

**ORDINANCE NO. 348
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
ADDING THE PROVISIONS OF DISTRICT ORDINANCES 305, 308, 311, 318,
330 AND 335, PERSONNEL ORDINANCE, TO CHAPTER 3 OF THE NORTH
TAHOE PUBLIC UTILITY DISTRICT CODE OF ORDINANCES**

WHEREAS, the District has heretofore adopted District Ordinance 305, as amended by District Ordinances 308, 311, 318, 330 and 335, the Personnel Ordinance, which Ordinances are now in effect; and

WHEREAS, it is now appropriate to transfer the provisions of said Ordinances to Chapter 3 of the District Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT AS FOLLOWS:

1. That Chapter 3, District Organization and Personnel Ordinance, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference, is hereby added to the North Tahoe Public Utility District Code of Ordinances.
2. That this Ordinance shall become effective thirty (30) days after its adoption and shall be posted and published as required by law.

PASSED AND ADOPTED by the Board of Directors of the North Tahoe Public Utility District this 8th day of March, 2005, by the following Roll Call Vote:

AYES: DIRECTORS Bergmann, Lanini, Mooney and Lewis
NOES: None
ABSENT: DIRECTOR Schwartz



S. Lane Lewis
President, Board of Directors

ATTEST:



Leon C. Schegg, Clerk of the Board

EXHIBIT "A"

CHAPTER 3, Organization and Personnel

Article 3.05. ORGANIZATION

3.05.010: PURPOSE

To set forth the structure of District organization.

3.05.020: OBJECTIVE

To create that District organization which will result in the best possible service at the lowest cost to the customers of the District.

3.05.030: MANAGEMENT PERSONNEL

District management personnel shall be as follows:

1. **GENERAL MANAGER/CHIEF EXECUTIVE OFFICER (CEO).** The GENERAL MANAGER/CEO is an Officer of the District and shall carry out the functions of the General Manager/CEO as defined in California Public Utilities Code Section 16111(d). The General Manager/CEO shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
2. **ACCOUNTANT/CHIEF FINANCIAL OFFICER (CFO).** The Accountant/CFO is an Officer of the District and shall carry out the functions of the Accountant as defined in California Public Utilities Code Section 16111(b). The Accountant/CFO shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
3. **CLERK.** The Clerk is an Officer of the District and shall carry out the functions of the Clerk defined in California Public Utilities Code Section 16111(a). The Clerk, who is also ex officio secretary of the Board of Directors, shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
4. **TREASURER.** The Treasurer is an Officer of the District and shall carry out the functions of the Treasurer defined in California Public Utilities Code

Section 16111(c). The functions of the office of Treasurer shall be carried out ex officio by the General Manager (CEO).

5. PUBLIC WORKS DIRECTOR/ASSISTANT GENERAL MANAGER. The Public Works Director/Assistant General Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
6. CHIEF ENGINEER. The Chief Engineer is an Unclassified Employee as defined in Section 3.10.030(6) herein.
7. UTILITY OPERATIONS MANAGER. The Operations Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
8. PARKS AND FACILITIES MANAGER. The Parks and Facilities Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
9. CONFERENCE SERVICES DIRECTOR. The Conference Services Director is an Unclassified Employee as defined in Section 3.10.030(6) herein.
10. EXECUTIVE ASSISTANT. The Executive Assistant is an Unclassified Employee as defined in Section 3.10.030(6) herein.

3.05.040: MANAGEMENT RESPONSIBILITIES

1. The General Manager (CEO) shall have full charge and control of the construction of the works of the District and of their maintenance and operation and shall report directly to the Board of Directors. The General Manager (CEO) shall oversee all District Departments except for the Accounting Department. These responsibilities include but are not limited to:

- Human Resources Administration
- Operations (Water and Sewer)
- Engineering
- Master Plan Compliance
- Insurance & Risk Management
- Board Administration
- Recreation & Parks
- Public Relations
- Legislative Development
- Grant Acquisition
- Contract Compliance

2. The ACCOUNTANT/CFO shall install and maintain a system of auditing and accounting which completely and at all times shows the financial condition of the District and shall report directly to the Board of Directors. The ACCOUNTANT/CFO shall draw all warrants to pay demands made against the District when the demands have been first approved by a majority of the Board of Directors. The ACCOUNTANT/CFO shall oversee the Accounting Department. These responsibilities include but are not limited to:

- Accounts Receivable
- General Ledger
- Financial Statement
- Budget Preparation
- Audit Administration
- Payroll
- Retirement Plan Administration
- Management Information System
- Purchasing
- Internal Audit/Oversight
- Grant Reimbursement

3. The Clerk shall devote full time during office hours to the affairs of the District. These responsibilities include but are not limited to:

- General Board administration
- Countersign all contracts on behalf of the District
- Act as ex officio Secretary of the Board of Directors
- Keep a record of Board proceedings
- Custodian of District records
- Accept service on behalf of the District
- Publish and post notices
- Receive and open sealed bids
- Accept correspondence on behalf of District

3.05.050: MANAGEMENT AUTHORITY

1. In the absence of the ACCOUNTANT/CFO, the General Manager/CEO shall assume all responsibilities of the ACCOUNTANT/CFO, including Accounting Department personnel.
2. In the absence of the General Manager (CEO), the Public Works Director/Assistant General Manager shall assume the duties of the General Manager (CEO).
3. In the absence of the Clerk, the General Manager (CEO) shall assume the responsibilities of the Clerk.

4. In the absence of the General Manager/CEO and the ACCOUNTANT/CFO, the Public Works Director/Assistant General Manager shall assume the responsibilities of those offices.
5. In the absence of the General Manager/CEO and the Public Works Director/Assistant General Manager, the ACCOUNTANT/CFO shall assume the responsibilities of those offices.
6. In the absence of the General Manager/CEO, the ACCOUNTANT/CFO, and the Public Works Director/Assistant General Manager, the Utility Operations Manager shall assume the responsibilities of those offices.

3.05.060: MANAGEMENT COMPENSATION

The Board of Directors shall conduct annual Performance Evaluations for the General Manager/CEO, the ACCOUNTANT/CFO, and the Clerk, and make compensation adjustments, if any, at its discretion. Evaluations may be conducted at any time deemed appropriate by the Board of Directors. The Board of Directors may delegate to the General Manager/CEO the duty of preparing the Performance Evaluation for the Clerk.

Performance Evaluations and compensation adjustments, if any, for Unclassified Employees within District Departments managed by the General Manager/CEO shall be conducted by the General Manager/CEO by August 31 of each year and are subject to budgetary restrictions set by the Board of Directors in the District's annual budget.

Performance Evaluations and compensation adjustments, if any, for Unclassified Employees within District Departments managed by the ACCOUNTANT/CFO shall be conducted by the ACCOUNTANT/CFO by August 31 of each year and are subject to budgetary restrictions set by the Board of Directors in the District's annual budget.

3.05.070: ORGANIZATIONAL CHART

The organizational structure of the District shall be that set forth in the Organizational Chart in Article 3.15 of the Code of Ordinances.

Article 3.10. PERSONNEL

3.10.010: PURPOSE

To set forth regulations for the administration of District personnel matters.

3.10.020: OBJECTIVE

To establish regulations covering rates of pay, hours of work, and conditions of employment applicable to District EMPLOYEES which will result in the best possible service at the lowest cost to the customers of the District and promote harmonious economic and industrial relationships between the District and its EMPLOYEES.

3.10.030: DEFINITIONS

For the purpose of this Article 3.10, the following definitions will apply:

1. DISTRICT shall mean the North Tahoe Public Utility District, a California local entity formed under the provisions of the California Public Utilities Code.
2. Board of Directors of the North Tahoe Public Utility District, herein referred to as BOARD OF DIRECTORS or BOARD, shall mean the body elected by the public, which shall have the exclusive right to manage the DISTRICT and to carry out its constitutional and statutory functions and responsibilities, as defined by law.
3. EMPLOYEE(s), hereinafter referred to as EMPLOYEE(S), refers to persons legally holding positions in the employ of the District, and includes OFFICER, UNCLASSIFIED, CLASSIFIED, PART TIME REGULAR, FULL TIME TEMPORARY, PART TIME TEMPORARY, and PROBATIONARY EMPLOYEES. An EMPLOYEE may have one or more of said statuses from time to time.
4. RESPONSIBLE AUTHORITY shall be the person or board having the authority to direct an EMPLOYEE and administer this Ordinance. The GENERAL MANAGER/CEO is the District Officer referred to in Section 3.05.030(1) above, and shall be the RESPONSIBLE AUTHORITY with the lawful authority to appoint or remove persons from positions in the District service which report to the General Manager/CEO, pursuant to Section 3.05.040(1) above, subject to the Grievance Procedure. The ACCOUNTANT/CFO is the District Officer referred to in Section 3.05.030(2) above, and shall be the RESPONSIBLE AUTHORITY with the lawful authority to appoint or remove persons from positions in the District service which report to the ACCOUNTANT/CFO pursuant to Section 3.05.040(2) above, subject to the Grievance Procedure.
5. OFFICER EMPLOYEES shall include the GENERAL MANAGER/CEO, ACCOUNTANT/CFO, and CLERK. The RESPONSIBLE AUTHORITY for OFFICER EMPLOYEES shall be the BOARD OF DIRECTORS.
6. UNCLASSIFIED EMPLOYEES shall mean the PUBLIC WORKS DIRECTOR/ASSISTANT GENERAL MANAGER, CHIEF ENGINEER, UTILITY

OPERATIONS MANAGER, PARKS AND FACILITIES MANAGER, CONFERENCE SERVICES DIRECTOR, and EXECUTIVE ASSISTANT. The GENERAL MANAGER/CEO shall be the RESPONSIBLE AUTHORITY for said EMPLOYEES and, subject to Section 3.05.060, supra, shall set their salaries, which do not have a salary range and step, annually.

7. Classified EMPLOYEE, hereinafter referred to as CLASSIFIED EMPLOYEE, refers to an EMPLOYEE whose salary schedule is defined in Article 3.20, and which has a salary range and step.
8. Probationer, hereinafter referred to as PROBATIONARY EMPLOYEE, refers to an EMPLOYEE who has probationary status. An EMPLOYEE, other than one who serves at the pleasure of the BOARD, who is appointed to a position shall serve a period of probation. The probation period shall be six (6) months long, during which the EMPLOYEE may be terminated at any time with or without cause by the RESPONSIBLE AUTHORITY or DISTRICT. If an EMPLOYEE is hired within thirty (30) days following termination of their status as a temporary EMPLOYEE, in the same classification and job title last held as a temporary EMPLOYEE, said EMPLOYEE'S time of service as a temporary EMPLOYEE in such classification, up to a maximum of three (3) months, shall be counted as part of the EMPLOYEE'S probationary period.
9. PART TIME REGULAR EMPLOYEE shall be as defined in Section 3.10.260 herein.
10. FULL TIME TEMPORARY EMPLOYEE shall be as defined in Section 3.10.240 herein.
11. PART TIME TEMPORARY EMPLOYEE shall be as defined in Section 3.10.250 herein.
12. Supervisory EMPLOYEE, hereinafter referred to as SUPERVISOR, shall be any individual having authority to exercise independent judgment in the interest of the employer; who has the responsibility to assign, direct, and adjust grievances of supervised EMPLOYEES; and to recommend promotion, wage adjustments, discipline and discharge of supervised EMPLOYEES, provided that the exercise of such authority is not merely routine or clerical in nature, but requires the use of independent judgment.
13. "DAY" is a period of time representing normal work hours, without overtime, during any 24 hour period. Eight (8), nine (9) and ten (10) hour day schedules may be observed by the District as a normal work day.
14. "PROMOTION" is the movement of an EMPLOYEE from one job classification to another job classification with a higher starting salary.

