at the EMPLOYEE's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.

H. Paychecks on Holiday

If a payday falls on a holiday, the District will attempt to have paychecks available on the day prior to the holiday.

I. Wage Classifications and Ranges

1. The following Classifications shall be covered by this Memorandum of Understanding, effective July 1, 2022.

Classification:

Accounting Technician
Administrative Assistant
Assistant Engineer
Associate Engineer
Contracts & Planning Coordinator
Customer Service Representative I/II
Customer Service Team Lead
Engineering Technician I/II
Event Center Coordinator I/II
Fleet Assistant
Fleet Coordinator / Equipment Mechanic
General Ledger Accountant
GIS & SCADA System Engineer
Lead Maintenance Technician
Lead Parks & Facilities Maintenance Worker
Lead Water Quality Control Technician
Maintenance Technician I/II
Maintenance Technician III
Operational & Information Technology Technician I/II
Park & Facilities Coordinator I/II
Park & Facilities Supervisor
Parks & Facilities Maintenance Worker I/II
Public Works Construction Inspector

Purchasing Technician
Recreation & Community Event Supervisor
Utility Operations CCTV & Hydro-Flush Crew Chief
Utility Operations Coordinator
Utility Operations Crew Chief
Utility Operations Equipment Operator I/II
Utility Operations Maintenance Worker I/II
Water Quality Control Technician

2. The wage schedule for said classifications shall be as attached hereto in Appendix A.

J. Wage Increases (Time for Consideration)

During the eleventh (11) month of initial service (probationary period) a performance review will be completed by the EMPLOYEE'S SUPERVISOR.

Wage increases shall be considered after the probationary employees initial twelve (12) months of service. Increases after the initial twelve (12) months of service shall be granted as applicable, based on EMPLOYEE performance. Reason for denial of a wage increase will be presented to the EMPLOYEE.

Additional wage increases may be considered each twelve (12) months thereafter.

The MANAGER shall administer the DISTRICT wage plan based on EMPLOYEE'S performance, and the recommendation of EMPLOYEE'S SUPERVISOR. Evaluation of EMPLOYEE'S performance shall be made in accordance with SECTION 1.20; subject to the grievance procedure.

K. Merit Based Wage Increases (Amount)

Employees shall be eligible for a one step (5%) merit increase annually until such time as employee reaches top step. To be eligible for a step increase, an EMPLOYEE'S evaluation must be an overall average of "Meets Expectations," "Exceeds Expectations," or "Superior Performance."

L. Effective Date of Wage Increases

Wage increases will be effective at the start of the next regularly scheduled pay period immediately following the eligibility date of the increase.

M. Performance Evaluation Scores

If requested, every July 1 during the term of the MOU, the DISTRICT will provide Local 39 with performance evaluation scores for bargaining unit members, identified only by the EMPLOYEE's step, and not identifying any employee by position or name, which were awarded during the past year, provided the disclosure of such information does not violate EMPLOYEE's rights.

N. Appointment to a Higher Starting Wage

Original appointment shall be made at the starting wage step for each position, except that upon approval of the MANAGER, appointments may be made at a higher step. Consideration shall be given to labor market conditions, education, and experience of the proposed EMPLOYEE as compared to minimum qualifications for the classification.

Upon approval of the MANAGER, the employee's education and experience will be considered to promote within the new wage range as outlined in MOU section 1.13.01(A) to the step closest to, but not less than a 5% increase.

O. Annual Wage Range Increase

Effective the first full pay period of July 2022, EMPLOYEES shall receive a cost-of-living wage range increase of five percent (5%). Thereafter, employees shall receive an annual wage range increase as a cost-of-living adjustment, effective as of the first full pay period of July 2023, July 2024, July 2025, and July 2026. Each such increase shall reflect the change in the Consumer Price Index over the most recent April–March period prior to each adjustment, based on the average of the San Francisco–Oakland–Hayward Urban Wage Earners and Clerical Workers index and the U.S. City Average Urban Wage Earners and Clerical Workers index in accordance with the report published in April.

Notwithstanding the result of the calculation described above, the annual wage increase shall be no less than and no more than the following percentages:

Year	Minimum	Maximum
July 2023	2.5%	4.5%
July 2024	2.5%	4%
July 2025	2%	4%
July 2026	2%	4%

P. Longevity Payments

Effective July 1, 2022, EMPLOYEES shall begin receiving a one-time bonus payment on their five-year anniversaries of \$100 for each year of service as of that anniversary in accordance with the following schedule, not subject to a maximum cap, and subject to tax withholdings:

Anniversary	One-Time Bonus Payment
5-year	\$500
10-year	\$1,000
15-year	\$1,500
20-year	\$2,000
25-year	\$2,500
30-year	\$3,000
35-year	\$3,500
40-year	\$4,000

Such payments shall not be retroactive to any anniversaries prior to July 1, 2022.

SECTION 1.13.01 WAGE UPON POSITION CHANGE

A. Promotion

An employee who is promoted to a position in a classification with a higher wage range shall be placed in the step in the new higher range which is closest to the equivalent of, but not less than, a 5% increase. An employee thus promoted is therefore assigned a new wage anniversary date effective on the date of promotion.

B. Promotion/Step Increase

An employee who is promoted to a higher class effective within thirty (30) calendar days of a step increase within the lower class range shall be eligible first to receive the within range increase and then the higher step as provided in this section.

C. Demotion

Employees may only be demoted for purposes of employee discipline or layoff. An employee who is demoted to a position in a class with a lower wage range shall be reduced in wage to the step in the lower class wage range as follows:

1. Disciplinary Demotions may be assigned to any wage step in the lower class range which is at least one (1) step less than that received in the class from which demoted. A new anniversary date shall be established on the effective date of the demotion.
2. Layoff Should an employee choose to accept a demotion in lieu of layoff, the employee will be placed at a wage step in the new lower range that is closest to their present wage in the current range.

D. Transfer

An employee who is transferred from one position to another position in the same class, or to another position in a class having the same wage range and substantially similar duties, shall be compensated at the same step in the wage range as previously received without a change in the anniversary date.

E. Reinstatement/Reemployment

An employee who is reinstated or reemployed in a position previously occupied pursuant to the District's Personnel Rules and Regulations shall be placed at the same step in the wage range received prior to separation, and a new anniversary date shall be assigned based on the reinstatement or reemployment date.

F. Range Assignment Change

1. Whenever a class is reassigned to either a higher or lower wage range by the Board, the wage of each incumbent in such class on the effective date of the reassignment shall be adjusted accordingly. If the position is reassigned to a higher range, the incumbent's wage shall be adjusted to the step in the new higher range that corresponds to the step received in the former range, and the same anniversary date shall be retained. If the position is reassigned to a class having a lower wage range, the wage and anniversary date of the employee shall not change, and the wage of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the wage of the new position exceeds the employee's present wage.
2. When a wage range reassignment becomes effective within thirty (30) calendar days of an employee's wage anniversary date, the employee shall first receive the within range step increase and then receive the corresponding step adjustment, provided that the employee's performance was satisfactory for wage advancement upon eligibility for step increases.

G. Compensation Upon Reclassification

The wage of an employee in a position that is reclassified shall be determined as follows:

1. If the position is reclassified to a class with the same wage range as the previous class, and if the incumbent is appointed to the reclassified position, the same wage rate shall apply to a change of class title.

2. If the position is reclassified to a class with a higher wage range than the previous class, then such wage will be adjusted to the first step of the new range or to a step which results in an increase of at least 5%, whichever is greater, provided that such increase is not beyond the step 6 of the wage range. The employee shall receive a new anniversary date upon reclassification in this manner.
3. If the position is reclassified to a class with a lower wage range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's wage shall not change. If the employee's wage is greater than the maximum step of the lower wage range, the employee's wage shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other wage increase results in a monthly wage appropriate for the class. The employee's wage anniversary date shall not change.
4. Employees shall not be required to serve a probationary period when they are appointed to a position that has been reclassified.

SECTION 1.14 ASSIGNMENTS REQUIRING EMPLOYEE TRAVEL

A. Mileage Reimbursement Rate

When it is necessary and authorized by the MANAGER for an EMPLOYEE to use a privately owned vehicle for District business, the EMPLOYEE shall be reimbursed at the IRS rate in effect at the time the mileage is incurred.

B. Meal Expense Reimbursement

When it is necessary and authorized by the MANAGER for an EMPLOYEE to perform travel for District business, which includes mealtimes, such meals shall be paid for by the District at the government Per Diem Rates as published by the U.S. General Services Administration for the travel destination. Lodging and other travel expenses shall be paid by the District upon presentation and approval of receipts for charges.

C. Reimbursement Process

Travel expenses shall be paid upon presentation and approval of receipts, unless such expenses exceed one hundred (\$100) dollars, whereupon expenses incurred shall be paid by check on the next processed payroll check run.

SECTION 1.15 HOLIDAYS

A. Holidays Observed

The following 12 days shall be observed as 8 hour paid holidays by District EMPLOYEES:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

12. New Year's Eve

B. Holiday on Saturday or Sunday

When the Observed District holiday falls on a Saturday or Sunday, the preceding Friday or succeeding Monday respectively, shall be Designated as the paid District holiday. However, for purposes of this provision, for those employees who work weekend shifts, the Observed District holiday will also be Designated as the paid District holiday. See Section 1.11.G for work on holidays.

SECTION 1.16 VACATION

A. Earned Biweekly

Vacation shall be credited to an EMPLOYEE on a biweekly basis.

B. Accrual Rate

Effective the first full pay period of July 2022, vacation shall be accrued based on the following:

1. 0 - four (4) years of employment: 3.08 hours per pay period.
2. After the fourth (4th) anniversary 4.62 hours per pay period.
3. After the ninth (9th) anniversary 6.15 hours per pay period.
4. After the fourteenth (14th) anniversary 6.77 hours per pay period.
5. After the nineteenth (19th) anniversary 7.69 hours per pay period.

C. New Hire Eligibility

An EMPLOYEE shall begin to accrue vacation with the first day worked and be eligible to utilize accrued vacation with the 1st full pay period after six (6) months of continuous employment from the date of hire.

D. Holiday during Vacation

If a holiday, as defined by this Memorandum occurs during vacation leave it shall not count as a vacation day.

E. Payment of Vacation Leave Upon Termination/Separation

Upon termination after six (6) months of employment, the EMPLOYEE will be paid for all accrued vacation leave earned to the date of termination.

F. Vacation Request Process

Requests for vacation must be presented as least fourteen (14) days prior to the time vacation is requested. Special consideration may be given by the MANAGER in the case of an emergency situation. Requests will be approved in the order received. The granting of requests will be in accordance with the workload of the DISTRICT, and two employees working in the same department, or on the same crew, may not be allowed vacation leave at the same time. In the event of an unforeseen or emergency circumstance, vacation may be granted by the MANAGER without the advance notification requirement. Approval of such requests will not be unreasonably withheld.

G. Vacation Accrual Maximum

No vacation may be earned or accrued resulting in balance two (2) times the EMPLOYEE's annual accrual rate.

H. Vacation Leave Sell Back Option

1. In November of each year, by a calendar date near November 15 as determined by the District, EMPLOYEES may make an irrevocable election to sell-back up to 80 hours of vacation leave accrued the succeeding calendar year. The EMPLOYEE must have a minimum balance of 40 hours of vacation leave available after the vacation leave sell back occurs. The EMPLOYEE must have accrued and maintained the number of hours of vacation leave elected for sell-back (i.e. if an EMPLOYEE has elected to sell back 40 hours, but at the applicable time only has a balance of 40 hours, no sell back is available).
2. Irrevocable elections will be made on a form provided by the District that must be executed during the November sell-back election period. Once the period closes, no elections may be made until November the following year.
3. When electing in November for sell-back the subsequent year, EMPLOYEES that elect to sell-back a portion of their vacation leave accrual can opt to be paid for such at any time during the following calendar year, assuming they have since accrued the vacation leave above the 40 hour floor. Payments will be made in the first full pay period of the month following the close of the election/accrual date and shall be subject to all applicable payroll taxes and withholding.
 - For example, Employee has a vacation balance of 40 hours in November 2022, accrues 80 hours of vacation leave annually, and elects at that time to sell back 40 hours June 30, 2023 and 40 hours December 1, 2023. If, as of June 30, 2023, Employee's vacation accrual balance has reached 80 hours; Employee will be paid for 40 hours of that balance on the first payroll cycle in July 2023, leaving an accrued vacation balance of 40 hours.
 - If Employee then uses some vacation time in September 2023, and as of December 1, 2023 has a vacation balance of 45 hours, then a sell back of 5-hours will occur at that time.
4. While an EMPLOYEE is electing to sell back vacation leave in November, the EMPLOYEE will only be taxed upon actual paid receipt of the sell back balance elected.

SECTION 1.17 SICK LEAVE

A. Sick Leave Use

Sick leave benefits are provided to EMPLOYEES by the DISTRICT as follows:

Sick leave shall be defined as the absence from duty by an EMPLOYEE for the following reasons:

1. Quarantine because of exposure of a contagious disease, or when incapacitated from performance of duties because of personal illness or injury, or for medical or dental examination and/or treatment.
2. Attendance upon a member of the EMPLOYEE'S immediate family because of illness or injury where the attendance of the EMPLOYEE is definitely

required for care, or to transport such individual for care. Immediate family shall be defined to mean spouse, child, brother, sister, parents, spouse's parents, or close relatives.

B. Accrual Rate

Sick leave shall accrue at the rate of 3.7 hours per pay period subject to a maximum balance of 960 hours of sick leave.

