

SOUTH TAHOE PUBLIC UTILITY DISTRICT
REGULAR BOARD MEETING AGENDA
Thursday, June 17, 2021 - 2:00 p.m.
District Board Room
1275 Meadow Crest Drive, South Lake Tahoe, California

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

Public Participation

In accordance with Executive Order N-29-20, the District Board Room will be closed to members of the public and all public participation will be handled remotely through the GoToWebinar listed below:

South Tahoe Public Utility District Board of Directors Meeting

Please join my meeting from your computer, tablet or smartphone:

Please register for South Tahoe Public Utility District Board Meeting – June 17, 2021 2:00 PM

<https://attendee.gotowebinar.com/register/4885856255421494031>

After registering, you will receive a confirmation email containing information about joining the webinar.

You can also dial in using your phone:

1-866-901-6455

Access Code: 130-893-622

1. **CALL TO ORDER REGULAR MEETING – PLEDGE OF ALLEGIANCE** (At this time, please silence phones and other electronic devices so as not to disrupt the business of the meeting.)
2. **COMMENTS FROM THE AUDIENCE** (This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the District. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted five minutes, and no more than three individuals shall address the same subject.)
3. **CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR** (For purposes of the Brown Act, all Action and Consent items listed give a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.)

4. **ADOPTION OF CONSENT CALENDAR** (Any item can be removed to be discussed and considered separately upon request. Comments and questions from members of the public, staff or Board can be taken when the comment does not necessitate separate action.)
5. **CONSENT ITEMS BROUGHT FORWARD FOR SEPARATE DISCUSSION/ACTION**
6. **ITEMS FOR BOARD ACTION**
 - a. Water and Sewer Capacity Charge Studies
(Paul Hughes, Chief Financial Officer)
Approve the Proposal from HDR Engineering to prepare water and sewer capacity charge studies in an amount not to exceed \$32,625.
 - b. 2020 Urban Water Management Plan and Water Shortage Contingency Plan Adoption
(Chris Stanley, Manager of Field Operations)
(1) Hold a Public Hearing at 2:00 p.m. to receive public comments regarding the District's 2020 Urban Water Management Plan and Water Shortage Contingency Plan update; and, (2) Adopt Resolution No. 3190-21 for approval of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan Adoption.
 - c. 2021-2022 Tank Coating Touchups Project
(Julie Ryan, Engineering Department Manager and Heidi Baugh, Purchasing Agent)
1) Waive minor irregularities in the bid from Top Line Engineers, Inc.; and, 2) Award the 2021-2022 Tank Coating Touchups Project to the apparent lowest responsive, responsible bidder, Top Line Engineers, Inc., in the amount of \$158,300.
 - d. Tahoe Keys Water Supply
(John Thiel, General Manager)
Approve Reimbursement Agreement with Tahoe Keys Property Owners Association.
 - e. Union Memorandum of Understanding effective June 24, 2021
(John Thiel, General Manager, Paul Hughes, Chief Financial Officer and Liz Kauffman, Human Resources Director)
Approve Union Memorandum of Understanding for the term of June 24, 2021, through June 19, 2024.
 - f. Management Staff Memorandum of Understanding effective June 24, 2021
(John Thiel, General Manager, Paul Hughes, Chief Financial Officer and Liz Kauffman, Human Resources Director)
Approve Management Memorandum of Understanding for the term of June 24, 2021, through June 19, 2024.
 - g. Approve Payment of Claims (Debbie Henderson, Accounting Manager)
Approve Payment of Claims in the amount of \$987,369.20.
7. **STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS** (Discussions may take place; however, no action will be taken.)
8. **BOARD MEMBER REPORTS** (Discussions may take place; however, no action will be taken.)
9. **EL DORADO WATER AGENCY PURVEYOR REPORT**

10. **GENERAL MANAGER REPORT** (Discussion may take place; however, no action will be taken.)
- a. Staffing Update
 - b. COVID-19
 - c. Fire Hydrants
 - d. Solar Project

11. **STAFF/ATTORNEY REPORTS** (Discussions may take place; however, no action will be taken.)