15. "SUSPENSION" means a period for which an EMPLOYEE is involuntarily separated from employment on a temporary basis.
16. "POSITION" represents any job classification contained in the District Personnel Ordinance.
17. "REGULAR SHIFT" will be the hours normally worked on a single work day by the EMPLOYEE.

3.10.040: EMPLOYEE RIGHTS

The EMPLOYEE retains all rights conferred by applicable local, state, and federal laws, and in accordance with Section 3500 of the Government Code.

3.10.050: DISTRICT RIGHTS

Nothing contained in this Ordinance shall be construed to require the DISTRICT to meet and confer on matters which are solely a function of Management. The rights specifically retained by the DISTRICT are the rights, included, but not limited to; to direct the work force and allocate all labor resources; to select and determine the number 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 establish and change work schedules and 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.

3.10.060: ADMINISTRATION

The RESPONSIBLE AUTHORITY shall be responsible for the administration of this Ordinance, and shall specify such administrative procedures, forms, records, reports and audits as he or she deems necessary for proper administration of this Ordinance. The RESPONSIBLE AUTHORITY may assign to other DISTRICT EMPLOYEES, such duties in connection with this Ordinance as he or she deems proper and expedient.

Except as specifically provided herein, the RESPONSIBLE AUTHORITY shall be responsible for the proper application of the provisions of this Ordinance, and he or she or such person as he or she may designate, shall rule on the application of the provisions of this Ordinance which are within the scope of his or her authority.

It shall be the mandatory duty of the RESPONSIBLE AUTHORITY, to keep, or cause to be kept, accurate records of the application of this Ordinance.

3.10.070: PRE-EMPLOYMENT DOCUMENTATION

All EMPLOYEES shall be required to complete or provide certain documentation prior to employment. These documents include, but are not limited to; motor vehicle operator's verification and motor vehicle operator's record, application for employment, EMPLOYEE Physical Exam Report, EMPLOYEE Health Questionnaire, EMPLOYEE Withholding Allowance Certificate Form W-4, District Regulations Concerning Alcoholic Beverages, and Immigration Form INS-9. Falsification of any portion of these documents is grounds for immediate dismissal without the right of appeal.

3.10.080: WORK WEEK, HOURS OF WORK, OVERTIME

For all EMPLOYEES, except part-time 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 hour day will be made at the discretion of the RESPONSIBLE AUTHORITY 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, emergency operations, special recreation events and snow grooming.

The RESPONSIBLE AUTHORITY, or a designated representative, shall give EMPLOYEES reasonable notice of changes in work week, or scheduling of the eight (8) hour period.

For those EMPLOYEES, excepting OFFICER or UNCLASSIFIED EMPLOYEES, working the normal work week, all work performed in excess of forty (40) hours in any workweek, shall constitute over time work and shall be paid at the rate of time and one-half (1-1/2) said EMPLOYEE'S regular rate of pay.

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, vacation, holiday) will not be included in the calculation of hours worked for overtime purposes. Overtime for emergencies may be authorized at the discretion of the RESPONSIBLE AUTHORITY. Overtime shall be recognized and paid for only when directly authorized by a Supervisor, Public Works Director/Assistant General Manager or RESPONSIBLE AUTHORITY.

All time worked shall be paid in increments to the nearest one-tenth (1/10) hour. All EMPLOYEES normally shall be allowed a 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. 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 is at the discretion of the SUPERVISOR.

Meal periods shall not be counted a part of the total hours, except for those REGULAR EMPLOYEES for whom meal periods are included within the hours of assigned duties, such as an emergency which requires constant observation of a piece of operating equipment, or constant attention to a specific repair operation.

Upon mutual agreement with the RESPONSIBLE AUTHORITY, 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 (9-8-80) or four ten hour days in each work week (4-10-40). Under these schedules, the normal work day may exceed eight hours and the work week may differ from the normal Sunday through Saturday schedule.

Under the 9-8-80 work schedule, the work week will not be changed, but the work week will vary with an EMPLOYEE'S work schedule. The first day of this work week is determined by the day of the week the EMPLOYEE will be scheduled to be off. In the ten work day period (total of 80 hours), an EMPLOYEE will work eight nine hour days, one eight hour day, with the tenth day off. If the eight hour day falls within the first four work days, the first work week will end after five hours of work on the fifth day of work. If the eight hour day is on or after the fifth day, the first work week ends after four hours of work on the fifth day.

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

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 forty (40) hours per week. Work weeks will be adjusted as described above so that the normal work week remains as forty (40) hours per week.

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.

EMPLOYEES may be required to work assigned shifts with hours other than the EMPLOYEE'S regular shift.

Any absence occurring as a result of the use of the provisions of this ordinance and approved by the RESPONSIBLE AUTHORITY shall be an approved absence.

This Section is intended only to define the normal hours of work, the work day, and the work week, and shall not be construed as a guarantee to any covered EMPLOYEE other than OFFICERS and UNCLASSIFIED EMPLOYEES of a set amount of compensable hours of work per day or per work week, or of days of work per week. The DISTRICT reserves the right to determine that there is insufficient work to be performed, on any work day or during any work week, and may relieve, solely in the DISTRICT'S discretion, covered EMPLOYEES from

work, for lack of work, during any work day or work week. EMPLOYEES so relieved from work shall not receive any salary for work not performed but may, at their option, resort to any accumulated compensatory time off, vacation leave, or other leaves (except sick leave) to supplement their wages while relieved from work under this section.

3.10.090: STANDBY DUTY & EMERGENCY ASSIGNMENTS

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

1. Standby 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 (or pager); to remain within a specified distance from the District; and to refrain from activities which may impair the EMPLOYEE'S ability to perform his or her assigned duties during the standby period.
2. EMPLOYEES required to be on standby duty shall be allowed a flat rate of twenty (\$20) dollars per sixteen (16) hour period for such duty, and a flat rate of thirty (\$30) dollars per twenty-four hour period of such duty. 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. Standby increment shall be calculated at the rate of five (\$5) dollars per four (4) hour period.
3. Standby EMPLOYEES who are called out to work shall receive a minimum of one (1) hour of pay, except if they are called out between 11:00 P.M. and 6:00 A.M., they shall receive a minimum of two (2) hours of pay.
4. Emergency time shall be added to regular time worked prior to call out.
5. Commuting time shall be counted as time worked.
6. EMPLOYEES assigned to standby duty 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.
7. If an EMPLOYEE receives a call while on standby, but is not called out on duty, no additional compensation will be paid.

3.10.100: PAYMENT OF WAGES

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

Standby, overtime, and other special payments shall be made at the completion of the pay period in which such payments are earned or accrued. Overtime shall be compensated at one and one-half times the hourly equivalent rates of pay.

At the option of the EMPLOYEE, compensatory time may be accrued in lieu of cash payment for overtime worked. Hours accrued will be in direct relation to pay earned at one and one half time or double time.

The maximum compensatory time which may be accrued by any EMPLOYEE shall be 80 hours. An EMPLOYEE who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. 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.

Payment for accrued compensatory time upon termination of employment shall be calculated at the final hourly rate received by the EMPLOYEE. Compensatory time shall not be used to extend employment upon termination.

"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 day or week in which they are paid.

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

3.10.110: EXCLUSIONS FROM OVERTIME AND STANDBY

All EMPLOYEES designated as OFFICER or UNCLASSIFIED EMPLOYEES shall be excluded from overtime or standby compensation in the form of pay.

In lieu of overtime pay or standby pay, all EMPLOYEES designated as OFFICER or UNCLASSIFIED EMPLOYEES shall be granted a minimum of forty (40) hours per year of Administrative Leave, to be credited on July 1 of each year.

3.10.120: REIMBURSEMENT FOR ASSIGNMENTS REQUIRING EMPLOYEE TRAVEL

When it is necessary and authorized by the RESPONSIBLE AUTHORITY for an EMPLOYEE to use a privately-owned vehicle for DISTRICT business, the EMPLOYEE shall be compensated per mile for use of such vehicles at the current rate as designated by the Internal Revenue Service (IRS) for such travel, to and from the destination of the authorized use. If a District vehicle is available for use and the EMPLOYEE elects to use a privately-owned vehicle, the EMPLOYEE shall not be compensated for mileage.

When it is necessary and authorized by the RESPONSIBLE AUTHORITY for an EMPLOYEE to perform travel for DISTRICT business, which includes mealtimes, such meals shall be paid for by District at a per diem rate of \$30.00 per full day of such travel. Meal allowances for partial days of travel will be compensated at follows: Breakfast \$ 8.00, Lunch \$12.00, Dinner \$16.00. Lodging and other travel expenses shall be paid by DISTRICT upon presentation and approval of receipts for charges.

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 on the next regular check run.

3.10.130: HOLIDAYS

The following days shall be holidays for the EMPLOYEES:

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

When a holiday falls on a Saturday or Sunday, the preceding Friday or succeeding Monday, respectively, shall be observed as the holiday.

If an EMPLOYEE who is entitled to a holiday is required to work on said holiday, that EMPLOYEE shall be assigned an alternate day off on a schedule to be determined by the RESPONSIBLE AUTHORITY.

3.10.140: VACATION

Vacation benefits shall be granted to EMPLOYEES as follows:

1. Vacation shall be accrued based on the following schedule:
 - a. 0 - 4 years of employment: Eighty (80) hours annually.
 - b. Fifth (5th) year of employment: Eighty Eight (88) hours annually.
 - c. Sixth (6th) through ninth (9th) year of employment, One Hundred Twenty (120) hours annually.
 - d. Tenth (10th) year of employment: One Hundred Twenty Eight (128) hours annually.
 - e. Eleventh (11th) year of employment: One Hundred Thirty Six (136) Hours annually.
 - f. Twelfth (12th) year of employment: One Hundred Forty Four (144) hours annually.
 - g. Thirteenth (13) year of employment: One Hundred Fifty Two (152) hours annually.
 - h. Beginning in the fourteenth (14th) year, One Hundred Sixty (160) hours annually.
2. An EMPLOYEE shall begin accrual of vacation upon completion of his or her probationary period.
3. If a holiday, as defined by this Ordinance, occurs during vacation leave, one day will be deleted from vacation time off.
4. Upon termination EMPLOYEE will be paid for all accrued vacation leave not used to the date of termination, up to a maximum of two times the EMPLOYEE'S accrual rate. EMPLOYEES terminating prior to six (6) months employment are not eligible to receive vacation accrual. Vacation shall not be used to extend employment upon termination.
5. During periods of leave of absence or temporary disability which are unpaid leaves, no sick leave, vacation time or retirement benefits will accrue.
6. Requests for vacation must be presented at least fourteen (14) days prior to the time vacation is requested. Special consideration may be given by the RESPONSIBLE AUTHORITY 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 work load of the DISTRICT, and two EMPLOYEES

working in the same department or 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 RESPONSIBLE AUTHORITY without the advance notification requirement. Approval of such requests will not be unreasonably withheld.