C. Sick Leave Request Process

Sick leave shall be granted only by the MANAGER. Requests for sick leave shall be presented in advance for medical and dental appointments. In all cases, requests for time off for sick leave must state the reason for the sick leave request. The MANAGER may require evidence in the form of a physician's statement, or other documentation of the EMPLOYEE'S absence for medical purposes. Additional sick leave may be granted an EMPLOYEE by the MANAGER, when in the judgment of the MANAGER, such additional time is justified. Upon advance notification, vacation or CTO may be used to supplement available sick leave in non-recurring emergency situations at the discretion of the MANAGER.

D. Physician Statement

Following an absence for serious illness, injury, or exposure to a contagious disease, the MANAGER may require a statement by a physician, indicating that the EMPLOYEE is fit to return to work.

E. Misuse of Sick Leave Prohibited

Use of sick leave for any purpose other than that defined above will be grounds for discipline, or termination, at the discretion of the MANAGER.

F. Supervisor Notice Required

To be eligible for sick leave, the EMPLOYEE must notify their SUPERVISOR, when giving notice is reasonable, prior to the time set for performing the EMPLOYEE'S daily duties.

G. Sick Leave Reporting

If a supervisor/manager has reason to believe that an employee is not using their sick leave appropriately, e.g. unusual pattern of sick leave use, frequent use of incidental sick leave, etc., the employer may place an employee on a sick leave reporting requirement. The steps for this process shall be as follows:

1. The supervisor/manager will meet with the employee and provide a list of the problem absences. Absences subject to FMLA or work place injury (Worker's Compensation) will not be included in the list of problem absences.
2. The supervisor/manager will provide the employee with a memo that outlines the employer's concerns and expectations. The employee will be notified in writing of the goal they are expected to reach.
3. The employee and the supervisor/manager will meet at least quarterly to discuss this issue until the employee is removed from the additional sick leave monitoring requirement.

Nothing herein shall preclude the District from taking disciplinary action for abuse of

sick leave in accordance with existing MOU provisions in addition to following the procedures outlined above.

H. Pregnancy Disability Leave

An EMPLOYEE is entitled to disability leave during the time they are disabled due to pregnancy, childbirth, or related medical conditions in accordance with District policy and all applicable state and federal law.

I. Family Care and Medical Leave (FMLA/CFRA)

The District complies with the provisions of the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), which provide EMPLOYEES with leave time relating to the birth or adoption of a new child and for personal and immediate family medical situations. The terms of these leaves are in accordance with District policy and all applicable state and federal law.

J. Sick Leave Payment at Separation of Employment

Upon termination, separation or retirement, an employee who has completed twelve (12) months consecutive employment shall be paid as follows: 50% of accumulated sick leave shall be paid to the EMPLOYEE with one (1) to five (5) years of service, 75% shall be paid for employees with six (6) or more years of service. 100% of an employees accumulated sick leave balance will be paid the EMPLOYEE'S beneficiary in the event of death.

In lieu of the above, employees who retire from the DISTRICT may convert accumulated sick leave hours for CalPERS Service Credit subject to CalPERS Unused Sick Leave Credit conversion limitations. Any non-converted sick leave balance would be paid subject to the above stated percentages.

K. Sick Leave Sell Back Option

1. In November of each year, by a calendar date near November 15 as determined by the District, EMPLOYEES may make an irrevocable election to sell-back up to 80 hours of sick leave accrued the succeeding calendar year at a rate of 50%. The EMPLOYEE must have a minimum balance of 80 hours of sick leave available after the sick leave sell back occurs. The EMPLOYEE must have accrued and maintained the number of hours of sick leave elected for sell-back (i.e. if an employee has elected to sell back 40 hours, but at the applicable time only has a balance of 80 hours, no sell back is available).
2. Irrevocable elections will be made on a form provided by the District that must be executed during the November sell-back election period. Once the period closes, no elections may be made until November the following year.
3. When electing in November for sell-back the subsequent year, EMPLOYEES that elect to sell-back a portion of their sick leave accrual can opt to be paid for such at any time during the following calendar year, assuming they have since accrued the sick leave above the 80 hour floor. Payments will be made in the first full pay period of the month following the close of the election/accrual date, and shall be subject to all applicable payroll taxes and withholding. The example in Section 1.16(H)(3) (vacation sell back) applies in this context as well.
4. While an EMPLOYEE is electing to sell back sick leave in November, the EMPLOYEE will only be taxed upon actual paid receipt of the sell back balance elected.

L. Sick Leave as Personal Leave

EMPLOYEES are allowed to use twenty-four (24) hours of sick leave per fiscal year for personal leave to be used at their discretion. Personal leave must be approved by the EMPLOYEE'S supervisor in advance of employee's use of such leave. Personal leave may not be accrued from year to year. Unused personal leave will remain as accrued sick leave.

SECTION 1.18 LEAVES OF ABSENCE

A Leave of Absence may be granted by the DISTRICT to EMPLOYEES as follows:

A. Bereavement Leave

A leave of absence with pay may be granted by the MANAGER in the event of death or anticipated death within seven calendar days in the EMPLOYEE'S immediate family or a close relative or other person as approved by the General Manager. Leave for an immediate family member's death and anticipated death shall not exceed forty hours per immediate family member without the approval of the DISTRICT.

Immediate family member or close relative is defined as follows: spouse, parent, sister, brother, child, grandchild, grandparent, and the aforementioned relatives-in-law, members of the employee's household, and in specific circumstances, other specially-related individuals as approved by the General Manager.

B. Jury Duty

EMPLOYEES shall be allowed a leave of absence with pay when subpoenaed for jury duty. Private transportation shall be utilized. An EMPLOYEE shall notify the MANAGER upon receiving notice to appear for jury duty.

C. Military Leave

EMPLOYEES shall be granted leaves of absence for military duty in accordance with Military and Veterans Code of the State of California. Pay for military leave not greater than a two (2) week period shall equal the EMPLOYEE'S regular pay, minus military base pay for the period of duty as shown on official orders, if such a difference exists.

D. Other Time Off

Time off may not be taken without completing a formal request prior to taking such leave. The request must be approved by the EMPLOYEE'S SUPERVISOR, and the MANAGER.

E. Leave of Absence Without Pay

Temporary leaves of absence without full pay will be granted at the sole discretion of the DISTRICT. Leaves of absence up to thirty (30) calendar days may be granted by the MANAGER.

Extended leaves of absence without full pay may be granted by the DISTRICT upon written application of the EMPLOYEE. During a leave of absence of thirty (30) calendar days or more, an EMPLOYEE shall not accrue sick leave and vacation benefits. The DISTRICT will make no contributions to retirement, medical, dental, or other benefits during that period except as required by state or federal law and MOU. The benefits may be continued upon payment of the total premiums or fees by the

EMPLOYEE. Accrued vacation and sick leave on record shall not be lost by virtue of a leave of absence. District reserves the discretion to grant or deny leave without pay. If an employee is on leave without pay, he/she will not accrue leave in any pay period unless he/she is in paid status for some or all of that pay period.

F. Anniversary Date

An employee's anniversary date remains unchanged regardless of any leave of absences. The length of time the District was able to observe the individual performing in the position shall be taken into account in the evaluation.

G. FMLA/CFRA Holiday Pay

An employee who is on leave pursuant to the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) shall be entitled to paid holiday leave for holidays falling during such leave if the employee is on paid status on the last workday before the holiday or the first workday after the holiday.

SECTION 1.19 *WORKER'S COMPENSATION - DISABILITY AND INJURY*

A. State Law to Provide

EMPLOYEES who suffer an injury resultant from employment duties shall proceed, and receive benefits as provided for in accordance with State law, as follows:

B. Notice and Treatment

The EMPLOYEE shall immediately notify his/her SUPERVISOR, and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the MANAGER. The EMPLOYEE shall not be considered absent from duty during the time required for medical examination and/or emergency treatment. The EMPLOYEE and the EMPLOYEE'S SUPERVISOR shall, as soon as practicable, file a written report on a form provided by the DISTRICT with the MANAGER, in accordance with State law.

C. Coordination of Insurance, Disability, and Sick Leave Payments

The EMPLOYEE (if a full-time regular employee) shall file a claim for State Disability Insurance (SDI) with the State of California Employment Development Department (EDD). The first three (3) working days off due to a job related injury shall be treated as sick leave, but shall not be deducted from the EMPLOYEE'S accrued sick leave at that time. These three (3) days is intended to supplement the injured employee until Worker's Compensation benefits, and SDI benefits, if any, are received. If the employee at a later date receives pay from Workers' Compensation for the first three (3) days off, then the claims administrator will reimburse the District on the employee's behalf.

If, upon returning to work, the EMPLOYEE continues to require treatment and/or therapy, the EMPLOYEE will be allowed paid time off for medical treatment or therapy within the limits of the workers' compensation administrator as follows:

- Two (2) hours per appointment, two (2) times per week; or
- Four (4) hours for one (1) appointment per week; or
- Any combination not to exceed four (4) hours per week.

The EMPLOYEE shall provide his/her supervisor written documentation from their doctor verifying appointment and that the treatment provided is under the authorization of the workers' compensation claim. Forms for this purpose can be found along with

the other workers' compensation forms.

Additional time off for required treatment and/or therapy will be paid out of the EMPLOYEE's sick leave. After sick leave has been exhausted, the EMPLOYEE must use his/her accrued vacation leave, or other accrued leave. It is the EMPLOYEE's responsibility to schedule the appointments as close to either the beginning of the work day or towards the end of the work day as possible. Paid time off does not integrate with any disability paid leave from the workers' compensation administrator. During this time FMLA may run concurrently with workers' compensation as defined in the District's FMLA policy.

D. Designation of Treating Doctor

During a period of disability, the DISTRICT has the right to assign a physician for the EMPLOYEE, unless the EMPLOYEE has placed in his/her personnel file prior to injury a letter requesting medical treatment only be obtained from a specific physician.

E. Additional Sick Leave

In the case of a job-related injury, additional sick leave may be authorized by the DISTRICT at the request of the MANAGER, if the authorization for additional sick leave is deemed appropriate.

F. Light or Modified Duty

When the EMPLOYEE is authorized by his/her physician to return to work after a job-related injury, the EMPLOYEE shall provide the DISTRICT with a written notice from the physician. The DISTRICT retains the option of allowing or denying the EMPLOYEE to return to work when a physician's release states the employee is to be assigned to "light duty", "desk duty", or "limited duty", if the EMPLOYEE'S normal job requires heavy or strenuous work.

G. Leave Accrual

Vacation and sick leave benefits will not accrue during the time an EMPLOYEE is on disability in excess of thirty (30) calendar days after EMPLOYEE no longer meets the minimum requirement to receive full pay in pay period.

SECTION 1.20 EVALUATION OF EMPLOYEE PERFORMANCE

A. Evaluations Required

EMPLOYEEES shall receive an evaluation of performance as follows:

B. Probationary Evaluation

A performance evaluation will be done quarterly by the supervisor/manager for the 1st, 2nd, and 3rd quarters. The last quarterly evaluation shall be conducted in the 11th month of a probationary period, and annually thereafter. Performance evaluations shall be made more frequently at the discretion of the MANAGER.

C. Evaluation Process

The evaluation shall be made by the EMPLOYEE'S SUPERVISOR, and shall be reviewed and approved by the SUPERVISOR'S SUPERVISOR prior to review with the EMPLOYEE. The evaluation shall be written on a form provided by the DISTRICT. Performance may be evaluated at any time conditions warrant, and wage changes may be recommended for consideration prior to an EMPLOYEE'S

anniversary date.

D. Appeal to General Manager

If an EMPLOYEE feels the evaluation does not correspond with the facts, the EMPLOYEE may appeal to the MANAGER who shall make the final decision regarding the evaluation, subject to the grievance procedure.

E. Wage Adjustment

Wage Increases for Employees during the term of the agreement: See Section 1.13, subsection J

F. Driving Record Review

EMPLOYEE'S driving records must be improving, or clean for consideration for wage increases and/or promotion, subject to the following:

1. EMPLOYEES convicted of a moving violation in a District vehicle or on District business during the performance review period may not be eligible for consideration of a wage increase or for promotion. Attending and completing an approved driving school as directed and authorized by the court will allow consideration as if no conviction occurred. Moving violations include violations involving a moving vehicle for which points are charged per the California Vehicle Code.
2. EMPLOYEES convicted of two moving violations or convicted of driving under the influence in a District vehicle or on District business during the preceding twelve month review period, will not be eligible for consideration of a wage increase and/or promotion.

The provisions of the above Section (driving record) shall be subject to the grievance procedure.

G. Step Increases

All employees shall be eligible for consideration of one (1) step (5%) wage increase based on their performance review rating, until the employee reaches the top step of the wage range.

H. Sixth Wage Range Step

Effective July 1, 2022, a sixth 5% wage step will be added to the wage ranges for classifications covered by this Memorandum of Understanding. Any employees receiving performance pay under the eliminated Performance Pay at Top Step Program on July 1, 2022 shall be advanced to the new step six effective the first full pay period of July 2022.

SECTION 1.21 HEALTH, WELFARE AND RETIREMENT BENEFITS

A. Health Benefits

The District will pay 100% of the premium each month for each employee towards the SDRMA 80/20 Gold Plan PPO. The District will pay the premium amount for Employee or Employee plus Dependent(s) coverage based on each employee's eligibility. Employees may change their eligibility status during the open enrollment period each calendar year or when they experience a qualifying event. Employees will be covered under the SDRMA 80/20 Gold Plan PPO.

B. Premium Continuation Program

In the event of accident, illness, or layoff of any EMPLOYEE that has cleared the probationary period, the DISTRICT will continue the monthly payments for the EMPLOYEE and the employees' dependents for health, dental, and vision premiums for a period not to exceed six (6) months.