12. **NOTICE OF PAST AND FUTURE MEETINGS/EVENTS**

Past Meetings/Events

06/07/2021 – 4:00 p.m. Ad-Hoc Solar Committee Meeting at the District

06/09/2021 – 10:00 a.m. El Dorado Water Agency Meeting in Placerville

06/14/2021 – 3:30 p.m. Operations Committee Meeting at the District

06/16/2021 – 8:00 a.m. Employee Communications Committee Meeting (Peterson Representing)

Future Meetings/Events

06/29/2021 – 3:30 p.m. System Efficiency and Sustainability Committee Meeting at the District

07/01/2021 – 2:00 p.m. Regular Board Meeting at the District

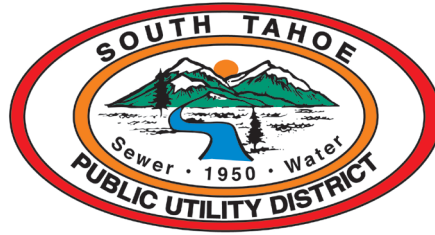
ADJOURNMENT (The next Regular Board Meeting is Thursday, July 1, 2021, at 2:00 p.m.)

The South Tahoe Public Utility District Board of Directors regularly meets the first and third Thursday of each month. A complete Agenda packet is available for review at the meeting and at the District office during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A recording of the meeting is retained for 30 days after Minutes of the meeting have been approved. Items on the Agenda are numbered for identification purposes only and will not necessarily be considered in the order in which they appear. Designated times are for particular items only. Public Hearings will not be called to order prior to the time specified, but may occur slightly later than the specified time.

Public participation is encouraged. Public comments on items appearing on the Agenda will be taken at the same time the Agenda items are heard; comments should be brief and directed to the specifics of the item being considered. Please provide the Clerk of the Board with a copy of all written materials presented at the meeting. Comments on items not on the Agenda can be heard during "Comments from the Audience;" however, action cannot be taken on items not on the Agenda.

Backup materials relating to an open session item on this Agenda, which are not included with the Board packet, will be made available for public inspection at the same time they are distributed or made available to the Board, and can be viewed at the District office, at the Board meeting and upon request to the Clerk of the Board.

The meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the District's public meetings. If particular accommodations are needed, please contact the Clerk of the Board at (530) 544-6474, extension 6203. All inquiries must be made at least 48 hours in advance of the meeting.



SOUTH TAHOE PUBLIC UTILITY DISTRICT
CONSENT CALENDAR
Thursday, June 17, 2021

ITEMS FOR CONSENT

a. ANNUAL ADOPTION OF STATEMENT OF INVESTMENT POLICY

(Debbie Henderson, Accounting Manager)

Adopt Resolution No. 3175-21, (supersedes Resolution No. 3144-20) adopting the District's Investment Policy.

b. SEWER ENTERPRISE 2021/22 APPROPRIATIONS SUBJECT TO LIMITATION

(Debbie Henderson, Accounting Manager)

Adopt Resolution No. 3176 -21 setting the limitation on Appropriations for Fiscal Year 2021/22.

c. CORRECTIONS TO TEN CALPERS REQUIRED PAY LISTINGS BY POSITION

(Debbie Henderson, Accounting Manager)

Adopt Resolution No's 3177-21 through 3186-21 as listed below which correct Pay Listing by Positions back to June 27, 2019.

d. WATERLINE UPGRADES AND IMPROVEMENT PROJECT

(Lynn Nolan, Grants Coordinator)

Adopt Resolution No's 3187-21, 3188-21 and 3189-21 to submit an application for the Waterline Upgrades and Improvement Project Construction Loan from the State Water Resources Control Board Drinking Water State Revolving Loan Fund.

e. AERATION BLOWER SYSTEM EMERGENCY POWER AND SECONDARY CLARIFIES NO'S. 1 AND 2 PROJECT

(Brent Goligoski, Associate Engineer)

Authorize staff to file a California Environmental Quality Act Notice of Exemption with the El Dorado County Clerk and State Clearinghouse.

f. WASTEWATER TREATMENT PLANT AND FIELD STATIONS CONDITION ASSESSMENT

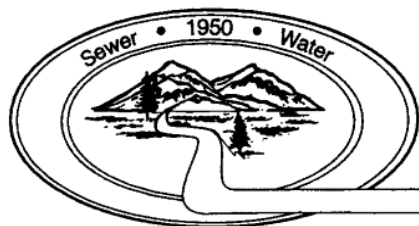
(Julie Ryan, Engineering Department Manager)