7. No vacation may be earned or accrued above two (2) times the EMPLOYEE'S annual accrual rate with the exception of eight (8) hours accrued annually for currently accrued Safe Driving Bonus.
8. An EMPLOYEE will not be allowed to work and receive vacation pay at the same time.

3.10.150: SICK LEAVE

Sick leave benefits shall be granted to EMPLOYEES as follows:

1. Sick leave shall be defined as the absence from duty by an EMPLOYEE for the following reasons:
 - a. Quarantine because of exposure to 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.
 - b. Attendance upon a member of the EMPLOYEES' immediate family because of illness or injury where the attendance of the EMPLOYEE is definitely required to care for, or transport such individual for care or operation. Immediate family shall be defined to mean spouse, child, brother, sister, parents, spouse's parents, or close relative.
2. Sick leave shall accrue at the rate of eight (8) hours per month, and shall be updated monthly, following the month in which it was earned.
3. Sick leave shall be granted only by the RESPONSIBLE AUTHORITY. 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 sick leave request. When an absence occurs, the RESPONSIBLE AUTHORITY may require evidence in the form of a physician's statement, or other documentation of the reason for an EMPLOYEE'S absence for medical purposes. Additional sick leave may be granted an EMPLOYEE by the RESPONSIBLE AUTHORITY, when in the judgment of the RESPONSIBLE AUTHORITY, such additional time is justified.

Upon advance notification, vacation or compensatory time may be used to supplement available sick leave in non-recurring emergency situations, at the discretion of the RESPONSIBLE AUTHORITY.

4. Following an absence for serious illness, injury, or exposure to a contagious disease, the RESPONSIBLE AUTHORITY may require a statement from a physician, indicating that the EMPLOYEE is fit to return to work.
5. Use of sick leave for any purpose other than that defined above will be grounds for discipline, or termination, at the discretion of the RESPONSIBLE AUTHORITY.
6. To be eligible for sick leave, the EMPLOYEE must notify his or her SUPERVISOR when giving notice is reasonable, prior to the time set for performing the EMPLOYEE'S daily duties.
7. An EMPLOYEE has the option of using current or accumulated sick leave, or vacation, to the extent available, while she is on maternity leave. Absences in excess of available annual vacation or sick leave time shall be treated as leave per the provisions of the Family Medical Leave Act of 1993.
8. Upon termination, after completion of six (6) months of employment, 30% accumulated sick leave will be paid the EMPLOYEE; 60% will be paid upon retirement at age 61 or over; and 100% will be paid the EMPLOYEE'S beneficiary in the event of death. Payments shall be made up to a maximum of 960 hours. Sick leave shall not be used to extend employment upon termination.
9. On December 1 of each year, a review will be made of each EMPLOYEE'S accrued sick leave. At the EMPLOYEE'S option, accrued sick leave in excess of 160 hours will be bought back by the District at 50% value, or the EMPLOYEE may convert sick leave in excess of 160 hours to either compensatory time or vacation at 50% value.
10. EMPLOYEES will be allowed the use of eight (8) hours of sick leave per year for personal leave to be used at their discretion. Personal leave must be approved by the EMPLOYEE'S immediate supervisor in advance of such leave. Personal leave may not be accrued from year to year. Unused personal leave will remain as accrued sick leave.

3.10.160: LEAVE OF ABSENCE

Leave of absence may be granted to EMPLOYEES as follows:

1. Family Death Leave. A leave of absence with pay may be granted by the RESPONSIBLE AUTHORITY in the event of death in the EMPLOYEE'S immediate family or a close relative. Such leave shall not exceed five (5) days without the approval of the DISTRICT.
2. Leave for Jury Duty. EMPLOYEES shall be allowed a leave of absence with pay when subpoenaed for jury duty. Private transportation shall be utilized and all fees received for jury duty, not including reimbursement for transportation and expenses, shall be turned over to the DISTRICT. An EMPLOYEE shall notify the RESPONSIBLE AUTHORITY upon receiving notice to appear for jury duty.
3. 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 EMPLOYEES regular pay, minus military base pay for the period of duty as shown on official pay voucher, if such a difference exists.
4. Other Time Off. Time off may not be taken without completing the appropriate form prior to taking such leave. Such forms must be approved by the EMPLOYEE'S immediate supervisor and the RESPONSIBLE AUTHORITY.
5. Leave of Absence Without Pay. Temporary leaves of absence without pay shall be granted at the sole discretion of the DISTRICT. Leaves of absence up to thirty (30) calendar days may be granted by the RESPONSIBLE AUTHORITY. Extended leaves of absence without pay may be granted by the DISTRICT upon written application of the EMPLOYEE. EMPLOYEES on leave of absence in excess of thirty (30) calendar days shall not accrue sick leave or vacation benefits during the period of absence, and this time shall not be counted in an EMPLOYEE'S evaluation period, and the EMPLOYEE'S anniversary date will be changed accordingly. DISTRICT will make no contributions to retirement, medical, dental, or other benefits during that period. 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.
6. FAMILY AND MEDICAL LEAVE ACT OF 1993.

The District will comply with the California Family Leave Act effective January 1, 1993 and the Federal Family and Medical Leave Act of 1993, effective August 5, 1993.

3.10.170: WORKERS COMPENSATION INSURANCE AND DISABILITY DUE TO JOB RELATED INJURY.

EMPLOYEES who suffer an injury resultant from employment duties shall proceed and receive benefits as follows:

1. The EMPLOYEE shall immediately notify his/her SUPERVISOR, and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the RESPONSIBLE AUTHORITY. 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 RESPONSIBLE AUTHORITY, in accordance with State law.
2. The EMPLOYEE shall file a claim with the District's carrier for Worker's Compensation Benefits. The first three (3) working days off due to a job related injury shall be paid as Worker's Compensation benefits. This three (3) day period is intended to supplement the injured EMPLOYEE compensation until Worker's Compensation benefits, if any, are received. If benefits are denied by Worker's Compensation, these three (3) days will be deducted from EMPLOYEE'S sick leave, if available, or taken as leave without pay if no sick leave is available.
3. The EMPLOYEE may be granted a loan equal to the amount of sick leave and/or vacation time accrued to supplement income while waiting for Worker's Compensation benefits to be paid. Any loan granted the EMPLOYEE shall be repaid by the EMPLOYEE.
4. 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. During the first thirty (30) days of disability, the DISTRICT has the right to medical control of the EMPLOYEE. After thirty days have elapsed, if the EMPLOYEE is not satisfied with the treatment being received, he/she may request a change of physicians.
5. 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" or "desk duty", or limited duty" when available, if the EMPLOYEE'S normal job requires heavy or strenuous work.

6. Vacation and sick leave benefits will not accrue during the time an EMPLOYEE is solely on worker's compensation leave in excess of thirty (30) calendar days after optional use of sick leave and vacation accrued.

3.10.180: PHYSICAL EXAMINATION

A prospective EMPLOYEE shall be required to have and pass a physical examination prior to employment. Whenever in the judgment of the GENERAL MANAGER (CEO) the best interests of the DISTRICT require such examination, an EMPLOYEE may be required to have and pass a physical examination. EMPLOYEES, who in the opinion of the designated physician, are physically incapable of meeting normal requirements of their position, may be reclassified or may be terminated for physical disability as determined by the RESPONSIBLE AUTHORITY.

Failure of an EMPLOYEE to disclose pertinent medical information on the pre-employment physical questionnaire is subject to discharge from District service without the right of appeal.

3.10.190: COMPENSATION AND EVALUATION OF EMPLOYEE PERFORMANCE

1. The salary schedule for EMPLOYEES shall be as in Article 3.20. The RESPONSIBLE AUTHORITY shall administer the DISTRICT salary plan based on EMPLOYEE'S performance, and the recommendation of EMPLOYEE'S SUPERVISOR. Evaluation of EMPLOYEE'S performance shall be subject to the grievance procedure.

2. Appointment to a Higher Starting Salary: Original appointment shall be made at the starting salary step for each position, except that upon approval of the RESPONSIBLE AUTHORITY and the BOARD, 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.

3. Reclassification: In the event of a reclassification the individual reclassified shall be compensated at the salary step of the new position which is not lower than 2% above their present step, and no higher than 5% above their present step.

4. EMPLOYEES shall receive an evaluation of performance as follows:

- a. Performance evaluations shall be made during the fifth (5th) month of a probationary period, and annually thereafter, except for UNCLASSIFIED EMPLOYEES which shall be evaluated no later

than August 31 of each year. Performance evaluations may be made more frequently at the discretion of the RESPONSIBLE AUTHORITY.

- b. The evaluation shall be made by the EMPLOYEE'S immediate 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 and shown in Article 3.25.
- c. Performance reviews for UNCLASSIFIED EMPLOYEES shall be prepared on a form specified by the GENERAL MANAGER/CEO.
- d. If an EMPLOYEE feels the evaluation does not correspond with the facts, he or she may appeal to the RESPONSIBLE AUTHORITY, who shall make the final decision regarding the evaluation, subject to the Grievance Procedure.

5. Salary Increases (Time for Consideration): During the fifth (5th) month of initial service (probationary period) a performance review will be completed by the EMPLOYEE'S SUPERVISOR.

Salary increases shall be considered after the initial six (6) months of service. Increases after the initial six (6) months of service shall be granted as applicable, based on EMPLOYEE performance. Reason for denial of a salary increase will be presented to the EMPLOYEE.

Additional salary increases may be considered on the following schedule: After eighteen (18) months of service and each twelve (12) months thereafter.