C. Dental and Orthodontia Coverage

The District will pay 100% of the premium each month for each employee towards the SDRMA Dental High Plan which includes orthodontia coverage. The District will pay the premium amount for Employee or Employee plus Dependent(s) coverage based on each employee's eligibility. Employees may change their eligibility status during the open enrollment period each calendar year or when they experience a qualifying event.

D. Vision Coverage

The District will pay 100% of the premium each month for each employee towards the SDRMA Vision Option 5 – Plan C. The District will pay the premium amount for Employee or Employee plus Dependent(s) coverage based on each employee's eligibility. Employees may change their eligibility status during the open enrollment period each calendar year or when they experience a qualifying event.

E. Health Reimbursement Arrangements (HRA)

Each fiscal year the District will make a \$3,500.00 contribution into each employee's Health Reimbursement Arrangement (HRA). Contributions shall be prorated monthly, i.e., \$3,500.00 divided by 12 and prorated according to the employee's insurance eligibility.

SECTION 1.21.01 RETIREMENT PROGRAM

A. District Plan – Classic Member

The District has contracted with the California Public Employees' Retirement System (CalPERS) Miscellaneous Plan 2% @ 55. Classic Members will continue to participate under this formula.

Classic Members pay 100% of the employee share (7%) or up to 50% of the total normal cost of their pension benefit as determined by CalPERS not to exceed 8% whichever is greater.

B. District Plan – New Member

The Public Employees' Pension Reform Act of 2013 (PEPRA) implemented pension benefit changes to employees hired after January 1, 2013. Employees hired into public service after this date as defined in subsection C below are designated as New Members with a pension benefit formula set at 2% @ 62. The law requires New Members to pay 50% of the normal cost of this pension.

New members will therefore continue to pay 50% of the total normal costs.

C. Definitions

CLASSIC MEMBER: Hired *before* January 1, 2013, a member of CalPERS, and retains the existing benefit of 2% @ 55.

NEW MEMBER: Hired *after* January 1, 2013 and either:

1. Has no prior membership
2. Not eligible for reciprocity with another CalPERS system
3. Has had a break in service of greater than six months

SECTION 1.21.02 *DISABILITY RELATED AND LIFE INSURANCE PROGRAMS*

A.State Disability Insurance (SDI)

The District will facilitate employee participation in the State Disability Insurance (SDI) program which provides supplemental income in the event an employee is not able to work. SDI is an employee paid benefit paid by the employee through an automatic payroll deduction at a rate determined annually by the program administrators.

B. Long-term Disability Insurance

As of September 2005, the District agrees to provide employees, at District cost, long term disability insurance with a sixty (60) day elimination period for employees that will pay 66.66% of their regular wage. Long term disability benefits shall be as set forth in the long-term disability policy. A copy of the LTD policy will be provided to the EMPLOYEE.

C. Life Insurance

The District will provide term life insurance equal to two times annual wage of each employee or to a maximum of \$100,000 policy limit (whichever is lower) with provisions in accordance with the policy purchased by the DISTRICT. A copy of the life insurance policy will be provided to the EMPLOYEE.

SECTION 1.22 *EDUCATION, TRAINING AND CERTIFICATION*

A. Opportunities

EMPLOYEEES shall be encouraged to seek education opportunities and shall be encouraged to attend training programs provided by the DISTRICT as follows:

B. College Courses

For college, community college and other courses for which academic credit is given, and which are approved by the DISTRICT, the cost of tuition, books, and course materials shall be reimbursed to the EMPLOYEE upon presentation of evidence of successful completion of the course, as determined by a passing grade from the institution presenting the course. Employees may take up to a maximum of 40 hours of paid leave per fiscal year, paid at non-overtime rates, to attend these courses.

C. Job Related Courses

For job related training courses designed to provide the EMPLOYEE with skills to improve efficiency or to provide for education necessary to obtain state mandated certificates, and continuing education units for certifications required for specific job descriptions, the DISTRICT shall provide payment of course fee, transportation, reimbursement for meals and lodging, and shall pay a maximum of eight (8) hours per day for attending such training.

D. Class A/B Driving License Requirement

Position requirements and timelines for obtaining a Class A or B Commercial Driver's License with Manual Transmission and Tanker endorsements are outlined in position

job descriptions. Failure to obtain and maintain required licenses shall be addressed according to Section 1.22.I – Certification Lapses, Section 1.28.A – Disciplinary Causes, and/or Appendix C – Substance Abuse Policy (Safety Sensitive).

Those employees, identified in side letter to this Memorandum of Understanding, who, as of the signing of this Memorandum of Understanding, do not currently hold the required Class A or B Driver's License with endorsements, shall be required to continue diligent pursuit of the required licenses and endorsements. The District shall provide the time and training necessary for the identified employees to achieve the required licenses and endorsements. No deadline is established for the identified employees to achieve required licenses and endorsements. No disciplinary action shall be taken with the identified employees for failure to pass the required written and practical tests associated with the required licenses and endorsements. Failure of identified employees to diligently pursue licensing and remain eligible for required licensing and endorsements, shall be addressed according to Section 1.22.I – Certification Lapses, Section 1.28.A – Disciplinary Causes, and/or Appendix C – Substance Abuse Policy (Safety Sensitive).

E. Certification Requirement

For any EMPLOYEE holding a position for which a certification is required for that position, maintenance of all the certifications required for that position shall be a condition of employment.

F. Certification Pay Program

A wage increase will be paid for certification & education. All certifications and education must be approved by the District, not duplicated unless approved by the District, and carry a cumulative maximum of 10% in compensation. Certification and Educational Programs that result in eligibility for additional compensation are shown in Appendix "B". Certifications listed as "desirable" in Job Descriptions and included in Appendix "B" are eligible under the Certification Pay Program.

G. Bilingual Incentive Pay

District will pay additional 2% bilingual incentive pay for those employees designated by the District to translate or communicate in a language other than English. Designated languages must meet the business need of the District as determined by the General Manager. Bilingual incentive pay counts toward maximum District payment of ten percent (10%) for Incentive and certification pays approved by the District.

H. Certification Pay Process

All requests for certification and education pay must be approved by the General Manager in advance. District agrees to pay all expenses associated with approved requests according to their current practice. District agrees to pay for the maintenance of all existing certifications as of July 1, 2005.

I. Certification Lapses

For those employees who have certifications above the minimum requirement for the job, the District will cease certification pay at the end of the current pay period if an employee's certification described in Appendix B lapses. The District will reinstate certification pay at the beginning of the next pay period after an employee recertifies.

For those employees who allow a certification to expire that is required to maintain minimum qualification for their job, the District will determine if the employee can

remain in a paid work assignment without that certification. If not, the District will place the employee on leave while the employee attempts to recertify. During this absence, the District will allow the employee to first use accrued, paid leave and thereafter may place the employee on an unpaid leave status if the employee exhausts all forms of paid leave. The District will immediately reinstate the employee from leave status when the employee recertifies.

The District may discipline an employee, up to and including employment termination, due to a lapsed certification which constitutes a minimum qualification of the employee's job classification.

SECTION 1.23 *DISCRIMINATION*

No employee or applicant for employment shall be discriminated against based on race, religion, gender, disability, sexual orientation, marital status, or on any other grounds identified in State or Federal law as a protected status.

SECTION 1.24 *PROMOTIONS*

A. Promotion Policy

It is the policy of the DISTRICT to promote and transfer fully qualified DISTRICT personnel to vacant or newly created positions. In the event there are not enough qualified applicants in the opinion of the MANAGER for transfer or promotion currently employed by the DISTRICT, the DISTRICT retains the right to recruit persons outside DISTRICT service and this selection shall be at the sole discretion of the MANAGER.

B. Posting Requirement.

When it is necessary to permanently fill a vacant position in the UNIT, a notice of vacancy shall be posted on the shop bulletin board by the General Manager or designee, and all interested persons shall be given two (2) weeks to submit an application to the MANAGER to be considered for the position. All applicants qualified for the position will be interviewed.

C. Procedure

The following steps will be followed to insure consistency:

1. Opening posted and/or advertised at least fourteen (14) days prior to closing date.
2. After selection, all candidates shall be notified within five (5) days of decision. Reasons for selection will be discussed individually with all DISTRICT EMPLOYEES interviewed.

D. Flexible Staffing

It is the District's desire to retain and internally develop its employees through use of a flexible staffing approach. Employees are eligible to promote to higher levels in a job series (I/II as an example) if they have fulfilled the prerequisites for the higher level job classification and have demonstrated satisfactory performance reviews which indicate they are performing at a higher level of service. In recognition of the value of its employees performing at the journey level for each classification, the District has agreed that there will no maximum number of positions authorized at the higher level (I as compared to II level for example). Employees who are promoted in this manner will serve a six-month (6) promotional probationary period.

SECTION 1.25 UNIFORM AND CLOTHING ALLOWANCE

All Bargaining Unit employees who have successfully completed the probationary period are eligible for the uniform and clothing allowance. The employee will purchase their clothing through the District or the District will reimburse the employee, upon proof of purchase by receipt, up to the annual uniform allowance amount stated in subsection **A** and **B**, for the purchase of uniforms, approved work clothing 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 supplied by the District in subsection C is 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. Foul weather gear shall be returned to the District upon discontinuance of employment, including the end of seasonal employment.

Should any uniform or clothing item become unserviceable prior to the annual allowance date the employee will be responsible for replacing the items as necessary. If any item becomes unserviceable due to extreme work conditions, and at no fault of the employee, the District may replace the item upon written request to the Manager or a designated representative stating justification for any unserviceable item.

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

All logo-wear purchased by employee and reimbursed by the NTPUD shall be returned to the NTPUD 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.

The allowance for uniform and clothing shall not exceed \$420.00 per year effective July 2022 and shall be adjusted each following July by the same CPI rate as employee wages for subsections **A** and **B**.

A. The annual uniform / work clothing allowance at 100% of \$420.00 for the employees in the following job classifications:

- Assistant Engineer
- Associate Engineer
- Engineering Technician I/II
- Fleet Assistant
- Fleet Coordinator / Equipment Mechanic
- GIS & SCADA System Engineer
- Lead Maintenance Technician
- Lead Parks & Facilities Maintenance Worker
- Lead Water Quality Control Technician
- Maintenance Technician I/II
- Maintenance Technician III
- Operational and Information Technology Technician I/II
- Parks & Facilities Maintenance Worker I/II

Park & Facilities Supervisor
Public Works Construction Inspector
Purchasing Technician
Recreation & Community Event Supervisor
Utility Operations Coordinator
Utility Operations Crew Chief
Utility Operations CCTV & Hydro-Flush Crew Chief
Utility Operations Equipment Operator I/II
Utility Operations Maintenance Worker I/II
Water Quality Control Technician

B. The uniform / clothing allowance at 75% of subsection A for the employees in the following job classifications:

Accounting Technician
Administrative Assistant
Contracts & Planning Coordinator
Customer Service Representative I/II
Customer Service Team Lead
Event Center Coordinator I/II
General Ledger Accountant
Park & Facilities Coordinator I/II

C. Foul Weather Gear for group defined in section A shall consist of:

Pants (waterproof / Gortex)
One pair of thermal under laying
Belt
Jacket w/hood (waterproof / Gortex)
Gloves (waterproof / Gortex)
Boots (composite toe) not to exceed \$600 every two years.

D. Safety Equipment / PPE for staff shall be provided on an as needed basis, but not more often than annually. Unserviceable items must be presented prior to the issue of new items. All safety equipment will be selected by the District and shall meet the requirements of the California Occupational Safety and Health Administration guidelines.

Hard Hat
Safety vest
Safety glasses
Work gloves (leather, rubber and latex, etc.)
Nighttime or foul weather pants
Nighttime or foul weather jacket
Boots (leather, steel toed) annually not to exceed \$350.

SECTION 1.26 LAYOFF / DEMOTION

A. Layoff

1. The appointing authority may lay off employees pursuant to this section whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interest of economy to reduce the force in a department or office.

2. The district shall give the union notice prior to implementation of any proposed layoff and shall consult with the union, in good faith, regarding the effects of said layoff. Such consultation shall not delay the effective date of the layoff unless an agreement is reached to postpone or cancel the proposed layoff.

B. Order of Layoff

1. All extra help and provisional employees shall be laid off, in an order determined by the appointing authority, before any probationary employees.
2. All part-time probationary employees shall be laid off, in an order determined by the appointing authority, before any full-time probationary employees.
3. All full-time probationary employees shall be laid off, in an order determined by the appointing authority, before any regular employee.
4. All part-time regular employees shall be laid off, in an order determined by the appointing authority, before any regular full-time employees.
5. When it becomes necessary to reduce the force in any department by layoff of regular, full-time employees, seniority and performance shall be the determining factors. For the purpose of applying this section only, performance shall be defined as annual or probationary performance evaluations submitted at least 90 days prior to the issuance of a layoff notice.

Layoffs shall be made by classification and by department in accordance with the following procedure and in the following order:

- a. All employees within the classification of a position that is being abolished whose most current annual or final probationary performance report was less than overall "Exceeds Expectations" rating shall be laid off before any employee in the same classification whose performance report, as defined above, was overall "Exceeds Expectations" rating. Within this group, a less senior employee shall be laid off before an employee with more seniority.
- b. Whenever it becomes necessary to layoff employees whose performance report, as defined above, was overall "Exceeds Expectations" rating the said layoffs shall also provide for a less senior employee to be laid off before an employee with more seniority.
- c. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

In the case of a tie in seniority pursuant to this section, such tie shall be broken by counting all time in District service.

If this method of breaking ties in seniority results in a tie, the order of layoff

shall be determined by lot as drawn by the General Manager/CEO or designee.

- d. Any employee bumped pursuant to (c) above shall be permitted to exercise bumping rights into an existing lower classification in which they have held status, where applicable.