(1) Approve the proposed Scope of Work from Water Systems Consultants to perform the Wastewater Treatment Plant and Field Stations Condition Assessment; and, (2) Authorize the General Manager to execute Task Order No. 1A in the amount \$85,326.

g. REGULAR BOARD MEETING MINUTES: June 3, 2021

(Melonie Guttry, Executive Services Manager/Clerk of the Board)

Approve June 3, 2021, Minutes.



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4a

TO: Board of Directors

FROM: Debbie Henderson, Accounting Manager

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Annual Adoption of Statement of Investment Policy

REQUESTED BOARD ACTION: Adopt Resolution No. 3175-21, (supersedes Resolution No. 3144-20) adopting the District's Investment Policy.

DISCUSSION: The current Investment Policy was adopted June 18, 2020. The policy requires annual review and adoption by the Board of Directors. The District Investment Advisor, PFM Asset Management LLC, has conducted a review of the policy and has recommended changes as outlined in the attached PFM Memorandum.

SCHEDULE: Adopt Resolution No. 3175-21 June 17, 2021

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3175-21, PFM Memorandum, and Statement of Investment Policy Redline

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO



April 5, 2021

Memorandum

To: Paul Hughes, Chief Financial Officer
Debbie Henderson, Accounting Manager
South Tahoe Public Utility District

From: Sarah Meacham, Managing Director
Allison Kaune, Senior Analyst
PFM Asset Management LLC (PFM)

Re: Annual Investment Policy Review

We have completed our annual review of South Tahoe Public Utility District's (the "District") Investment Policy (the "Policy"). The Policy is in compliance with the sections of the California Government Code (the "Code") that govern the investment of public funds. This year, our proposed changes to the Policy reflect recent Code changes resulting from the passage of Senate Bill 998.

Information on Senate Bill 998, and the resulting Code changes, and our Policy recommendations are described below. We have also included a marked-up version of the Policy with our proposed modifications.

Senate Bill 998 - Overview

Senate Bill 998 ("SB 998"), which took effect on January 1, 2021, and shall be in effect until January 1, 2026, made a number of amendments to certain sections of the Code which govern the investment of public funds. The bill was written in response to the potential impact COVID-19 may have on the California economy and the investment opportunities of California local agencies. Changes resulting from SB 998 include the following,

1. Allowing investment in securities issued or backed by the U.S. government that could result in zero or negative interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates;
2. Deleting the commercial paper language regarding the issuing corporation's outstanding paper;
3. Establishing a 10% issuer limit on commercial paper and corporate notes for all agencies, other than a county or a city and county;
4. Allowing local agencies that have more than \$100 million of investment assets under management to invest up to 40% in commercial paper (existing limit is 25% for all agencies, other than a county or a city and county); and
5. Adding permission for federally recognized Indian tribes to invest and participate in investment JPAs.



Senate Bill 998 – Analysis & Recommendation

Our analysis and recommendations for the District's Policy with respect to each bullet are described below:

1. We recommend that the District amend the prohibited investments language under *Section IX* of its Policy to reflect the fact that public agencies are now permitted to invest in zero- or negative-interest accrual securities, under certain circumstances, and provided that the securities are issued by, or backed by, the United States government. While we do not view that investment in such security types is likely, we do recommend that the District allow these types of investments in order to better align with Code and to provide maximum prudent investment flexibility.
2. With regard to bullet 2, we recommend that the District strike the Policy language related to the District's holdings of the outstanding commercial paper of a single issuer to be consistent with Code (*Section VIII, subsection H*).
3. With regard to bullet 3, in *Section XI*, the District's Policy currently includes a 10% issuer limit across all credit-sensitive security types. However, we recommend adding the language "regardless of sector" to the section to make it clear the issuer limit applies to an issuer regardless of its sector type.
4. With regard to bullet 4, we are not recommending any changes to the District's Policy as the District's assets under management are less than \$100 million.
5. The change described in bullet 5 does not impact the District's Policy.