6. Salary Increases (Amount) for EMPLOYEES as of July 1, 1997: Such EMPLOYEES at steps 7 or lower shall be eligible for up to a two step increase, and such EMPLOYEES at step 8 shall be eligible for a one step increase. To be eligible for a single step increase, an EMPLOYEE'S performance must be "Satisfactory" (Zone 3) with a total score of 27 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance, and not more than one (1) category "Below Acceptable Levels" (Zone 5). To be eligible for a two step increase, an EMPLOYEE'S evaluation must total "Commendable" (Zone 2), with a total score of 18 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance. If an EMPLOYEE earns less than a two step increase on performance (not reclassification), they shall be subject to another performance review in six (6) months. At that time, an EMPLOYEE shall be eligible for a single step increase based on an improved performance evaluation with a total score of 23 or less. A performance review score of 18 will be required for a 2½% increase from Step 9 to Step 10. If a score higher than 18 is received, a new review will be done in six (6) months. If a score of 18 or lower is received in

six months, a 2½% increase will be awarded at that time. After the 10th Step, all EMPLOYEES are eligible for up to a 2% salary increase every year, until 20 years of service, based on Performance Review scores as follows: 15 for 2%, 16 for 1.5%, and 17 for 1%. After 20 years of service, EMPLOYEES shall be eligible for an increase of 1% each year based upon a Performance Review score of 17 or less.

All such EMPLOYEES with one year at Step 9 or Step 10 will be eligible for a pay raise effective July 1, 1997 based on the last performance review. Any such EMPLOYEE with one year in service at Step 9 or Step 10 after July 1, 1997 will be eligible for a salary increase based upon a new performance review.

7. Salary Increases (Amount) for EMPLOYEES hired after July 1, 1997: Such EMPLOYEES shall be eligible for a one step increase after completion of a six month probationary period and a further one step increase annually thereafter, up to Step 10. After Step 10, EMPLOYEES will be eligible for a 2% increase annually. After 20 years of service, EMPLOYEES will be eligible for an increase of 1% each year.

All increases from Step A to 9 will be as follows: To be eligible for a single step increase, an EMPLOYEE'S performance must be "Satisfactory" (Zone 3) with a total score of 27 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance, and not more than one (1) category "Below Acceptable Levels" (Zone 5). If a score higher than 27 is received, a new review will be done in six (6) months. If a score of 23 or lower is received in six months, a 2½% increase will be awarded at that time. A performance review score of 18 will be required for a 2½% increase from Step 9 to Step 10. If a score higher than 18 is received, a new review will be done in six (6) months. If a score of 18 or lower is received in six months, a 2½% increase will be awarded at that time. After the 10th Step, all EMPLOYEES are eligible for up to a 2% salary increase every year, until 20 years of service, based on Performance Review scores as follows: 15 for 2%, 16 for 1.5%, and 17 for 1%.

8. Effective Date of Salary Increase. Salary increases will be effective at the beginning of the pay period following the date in which the increase is due.

9. Salary Decreases: The compensation of an EMPLOYEE may be reduced upon recommendation of the RESPONSIBLE AUTHORITY in cases where the quality and manner of performance of duties do not justify the compensation being received; subject to the grievance procedure.

10. An EMPLOYEE'S driving record must be improving, or clean for consideration for salary increases and/or promotions, subject to the following:

a. An EMPLOYEE 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 salary 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.

b. An EMPLOYEE convicted of two moving violations during the performance review period will not be eligible for consideration of a salary increase and/or promotion.

c. An EMPLOYEE not awarded a two (2) step salary increase or promotion will be eligible for reconsideration in six (6) months if performance merits, and no additional convictions have occurred. If an EMPLOYEE is re-evaluated for a single 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 a two (2) step increase 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.

3.10.200: HEALTH, DENTAL, AND RETIREMENT

EMPLOYEES shall be included in the health, dental, and retirement plans currently provided by the DISTRICT, and subject to the rules established by the carriers of these plans. In the event of an accident or illness which prevents an EMPLOYEE from working, a temporary layoff or termination of employment of any EMPLOYEE with one year or more of employment, the DISTRICT will continue monthly payments of health and dental benefits for the EMPLOYEE and the EMPLOYEE'S dependents for a period not to exceed six months. Orthodontia coverage will be provided for each EMPLOYEE and each dependent at 50% of charges to a maximum of \$1500 per person per lifetime.

Part-time seasonal and temporary EMPLOYEES are not eligible for the above-mentioned plans, without special authorization by the DISTRICT. However, temporary EMPLOYEES whose term of employment exceeds six months may be enrolled in the Retirement Plan as provided by the Plan trust documents.

A contribution to the DISTRICT retirement plan shall be made by the DISTRICT at a rate of 12.245% of each EMPLOYEE'S base hourly earnings. Vesting provisions and eligibility shall be determined by the Plan Document.

EMPLOYEES shall be included in the Short Term Disability Income policy as provided by the District, subject to eligibility dates set by the carrier.

3.10.210: EDUCATION AND TRAINING

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

1. For college, community college, and other courses for which academic credit is given, and which are approved by the RESPONSIBLE AUTHORITY, 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. No other compensation shall be rendered.
2. For job-related training courses 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.

3.10.220: PRODUCTIVE WORK ENVIRONMENT

It is in the best interest of the DISTRICT EMPLOYEES and the employer that a productive work environment be maintained. Verbal or physical conduct by any EMPLOYEE which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment is not acceptable.

1. Verbal Abuse. Comments made verbally that reflect on another EMPLOYEE'S ethnic, religious, or racial background or that show prejudice to others are not acceptable in the work place. Use of profanity and abusive language, and hearsay comments about an EMPLOYEE'S personal affairs are also not acceptable. While the DISTRICT makes no attempt to control the feelings and thoughts of EMPLOYEES, it requires that actions in the workplace not be offensive to others.
2. Sexual Harassment.
 - a. Supervisors have a responsibility to maintain the work place free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an EMPLOYEE'S refusal to submit to sexual advances will adversely affect the EMPLOYEE'S employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. In addition, no supervisor is to favor in

any way any applicant or EMPLOYEE because that person has performed or shown a willingness to perform sexual favors for the supervisor.

- b. Other sexually harassing conduct in the work place, whether committed by supervisors or non-supervisory personnel, is also prohibited. Such conduct includes:

- 1) Sexual flirtations, touching, advances, or propositions;
- 2) Verbal abuse of a sexual nature;
- 3) Graphic or suggestive comments about an individual's dress or body;
- 4) Sexually degrading words to describe an individual; and
- 5) The display in the work place of sexually suggestive objects or pictures, including nude photographs.

- 3. PHYSICAL CONDUCT. Any actions made against or threatened against another EMPLOYEE'S physical person are not acceptable.
- 4. Hostile Work Environment. A hostile environment is not in the best interests of the EMPLOYEES, the public, or the organization as a whole. Verbal abuse, sexual harassment, or improper physical conduct may create a hostile work environment. Actions of this type by EMPLOYEES, groups of EMPLOYEES, or any other persons are not acceptable.

5. Complaint Procedure

- a. Any EMPLOYEE who believes that the actions or words of a supervisor or fellow EMPLOYEE constitute unwelcome harassment has a responsibility to report or complain as soon as possible to the appropriate supervisor or to the GENERAL MANAGER/CEO, if the complaint involves the supervisor.
- b. All complaints of harassment will be investigated promptly and in an impartial and in as confidential a manner as possible by the supervisor. If an EMPLOYEE is not satisfied with the handling of a complaint or the action taken by the supervisor, then the EMPLOYEE should bring the complaint to the attention of the GENERAL MANAGER/CEO. In all cases, the EMPLOYEE is to be advised of the supervisor's or GENERAL MANAGER/CEO's findings and conclusion.
- c. Any EMPLOYEE or supervisor who is found after appropriate investigation to have engaged in harassment of another EMPLOYEE will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination as contained in SECTION 2.30: DISCIPLINARY ACTION/TERMINATION OF EMPLOYMENT AND APPEALS.

3.10.230: PERSONNEL FILES

The GENERAL MANAGER/CEO shall maintain a personnel file for each EMPLOYEE. The file shall contain, but is not limited to, information on the EMPLOYEE'S date of employment, payroll information, benefit information, sick leave, vacation, and compensatory time off, education and training courses completed, memorandums to EMPLOYEE'S performance evaluations, leave of absence requests, Workers' 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.

Upon the EMPLOYEE'S request, the GENERAL MANAGER/CEO shall, at reasonable times, permit that EMPLOYEE or that 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 GENERAL MANAGER/CEO.

All EMPLOYEES shall have those rights set forth in Labor Code Section 1198.5.

2.10.240: FULL TIME TEMPORARY EMPLOYEES

FULL TIME TEMPORARY EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. FULL TIME TEMPORARY EMPLOYEES will work a full, forty (40) hour work week, which distinguishes them from part-time EMPLOYEES. FULL TIME TEMPORARY EMPLOYEES shall not receive holiday pay, but will receive straight time for actual hours worked on a holiday.

FULL TIME TEMPORARY EMPLOYEES shall be compensated at a rate consistent with the labor market, as determined by the RESPONSIBLE AUTHORITY, including FICA, Medicare, Worker's Compensation Insurance, and Unemployment Benefits.

FULL TIME TEMPORARY EMPLOYEES shall not be entitled to or earn life insurance, medical and dental insurance, vacation or sick leave, or retirement benefits.

The availability of FULL TIME TEMPORARY assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

FULL TIME TEMPORARY EMPLOYEES shall serve at the pleasure of the RESPONSIBLE AUTHORITY, and shall be terminable at any time, with or without notice and with or without cause. A FULL TIME TEMPORARY EMPLOYEE shall have no right to file an appeal or grievance arising out of his/her termination.

3.10.250: PART TIME TEMPORARY EMPLOYEES

PART TIME TEMPORARY EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. PART TIME TEMPORARY EMPLOYEES shall work less than a forty (40) hour work week, shall not receive holiday pay, but will receive straight time for actual hours worked on a holiday.

PART TIME TEMPORARY EMPLOYEES shall be compensated at a hourly rate consistent with the local labor market as determined by the RESPONSIBLE AUTHORITY, including FICA, Medicare, Worker's Compensation Insurance, and Unemployment Benefits, but not be entitled to or earn life insurance, medical and dental insurance, vacation or sick leave, or retirement benefits.

The availability of PART TIME TEMPORARY assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

PART TIME TEMPORARY EMPLOYEES shall serve at the pleasure of the RESPONSIBLE AUTHORITY, and shall be terminable with or without prior notice and with or without cause. PART TIME TEMPORARY EMPLOYEES shall have no right to file an appeal or grievance arising out of their termination.

3.10.260: PART TIME REGULAR EMPLOYEES

PART TIME REGULAR EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. PART TIME REGULAR EMPLOYEES shall work less than a forty (40) hour work week.

PART TIME REGULAR EMPLOYEES will be compensated at an hourly rate consistent with the local labor market as determined by the RESPONSIBLE AUTHORITY, which may include retirement, life insurance, medical and dental insurance and all other benefits accorded FULL TIME REGULAR EMPLOYEES, prorated, based on the number of hours worked. There will be three categories of PART TIME REGULAR EMPLOYEES: 1) 0-20 hours per week, no benefits received; 2) 21-30 hours per week, benefits prorated at half-time; 3) 31-39 hours, benefits prorated at three-quarter time. PART TIME REGULAR EMPLOYEES will be required to pay the differential increment for medical/dental insurance based on hours worked.