C. Seniority Defined

For the purpose of applying this section only, seniority shall be defined as:

1. The total number of calendar days an employee has been employed in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay shall also count as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series shall count as time worked within the classification of the employee or group of employees subject to layoff or bumping.
2. Seniority shall not include any period during which an employee was:
 - a. On leave without pay for disciplinary reasons;
 - or
 - b. Not actually in District employment because of their voluntary termination, layoff, or other cause.
3. For any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to their succeeding appointment.
4. Seniority shall include any time during which an employee is on approved paid or unpaid leave of absence and receiving workers' compensation benefits for an acknowledged job-incurred injury. Such time shall be counted as time worked for purposes of determining seniority and no employee shall suffer any loss of seniority for purposes of layoff where the fact of his/her leave of absence is caused by a bona fide work-related injury.

D. Notice of Layoff

Regular employees shall be notified of layoff thirty (30) days prior to the effective date of same. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

E. Re-Employment Lists

1. Providing overall performance has been satisfactory, any person having regular or probationary status in the classified service who is laid off in good standing shall have, at the time of layoff, their name placed on the re-employment list for the classification from which they have been laid off for a period of 18 months.
2. Any regular or probationary employee who is laid off may, upon written request, have their name placed on a re-employment list for any other classification of equal or lower pay for which he or she is qualified for a period of 18 months.

A. Personnel Files

The MANAGER shall maintain a personnel file for each EMPLOYEE. The file shall contain, but is not limited to, information on the EMPLOYEE'S date of hire, payroll information, benefit information, sick leave, vacation, education and training courses completed, memoranda to EMPLOYEE'S performance evaluations, leave of absence requests, worker's compensation, and disability information. Nothing of a negative nature will be placed in an EMPLOYEE'S file without a copy being furnished to the EMPLOYEE.

B. Employee Access to Review File

Upon the EMPLOYEE'S request, the MANAGER shall, at reasonable times, permit the EMPLOYEE or the EMPLOYEE'S authorized representative (such authorization shall be in writing) to inspect such personnel file. However, all personnel records shall be considered confidential, and may be made available to SUPERVISORS and Department Heads, only with the expressed authorization of the MANAGER.

SECTION 1.28 DISCIPLINARY ACTION, TERMINATION OF EMPLOYMENT, & APPEALS

A. Disciplinary Causes

Regular, non-probationary EMPLOYEES may be disciplined for cause, which may include but is not limited to the following. A violation of each or any of the following may constitute a ground for discipline of an EMPLOYEE:

1. Fraud in securing employment
2. Incompetence
3. Inefficiency
4. Inexcusable neglect of duty
5. Insubordination to a SUPERVISOR or management personnel
6. Dishonesty
7. Being under the influence of alcohol or a controlled substance while on duty
8. Violation of the District Substance Abuse or Drug and Alcohol Policies
9. Failure to meet the minimum qualifications of the job description
10. Inexcusable absence without leave
11. Violation of safety standards set by the DISTRICT
12. When a motor vehicle operator's license is required by the job description, failure to (1) maintain a motor vehicle operator's license, or (2) failure to maintain a motor vehicle operator's record acceptable to the DISTRICT'S fleet insurance carrier, or (3) failure to maintain a violation point count below that which would create a prima facie presumption of being a negligent operator of a motor vehicle pursuant to California Vehicle Code Section 12810.5
13. Conviction of a felony or conviction of a misdemeanor which is of such a nature that it causes discredit to the DISTRICT. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to charge of a felony or to a charge of any offense which is of such a nature that it causes discredit to the DISTRICT is deemed to be a conviction within the meaning of this section
14. Discourteous treatment of the public or other employees
15. Engaging in political activity on District time and/or utilizing District resources for political activity
16. Willful disobedience
17. Misuse of District property
18. Refusal to take and subscribe any oath of affirmation which is required by law in connection with their employment

19. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the DISTRICT or their employment.
20. Violation of any validly adopted District policy or procedure

B. Release From Probation

Entry level probationary EMPLOYEES may be rejected at any time during said probationary period, for any reason and without right of appeal or hearing as set forth in Section 1.28 D and infra. Promotional probationary EMPLOYEES may be rejected and returned to their prior position for any reason and without right of appeal or hearing as set forth in Section 1.28 D and infra.

C. Disciplinary Actions

For any of the causes enumerated in Section 1.28 (A) (1-20), the Manager shall have the right to take any of the following disciplinary actions against any employee:

1. EMPLOYEE counseling as per the Employee Counseling Notice provided that EMPLOYEE counseling shall not be subject to appeal
2. Verbal or written reprimand; provided however that a verbal or written reprimand shall not be subject to appeal; provided further that an employee receiving a verbal or written reprimand may provide a verbal or written response to such reprimand
3. Suspension without pay
4. Reduction in wage step
5. Demotion
6. Termination

D. Notice Requirement

At least five (5) work days prior to the effective date of any proposed disciplinary action described in subparagraph C, the MANAGER or any person authorized by him, shall serve the EMPLOYEE with written notice of the proposed action, the reason for such action, a copy of the charges and material upon which the action was based, and the right to respond either verbally or in writing to the MANAGER prior to effective date of the disciplinary action. On the date set for the employee's response to the proposed disciplinary action, the MANAGER shall revoke, modify, or sustain the proposed disciplinary action and will so inform the employee in writing, if the employee has exercised the right to respond under this subdivision. If the employee does not respond, the disciplinary action shall take effect as proposed.

E. Employee Appeal Process

No later than ten (10) work days after the effective date of disciplinary action, the EMPLOYEE may file with the DISTRICT a written appeal to the disciplinary action. If the EMPLOYEE fails to appeal within the time specified or withdraws their appeal, the disciplinary action taken by the MANAGER shall be final.

F. Employee Review of Information

An EMPLOYEE who has been disciplined, an attorney or authorized representative, designated by the EMPLOYEE in writing, shall have the right to inspect any documents in the possession of or in the control of the MANAGER which are relevant to the punitive action taken and which would be admissible in evidence at the hearing of the employee's appeal from the disciplinary action. The EMPLOYEE or their attorney shall have the right to interview other employees who have knowledge of the acts or admissions upon which the disciplinary action was based. Interviews of other employees and inspection of documents shall be at times and places reasonable for the EMPLOYEE and the MANAGER.

G. Hearing Process

Whenever an appeal is filed to a disciplinary action, the hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except the EMPLOYEE and the other persons may be examined as provided in Section 19580 of the Government Code and the MANAGER and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.

H. Failure to Appear at Hearing

Failure of the EMPLOYEE to appear at the hearing shall be deemed as a withdrawal of their appeal and the action of the person imposing discipline shall be final.

I. Examination Allowed

At the hearing the EMPLOYEE may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

J. Selection of Hearing Officer

Upon receipt of the appeal, the MANAGER shall request a list of seven (7) arbitrators from either the American Arbitration Association or State Mediation and Conciliation Service. Once that list is received, the DISTRICT and the EMPLOYEE shall within ten (10) work days select the Arbitrator by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.

Nothing shall preclude the parties from agreeing to an Arbitrator without resorting to a list of names. The Arbitrator shall be an individual properly trained and experienced to conduct a comprehensive hearing on the discipline.

Upon receipt of the name of the selected Arbitrator, the MANAGER shall contact the EMPLOYEE and arrange for the earliest hearing date mutually agreeable to the Arbitrator, the EMPLOYEE and the DISTRICT.

K. Hearing

The hearing shall be conducted as a full-scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

The Arbitrator shall operate under the Voluntary Labor Arbitration Rules of the American Arbitration Association unless such rules are in conflict with this Article, or the parties to this Article mutually agree to revise the rules of the proceedings for cases falling under the jurisdiction of this Article.

The Arbitrator shall conduct a hearing and shall, within sixty (60) calendar days of conclusion of the hearing (and submission of briefs, if any), render a proposed written decision and/or order to the Board.

The cost of the hearing, including transcript and reporter fees, shall be borne equally by the parties. In the event that an EMPLOYEE is not represented by the UNION, the cost of the hearing, including transcript and reporter fees, will be split equally between the DISTRICT and EMPLOYEE.

A copy of the proposed decision shall be filed by the DISTRICT as a public record and furnished to the EMPLOYEE within ten (10) work days after the proposed

decision is filed with the DISTRICT. The Board may adopt the decision in its entirety, or may reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

If the proposed decision is not adopted, the EMPLOYEE shall be notified of such action, and the Board itself may decide the case upon the record, including the transcript, with or without taking any additional evidence. The Board shall decide no case provided for in this paragraph without affording the EMPLOYEE the opportunity to make oral and written argument before the Board. If additional oral evidence is presented before the Board, no Board member shall vote unless he or she has heard the additional oral evidence.

The Board shall render a decision within a reasonable time after receipt of the proposed decision and hearing from the EMPLOYEE. The decision of the Board shall be entered upon the minutes of the DISTRICT.

In arriving at a decision, the Board may consider any prior suspension or suspensions of the EMPLOYEE or any prior proceedings under this section.

If the proposed decision is not adopted, the Board decision shall be in writing and shall contain findings of fact and the disciplinary action, if any. The findings may be stated in the language of decision or by reference thereto. The decision shall provide notice to the employee that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

SECTION 1.29 *GRIEVANCE PROCEDURE*

A. Grievance Process

This grievance procedure shall be used to process and resolve grievances as defined under Section 1.29 (B) infra, and shall not be applicable to appeals of disciplinary action covered under Section 1.28 of this Memorandum of Understanding, it being the intent and the understanding of the parties that disputes over disciplinary action will be processed exclusively under Section 1.28 and "grievance", as defined herein, shall be processed exclusively under this Section 1.29.

B. Definitions

1. A grievance is a complaint of one or a group of EMPLOYEES, or a dispute between the DISTRICT and the UNION, involving the interpretation, application, or enforcement of the express terms of the Memorandum.
2. As used in this procedure, the term "immediate supervisor", means the individual who assigns reviews and directs the work of an employee.

C. Time Limits and Procedure

1. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.
2. Informal discussion shall precede initiation of a Formal Grievance, except a Formal Grievance shall be filed directly with the MANAGER when it involves a group of EMPLOYEES or a dispute between the DISTRICT and the UNION.

D. Employee Rights

The EMPLOYEE retains all rights conferred by Section 3500, et. seq., of the Government Code. An EMPLOYEE may elect to be represented by the UNION in resolving any grievance.

E. Informal Discussion

1. The grievance initially shall be discussed with the immediate supervisor. Within ten (10) work days the immediate supervisor shall give their decision or response. If no response is received from the immediate supervisor, it shall be treated as a denial.
2. If the informal grievance procedure is not initiated within ten (10) days of the event or condition responsible for the grievance, no basis for the grievance shall be determined to have existed.

F. Formal Grievance Procedure

1. If an informal grievance procedure does not resolve the grievance to the satisfaction of the EMPLOYEE, a Formal Grievance may be initiated. A Formal Grievance may be initiated no later than ten (10) work days from the response of the informal grievance meeting.
2. A Formal Grievance shall be initiated in writing on a form prescribed by the DISTRICT and shall be filed with the appropriate Department Head as the first level of appeal. Within ten (10) work days after the initiation of the Formal Grievance, the Department Head at the first level of appeal shall investigate the grievance, including meeting with the EMPLOYEE and representative, and give a decision in writing to the EMPLOYEE.
3. If the EMPLOYEE is not satisfied with the decision rendered, the EMPLOYEE may appeal the decision within ten (10) work days to the MANAGER. The MANAGER shall respond in writing within ten (10) work days to the EMPLOYEE. If the MANAGER determines that it is desirable, he shall hold conferences or otherwise investigate the matter.
4. If the EMPLOYEE or the UNION is not satisfied with the decision rendered by the MANAGER, the EMPLOYEE or the UNION may appeal the MANAGER's decision to the DISTRICT Board of Directors.
5. Upon receipt of the appeal, at the next regularly scheduled Board meeting, the Board shall request a list of seven (7) arbitrators from either the American Arbitration Association or State Mediation and Conciliation Service. Once that list is received, the Board and the EMPLOYEE or the UNION shall select the Arbitrator to hear the grievance by alternate striking of names from said list until only one name remains or until both parties agree on the person to hear the arbitration. The party to strike first shall be determined by coin toss.

Nothing shall preclude the parties from agreeing to an Arbitrator without resorting to a list of names. The Arbitrator shall be an individual properly trained and experienced to conduct a comprehensive hearing on the grievance. DISTRICT Board members, DISTRICT EMPLOYEES, or continuing consultants to the DISTRICT shall not be eligible to be a hearing officer.

Upon receipt of the name of the selected Arbitrator, the MANAGER shall contact the EMPLOYEE or the UNION and arrange for the earliest hearing

date mutually agreeable to the Arbitrator, the EMPLOYEE or the UNION, and the DISTRICT.

The hearing officer shall conduct a hearing pursuant to Section 11513 of the Government Code. The hearing officer shall render a proposed decision to the Board and shall allocate the cost of the grievance hearing, including his or her fee and the fee of a court reporter, if any, between the parties equally.

The hearing officer shall render a proposed decision to the Board within ninety (90) calendar days of the conclusion of the hearing, unless the parties mutually agree to an extension of time limits.

6. If the proposed decision is not adopted by the Board, the EMPLOYEE or the UNION shall be notified of such action, and the Board itself may decide the case upon the record, including the transcript, with or without taking any additional evidence. The Board shall decide no case provided for in this subparagraph without affording the EMPLOYEE or the UNION opportunity to make oral and written argument before the Board. If additional oral evidence is presented before the Board itself, no Board member shall vote unless he or she has heard the additional oral evidence.
7. The Board decision shall be in writing and shall contain findings of fact and a determination of the issues. The decision shall provide notice to the EMPLOYEE that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

SECTION 1.30 SERVICE OF NOTICE, DOCUMENTS, FILING OF CURRENT EMPLOYEE ADDRESS

A. Employee Provision of Information

All covered EMPLOYEES shall provide the MANAGER with their current home address and telephone number, if any, and shall be responsible for informing the MANAGER of any change of address or telephone number.