Please feel free to contact us at your convenience should you have any questions or if you'd like to discuss the review further.

SOUTH TAHOE PUBLIC UTILITY DISTRICT STATEMENT OF INVESTMENT POLICY

I Statement of Intent

This statement of investment policy is adopted to establish an overall policy and procedures for the management and investment South Tahoe Public Utility District's funds available for investment. This policy is effective as of its adoption by the Board of Directors. It will be reviewed by the Board and readopted at least once each year.

II Scope of Policy

This policy covers all funds and investment activities under the direct authority of the District. It does not cover funds related to funds held in a trust for retiree pension or medical benefits or District borrowing. The investments for debt issues are controlled by documents related to each debt issue.

III Objectives

The investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The District's primary investment objectives, in order of priority, shall be:

A Safety

Safety of principal is the foremost objective of the District. Investments shall be made in a manner that first seeks to ensure the preservation of capital in the overall portfolio. And, second seeks to minimize capital losses, whether they be from securities defaults or erosion of market value.

B Liquidity

The investment portfolio shall be structured to provide sufficient liquidity to enable the District to meet its cash flow requirements. An adequate percentage of the portfolio should be maintained in liquid short-term securities, which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or retail markets are highly recommended. Emphasis is on marketable securities with low sensitivity to market risk.

C Yield

The investment program shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow considerations. Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

IV Prudence

The District adheres to the guidance provided by the "prudent investor rule," which states that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence

under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

V Delegation of Authority

The Board of Directors has delegated management responsibility for the investment program to the Chief Financial Officer, who is designated as the Investment Officer of the District. This delegation is for a one-year period. Subject to review, the Board may renew the delegation of authority each year. In the Chief Financial Officer's absence, the Accounting Manager shall act as the Investment Officer. The Chief Financial Officer shall develop and maintain administrative procedures for the operation of the investment program, consistent with this investment policy.

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

VI Internal Controls

The Chief Financial Officer shall establish a system of internal controls, which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent loss of public funds arising from fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Controls deemed most important include: minimization of opportunities for collusion, separation of duties, separating transaction authority from accounting and record keeping, custodial safekeeping, avoidance of bearer-form securities, specific limitation regarding securities losses and remedial actions, written confirmation of all transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and proper review and approval of brokerage accounts and investment transactions.

VII Reporting

The Investment Officer, or her designee, shall submit a monthly investment report to the Board of Directors. The monthly reports shall include all investments held by the District, and/or under the management of any outside party and shall include: a list of security transactions; the type of investment; issuer; date of maturity; par and dollar amount invested on all securities; current market value on all securities (including the source of this valuation); a statement that the portfolio is in compliance with this Policy or the manner in which it is not in compliance; and, a statement that the District has the ability to meet its expenditure requirements for the next 6 months or an explanation as to why sufficient money may not be available.

VIII Permitted Investments

Sections 53600 et. seq. of the California Government Code provide basic investment limits and guidelines for government entities. Within the investments permitted by the Government Code, the District seeks to further restrict eligible investments as provided below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters shall take precedence. The Investment Officer shall invest District moneys as directed by this Policy and only in the investments specifically authorized in this section. Where this Policy specifies a percentage limitation for a particular security type or issuer, that percentage is applicable at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased.

A U.S. Treasury Instruments

United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the full faith and credit of the United States is pledged for payment of principal and interest.

B Federal Agency and Instrumentality Securities

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

The District should target a maximum allocation of 25% to callable Federal agency securities.

C State of California Municipal Obligations

Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. Eligible investments shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent, or better by one or more nationally recognized statistical-rating organization (NRSRO).

D Other 49 States Municipal Obligations

Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California. Eligible investments shall be rated in a rating category of "A" for long-term, "A-1" for short-term, their equivalent, or better by at least one NRSRO.

E California Local Agency Municipal Obligations

Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. Eligible

investments shall be rated in a rating category of “A” for long-term, “A-1” for short-term, their equivalent, or better by at least one NRSRO.

F U.S. Corporate Debt

Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investments shall be rated in a rating category of “A” or the equivalent or better by at least one NRSRO. A maximum of 30% of the District’s portfolio may be invested in this category.