The availability of PART TIME REGULAR assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

PART TIME REGULAR EMPLOYEES shall have the same rights as CLASSIFIED, including but not limited to access to the Grievance Procedure.

3.10.270: DISCRIMINATION

No EMPLOYEE or applicant for employment with the DISTRICT shall be appointed, demoted, or removed or in any way favored or discriminated against because of sex, race, religion, or political opinions or affiliations; nor shall any person be discriminated against because of age, or physical disability, except where a specific age or physical requirement constitutes a bona fide occupational qualification necessary for proper and efficient completion of assigned duties.

3.10.280: UNIFORMS

The DISTRICT will provide uniform work clothing for EMPLOYEES as required. Uniforms for any other EMPLOYEES will be only as approved by the RESPONSIBLE AUTHORITY or his or her designated representative. When provided, uniforms shall be worn at all times during the course and scope of EMPLOYEE duties, except when authorized by the RESPONSIBLE AUTHORITY.

3.10.290: LAYOFF/DEMOTION

If it is necessary for the DISTRICT to layoff or demote any EMPLOYEE, except for OFFICER or part or full time TEMPORARY employees, due to lack of work, lack of funds, or reorganization; EMPLOYEES affected will be informed at least thirty (30) days prior to the effective date of the layoff or demotion, if possible. In determining EMPLOYEES who will be laid off or demoted, the DISTRICT shall consider skills, capacity or ability to satisfactorily perform the duties of a position, growth potential, and years of service with the DISTRICT. Whenever two (2) or more EMPLOYEES are considered equal in skills, capacity or ability and growth potential as indicated by the EMPLOYEE'S personnel files, the EMPLOYEES with the longest service with the DISTRICT shall be given preference for retention. OFFICER EMPLOYEES shall serve at the pleasure of the Board of Directors. Part or full time TEMPORARY EMPLOYEES may be terminated or demoted with only that notice otherwise required by law.

3.10.230: DISCIPLINARY ACTION/TERMINATION OF EMPLOYMENT AND APPEALS

1. The tenure of EMPLOYEES shall be during good behavior, and observance of DISTRICT employment standards, rules, and policies. TEMPORARY EMPLOYEES may be terminated at any time with or without cause. FULL TIME TEMPORARY AND PART TIME TEMPORARY EMPLOYEES have no appeal rights under this section. Each of the following constitutes cause for discipline or termination of a REGULAR FULL TIME or PART TIME EMPLOYEE:
 - a. Fraud in securing employment.
 - b. Incompetence.

- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination to a SUPERVISOR or management personnel.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Intemperance.
- j. Inexcusable absence without leave.
- k. Use of Sick Leave for other than illness or attention to an immediate family member.
- l. Violation of safety standards set by the DISTRICT.
- m. 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.
- n. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- o. Immorality.
- p. Discourteous treatment of the public or other EMPLOYEES.
- q. Improper political activity.
- r. Willful disobedience.
- s. Misuse of District property.
- t. Refusal to take and subscribe any oath of affirmation which is required by law in connection with employment.
- u. 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 the EMPLOYEE.
- v. Presentation of any false travel or expense claim.
- w. Conviction of driving under the influence in a DISTRICT vehicle, or on DISTRICT business.
- x. Violation of any District rule or regulation, or any of the above items.

Discipline may take the form of termination, suspension without pay, demotion, reduction in salary for a specified period of time, forfeiture of compensatory time, vacation, or sick leave.

2. The employment of probationary EMPLOYEES may be terminated at any time during said probationary period, for any reason and without any right of appeal or hearing.

3. For the causes enumerated in SECTION 3.10.300, the RESPONSIBLE AUTHORITY shall have the right to take the following disciplinary action against any EMPLOYEE;
 - a. Demotion.
 - b. Suspension without pay.
 - c. Termination.
 - d. Reduction in salary for a specified time.
 - e. Forfeiture of compensatory time, vacation, or sick leave.
4. At least five calendar days prior to the effective date of any disciplinary action described in Subparagraph 1, the RESPONSIBLE AUTHORITY or any person authorized by him or her, 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 RESPONSIBLE AUTHORITY prior to the effective date of the disciplinary action.

On the date set for the EMPLOYEE'S response to the proposed disciplinary action the GENERAL MANAGER/CEO 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.

5. No later than twenty (20) calendar days after the effective date of disciplinary action, the EMPLOYEE may file with the DISTRICT a written answer to the disciplinary action, which answer shall be deemed to be a denial of all of the allegations of the notice of disciplinary action, not expressly admitted, and a request for hearing or investigation as provided in this section. With the consent of the DISTRICT, or its authorized representative, an amended answer may be subsequently filed. If the EMPLOYEE fails to appear within the time specified, or after the answer withdraws his or her appeal, the disciplinary action taken by the RESPONSIBLE AUTHORITY shall be final.
6. An EMPLOYEE who has been disciplined, or an attorney, or authorized representative, shall have the right to inspect any documents in the possession of or in the control of the GENERAL MANAGER/CEO, 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 his or her 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 for the GENERAL MANAGER/CEO.

7. At any time before an EMPLOYEES appeal is submitted to the DISTRICT or its authorized representative for decision, the GENERAL MANAGER/CEO may, with the consent of the DISTRICT, or its authorized representative; serve on the EMPLOYEE and file with the DISTRICT, an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the EMPLOYEE shall be afforded a reasonable opportunity to prepare his or her defense thereto, but he or she shall not be entitled to file a further answer unless the DISTRICT or its authorized representative so orders. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing or investigation and shall be noted in the record.
8. Whenever an answer is filed by an EMPLOYEE who has been suspended without pay for ten (10) days or less, the DISTRICT or its authorized representative shall within a reasonable time, hold a hearing. The DISTRICT shall notify the EMPLOYEE of the time and place of the hearing. Such 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 GENERAL MANAGER/CEO and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.
9. Whenever an answer is filed to a disciplinary action, other than a suspension without pay for ten (10) days or less, the DISTRICT or its authorized representative shall within a reasonable period of time, hold a hearing. The DISTRICT shall notify the EMPLOYEE of the time and place of the hearing. Such 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 GENERAL MANAGER/CEO and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.
10. Failure of an EMPLOYEE to appear at the hearing shall be deemed as a withdrawal of his or her answer and the action of the person imposing discipline shall be final.
11. 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.
12. Hearings may be held by the DISTRICT, or by any authorized representative other than the person who imposed the discipline in question, but the DISTRICT may accept, reject, or modify the proposed decision.
13. If a contested case is heard by an authorized representative, he or she shall prepare a proposed decision in such form that it may be adopted as the

decision in the case. A copy of the proposed decision shall be filed by the DISTRICT as public record and furnished to the EMPLOYEE within ten (10) days after the proposed decision is filed with the DISTRICT. The DISTRICT itself may adopt the decision in its entirety, or may reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

14. If the proposed decision is not adopted as provided in subparagraph B, the EMPLOYEE shall be notified of such action, and the DISTRICT itself may decide the case upon the record, including the transcript, with or without taking any additional evidence, or may refer the case to the same or another authorized representative to take additional evidence. If the case is so assigned to an authorized representative, he or she shall prepare a proposed decision as provided in paragraph 2 upon the additional evidence and the transcript and other papers which are a part of the record of the prior hearing. A copy of such proposed decision shall be furnished to the EMPLOYEE. The DISTRICT itself shall decide no case provided for in this paragraph without affording the EMPLOYEE the opportunity to make oral and written argument before the DISTRICT itself. If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.
15. In arriving at a decision or a proposed decision, the DISTRICT or its authorized representative may consider any prior suspension or suspensions of the EMPLOYEE or any prior proceedings under this section.
16. The 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 pleadings to the EMPLOYEE that the time within such judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.
17. The DISTRICT shall render a decision within a reasonable time after the hearing or investigation. The disciplinary action taken by the GENERAL MANAGER/CEO or his or her authorized representative shall stand unless modified or revoked by the DISTRICT. If the DISTRICT finds the cause or causes by which the disciplinary action imposed were insufficient or not sustained, or that the EMPLOYEE was justified in the course of conduct upon which the causes were based, it may modify or revoke the disciplinary action and it may order the EMPLOYEE returned to his or her position, either as of the date of the disciplinary action or as of such later date as it may justify. The decision of the DISTRICT shall be entered upon the minutes of the Board of Directors of the DISTRICT.

3.10.310: SUSPENSION

Benefits will be continued upon suspensions lasting less than ten (10) working days. No benefits will be paid by the DISTRICT for suspension over ten (10) days,

although the EMPLOYEE may continue medical, dental, vision, orthodontic, life and State Disability benefits by making the necessary payment as calculated by the Accounting Department.

3.10.320: PUBLIC RELATIONS

EMPLOYEES will conduct themselves in a manner that will reflect credibility upon the DISTRICT. In dealing with the public, all EMPLOYEES will maintain a polite and helpful attitude. Information relayed to the public should be factual and limited to the actual situation. No admission of DISTRICT responsibility should be made. Requests for further information should be referred to the GENERAL MANAGER/CEO.

3.10.330: TIME CARDS, DAILY TIME SHEETS, AND OTHER WORK STATEMENTS

No EMPLOYEE may punch in or out on the time clock for another EMPLOYEE. All changes on time cards must be initiated by the immediate supervisor and/or RESPONSIBLE AUTHORITY.

Daily time sheets must be accurately filled out each work day to include all time worked. Overtime Pay Request slips must be filled out if overtime is to be paid.

All documents relating to hours worked by EMPLOYEES must coincide. In case of discrepancies, time cards will take precedence.

3.10.340: BENEFITS

1. Current EMPLOYEE benefits include the following:
 - a. Vacation
 - b. Sick Leave
 - c. Retirement Plan
 - d. Life Insurance
 - e. Health Insurance
 - f. Dental Insurance
 - g. Vision Insurance
 - h. Short Term Disability Income Insurance
 - i. Sick Leave Buyback Plan
 - j. Safe Vehicle Operation Bonus
 - k. Professional Membership Fees
 - l. Bereavement Leave
2. Statutory Benefits Include:
 - a. Worker's Compensation Insurance
 - b. State Disability Insurance, paid by EMPLOYEE
 - c. Social Security (1/2 paid by EMPLOYEE and 1/2 paid by DISTRICT)

- d. Unemployment Insurance
 - e. Jury Duty
3. Optional Benefits (Paid by EMPLOYEE) include:
- a. Golden One Credit Union
 - b. Deferred Compensation Plan
 - c. Tool Purchase Plan
 - d. IRS 125 Cafeteria Plan

Benefits may be deleted, altered, or increased at the discretion of the DISTRICT.

3.10.350: No section with this number.

3.10.360: 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.