B. District Use of Provided Information

Whenever any notice, paper, or other document is directed to be given to or served upon any covered EMPLOYEE, such notice, paper, or other document may be personally served or it may be served by mail to the last known residence or business address of the addressee shown in the records of the DISTRICT.

C. Mail Service

Service by mail of the charges in a disciplinary proceeding, a notice of an EMPLOYEE'S suspension, or any other notice required by this agreement, may be made by the enclosure of such charges or notice in a sealed envelope, addressed to the last known address of the EMPLOYEE to be served, registered with return receipt requested, and depositing of such notification in the United States mail with postage fully prepaid. Service is complete upon mailing.

SECTION 1.31 ADDITIONAL PAY PROGRAMS

A. Acting Pay (Working out of Classification)

On occasion, due to operational necessity, an employee may be required to perform a majority of essential duties of another classification with a higher wage range. In such cases, payment for out-of-class work shall be 5% above the regular base pay, including

certification 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:

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

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 mutually agreed upon by the Union and the District.

B. Special Assignment Pay

District shall make an adjustment of 2.5% - 5.0% to an employee's base pay, including certification pay, when an employee is placed on a special assignment by the General Manager. Special assignments must be pre-approved by the General Manager and will include a Personnel Action Form (PAF) with written job duties and assignments. The amount of the special assignment pay is at the discretion of the General Manager.

SECTION 1.32 MISCELLANEOUS PROVISIONS

A. Washer/dryer

District will either provide a laundry service or will install a washer/dryer to be used by employees solely for the purpose of cleaning work clothes soiled at work. Employees shall use provided equipment only when off duty, although employee may launder dirty clothes while continuing to work.

B. Catastrophic Leave Policy

The District and Union have agreed to a Catastrophic Leave Policy which will be part of the District's Rules and Regulations. See Appendix E.

SECTION 1.33 NO STRIKE/NO LOCK OUT 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 District 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 Section to cease such conduct.

SECTION 1.34 TERM OF MEMORANDUM

This Memorandum shall be in effect from July 1, 2022 until June 30, 2027, except as otherwise specified herein.

SECTION 1.35 LABOR/MANAGEMENT COMMITTEE

A. Labor Management Committee

The Labor/Management Committee shall be responsible for non-monetary issues referred to the Committee, and to the extent deemed appropriate, monetary issues. It shall be made up of an equal number of District and Union appointed members. All recommendations made by the Committee shall be referred to the General Manager/CEO as the person responsible for administration of the Memorandum of Understanding. This Committee shall be established as a cooperative effort between the DISTRICT and UNION.

B. Committee Responsibilities

During this agreement, the Labor/Management Committee will address possible changes to the Personnel Ordinance, Employee Performance Evaluations, Job Descriptions, appropriateness of certifications on certification pay list (including possibility of adding new certifications); there will be no change in any past practice that has a monetary impact without advance notice and an opportunity to meet and confer on the issue.

SECTION 1.36 SEVERABILITY

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the agreement shall continue in full force and effect. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

APPENDIX A BI-WEEKLY WAGE SCHEDULE

NORTH TAHOE PUBLIC UTILITY DISTRICT
CLASSIFIED WAGE SCHEDULE
Effective July 10, 2022
COLA = 5%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
OPERATIONS MAINTENANCE WORKER I	2,148.80	2,256.00	2,368.00	2,486.40	2,610.40	2,740.80
OPERATIONS MAINTENANCE WORKER II	2,469.60	2,592.80	2,722.40	2,858.40	3,000.80	3,150.40
EQUIPMENT OPERATOR I	2,335.20	2,451.20	2,573.60	2,701.60	2,836.00	2,977.60
EQUIPMENT OPERATOR II	2,655.20	2,787.20	2,926.40	3,072.00	3,225.60	3,386.40
WATER QUALITY CONTROL TECHNICIAN	2,469.60	2,592.80	2,722.40	2,858.40	3,000.80	3,150.40
LEAD WATER QUALITY CONTROL TECH	2,890.40	3,034.40	3,185.60	3,344.80	3,512.00	3,687.20
OPERATIONS COORDINATOR	2,492.00	2,616.00	2,746.40	2,883.20	3,027.20	3,178.40
MAINTENANCE TECHNICIAN I	2,568.80	2,696.80	2,831.20	2,972.00	3,120.00	3,276.00
MAINTENANCE TECHNICIAN II	2,954.40	3,101.60	3,256.00	3,418.40	3,588.80	3,768.00
MAINTENANCE TECHNICIAN III	3,175.20	3,333.60	3,500.00	3,674.40	3,857.60	4,050.40
LEAD MAINTENANCE TECHNICIAN	3,456.00	3,628.80	3,809.60	4,000.00	4,200.00	4,409.60
UTILITY OPERATIONS CREW CHIEF	2,890.40	3,034.40	3,185.60	3,344.80	3,512.00	3,687.20
UTILITY OPERATIONS CCTV & HYDRO-FLUSH CREW	2,890.40	3,034.40	3,185.60	3,344.80	3,512.00	3,687.20
FLEET COORD/EQUIP MECH	2,798.40	2,937.60	3,084.00	3,237.60	3,399.20	3,568.80
FLEET ASSISTANT	2,017.60	2,118.40	2,224.00	2,335.20	2,451.20	2,573.60
ADMINISTRATIVE ASSISTANT	2,116.00	2,221.60	2,332.00	2,448.00	2,570.40	2,698.40
CONTRACTS & PLANNING COORDINATOR	2,581.60	2,710.40	2,845.60	2,987.20	3,136.00	3,292.00
GIS & SCADA SYSTEMS ENGINEER	3,717.60	3,903.20	4,097.60	4,302.40	4,516.80	4,742.40
ASSOCIATE ENGINEER	4,121.60	4,327.20	4,543.20	4,769.60	5,008.00	5,258.40
ASSISTANT ENGINEER	3,220.80	3,381.60	3,550.40	3,727.20	3,912.80	4,108.00
ENGINEERING TECHNICIAN I	2,192.00	2,301.60	2,416.00	2,536.00	2,662.40	2,795.20
ENGINEERING TECHNICIAN II	2,520.00	2,645.60	2,777.60	2,916.00	3,061.60	3,214.40
PUBLIC WORKS CONST. INSPECTOR	2,478.40	2,601.60	2,731.20	2,867.20	3,010.40	3,160.80
PARK & FACILITIES MAINT. WORKER I	1,789.60	1,878.40	1,972.00	2,070.40	2,173.60	2,281.60
PARK & FACILITIES MAINT. WORKER II	2,028.80	2,129.60	2,236.00	2,347.20	2,464.00	2,587.20
LEAD PARKS & FACILITIES MAINTENANCE WORKER	2,250.40	2,362.40	2,480.00	2,604.00	2,733.60	2,869.60
PARK/FACILITIES SUPERVISOR	2,211.20	2,321.60	2,437.60	2,559.20	2,686.40	2,820.00
PARK & FACILITIES COORDINATOR I	1,822.40	1,912.80	2,008.00	2,108.00	2,212.80	2,323.20
PARK & FACILITIES COORDINATOR II	2,108.80	2,213.60	2,324.00	2,440.00	2,561.60	2,689.60
EVENT CENTER COORDINATOR I	1,822.40	1,912.80	2,008.00	2,108.00	2,212.80	2,323.20
EVENT CENTER COORDINATOR II	2,108.80	2,213.60	2,324.00	2,440.00	2,561.60	2,689.60
RECREATION & COMMUNITY EVENT SUPERVISOR	2,497.60	2,622.40	2,752.80	2,890.40	3,034.40	3,185.60
CUSTOMER SERVICE REPRESENTATIVE I	1,765.60	1,853.60	1,945.60	2,042.40	2,144.00	2,251.20
CUSTOMER SERVICE REPRESENTATIVE II	2,030.40	2,131.20	2,237.60	2,348.80	2,465.60	2,588.80
CUSTOMER SERVICE TEAM LEAD	2,640.00	2,772.00	2,910.40	3,055.20	3,207.20	3,367.20
PURCHASING TECHNICIAN	2,376.00	2,494.40	2,618.40	2,748.80	2,885.60	3,029.60
ACCOUNTING TECHNICIAN	2,065.60	2,168.80	2,276.80	2,390.40	2,509.60	2,634.40
GENERAL LEDGER ACCOUNTANT	2,776.00	2,914.40	3,060.00	3,212.80	3,372.80	3,540.80
OIT TECHNICIAN I	2,680.00	2,813.60	2,953.60	3,100.80	3,255.20	3,417.60
OIT TECHNICIAN II	3,079.20	3,232.80	3,394.40	3,564.00	3,741.60	3,928.00

APPENDIX B INCENTIVE CERTIFICATION PROGRAM

**NORTH TAHOE PUBLIC UTILITY DISTRICT
INCENTIVE CERTIFICATION PROGRAM**

Originated: July 1, 1994

Revisions effective July 1, 2022

APPENDIX B

Incentive Certification Program

- A wage increase will be paid for certification and education. All certifications and education must be approved by the DISTRICT, not duplicated unless preapproved by the DISTRICT, and carry a cumulative maximum of 10% in compensation, which includes all increases for Education and Certification prior to 7/1/94.
- Each Certification percentage for a higher grade of certification replaces the lower grade certification percentage.
- Whenever an incentive is shown within a job classification for a CA or NV Commercial Driver's License either Class A or Class B, the EMPLOYEE must make such license available in their employment to be eligible for incentive. Incentive effective on the date such license is acquired or made available in employment, whichever occurs later.
- New courses and incentives may be added at the discretion of the DISTRICT. Online course offerings subject to availability
- Certification and education must be obtained after July 1, 1994 to qualify for the wage increase with the exception of Certifications previously in place as specified in the Maintenance and Operations Memorandum of Understanding previous to July 1, 1994.
- For job related training courses/certifications designed to provide the EMPLOYEE with skills to improve efficiency, the DISTRICT shall provide payment of course fee, transportation, reimbursement for meals and lodging, and shall pay a maximum of eight (8) hours per day for attending such training. Exceptions to this rule may be determined by the Labor/Management Committee if Certification is mandated by State, Federal or other applicable law or if needed and required by the District's job description for a particular classification.
- Upon successful completion of Certification or course, the exam or registration fee and cost of course materials will be reimbursed to the EMPLOYEE.
- Organizations providing certification testing may impose requirements which exceed the District requirements.

North Tahoe Public Utility District
Incentive Certification Program

Classifications

*Administrative Assistant
Contracts and Planning Coordinator
Customer Service Representative I/II
Customer Service Team Lead
Accounting Technician
General Ledger Accountant
Purchasing Technician
Utility Operations Coordinator*

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 1 (a) (c)	1%
S.W.R.C.B. Water Distribution Operator Grade 2 (a) (d)	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 1 (a)	1%
S.W.R.C.B. Water Treatment Facility Operator Grade 2 (a)	2.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2 (a)	2.5%
NASSCO – Pipeline and Lateral Assessment Program (PACP & LACP) (g)	1.5%
Notary Public License (e)	1%
Forklift Operators License (f)	0.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in a job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. Certification/education courses equivalent to a 3-unit college course will be considered: MS Office Suite – includes MS Word, Excel, Outlook, Access, Project, and PowerPoint; Asset Management-Lucity; Crystal Reporting; Website Maintenance.	1.5%
Examples (based on availability)	
TMCC (Truckee Meadows Community College)	
<ul style="list-style-type: none"> • Administrative Professional Certification • Business Certification • Bookkeeper Certification 	
– Online Certification Courses, 3 units each, includes Business Speech Communications, Leadership and Human Relations, Applied Business Math, Business Letters and Reports, Business	

<p>English, Customer Service, Word Certification Preparation, Excel Certification Preparation, Office Publications, Executive Office Procedures, Bookkeeping I or II, Financial Accounting, Payroll and Employee Benefit Accounting, Principles of Management, Supervision</p> <p>Sierra College Distance Learning Online, 3-Unit Courses: Computer Information Systems, Business Information Systems, Spreadsheets in Business, MS Outlook – Managing Info, Accounting I & II, Financial Accounting II, Managerial Accounting, Human Resources Management.</p>	
<p>College Non-Accredited Courses, Classroom or Online: Successful completion of a non-accredited course or approved certification at an accredited college or university in a job-related subject. A minimum of 8 hours is required to be considered for certification pay. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. (b) Examples of online courses (based on availability):</p> <ul style="list-style-type: none"> • Ed2go (Sierra College or TMCC) online courses such as: Categories include Accounting and Finance (43 courses including Accounting Fundamentals, Accounting Software, Business Writing, Database Management); Business (150 courses including Business Communication, Business Software, General Business Skills, Grant Writing, Management and Leadership, Project Management); Business Communications, Effective Business Writing; Microsoft Access. • UNR Online Purchasing Management Certificate program (7 course requirements for certificate, includes courses such as Budgeting Essentials, Essentials of Purchasing, Management Essentials, The Supply Chain Process, Legal Aspects of Contracts, Negotiating Strategies, Persuasive Communication, Price and Cost Analysis, Supplier Contracting, The Procurement Process. • UGotClass Online Sierra College: Certificate in Data Analysis, Social Media for Business Certificate (3 courses, approximately 48 hours) • Any other course that may be deemed appropriate by management. <p>(a) Incentive bonus shall be granted if a written test is required for certification or course completion.</p> <p>(b) For those certifications/courses without a written test Incentive bonus shall be granted by completing Course Questionnaire after each class/course. Each class/course required prior approval.</p> <p>(c) Utility Operations Coordinator not eligible; already included in base wage.</p> <p>(d) Utility Operations Coordinator eligible for 1.5% since 1% is included in base wage.</p> <p>(e) Limited to two (2) positions</p> <p>(f) Purchasing Technician receives 2%. A total of two other certifications will be allowed for the Customer Service Representatives. Customer Service Team Lead is not eligible; already included in base wage.</p> <p>(g) Limited to the Utility Operations Coordinator</p>	<p>0.2% for a minimum of 8 hours</p>