G Negotiable Certificates of Deposit

Negotiable certificates of deposit (CDs) issued by a nationally or state-chartered bank or a state or federal association or by a federally- or state-licensed branch of a foreign bank. Eligible investments shall be rated in a rating category of “A” for long-term, “A-1” for short-term, their equivalent, or better by at least one NRSRO. A maximum of 30% of the District’s portfolio may be invested in this category.

H Commercial Paper

Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (i) Is organized and operating within the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or higher, or the equivalent, by a NRSRO.

(2) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated “A-1” or higher, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum of 270 days or less ~~and not represent more than 10% of the outstanding paper of an issuing corporation.~~ A maximum of 25% of the District’s portfolio may be invested in this category.

I Bank Deposits

FDIC insured or fully collateralized demand deposit accounts, savings accounts, market rate accounts, time certificates of deposits in state or national banks located in California. As required by Government Code §53649, the District shall have a signed contract with each financial institution with the District’s funds on deposit. Any financial institution accepting the District’s funds

for deposit must comply with the requirements of Government Code §53630 et seq., including collateralization of deposits. The District may waive the collateralization requirements for any portion of the deposit that is covered by Federal deposit insurance. To be eligible to receive District deposits, the financial institution must have received a minimum overall rating “satisfactory” in its most recent evaluation of its record of meeting the credit needs of California communities, as required by Government Code §53635 et. seq. A maximum of 20% of the District’s portfolio may be invested in time certificates of deposit.

J Bankers’ Acceptances

Bankers’ acceptances which are otherwise known as bills of exchange or time drafts that are drawn on and accepted by a domestic commercial bank. Purchases are limited to issuers whose short-term debt is rated at least A-1/P-1. Bankers’ acceptances cannot exceed a maturity of 180 days. A maximum of 40% of the District’s portfolio may be invested in this category.

K State of California’s Local Agency Investment Fund (LAIF)

If the District has funds invested in LAIF, the District shall maintain on file LAIF’s current investment policy and its requirements for participation, including limitations on deposits and withdrawals. In addition, the District’s shall review annually investment policies of LAIF to ascertain that its funds are invested in accordance with the District’s investment objectives. Furthermore, the District shall review the provisions of these investment policies requiring internal controls on the investment process to ascertain that there is a division of responsibility in the investment procedures.

L California Asset Management Trust

A California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California. CAMP must be rated “AAAm” to be eligible for investment of District funds.

M Money Market Funds

Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 and following). The company shall have met either of the following criteria: (a) attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations and (b) retained an investment adviser registered or exempt from registration with the SEC with not less than five (5) years’ experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). A maximum of 20% of the District’s portfolio may be invested in this category.

N El Dorado County Pool

The District shall review at least annually the El Dorado County investment pool to ascertain that its funds in these pools are invested in accordance with the District’s investment objectives. The District shall also review the

provisions of these investment policies requiring internal controls on the investment process to ascertain that there is a division of responsibility in the investment procedures.

O Supranationals

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA", its equivalent, or better by at least one NRSRO. Purchases of supranationals shall not exceed 30% of the investment portfolio of the District.

P Asset –Backed Securities

Mortgage passthrough securities, collateralized mortgage obligations, mortgage-backed or other pay-through bonds, equipment lease-backed certificates, consumer receivable passthrough certificates, or consumer receivable-backed bonds of a maximum remaining maturity of five years' or less. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by at least one NRSRO. Purchase of securities authorized by this subdivision may not exceed 20% of the District's total portfolio.

IX Prohibited Investments:

Investments by the District in securities permitted by the California Government Code, but not specifically approved by this investment policy are prohibited without the prior approval of the Board. The District is prohibited from buying on margin or from speculative buying. Furthermore, the District is prohibited from investing in equity-linked securities or from entering into financial futures contracts, options, or swaps. However, the District may purchase U.S. government securities which are discount or securities bearing interest.

In accordance with California Government Code §53601.6, the District shall not invest in inverse floaters, range notes, mortgage derived interest-only strips, or any security that could result in zero interest accrual if held to maturity.

Notwithstanding the prohibition in the preceding paragraph, the District may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The District may hold these instruments until their maturity dates. Purchase of this investment type shall be allowed only until January 1, 2026, and as of that date is repealed.