3.10.370: SAFETY AND SAFETY EQUIPMENT

Necessary safety equipment will be purchased and issued to all EMPLOYEES of the DISTRICT who require such equipment on the job. It shall be the responsibility of the EMPLOYEE to properly utilize, protect, and safeguard such equipment from damage. EMPLOYEES who continually lose or damage equipment may be required to purchase their own equipment, if in the opinion of the RESPONSIBLE AUTHORITY, neglect or carelessness on the part of the EMPLOYEE has occurred.

Safety procedures will be observed at all times. Unsafe conditions shall be immediately reported to an EMPLOYEE'S immediate supervisor.

3.10.380: TOOL POLICY

The following policy is for the benefit of the DISTRICT and the EMPLOYEES. The policy makes the EMPLOYEE totally responsible for his or her tools, and also allows the EMPLOYEE to acquire the required tools at a reduced cost and to keep possession of the tools upon termination:

1. Required Tools. The DISTRICT may develop a list of required hand tools or equipment for any employment position. All EMPLOYEES, except

temporary EMPLOYEES, within a covered position, as a condition of his or her employment, will be required to provide and have the tools available in his or her possession ready to work. If any EMPLOYEE transfers to another department or classification, he or she must, within a reasonable amount of time, secure the required tools. Temporary EMPLOYEES will have tools provided by the DISTRICT, but may participate in the tool policy if they desire.

Tools added to the list will be provided by the DISTRICT at no cost to the EMPLOYEE, and will remain the property of the DISTRICT. Such tools may be placed under the tool purchase policy.

2. Tool Purchase. At the request of the regular EMPLOYEE, the DISTRICT will purchase for the EMPLOYEE the recommended list of tools for his or her classification/department at DISTRICT cost, then as a one-time offer, discount that cost 25%. The EMPLOYEE will then reimburse the DISTRICT in one lump sum or monthly payroll deductions. The EMPLOYEE shall reimburse the DISTRICT at a rate of one third (1/3) of the cost each year for three (3) years.

Temporary EMPLOYEES will be treated equal to permanent EMPLOYEES, with one alternative. The DISTRICT will loan the necessary tools for their use. The temporary EMPLOYEE will be responsible for the tools borrowed from the DISTRICT.

3. Lost, Broken or Worn Tools and Stolen Tools. Broken or worn tools will be replaced at DISTRICT cost. Tools stolen by forcible entry into District property or DISTRICT vehicles will be replaced by the DISTRICT, provided there is no showing of negligence on the part of the EMPLOYEE. A police report must be filed for any incident of theft. Lost tools will be replaced by the EMPLOYEE.
4. Tool Quality. Tools purchased by the DISTRICT or the EMPLOYEE will bear a lifetime guarantee, such as Craftsman, etc. If the tools fail, they will be replaced under the manufacturer's warranty.
5. Ownership of Tools After Termination. If the EMPLOYEE terminates from DISTRICT service prior to completion of three (3) years of service, or prior to completion of repayment for tools, full payment must be made prior to final processing. Such payment may be made directly by the EMPLOYEE, or may be deducted from final vacation, sick leave and/or final pay checks. If the EMPLOYEE leaves prior to one year of service, the 25% DISCOUNT given shall be reimbursed to the DISTRICT.

After final payment, tools become the sole property of the EMPLOYEE. If the EMPLOYEE terminates prior to full payment of the tools, and chooses

not to retain the tools, a refund of one-half (1/2) the monies paid to the DISTRICT by the EMPLOYEE for the tools will be made to the EMPLOYEE after return of a full set of tools in good condition.

Any tool set turned in and not retained by the EMPLOYEE, must be a full set in good condition, or must be brought to completeness and serviceability at the EMPLOYEE'S cost. If this is not possible through monies due the EMPLOYEE, the EMPLOYEE shall make up the difference.

6. Inventory. The DISTRICT'S Purchasing Agent will maintain an inventory sheet on each EMPLOYEE who has purchased tools through the DISTRICT. The DISTRICT reserves the right to inspect the EMPLOYEES' tool supply at any time to insure proper tools are available.
7. Agreement. Each tool purchase shall be accompanied by a signed agreement between the DISTRICT and the EMPLOYEE.
8. Provision of Tools by EMPLOYEE. An EMPLOYEE may elect to provide the required tools from his or her own supply, and not participate in the tool purchase program. The EMPLOYEE will be responsible to maintain the required tools in quality and quantity sufficient for completion of the EMPLOYEE'S assigned duties.

3.10.390: EMPLOYEE SUGGESTIONS

EMPLOYEE suggestions will be solicited on forms provided by the DISTRICT. Cash awards for money-saving suggestions may be made by the DISTRICT upon recommendation by the RESPONSIBLE AUTHORITY.

3.10.400: AWARDS FOR EXTRAORDINARY SERVICE

Awards for extraordinary service may be made by the DISTRICT on recommendation of the RESPONSIBLE AUTHORITY. Extraordinary service in the event of emergencies may be given careful consideration. Awards may be given for public recognition and compliments. All EMPLOYEES will be eligible. Awards may be made to individuals or teams. Awards will consist of cash.

3.10.410: OUTSIDE EMPLOYMENT

No EMPLOYEE as defined herein shall be permitted to accept employment outside DISTRICT service if:

1. The outside employment leads to a condition resulting in grounds for discipline under SECTION 3.10.300.

2. The nature of the outside employment is such that it will reflect unfavorably on the EMPLOYEE, or the DISTRICT.
3. The additional duties to be performed are inconsistent, incompatible or in conflict with the duties required by DISTRICT service.
4. Involves the use for private gain or advantage of his or her local agency time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
5. Involves receipt or acceptance by the EMPLOYEE of any money or other consideration from anyone other than his or her local agency for the performance of an act which the EMPLOYEE, if not performing such act, would be required or expected to render in the regular course or hours of his or her local agency employment or as a part of his or her duties as a local agency EMPLOYEE, or
6. Involves the performance of an act in other than his or her capacity as a local agency EMPLOYEE which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other EMPLOYEE or such agency by which he or she is employed, or
7. Involves such time demands as would render performance of his or her duties as a local agency EMPLOYEE less efficient.

EMPLOYEES shall be given notice of any determination of prohibited activities or disciplinary action for engaging in such activities, and EMPLOYEES shall be entitled to use the grievance procedure set forth herein to appeal from any such determination or discipline.

3.10.420: USE OF DISTRICT PROPERTY IN CONNECTION WITH OUTSIDE EMPLOYMENT

No EMPLOYEE shall be permitted to use DISTRICT records, materials, equipment, facilities, or other resources in connection with outside employment, except as such are available to the general public.

3.10.430: TERMINATION DUE TO DISABILITY

An EMPLOYEE who is unable to continue employment with the DISTRICT due to a physical or mental disability, shall be terminated when all sick leave, vacation benefits, disability benefits, available unpaid leaves, and any leaves mandated by law have been exhausted. Additional sick leave or leave of absence may be granted at the discretion of the DISTRICT.

3.10.440: GRIEVANCE PROCEDURE

The following procedure shall be utilized to resolve problems arising out of normal employment activities. The objective of these procedures is to insure a favorable employment atmosphere for efficient accomplishment of DISTRICT operations. Nothing with relation to these procedures shall effect the right of EMPLOYEES conferred under Sections 3500, et. seq. of the Government code. All parties involved in a grievance shall act quickly so the grievance may be solved quickly. Both parties shall complete actions within the time limits prescribed. The time limits may be extended by written consent of both parties.

This grievance procedure shall be used to process and resolve grievances not covered under SECTION 3.10.300.

1. Definitions

- a. A grievance is a complaint of one or a group of EMPLOYEES, against the DISTRICT, involving the interpretation, application, or enforcement of the express terms of this Ordinance.
- b. As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews, and directs the work of an EMPLOYEE.

2. Time Limits and Procedures

- a. 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.
- b. Informal discussion shall in all cases precede initiation of a Formal Grievance.

3. EMPLOYEE Rights.

- a. The EMPLOYEE retains all rights conferred by Sections 3500, et. seq. of the Government Code. An EMPLOYEE may elect to be represented by their own counsel in resolving any grievance.

4. Informal Discussion

- a. The grievance initially shall be discussed with the immediate supervisor. Within five (5) work days, the immediate supervisor shall give his or her decision or response.

- b. If the informal grievance procedure is not initiated within five (5) work days of the event or condition responsible for the grievance, no basis for the grievance shall be determined to have existed.
5. Formal Grievance Procedure.
- a. 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:
 - 1) Ten (10) work days after the event or circumstances occasioning the grievance,
 - or
 - 2) Within four (4) work days of the decision rendered in the informal grievance procedure, whichever is later.
 - b. A formal grievance shall be initiated in writing on a form prescribed by the DISTRICT and shall be filed with the appropriate next level of supervision as the first level of appeal. Within ten (10) work days after the initiation of the formal grievance, the next level supervisor at the first level of appeal shall investigate the grievance, and give a decision in writing to the EMPLOYEE.
 - c. If the EMPLOYEE is not satisfied with the decision rendered, the EMPLOYEE may appeal the decision within ten (10) work days to the GENERAL MANAGER/CEO. The GENERAL MANAGER/CEO shall respond in writing within ten (10) work days to the EMPLOYEE. If the GENERAL MANAGER/CEO determines that it is desirable, he or she shall hold conferences or otherwise investigate the matter.
 - d. If the EMPLOYEE is not satisfied with the decision rendered by the GENERAL MANAGER/CEO, the EMPLOYEE may appeal the GENERAL MANAGER/CEO's decision to the DISTRICT Board of Directors. At the next regularly scheduled Board meeting, the Board shall assign the grievance to a hearing officer, unless both the EMPLOYEE and the Board agree to the grievance being heard by the Board.
 - e. In the event the hearing is to be heard by a hearing officer, the Board shall select the hearing officer from either the Placer County Superior Court Arbitration List or from a list supplied by the Federal Mediation and Conciliation Service. The hearing officer 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, however, individuals who have acted as hearing officers in the past shall remain eligible. 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 based on the merits of the grievance.

- f. If the proposed decision is not adopted by the Board, 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, or may refer the case to the same or another hearing officer. He or she shall prepare a proposed decision as provided in subparagraph d. upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished the EMPLOYEE. The DISTRICT itself shall decide no case provided for in this subparagraph without affording the EMPLOYEE the opportunity to make oral and written argument before the DISTRICT itself. If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.
- g. The 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.

3.10.450: HIRING AND PROMOTION POLICY AND PROCEDURES

1. POLICY:

It is the policy of the DISTRICT to promote and transfer fully qualified personnel to vacant positions. For certain positions, it may be desirable to recruit persons outside the District in addition to current DISTRICT personnel. This option is at the sole discretion of the RESPONSIBLE AUTHORITY.

2. PROCEDURE:

- a. A notice of vacancy shall be posted for at least two (2) weeks prior the final date to accept applications. A complete job description and salary range will be available to all interested applicants.

- b. Applicants to be interviewed shall be selected from the applications received before the final date to accept applications. An interview committee shall be selected by the Department Head, SUPERVISOR, and RESPONSIBLE AUTHORITY. The use of personnel from outside the DISTRICT on the interview committee is encouraged.