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Associate Engineer
Assistant Engineer

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 2	1%
S.W.R.C.B. Water Distribution Operator Grade 3	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 2	1.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 2	1.5%
C.W.E.A. Collection System Maintenance Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 4	3.5%
C.W.E.A. Mechanical Technologist Grade 2	1.5%
C.W.E.A. Mechanical Technologist Grade 3	2.5%
C.W.E.A. Electrical/Instrumentation Grade 2	1.5%
C.W.E.A. Electrical/Instrumentation Grade 3	2.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Professional Engineer's Certification (P.E.) for positions below Associate Engineer.	\$100 biweekly
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Engineering Technician I/II

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 1 (a)	1%
S.W.R.C.B. Water Distribution Operator Grade 2	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 1 (a)	1%
S.W.R.C.B. Water Treatment Facility Operator Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in a job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. Certification/education courses equivalent to a 3-unit college course will be considered: Advanced AutoCAD Certificate; MS Project Certificate; GIS Certificate	1.5%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	

North Tahoe Public Utility District
Incentive Certification Program

Classifications
GIS & SCADA Systems Engineer

Description	Incentive
S.W.R.C.B. Water Treatment Facility Operator Grade 3	1.5%
S.W.R.C.B. Water Distribution Operator Grade 3	1.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Electrical/Instrumentation Grade 1	1.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
ESRI ArcGIS Desktop Entry	1.5%
ESRI ArcGIS Desktop Associate	2.5%
Inductive Automation Ignition Credential	1.5%
Inductive Automation Core Certification	2.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Professional Engineer's Certification (PE)	\$100 biweekly
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in a job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Public Works Construction Inspector

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 2	1.5%
S.W.R.C.B. Water Distribution Operator Grade 3	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 1 (a)	1%
S.W.R.C.B. Water Treatment Facility Operator Grade 2	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
Backflow Prevention Assembly Testing Certification	2.5%
Cross Connection Control Specialist (supersedes Backflow Prevention Assembly Testing Certification)	3.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. Certification/education courses equivalent to a 3-unit college course to be proficient in the following areas will be considered: Approved ICBO (International Congress Builder); ICBO-Residential; ICBO-Plumbing); ICBO-Electrical (a)	1.5%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	

North Tahoe Public Utility District
Incentive Certification Program

Classifications

Utility Operations Crew Chief & CCTV/Hydro Flush Crew Chief
Equipment Operator I/II
Maintenance Worker I/II
Lead Water Quality Control Technician
Water Quality Control Technician

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 2	1.5%
S.W.R.C.B. Water Distribution Operator Grade 3	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 1 (a)	1%
S.W.R.C.B. Water Treatment Facility Operator Grade 2	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 1 (b)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
C.W.E.A. Mechanical Technologist Grade 2	2.5%
C.W.E.A. Mechanical Technologist Grade 3	3.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
C.W.E.A. Electrical/Instrumentation Grade 3	3.5%
NASSCO – Pipeline and Lateral Assessment Program (PACP & LACP) (c)	1.5%
Backflow Prevention Assembly Testing Certification	2.5%
Cross Connection Control Specialist	3.5%
(supersedes Backflow Prevention Assembly Testing Certification)	
Specialized Individual Welding Certification	1%
Basic Welding Certification	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	
(b) Grade 1 shall be limited to Maintenance Worker I and Water Quality Control Technician.	
(c) Limited to Maintenance Worker I/II, Equipment Operator, Crew Chief & CCTV / Hydro Flush Crew Chief	

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Lead Maintenance Technician
Maintenance Technician I/II/III

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 2	1.5%
S.W.R.C.B. Water Distribution Operator Grade 3	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 2	2.5%
S.W.R.C.B. Water Treatment Facility Operator Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 1 (a) (b)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
C.W.E.A. Plaint Maintenance Grade 1	1%
C.W.E.A. Plaint Maintenance Grade 4 (c)	4.5%
C.W.E.A. Mechanical Technologist Grade 2	2.5%
C.W.E.A. Mechanical Technologist Grade 3	3.5%
C.W.E.A. Electrical/Instrumentation Grade 2 (d)	2.5%
C.W.E.A. Electrical/Instrumentation Grade 3	3.5%
Specialized Individual Welding Certification	1%
Basic Welding Certification	1.5%
CA Certified General Electrician	3%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	
(b) Grade 1 shall be limited to Maintenance Technician I.	
(c) Grade 4 Certification incentive shall be limited to Lead Maintenance Technician	

(d) Grade 2 shall be limited to Technician I/II

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Fleet Coordinator/Equipment Mechanic
Fleet Assistant

Description	Incentive
S.W.R.C.B. Water Distribution Operator Grade 1 (a)	1%
S.W.R.C.B. Water Treatment Facility Operator Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Plant Maintenance Grade 1	1%
Specialized Individual Welding Certification	1%
Basic Welding Certification	1.5%
CA or NV Commercial Driver's License, Class B (b)	1.5%
CA or NV Commercial Driver's License, Class A (b)	4%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
Automotive Service Excellence (ASE) Certification	1%
(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	
(b) 1% of incentive is included in Fleet Coordinator/Equipment Mechanic's Base Pay.	

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Lead Parks & Facilities Maintenance Worker
Park & Facilities Supervisor
Park & Facilities Maintenance I/II

Description	Incentive
C.W.E.A. Plant Maintenance Grade 1	1%
C.W.E.A. Mechanical Technologist Grade 2	2.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
Master Gardener Certification or Certification in Gardening (California Landscape Contractors Association)	1%
Sports Field Maintenance Certificate	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
CPRS Pacific Southwest Maintenance Management School – Year 1	1.5%
CPRS Pacific Southwest Maintenance Management School – Year 2	1.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
College Non-Accredited Courses, Classroom or Online: Successful completion of a non-accredited course or approved certification at an accredited college or university in a job-related subject. A minimum of 8 hours is required to be considered for certification pay. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. (b) Examples of online courses (based on availability):	0.2% for a minimum of 8 hours
<ul style="list-style-type: none"> Ed2go (Sierra College or TMCC) online courses such as: Categories include Accounting and Finance (43 courses including Accounting Fundamentals, Accounting Software, Business Writing, Database Management); Business (150 courses including Business Communication, Business Software, General Business Skills, Grant Writing, Management and Leadership, Project Management); Business Communications, Effective Business Writing; Microsoft Access. TCPTraining.com online courses in Electrical, HVAC, Plumbing, Carpentry and Small Engine Maintenance. 	

Any other course that may be deemed appropriate by management.

Sprinkler/Irrigation Certification	1.5%
S.W.R.C.B. Water Distribution Grade 1 (a)	1%
Backflow Prevention Assembly Testing Certification	2.5%
Certified Pesticide Applicator	2%
Playground Inspection Certification	1.5%
Certified Arborist	2.5%

(a) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Event Center Coordinator I/II
Parks & Facilities Coordinator I/II

Description	Incentive
U.C. Davis Certification Program in Public Relations and Marketing	2.5%
U.C. Davis Certification Program in Special Events and Meeting Planning	2.5%
A.C.P.W.C. Wedding Consultant Certification	1%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
College Non-Accredited Courses, Classroom or Online: Successful completion of a non-accredited course or approved certification at an accredited college or university in a job-related subject. A minimum of 8 hours is required to be considered for certification pay. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. (b) Examples of online courses (based on availability):	0.2% for a minimum of 8 hours
<ul style="list-style-type: none"> Ed2go (Sierra College or TMCC) online courses such as: Categories include Accounting and Finance (43 courses including Accounting Fundamentals, Accounting Software, Business Writing, Database Management); Business (150 courses including Business Communication, Business Software, General Business Skills, Grant Writing, Management and Leadership, Project Management); Business Communications, Effective Business Writing; Microsoft Access. UNR Online Purchasing Management Certificate program (7 course requirements for certificate, includes courses such as Budgeting Essentials, Essentials of Purchasing, Management Essentials, The Supply Chain Process, Legal Aspects of Contracts, Negotiating Strategies, Persuasive Communication, Price and Cost Analysis, Supplier Contracting, The Procurement Process. UGotClass Online Sierra College: Certificate in Data Analysis, Social Media for Business Certificate (3 courses, approximately 48 hours) 	
Any other course that may be deemed appropriate by management.	

North Tahoe Public Utility District
Incentive Certification Program

Classifications
Recreation and Community Event Supervisor

Description	Incentive
Certified Park and Recreation Professional (CPRP)	2.5%
U.C. Davis Certification Program in Public Relations and Marketing	2.5%
USLA Open Water Lifeguard Certification	2%
Certified Playground Safety Inspector (CPSI)	1.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
College Non-Accredited Courses, Classroom or Online: Successful completion of a non-accredited course or approved certification at an accredited college or university in a job-related subject. A minimum of 8 hours is required to be considered for certification pay. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE. (b) Examples of online courses (based on availability): <ul style="list-style-type: none"> • Ed2go (Sierra College or TMCC) online courses such as: Categories include Accounting and Finance (43 courses including Accounting Fundamentals, Accounting Software, Business Writing, Database Management); Business (150 courses including Business Communication, Business Software, General Business Skills, Grant Writing, Management and Leadership, Project Management); Business Communications, Effective Business Writing; Microsoft Access. • UGotClass Online Sierra College: Certificate in Data Analysis, Social Media for Business Certificate (3 courses, approximately 48 hours) • Any other course that may be deemed appropriate by management. 	0.2% for a minimum of 8 hours

North Tahoe Public Utility District
Incentive Certification Program

Classification
Operational and Information Technology Technician I/II

Description	Incentive
S.W.R.C.B. Water Treatment Facility Operator Grade 1	1.5%
S.W.R.C.B. Water Distribution Operator Grade 1	1.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Electrical/Instrumentation Grade 1	1.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
Microsoft 365 Fundamental (MS-900)	1.5%
CompTIA ITF+	1.5%
CompTIA A+ Core 1	1.5%
CompTIA A+ Core 2	1.5%
CompTIA Security+ or	1.5%
CompTIA Network+	1.5%
CISSP (Certified Information Systems Security Professional)	1.5%
CEH (Certified Ethical Hacker)	1.5%
CCNA (Certified Network Associate)	1.5%
ESRI ArcGIS GIS Fundamentals Foundation 2201	1.5%
ESRI ArcGIS Desktop Associate 19-001	2.5%
Inductive Automation Ignition Core Certification	1.5%
Inductive Automation Ignition Gold Certification	2.5%
Bilingual Incentive: Speaking – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Bilingual Incentive: Writing – requires passing test through a contracted professional initially and every three (3) years thereafter.	1%
Professional Engineer's Certification (PE)	\$100 biweekly
College Accredited Courses, Classroom or Online: Successful completion of 3 Unit course or approved certification at an accredited college or university in a job-related subject. Each course requires prior approval and must be completed on employee's time or during approved leave under Section 1.22.B of this MOU, at employee's expense. Upon successful completion, costs of exam, registration fee, and course materials will be reimbursed to the EMPLOYEE.	1.5%
(b) Grade 1 shall be granted a 1% incentive bonus if a written test was required for certification.	

APPENDIX C SUBSTANCE ABUSE POLICY (SAFETY SENSITIVE)

As with any District policy, NORTH TAHOE PUBLIC UTILITY DISTRICT reserves the right to change, alter, amend, and interpret this policy without notice.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FFIWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

NORTH TAHOE PUBLIC UTILITY DISTRICT recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the District to have a work force that is free from the influence of alcohol and controlled substances.

A. APPLICABILITY

This policy applies to all safety-sensitive employees and contractors when they are on District property or when performing any District related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on District premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive employee is defined as any employee having and using a Class "A" or Class "B" commercial driver's license. A safety-sensitive employee is considered to be performing a safety sensitive function during any period in which that employee is actually performing, ready to perform or immediately available to perform any safety-sensitive functions.

B. PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any District business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. PROHIBITED CONDUCT

Manufacture, Trafficking, Possession, and Use

Any safety-sensitive employee engagement in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on District premises, in District vehicles or while conducting District business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breathe alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. When recommended by the Substance Abuse Professional (SAP), participation and completion of the rehabilitation program is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a Return-To- Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36 month period will result in termination from employment.

Participants in the rehabilitation program may use accumulated sick leave, vacation and compensatory time, if any.

D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION

Pursuant to the "Drug Free Workplace Act of 1988" any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. PROPER APPLICATION OF THE POLICY

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. TESTING FOR PROHIBITED SUBSTANCES

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety- sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow- up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety- sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHJ-IS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a retest results in an alcohol concentration less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a confirmed positive controlled substance or alcohol test will be removed from his/her position, informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP).

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

Employees in safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- a. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- b. Physical signs and symptoms consistent with prohibited substance use.

- c. Occurrence of a serious or potentially serious accident that may have been caused by human error.
- d. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee.

unless the second test invalidates the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. EMPLOYEE ASSESSMENT

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the safety-sensitive employee and is on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

H. CONTACT PERSON

Any questions regarding this policy should contact the following Human Resources representative:

Name: Human Resources Manager
Address: Post Office Box 139, Tahoe Vista, CA 96148
Telephone: (530) 546-4212

I. DEFINITIONS

ACCIDENT - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury or significant property damage.