X Term of Investments

The term of any investment may not exceed five years without express authority from Board of Directors received at least 90 days preceding the investment purchase.

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XI Diversification

The investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. The portfolio shall also be diversified with respect to the term of individual investments purchased by the District. In addition to the percentage limitations specified in Section VIII Permitted Investments, the maximum amount of the portfolio the District may invest with any one issuer, regardless of sector, is 10%, excluding U.S. Treasuries, Federal Agencies, and pooled investments.

XII Credit Rating Changes

In the event a security held by the District is subject to a rating change that brings it below the minimum credit ratings specified in this Policy, the Investment Officer should disclose such information in the monthly investment report.

XIII Safekeeping

All cash and securities in the District's portfolio, including those that are being managed by the Investment Officer, shall be held in safekeeping in the District's name by a third party bank trust department, acting as agent for the District under the terms of a custody agreement executed by the bank and the District.

All securities will be received and delivered using standard delivery versus payment (DVP) procedures, the District's safekeeping agent will only release payment for a security after the security has been properly delivered. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; and, (ii) money market mutual funds, since the purchased securities are not deliverable.

XIV Securities Dealers

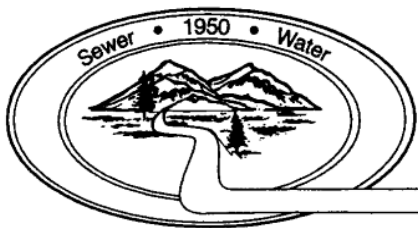
The District has authorized the Investment Advisor to use broker/dealers, which the Investment Advisor has selected in accordance with its written selection policy. The Investment Officer may also use broker/dealers meeting credit worthiness standards established by the Investment Officer.

XV Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Such employees and investment officials shall disclose to the District Board and the General Manager any material financial interests in financial institutions that conduct business within the District, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the District's portfolio.

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
Dave Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

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BOARD AGENDA ITEM 4b

TO: Board of Directors
FROM: Debbie Henderson, Accounting Manager
MEETING DATE: June 17, 2021
ITEM – PROJECT NAME: Sewer Enterprise 2021/22 Appropriations Subject to Limitation

REQUESTED BOARD ACTION: Adopt Resolution No. 3176 -21 setting the limitation on Appropriations for Fiscal Year 2021/22.

DISCUSSION: This is the District's annual Resolution called for by Constitutional Amendment XIII B. The limitation on Appropriations for Fiscal Year 2021/22 is \$90,064,481. The Sewer Enterprise Fund Budget for Fiscal Year 2021/22 appropriates \$32,711,025. As such, the District is \$57,353,456 below the state mandated spending limit.

SCHEDULE: Adopt Resolution June 17, 2021

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3176-21 and a calculation of the permitted appropriation growth rate.

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PDH* NO

1 **RESOLUTION NO. 3176-21**

2 **A RESOLUTION BY THE BOARD OF DIRECTORS**
3 **OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT**

4 **ADOPTING THE SEWER ENTERPRISE FUND APPROPRIATIONS SUBJECT**
5 **TO LIMITATION AND PROCEEDS OF TAXES FOR FISCAL YEAR 2021/22**

6
7 **WHEREAS**, the people of the State of California have elected to approve
8 Constitutional Amendment XIII B, and the Legislature of the State of California has voted
9 to adopt Senate Bill No. 1352, which implements Constitutional Amendment XIII B, setting
10 the method of computing annual appropriations subject to limitation of local non-
11 residential construction and population; and,

12 **WHEREAS**, the Directors selected the change in per capital personal income;
13 and,

14 **WHEREAS**, such legislation sets the base year for this computation as Fiscal Year
15 1978/79; and,

16 **WHEREAS**, such legislation required documentation setting such appropriation
17 limitations shall be available to the public fifteen days prior to the adoption of this
18 Resolution; and,

19 **WHEREAS**, on June 3, 2021, such documentation was made public:

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the South
21 Tahoe Public Utility District does find and declare that the appropriations subject to
22 limitation for Fiscal Year 2021/22 are \$32,711,025; and that for Fiscal Year 2021/22, the
23 proceeds of taxes as defined in the enabling statutes are: \$8,523,800; and that the
24 increase in proceeds of taxes over the appropriations subject to limitations is: \$-0.