Applicants shall be scored at the interview, utilizing a form provided by the DISTRICT, which shall be a confidential document, and not available for review.

- c. The use of tests to determine the suitability of applicants in addition to the interview is also encouraged. Tests may be practical exercises (typing tests), or verbal examinations, or written examination. For some positions, a combination of tests may be appropriate.
- d. After selection, all applicants will be notified within five (5) days. Reason for non-selection will be discussed with unsuccessful applicants, if requested. Interview evaluation forms will not be disclosed.

3.10.460: SERVICE OF NOTICE, PAPER OR OTHER DOCUMENTS, FILING OF CURRENT EMPLOYEE ADDRESS

All EMPLOYEES shall provide the GENERAL MANAGER/CEO with their current home address and telephone number; if any, and shall be responsible to inform the GENERAL MANAGER/CEO of any change of address or telephone number.

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.

Service by mail of the charges in a disciplinary proceeding, the notice of an EMPLOYEES suspension, or any other notice required by this agreement, is 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 it in the United States mail with postage fully prepaid. Service is complete on mailing.

All EMPLOYEES must provide the accounting department with their current mailing address and phone number (if applicable). This requirement is a condition of employment.

3.10.470: PROBATIONARY PERIOD

The service of a probationary period is required when a person enters the employ of the District, or is promoted to a new position in a different job classification.

During the probationary period, the RESPONSIBLE AUTHORITY or his or her designee shall evaluate the work and efficiency of a probationer. The probationary period shall initially be six (6) months long. If an EMPLOYEE is hired within thirty (30) days following termination of their status as a temporary EMPLOYEE, in the same classification and job title last held as a temporary EMPLOYEE, said EMPLOYEE'S time of service as a temporary EMPLOYEE in such classification, up to a maximum of three (3) months, shall be counted as part of the EMPLOYEE'S probationary period.

Any probationer may be rejected by the DISTRICT during the probationary period with or without prior notice and with or without cause, and such probationer shall have no appeal rights as a result of such action.

3.10.480: EMPLOYEES WORKING IN A HIGHER CLASSIFICATION

When an employee is assigned to perform the substantial range of duties in a vacant position in a higher classification and is responsible for the duties of the vacant position in a higher classification for a period of five (5) consecutive days, the EMPLOYEE shall receive work out of classification pay at the pay level of Step 1 of the higher classification effective the first day of such work. Should the salary level of the employee be higher than Step 1 of the higher classification, or should no classification exist, the EMPLOYEE shall receive a 5% pay increase while filling the higher classification.

The RESPONSIBLE AUTHORITY shall approve all assignments for work out of classification pay.

3.10.490: DISTRICT VEHICLE USE

1. AT WORK VEHICLE USE

During normal business hours, DISTRICT vehicles may be used for the following:

- a. DISTRICT business
- b. Lunch to a reasonably close restaurant if in the field at lunch time
- c. DISTRICT vehicles shall not be used for personal use, such as trips to the post office, bank, grocery store, etc. No one will be transported in DISTRICT vehicles except for DISTRICT business and emergencies, or as authorized by the GENERAL MANAGER/CEO.

2. VEHICLE TO AND FROM WORKPLACE, OFF DUTY USE

The following positions may be entitled to take a DISTRICT vehicle home after hours: 1. Duty Supervisor; 2. On-call EMPLOYEES

The persons utilizing DISTRICT vehicles shall be ready to respond to calls for the EMPLOYEE'S service; to be able to be reached by telephone and/or carry a pager; to remain within a specified distance from the DISTRICT, and to refrain from activities that might impair the EMPLOYEE'S ability to perform his or her assigned duties during the standby period, including but not limited to the consumption of any alcoholic beverages in any quantity.

At the discretion of the Department Head, other EMPLOYEES may take vehicles home if a DISTRICT necessity exists. Vehicles taken to and from work will not be used for any purpose except District business.

3. VEHICLE ALLOWANCE

Based on conditions of employment, the following EMPLOYEES may be entitled to use of a DISTRICT vehicle, or be granted a vehicle allowance, at BOARD discretion: General Manager/CEO, ACCOUNTANT/CFO, Public Works Director/Assistant General Manager, and Utility Operations Manager.

3.10.500: DRUG FREE WORKPLACE

It is in the best interest of the EMPLOYEES and the DISTRICT to maintain a workplace where substance abuse and its effects are not present. All should be aware of the adverse effects of substance abuse. Available EMPLOYEE assistance programs and the financial aid provided by the DISTRICT or UNION medical plans are important benefits and an integral element of the DISTRICT effort to insure the most productive workplace.

1. EMPLOYEE FITNESS

- a) EMPLOYEES must be mentally and physically able to perform their duties safely and efficiently, in the interest of their fellow workers and the public, as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on EMPLOYEES during working hours are inconsistent with this objective. While the NORTH TAHOE PUBLIC UTILITY DISTRICT has no intention of intruding into the private lives of its EMPLOYEES, the involvement with drugs and alcohol may adversely affect job performance and EMPLOYEE safety.

- b) It is the DISTRICT'S policy to prohibit the unlawful manufacture, dispensing, possession, or use of a controlled substance at all work locations. It is the DISTRICT'S policy that DISTRICT EMPLOYEES not be under the influence of alcohol on DISTRICT property or work locations when an EMPLOYEE is performing assigned work duties.
 - c) Use of prescribed medications and drugs in accordance with a physician's instructions is not a violation of this policy as long as the medications or drugs do not interfere with the safe and effective performance of duties. Should prescribed medications or drugs adversely effect an EMPLOYEE'S ability to perform job duties adequately and safely, appropriate time off should be taken until the effects of such prescriptions are not significant.
2. Supervisory Actions. Any supervisor who reasonably believes an EMPLOYEE to be under the influence of alcohol or drugs shall report the incident immediately to the GENERAL MANAGER/CEO. The safety of the EMPLOYEE and the public should be considered in that the EMPLOYEE should be required to cease further work that could prove harmful. At the direction of the GENERAL MANAGER/CEO, the EMPLOYEE shall be safely transported from the worksite. The GENERAL MANAGER/CEO may request an alcohol and/or drug analysis. Refusal to submit to such a test may constitute insubordination and may be grounds for discipline up to and including termination.
 3. EMPLOYEE Actions. Any EMPLOYEE who reasonably believes another EMPLOYEE to be under the influence of alcohol or drugs shall report the incident immediately to their supervisor or department head who shall report the incident to the GENERAL MANAGER/CEO immediately. The safety of the EMPLOYEE and the public should be considered in that the EMPLOYEE should be required to cease further work that could prove harmful. The EMPLOYEE should be safely transported from the worksite. The GENERAL MANAGER/CEO may request an alcohol and/or drug analysis. Refusal to submit to such a test may constitute insubordination and may be grounds for discipline up to and including termination.
 4. EMPLOYEE Assistance. The Placer County Division of Drug Program Services and Placer County Division of Alcohol Program Services have established voluntary assistance programs to assist those who seek help for alcohol and drug problems. EMPLOYEES with an identified alcohol or drug problem should voluntarily seek confidential assistance. DISTRICT and UNION medical plans provide for payment for these services.
 5. As a condition of employment, DISTRICT EMPLOYEES are expected to be aware of the terms of this policy and to notify the DISTRICT of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction. Violation of this policy is cause for disciplinary action, up to and including discharge from DISTRICT service.

6. Substance Abuse Testing Policy: Department of Transportation, 49 CFR Part 29, "The Drug-Free Workplace Act of 1988". In compliance with Federal drug and alcohol testing regulations, the DISTRICT must adhere to the Substance Abuse Testing Policy as shown in Article 3.30.

CPI ADJUSTMENT Effective July 4th, 2004 JOB CLASSIFICATION	Formerly 1									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10