ALCOHOL - means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION - means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

ALCOHOL USE - means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

BREATH ALCOHOL TECHNICIAN (BAT) - means a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. EBT are the only qualified personnel to administer the EBT tests.

CHAIN OF CUSTODY - means the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

COLLECTION SITE - means a place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

COMMERCIAL MOTOR VEHICLE - means a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

CONFIRMATION TEST - for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent, of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CGIMS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

CONTROLLED SUBSTANCE (DRUG) TEST - A method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. **The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:**

Alcohol	0.02	grams
Marijuana Metabolites	50	ng/ml
Cocaine Metabolites	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
Opiates Metabolites (1)	2000	ng/ml
Amphetamines	1000	ng/ml
1.25 ng/ml if immunoassay		

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. **The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:**

Alcohol	0.04	grams
Marijuana Metabolites (THC) (1)	15	ng/ml
Cocaine Metabolites	150	ng/ml
Phencyclidine (PCP)	25	ng/ml
Opiates Metabolites	2000	ng/ml
Morphine	2000	ng/ml
Codeine	2000	ng/ml
6-Acetylmorphine (3)	10	ng/ml
Amphetamines	1000	ng/ml
Amphetamine	500	ng/ml
Methamphetamine (3)	500	ng/ml

1. Delta-9-tetrahydrocannabinol-9-carboxylic acid
2. Benzoyllecgonine
3. Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml
4. Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

COVERED EMPLOYEE - means a person including a volunteer, applicant, or transferee, who performs a safety-sensitive function for the District.

DEPARTMENT OF TRANSPORTATION GUIDELINES - means the controlled substance and alcohol testing rules (49 CFR Part 199 (RSPA - Pipeline), Part 219 (FRA. Railroad), Part 382 (FHWA - Commercial Motor Vehicle), 654 (FTA - Mass Transit) and 14 CFR 61 (FAA - Aviation) et. al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

DISTRICT - means NORTH TAHOE PUBLIC UTILITY DISTRICT.

DISTRICT TIME - means any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

DRIVER - means any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

DRUG (CONTROLLED SUBSTANCE) METABOLITE - means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

EVIDENTIAL BREATH TESTING DEVICE (EBT) - means the device to be used for breath alcohol testing.

MEDICAL REVIEW OFFICER (MRO) - means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

PERFORMING (SAFETY SENSITIVE FUNCTION) - means a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

PRE-EMPLOYMENT CONTROLLED SUBSTANCE TESTING - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees transfer to a safety sensitive-position.

PROHIBITED DRUGS (CONTROLLED SUBSTANCES) - means Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

PROHIBITED SUBSTANCES - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING - conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

REASONABLE SUSPICION ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST) - means that a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

REHABILITATION - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical, emotional, or mental problems which contributed to job problems.

RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING –

conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive-duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

RETURN-TO-DUTY AGREEMENT - means a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration of 0.04 or greater on an alcohol test.

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) - An employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

SCREENING (INITIAL) TEST - In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

SUBSTANCE ABUSE PROFESSIONAL (SAP) - means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker (with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

SUPERVISOR - means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

VEHICLE - means a bus, truck, van, automobile, rail car, trolley car, trolley bus, or vessel used for operations of the District.

J. PROCEDURES - REASONABLE SUSPICION TESTING

1. A safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.
Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the safety-sensitive employee's signs and symptoms.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately suspended from duty (with pay) and driven by District staff (or others designated) to the District specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card. Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.
4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The District will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collection site.
6. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

K. PROCEDURES - RANDOM TESTING

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.

2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

L. PROCEDURES - POST ACCIDENT

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.

4. An Administrator will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

M. PROCEDURES - RETURN-TO-DUTY and FOLLOW-UP

1. The compliance company notifies the District to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

N. PROCEDURES - CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.

3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

O. PROCEDURES - SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
3. An incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

P. PROCEDURES - ALCOHOL CONCENTRATION

1. The safety-sensitive employee and the on duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded
2. After an explanation of how the breathalyzer works, an initial breath sample is taken
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, or more than 20 minutes after the screening test.
4. The confirmation test will utilize an Evidential Breath Testing device that prints out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

As with any policy, the District reserves the right to change, alter, amend, and interpret this policy with or without prior notification

APPENDIX D DRUG AND ALCOHOL POLICY (NON-SAFETY SENSITIVE)

1. PURPOSE.

To clearly define Employer Policy on drug and alcohol abuse, drug testing, and related matters.

2. POLICY.

The Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and the preferable and proper response to these illnesses is education, treatment and rehabilitation, rather than punishment. It is therefore the Employer's policy to initially attempt rehabilitation rather than terminate the employment of workers who are drug or alcohol abusers. No bargaining unit member shall be discharged for drug or alcohol use, or being under the influence of drugs or alcohol on the job, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

3. APPLICATION.

This policy applies to all employees of and all applicants for positions with the Employer. This policy applies to alcohol and to all controlled or illegal drugs, which could impair an employee's ability to perform the functions of the job effectively and safely.

4. POLICY RULES.

A. An employee shall not work under the influence of any drug or alcohol which impairs his/her ability to safely and efficiently perform the required duties of the position.

B. An employee shall not purchase, possess, use, sell, or furnish alcoholic beverages during the course or performance of his/her assigned duties. Under no circumstances shall an employee report to the work site under the influence of an alcoholic beverage.

C. An employee shall not purchase, possess, use, sell, furnish, or be under the influence of any drug during the course or performance of his/her assigned duties.

D. An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, or while on duty or while using Employer equipment unless the prescription was issued by authorized medical personnel and the employee follows the prescription instructions;

E. An employee shall within five (5) days report to the appointing authority any criminal conviction for drug-related activity in the work place.

5. TERMS/DEFINITIONS.

A. Drugs - For the purpose of this policy, drugs shall be Amphetamine Group, Cocaine, Opiates, Phencyclidine and Marijuana.

B. Prescription Drug - A drug lawfully available for retail purchase only with a prescription.

C. Reasonable Cause - Reasonable cause shall exist only when two supervisors, who are trained in detection of drug use, can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form A attached).

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

- 1) Incoherent, slurred speech;
- 2) Odor of alcohol on the breath;
- 3) Staggering gait, disorientation, or loss of balance;
- 4) Red and watery eyes, if not explained by environmental causes;
- 5) Paranoid or bizarre behavior;
- 6) Unexplained drowsiness.

D. Post-Accident Testing. Employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality. This includes all employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the employee receives, a citation under State or local law for a moving traffic violation arising from the accident. Following an accident the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and will be subject to termination. Post-accident testing of employees will include any other covered employees whose performance could have contributed to the accident.

6. PRIOR NOTICE OF TESTING POLICY.

The Employer shall provide written notice of its Drug and Alcohol Policy to all employees and job applicants. The Employer shall provide each employee with a copy of the Drug and Alcohol Policy, together with a full explanation as to its meaning and consequences.

7. IDENTIFICATION AND CONSENT PROCEDURES.

A. An employee may be required to submit to urine drug or alcohol testing by a physician or laboratory only if management has reasonable cause that the employee is under the influence of drugs or alcohol in violation of this policy. The Employer may order urine testing only.

B. If a supervisor makes observations of an employee which the supervisor believes may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately inform the employee of the suspicions, and inform the employee that he/she may have a Union representative present. If the employee wishes not to have a Union representative, then that desire should be put in writing, and signed off by the employee, on the Incident Report Form.

C. If the two trained supervisors believe that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the names of the persons making those observations.

D. A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy made available to the Union representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, and to understand the reasons for the test.

E. The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. The Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested.

If the supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, then, by a written order signed by the supervisor, the employee may be ordered to submit to a urine drug test. The employee shall be informed that refusal to submit to testing may constitute a presumption of intoxication. This presumption will be raised if the Employer had reasonable cause to require a urine drug test in the first place.

F. Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the supervisors' observations are caused by a reason other being under the influence of drugs and/or alcohol. If the opinion of the medical doctor is that the supervisors' observations are for a reason other than possible influence of drugs and/or alcohol, no test will be given, and the employee will be returned to the work place without loss of pay. If the medical doctor releases the employee to return to work, such release must be in writing.

Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.

G. Before a drug and alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the clinic or laboratory to obtain a urine specimen. On a separate form, the employee will be asked to release the results of the testing to the General Manager and to Human Resources Representative. The consent form shall provide space for employees and applicants to indicate current or recent use of prescription or over-the-counter medication.

H. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

I. A job applicant who refuses to consent to a drug or alcohol test will be denied employment for a period of three months.

J. An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and or alcohol at the time of the order to submit to the urine test.

8. DRUG TESTING PROCEDURES.

A. The testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory which complies with the Scientific and Technical Guideline for Federal Drug Testing Programs and the standards for certification of laboratories engaged in urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. The parties also retain the right to audit and inspect the laboratory to determine conformity with the standards described in this policy.

B. At the time the urine specimens are collected, three separate samples shall be placed in separate containers. All samples must be immediately sealed in the presence of an Employer and Union witness, if present, with evidence tape, and the tape signed by the employee and both witnesses. Two samples, each in a separate container, shall be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples shall be tested separately in separate batches and show positive results on the GC-MS confirmatory test. The third sample or specimen shall be collected in a separate container, and shall be kept refrigerated at the site where the sample is given. This third sample shall be made available to the employee for testing by a laboratory selected by the employee at the employee's expense, provided that the laboratory chosen by the employee must be licensed by the California Department of Health Services, Laboratory Field Services. The cost of testing the third sample shall be borne by the employee or applicant.

C. The specific required procedure is as follows:

1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in separate tamper-resistant urine bottles.

2. Immediately after the specimen is collected, the urine bottle shall, in the presence of the employee, be labeled and then initialed by the employee and witnesses. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. The same procedure shall be followed for a blood test.

3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimen.

D. The initial test of the urine specimen shall utilize immunoassay techniques. The following standards shall be used to determine what levels of detected substances shall be considered as positive:

SUBSTANCE SCREENING TEST CONFIRMATION

<u>Drug Class</u>	<u>Initial Test</u>	<u>GC/MS Confirmatory</u>
AMPHETAMINES	1000 ng/ml	
AMPHETEMINES (AMP)		500 ng/ml
METHAMPHETEMINE		500 ng/ml
COCAINE METABOLITES (COC)	300 ng/ml	150 ng/ml
OPIATES (OP12K)	2000 ng/ml	
MORPHINE		2000 ng/ml
CODEINE		2000 ng/ml
6-ACETYLMORPHINE		10 ng/ml
PHENCYCLIDINE (PCP)	25 ng/ml	25 ng/ml
MARIJUANA METABOLITES	50 ng/ml	15 ng/ml
ETHYL ALCOHOL	0.05 g/dl	0.05 g/dl

D. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatograph/y mass spectrometry (GC/MS) technique which identifies at least ten (10) ions. All information shall be by quantitative analysis.

E. If the testing procedures confirm a positive result, as described above, the employee or applicant shall be notified of the results in writing by the General Manager or Human Resources, including the specific quantities. If requested, the Employer will also provide the names of all the persons who were involved in the testing procedure and the preparation of the laboratory reports and forensic expert opinions. Employer will also provide, if requested, copies of all laboratory reports, forensic opinions, laboratory worksheets, procedure sheets, acceptance criteria and laboratory procedures; and all real evidence including the specimen collection kit.

F. All specimen confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

G. All information from an employee's or applicant's drug and alcohol test is confidential for purposes other than determining whether the Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.

H. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

I. There will be one person in the human resources department who will be designated to receive testing results. He/she will notify other managers of the District strictly on a need-to know basis.

J. No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The personnel folder will contain a marker to show that this information is contained elsewhere. All necessary measures shall be taken to keep the fact and the results of the test confidential.

9. CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY

A. Applicants: Job applicants will be denied employment with the Employer if their initial positive test results have been confirmed. Applicants will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. The period of employment exclusion will last for three (3) months, and any applicant is free to reapply after that time.

B. Employees: If the result of the urine test administered by the Employer on the two samples shows that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Employer after the following procedure has been followed:

1) The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall then have five (5) days to present the Employer any different results from the test of the third sample, conducted by a laboratory selected by the employee (The failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee in any arbitration proceeding.)

2) After considering the results of the third test performed by the employee, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense in any 24 month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, and the employee, the cost of which shall be borne by the employee except as provided by the Employer's group health insurance as any other illness.

3) If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

4) If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past disciplinary actions.

10. EMPLOYEE TRAINING.

The Employer will establish a Drug Free Awareness Program which will inform employees about: (1) the dangers of alcohol and drug abuse in the work place; (2) the Employer's policy of drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations its Drug and Alcohol Abuse Policy.

11. SUPERVISOR TRAINING.

The Employer shall provide training to assist supervisors in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

12. EMPLOYEE ASSISTANCE PROGRAM.

A) An employee who engages in drug/alcohol abuse is encouraged to participate in the Employee Assistance Program. Employees who seek voluntary assistance for alcohol and or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such participation shall not relieve an employee of the obligation to follow the Employer Policy regarding drug/alcohol use, possession, or being under the influence on the job. An Employee Assistance Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

B) Employees shall be given the best available treatment through established benefit plans and health insurance coverage. Options that have proved of value include:

1) Where there is no evidence of dependency, 20 to 40 hours of instruction in the biologic effects of alcohol and drugs, symptoms of chemical dependency, and the methods of treatment for chemical dependency;

2) Where an individual has developed a pattern of dependence on drugs or alcohol, but has the ability to discontinue use for a period of time, an outpatient program which is usually of 4 to 6 weeks duration, and which adds group and individual counseling in support to the educational program noted above. Such programs are effective, less expensive than residential programs, and are normally adequate in early chemical dependence;

3) Where an individual cannot discontinue use long enough to make progress in outpatient treatment, or has returned to drug or alcohol use following outpatient treatment, inpatient treatment of 3 to 6 weeks in length and continuing care following discharge for 6 to 12 weeks providing individualized and intensive medical, psychological and environmental care not possible in the outpatient setting may be required.