BARGAINING UNIT: RECREATION & PARKS, CLERICAL, ENGINEERING & ACCOUNTING

PARK MAINTENANCE SUPT.	2,594.37	2,669.23	2,725.71	2,793.85	2,863.70	2,935.29	3,008.67	3,083.89	3,160.99	3,240.01	3,321.01	3,404.04	3,488.14	3,576.37	3,665.78	3,757.42	3,851.36
REC. PROGRAM SUPT.	2,627.38	2,693.04	2,760.37	2,829.38	2,900.11	2,972.61	3,047.32	3,124.18	3,201.18	3,281.21	3,362.24	3,447.32	3,533.50	3,621.84	3,712.39	3,805.20	3,900.33
PARK & FACILITY SUPERVISOR	2,323.30	2,381.38	2,440.91	2,501.63	2,564.48	2,629.59	2,696.30	2,764.66	2,834.70	2,907.47	2,974.01	3,048.38	3,124.57	3,202.88	3,282.75	3,364.82	3,448.94
RECREATION COORD.	2,094.98	2,116.81	2,169.53	2,223.77	2,279.36	2,336.34	2,394.75	2,454.62	2,515.99	2,578.89	2,643.36	2,708.44	2,771.18	2,846.61	2,917.78	2,990.72	3,065.49
PARK & FACILITY TEC.	2,480.50	2,542.51	2,606.07	2,671.22	2,738.00	2,806.45	2,876.61	2,948.53	3,022.24	3,097.80	3,175.25	3,254.83	3,336.00	3,419.40	3,504.89	3,592.51	3,682.32
PARK & FACILITY MAINT. II	2,143.41	2,197.00	2,251.93	2,308.23	2,365.94	2,425.09	2,485.72	2,547.86	2,611.56	2,676.85	2,743.77	2,812.36	2,882.67	2,954.74	3,028.61	3,104.33	3,181.94
PARK & FACILITY MAINT. I	1,717.96	1,760.91	1,804.83	1,850.05	1,896.30	1,943.71	1,992.30	2,042.11	2,093.16	2,145.49	2,198.13	2,252.11	2,310.46	2,368.22	2,427.43	2,488.12	2,550.32
CONF. CENTER COORD.	2,302.64	2,360.21	2,419.22	2,478.70	2,541.89	2,605.23	2,670.38	2,737.12	2,805.55	2,875.69	2,947.58	3,021.27	3,096.80	3,174.22	3,253.58	3,334.92	3,418.26
ASST. CONF. CENTER COORD.	1,863.32	1,940.65	1,999.17	2,058.90	2,099.87	2,142.12	2,195.67	2,250.56	2,306.82	2,364.49	2,423.60	2,484.19	2,546.28	2,609.95	2,675.20	2,742.06	2,810.63
ADMIN ASST/PERSONNEL SPEC.	2,676.32	2,743.23	2,811.81	2,882.11	2,954.16	3,028.01	3,103.71	3,181.30	3,260.83	3,342.35	3,425.91	3,511.56	3,599.35	3,689.33	3,781.56	3,876.10	3,973.00
HUMAN RESOURCES TECH.	2,420.94	2,481.46	2,545.50	2,607.08	2,672.27	2,739.06	2,807.56	2,877.75	2,949.69	3,023.43	3,099.02	3,176.50	3,255.91	3,337.31	3,420.74	3,506.26	3,593.92
SENIOR SECRETARY	2,279.84	2,336.84	2,395.26	2,455.14	2,516.52	2,579.43	2,643.92	2,710.02	2,777.77	2,847.21	2,918.39	2,991.35	3,066.13	3,142.78	3,221.35	3,301.88	3,384.43
GRANT ADMIN / ADMIN ASST	2,279.84	2,336.84	2,395.26	2,455.14	2,516.52	2,579.43	2,643.92	2,710.02	2,777.77	2,847.21	2,918.39	2,991.35	3,066.13	3,142.78	3,221.35	3,301.88	3,384.43
SECRETARY	1,874.57	1,921.43	1,968.47	2,016.71	2,066.18	2,120.91	2,173.93	2,228.28	2,283.99	2,341.09	2,399.62	2,459.61	2,521.10	2,584.13	2,648.73	2,714.95	2,782.82
UTILITY CLERK	1,874.57	1,921.43	1,968.47	2,016.71	2,066.18	2,120.91	2,173.93	2,228.28	2,283.99	2,341.09	2,399.62	2,459.61	2,521.10	2,584.13	2,648.73	2,714.95	2,782.82
UTILITY CLERK II	1,893.87	1,940.72	1,988.81	2,037.14	2,086.86	2,136.98	2,187.53	2,238.58	2,290.13	2,342.28	2,394.93	2,448.19	2,496.80	2,546.80	2,598.25	2,650.06	2,703.23
SR. CLERK TYPIST	1,765.30	1,823.93	1,875.68	1,922.57	1,970.63	2,019.90	2,070.40	2,122.16	2,175.21	2,229.59	2,285.33	2,342.46	2,401.02	2,461.05	2,522.58	2,585.64	2,650.28
ACCOUNT. TECH II	2,279.84	2,336.84	2,395.26	2,455.14	2,516.52	2,579.43	2,643.92	2,710.02	2,777.77	2,847.21	2,918.39	2,991.35	3,066.13	3,142.78	3,221.35	3,301.88	3,384.43
ACCOUNT. TECH	1,993.87	2,043.72	2,094.81	2,147.18	2,200.86	2,255.88	2,312.28	2,370.09	2,429.34	2,490.07	2,552.32	2,616.13	2,681.53	2,748.57	2,817.28	2,887.71	2,959.90
ACCOUNT CLERK	1,900.67	1,948.19	1,996.89	2,046.81	2,097.98	2,150.43	2,204.19	2,259.29	2,315.77	2,373.66	2,433.00	2,493.83	2,556.18	2,620.08	2,685.58	2,752.72	2,821.54
GENERAL LEDGER ACCOUNTANT	2,918.92	2,991.79	3,066.59	3,143.24	3,221.62	3,302.37	3,384.93	3,469.55	3,556.29	3,645.20	3,736.33	3,829.74	3,925.48	4,023.62	4,124.21	4,227.32	4,333.00
ASSOCIATE CIVIL ENGINEER	4,597.16	4,712.09	4,829.89	4,950.84	5,074.41	5,201.27	5,331.30	5,464.58	5,601.19	5,741.22	5,884.75	6,031.87	6,182.67	6,337.24	6,495.67	6,658.06	6,824.51
ASST. CIVIL ENGINEER	3,591.30	3,681.08	3,773.11	3,867.44	3,964.13	4,063.23	4,164.61	4,268.93	4,375.85	4,485.04	4,597.17	4,712.10	4,829.90	4,950.85	5,074.42	5,201.28	5,331.31
JR. TECHNICIAN	2,734.84	2,803.21	2,873.29	2,945.12	3,018.75	3,094.22	3,171.58	3,250.87	3,332.14	3,415.44	3,500.83	3,588.35	3,678.06	3,770.01	3,864.26	3,960.87	4,059.89
ENGR. TECHNICIAN	2,442.56	2,503.62	2,566.21	2,630.37	2,696.13	2,763.53	2,832.62	2,903.44	2,976.03	3,050.43	3,126.69	3,204.86	3,284.98	3,367.10	3,451.28	3,537.59	3,626.00
SR. ENG. DRAFTER	2,453.91	2,515.28	2,578.14	2,642.59	2,709.65	2,778.37	2,848.78	2,916.92	2,989.84	3,064.59	3,141.20	3,219.73	3,300.22	3,382.73	3,467.30	3,553.98	3,642.63

BARGAINING UNIT: MAINTENANCE & OPERATIONS

MAINT. SUPERVISOR	3,135.78	3,214.17	3,294.52	3,376.88	3,461.30	3,547.63	3,636.53	3,727.44	3,820.63	3,916.15	4,014.05	4,114.40	4,217.26	4,322.69	4,430.76	4,541.53	4,655.07
MAINT. WORKER II	2,594.37	2,659.23	2,725.71	2,793.85	2,863.70	2,935.29	3,008.67	3,083.89	3,160.99	3,240.01	3,321.01	3,404.04	3,488.14	3,576.37	3,665.78	3,757.42	3,851.36
MAINT. WORKER I	2,234.50	2,290.38	2,347.62	2,406.31	2,466.47	2,528.13	2,591.33	2,656.11	2,722.51	2,790.57	2,860.33	2,931.84	3,005.14	3,080.27	3,157.28	3,236.21	3,317.12
APPR. MAINT. WORKER	1,514.19	1,552.04	1,590.84	1,630.61	1,671.38	1,713.16	1,755.99	1,799.89	1,844.96	1,891.01	1,938.29	1,986.75	2,036.42	2,087.33	2,138.51	2,191.00	2,244.73
MAINT. TECH - LEAD (CERT)	3,110.63	3,186.40	3,263.11	3,340.81	3,419.56	3,499.40	3,579.40	3,660.69	3,743.29	3,827.19	3,912.40	3,999.03	4,087.09	4,176.68	4,267.89	4,360.72	4,455.19
MAINT. TECH. II	2,988.67	3,067.14	3,146.42	3,226.56	3,307.59	3,389.59	3,472.64	3,556.84	3,642.19	3,728.74	3,816.59	3,905.74	3,996.20	4,088.07	4,181.36	4,276.09	4,372.26
MAINT. TECH. I	2,558.59	2,633.58	2,709.63	2,786.84	2,865.21	2,944.84	3,025.74	3,107.99	3,191.59	3,276.54	3,362.89	3,450.64	3,539.79	3,630.34	3,722.39	3,815.94	3,911.09
CUST. SERVICE REP.	2,414.45	2,474.81	2,536.68	2,600.10	2,665.10	2,731.73	2,800.02	2,870.02	2,941.77	3,015.31	3,090.69	3,167.96	3,247.16	3,328.34	3,411.55	3,496.84	3,584.26
MAINT. - LEAD (CERT)	2,830.65	3,003.92	3,076.02	3,158.00	3,244.90	3,315.77	3,398.66	3,483.63	3,570.72	3,659.99	3,751.46	3,845.28	3,941.41	4,039.95	4,140.95	4,244.47	4,350.58
EQ. OPERATOR II	2,724.09	2,782.19	2,841.98	2,903.54	2,966.86	3,032.05	3,100.08	3,169.94	3,241.63	3,315.03	3,402.01	3,478.74	3,558.24	3,640.51	3,724.56	3,811.41	3,901.06
EQ. OPERATOR I	2,346.23	2,404.89	2,465.01	2,526.64	2,589.81	2,654.59	2,720.92	2,789.94	2,860.66	2,933.03	3,007.03	3,082.66	3,160.03	3,239.16	3,319.07	3,399.84	3,482.36
EQ. MECHANIC LEAD	2,811.65	2,881.94	2,953.69	3,027.84	3,103.54	3,181.13	3,260.66	3,342.18	3,425.73	3,511.32	3,599.15	3,689.13	3,781.36	3,875.89	3,972.79	4,072.11	4,173.91
EQ. MECHANIC II	2,586.68	2,652.90	2,720.72	2,789.19	2,858.34	2,929.22	2,999.99	3,072.66	3,147.23	3,223.70	3,302.07	3,382.34	3,464.51	3,548.68	3,634.85	3,723.02	3,813.21
EQ. MECHANIC I	2,212.37	2,287.69	2,364.37	2,442.40	2,521.89	2,602.89	2,685.40	2,769.43	2,854.99	2,942.19	3,030.94	3,121.34	3,213.49	3,307.40	3,403.07	3,500.50	3,599.79
OPERATIONS COORDINATOR	2,414.45	2,474.81	2,536.68	2,600.10	2,665.10	2,731.73	2,800.02	2,870.02	2,941.77	3,015.31	3,090.69	3,167.96	3,247.16	3,328.34	3,411.55	3,496.84	3,584.26
OPERATIONS CLERK	1,893.32	1,940.65	1,989.17	2,038.90	2,089.87	2,142.12	2,195.67	2,250.56	2,306.82	2,364.49	2,423.60	2,484.19	2,546.28	2,609.95	2,675.20	2,742.08	2,810.63
EQ. MECHANIC TRAINEE	1,514.19	1,552.04	1,590.84	1,630.61	1,671.38	1,713.16	1,755.99	1,799.89	1,844.96	1,891.01	1,938.29	1,986.75	2,036.42	2,087.33	2,138.51	2,191.00	2,244.73
INSPECTOR	2,702.04	2,769.59	2,838.83	2,909.80	2,982.55	3,057.11	3,133.54	3,211.86	3,292.18	3,374.48	3,458.84	3,545.31	3,633.84	3,724.79	3,817.91	3,913.38	4,011.19

TEMPORARY	\$15.00 Per Hour
ENGINEERING ASST. - PART TIME	\$10.00 Per Hour
SR. CLERK TYPIST - PART TIME REG.	\$12.00 Per Hour
PARK & FACILITY APPRENT.	1,324.98
KOSK ATTEND. - PART TIME TEMP	
BEACH AIDES - PART TIME TEMP	

UNCLASSIFIED	CONTROL POINT		TOP
	ENTRY	POINT	
GENERAL MANAGER	81,200.70	89,523.77	98,899.98
PUBLIC WORKS DIRECTOR/ASST.MGR.	78,017.67	83,909.49	92,399.98
CHIEF FINANCIAL OFFICER	69,274.84	75,461.66	83,196.48
UTILITY OPERATIONS MANAGER	69,999.98	77,174.08	85,095.39
CHIEF ENGINEER	55,000.00	60,837.50	68,852.84
PARKS & FACILITIES MANAGER	48,000.00	52,920.00	55,998.00
CONFERENCE SERVICES DIRECTOR			
CLERK OF THE BOARD			
EXECUTIVE ASSISTANT	40,813.26	44,775.84	49,365.38

NORTH TAHOE PUBLIC UTILITY DISTRICT ORGANIZATIONAL CHART - JAN 2005

BOARD ADOPTED JANUARY 2005