C) An employee who self admits and needs inpatient care may request a leave of absence of up to 60 days, subject to extension by mutual agreement, without pay (except that employees may use their sick leave, vacation and CTO balances) and without loss of any seniority, for the purpose of personal rehabilitation. The employer will make every effort to accommodate this request.

D) Employees who previously failed a controlled substance or alcohol test and who took a leave of absence to participate in an in-patient program that required them to be off work for a minimum of 30 days must submit to a return to duty test and test negative prior to returning to duty at the District.

13. GRIEVANCE PROCEDURE.

All disputes concerning the interpretation or application of this drug and alcohol abuse and drug testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

INCIDENT REPORT FORM "A"

Employee/s involved _____ Date of Incident _____

_____ Time of incident _____

Location of incident _____

Employee's Job Position/Assignment _____

Has employee been notified of his/her right to Union representation? _____

Time _____ Employee's initials _____

Witness to incident: _____

What Was Observed? _____

What is Employee's Explanation? _____

Action Recommended: _____

Action taken: _____

Signatures:

Name & Title of Employer Representative: _____

Name & Job Classification of Employee: _____

Name & Title of Union Representative: _____

Date/Time/Action taken: _____

CONSENT FOR URINE TEST FOR DRUGS AND/OR ALCOHOL

I, (name) _____ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the District, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for by the District, and not me.

I am presently taking the following medicines or prescription drugs:

I have read, understand and agree to the above.

Date _____ Time: _____

Employee: _____

Employee Witness: _____

APPENDIX E CATASTROPHIC LEAVE DONATION PROGRAM

Policy:

The North Tahoe Public Utility District (District) shall facilitate the administration of a voluntary Catastrophic Leave program which allows for employees to donate personal leave time to other District employees who have exhausted their available leave balances due to a prolonged non-industrial catastrophic illness or injury.

Purpose:

To establish policy and procedure for administration of a voluntary Catastrophic Leave program for employees of the District. The purpose of such Catastrophic Leave is to extend paid leave time status for qualified employees who are incapacitated and unable to work due to a *prolonged non-industrial catastrophic illness or injury*. Catastrophic Leave is not designed to provide coverage for those illnesses or injuries that would normally be covered by an individual employee's sick leave accruals.

Scope:

The policy and procedures detailed herein shall be applicable to all benefit qualified employees of the District.

A benefit qualified employee is eligible to request and receive catastrophic leave donations from other District employees if the employee has a catastrophic medical condition which will require the employee to be absent from work for an estimated duration of at least thirty [30] consecutive calendar days. An employee shall be eligible to receive leave donations provided he/she has exhausted all accrued sick leave, vacation, holiday and compensatory time off and management leave time.

Procedure:

A benefit qualified employee shall be eligible to participate in the District Catastrophic Leave Program in accordance with the following provisions:

1. An employee who is exempt or whose bargaining unit Memorandum of Understanding (MOU) provides for such donation or receipt, may donate usable vacation, holiday, or management leave hours. Compensatory time off or sick leave hours can not be donated under this provision. Participation in this program shall be voluntary and all donations are irrevocable. Donated time not used shall be returned to the donor in accordance with the language contained in Section 7.
2. All donations shall be made and accepted in writing using forms developed and maintained by the General Manager's Office. The form submitted by the employee requesting catastrophic leave time shall be made available for review by other employees so as they can evaluate whether they choose to donate time to the requesting employee.
3. The donation of time in any category must be in a minimum of four (4) hours of usable time.
4. Donations shall be treated on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.

5. Hours to be donated shall be kept in a pledge status until used. As needed, pledge hours shall be debited from the donor's appropriate leave balance and credited to the recipient's payroll account as catastrophic leave. Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid in accordance with the provisions of their applicable MOU for pledged but unused leave time. Hours pledged, but not yet processed, shall be returned to the donor if there is no longer a need by the recipient employee for catastrophic leave time consideration.
6. To be eligible to use donations, an employee must:
 - (a) be incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) consecutive calendar days;
 - (b) have exhausted all available leave balances, including sick leave;
 - (c) request either a leave of absence or placement on Family and Medical Leave Act (FMLA) status.
 - (d) not have filed a workers' compensation claim against the District as a result of the injury or illness. In these cases, the Workers' Compensation Appeals Board is the proper place for determination of the claim. If such a claim is later determined by either the applicant or Workers' Compensation Appeals Board not to be of an industrial claim, then the employee is eligible to participate in the Catastrophic Leave program.
7. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
 - (1) all leave balances, including both donated and accrued leave, are exhausted; or
 - (2) the employee returns to work at his/her normal work schedule or light duty assignments if available and approved by the General Manager; or
 - (3) the employee's employment terminates.
8. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours earned by the employee. When all donated time has been exhausted, the employee's pay status shall be considered as a leave of absence without pay. The District will allow a one (1) payroll cycle grace period after an employee has exhausted all available catastrophic leave time to allow for receipt and processing of additional donations of time before the District places the employee on a date specific leave of absence without pay or separates the employee from payroll. It is understood that if there are no Catastrophic Leave donations available, the District has no basis for continuing payment to the employee.
9. Use of catastrophic leave time shall count toward the application of District service and benefits in the same manner as when the employee is on paid sick leave.
10. Catastrophic leave time shall be subject to the recipient's normal payroll deductions.
11. Catastrophic Leave time shall have no cash value to the recipient upon separation from employment with the District.

Definitions:

For the interpretation of this policy, the following words and terms shall be construed as stated:

Catastrophic - A medically certified condition in which the employee is incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days.

Pledged Hours - Vacation, holiday, and/or management leave hours which one employee agrees to give to another employee to use for a catastrophic leave situation.

Donated Hours - Pledged vacation, holiday, and/or management leave hours which have been used by the recipient.

Usable Hours - Vacation, holiday, and/or management leave hours which have been credited to an eligible employee's sick leave balance are available for use.

Benefit Qualified Employee - any employee who is eligible to earn vacation, holiday, management leave, and/or sick leave.

Application Process:

1. Eligible employees (or family member or other appropriate individual in the event of incapacitation) shall submit to the General Manager a written request for donations accompanied by a medical statement from the employee's attending physician; the attending physician's statement must verify the employee's need for an extended medical leave and must include a brief statement as to the nature of the illness or injury and the estimated length of time the employee will be unable to work.
2. The request shall be submitted to the General Manager's Office for approval by Human Resources. Upon approval, the General Manager's Office shall send to the employee's bargaining unit a notice of the employee's need for donations. In addition, the General Manager's Office shall post and distribute notices in the employee's lounge and/or areas accessible to employees. It is not the responsibility of the General Manager's Office to solicit donations of time.
3. Pledges for donated hours will be made by the donating employee on a form developed and maintained by the District. Pledge forms shall be submitted to the General Manager's Office and then forwarded to the Finance Department for processing. The General Manager's Office – Human Resources shall confirm that the employee is qualified to receive donation pledges and authorize the Payroll Office to change the recipient's status from leave of absence to active status while donated hours are utilized.
4. All donated hours will be kept in a pledge status until the hours are used by the recipient. Donated hours shall be used in the order received.

Employee Participation Guidelines

Employees who voluntarily choose to donate time to a person who has requested catastrophic leave time consideration are requested to consider the following guidelines:

- A) Donate time in smaller quantities on a more frequent basis rather than in one large block. Remember, time will be processed in order of submission.
- B) Be compassionate towards your fellow employees, but consider your personal needs as well. Employees are strongly encouraged to take a minimum of two (2) weeks vacation time per year so as to get away from the daily work grind. Please ensure you leave yourself adequate time in your balances to meet your personal time off needs.
- C) Recognize that not all catastrophic leave situations will result in happy endings. Some employees may not feel their gift was appreciated by another employee. Remember, your decision to give is irrevocable. Make your decision wisely.

Extension of Probationary Period

In accordance with the provisions of the appropriate bargaining unit MOU, a probationary employee's probationary period shall be extended by the length of the leave of absence taken, including paid catastrophic leave periods.

APPENDIX F SAFE VEHICLE OPERATION POLICY

All employees are expected to maintain a clean driving record. If an employee receives either a moving violation or is involved in a collision, at the time of citation they are to immediately report this to their Supervisor or Human Resources.

MOTOR VEHICLE DRIVING RECORD

California Department of Motor Vehicle Negligent Operator Point Count is as follows, as referenced in Section 1.29(1) m.

NEGLIGENT OPERATOR POINT COUNT LEVEL, EFFECTIVE 1/1/89 (DMV)

Driver Regardless of Class of license is defined as a negligent operator when there are:

- 4 points in 12 months
- 6 points in 24 months
- 8 points in 36 months

A driver of a class 1/A or 2/B vehicle may be granted a higher point count of 6, 8, or 10 after the DMV has taken an action based on point count. However, the higher point count may be granted only if the driver appears for a hearing.

HIGH RISK DRIVER

Drivers can be classified as “High Risk Drivers” if their Motor Vehicle Record (MVR) review indicates, or it is otherwise determined that the driver has one or more of the following violations, or if the insurance company declines coverage for the driver for any reason.

1. Conviction for an alcohol and/or drug related driving offense.
2. Refusal to submit to a Blood Alcohol Content (BAC) test or Drug Test.
3. Conviction for Reckless Driving.
4. Any combination of three or more moving violations, Preventable Collisions, or “At Fault” Accidents over a three-year period (or other appropriate time period agreed upon by management).
5. Suspension, revocation, or administrative restriction of driver’s license over three-year period.
6. Leaving the scene of an accident as defined by state laws.
7. At fault in a fatal accident.
8. Felony committed/convicted involving a vehicle.
9. Three or more “Company Vehicle” physical damage claims in a twelve-month period.

The “High Risk Driver” should not be authorized to drive a District owned motor vehicle at any time, or should not be considered to drive their personal vehicle on company business and may be subject to disciplinary action up to and including termination of employment.

IN ADDITION UNCLASSIFIED, CLASSIFIED, OFFICER, AND PART-TIME REGULAR EMPLOYEES WILL BE SUBJECT TO THE FOLLOWING:

SAFE VEHICLE OPERATION BONUS

For every six (6) month period (January 1 to June 30; and July 1 to December 31) that an OFFICER, UNCLASSIFIED, CLASSIFIED or PART TIME REGULAR EMPLOYEE has no at-fault accidents, or violations on their driving record, said EMPLOYEE will be awarded four (4) hours of vacation, with said benefit being prorated in the case of a PART TIME REGULAR EMPLOYEE. Minor violations, non-moving violations, violations with extenuating circumstances, and violations not resulting in the award of points, will not be considered at the discretion of the GENERAL MANAGER/CEO.

Employees must be employed during the full six-month period in order to be eligible to participate in the Safe Vehicle Operation Bonus.

PERFORMANCE REVIEW:

- A. Driving Record Review. EMPLOYEE'S driving records must be improving, or clean for consideration for wage increases and/or promotion, subject to the following:
 - 1. EMPLOYEES convicted of a moving violation in a District vehicle or on District business during the performance review period will be eligible for consideration of no more than one (1) step wage increase and for promotion. Attending and completing an approved driving school as directed and authorized by the court will allow consideration as if no conviction occurred. Moving violations include violations involving a moving vehicle for which points are charged per the California Vehicle Code.
 - 2. EMPLOYEES convicted of two moving violations or convicted of driving under the influence in a District vehicle or on District business during the preceding twelve month review period, will not be eligible for consideration of a wage increase and/or promotion.
 - 3. EMPLOYEES not awarded the full increase for which he or she is eligible, and/or promotion, will be eligible for reconsideration in six (6) months if performance merits, and no additional convictions have occurred. If an EMPLOYEE receives a re-evaluation for a single step increase, the EMPLOYEE shall be eligible for consideration of an increase if the EMPLOYEE'S evaluation has a total score of 18 or less. EMPLOYEES receiving no step increase on their anniversary date will be eligible for consideration of the full increase for which he or she is eligible and/or promotion after six (6) months, if they have no convictions in the last twelve (12) months. Otherwise, they will be eligible for consideration of a one (1) step increase and not eligible for promotion.

The provisions of the above Section (driving record) shall be subject to the grievance procedure.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of June, 2022.


NORTH TAHOE PUBLIC UTILITY DISTRICT

BY: 
Sarah Coolidge, President, Board of Directors


BY: 
Bradley A. Johnson, P.E., General Manager/CEO

IUOE, STATIONARY ENGINEERS, LOCAL 39, AFL-CIO

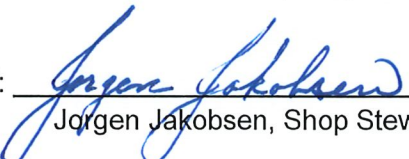
BY: 
Bart Florence, Business Manager

BY: 
Jeff Gladioux, President

BY: 
Charlie Solt, Director of Public Employees

BY: 
Stephen Hatch, Business Representative

BY: 
Catherine Colburn, Shop Steward/Negotiation Team Member

BY: 
Jorgen Jakobsen, Shop Steward/Negotiation Team Member

BY: 
Michael Harper, Negotiation Team Member

BY: 
Josh Ramey, Negotiation Team Member

COVERING NORTH TAHOE PUBLIC UTILITY DISTRICT GENERAL UNIT