25 **WE, THE UNDERSIGNED**, do hereby certify that the above and foregoing
26 Resolution No. 3176-20 was duly and regularly adopted and passed by the Board of
27 Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th
28 day of June 2021, by the following vote:

29 AYES:

30 NOES:

ABSENT:

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Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

Resolution No. 3176-21
Page 2
June 17, 2021

SOUTH TAHOE PUBLIC UTILITY DISTRICT

Permitted Growth Rate in Appropriations for 2021-22

Appropriation Limitation 2021-22 \$84,377,441

Increase In CA Per Capita Personal Income

$$\frac{5.73 + 100}{100} = 1.0573$$

Increase In Population
El Dorado County

$$\frac{.96 + 100}{100} = 1.0096$$

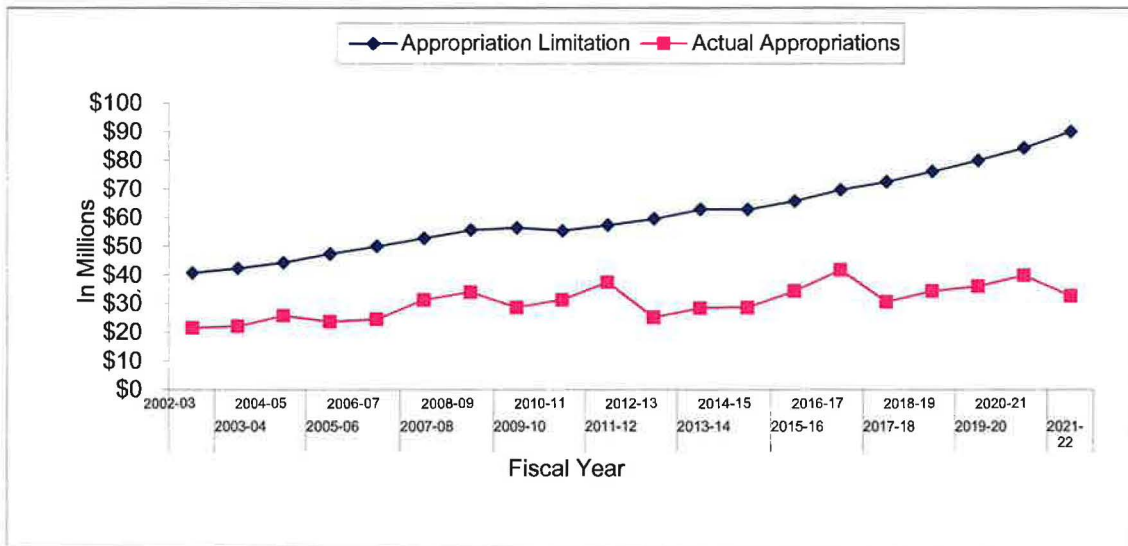
Change Ratio 1.0573×1.0096 x 1.0674

Appropriations Limitation for 2021-22 \$90,064,481

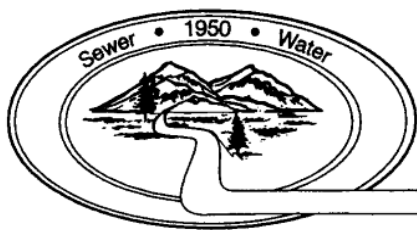
Actual Appropriations 2021-22 \$32,711,025

Limitation Exceeding Actual Appropriations 2021-22 \$57,353,456

Historical Appropriations Limitations & Proceeds Of Taxes



2021-22 Actual Appropriations:	
Cash Expenditures	\$32,711,025
Depreciation	<u>\$5,240,490</u>
Total Expenditures	\$37,951,515



South Tahoe Public Utility District

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 4c

TO: Board of Directors

FROM: Debbie Henderson, Accounting Manager

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Corrections to Ten CalPERS Required Pay Listings by Position

REQUESTED BOARD ACTION: Adopt Resolution No's 3177-21 through 3186-21 as listed below which correct Pay Listing by Positions back to June 27, 2019.

DISCUSSION: California Public Employees' Retirement System (CalPERS) requires each revision of a combined salary schedule listing all positions at the District be formally adopted by the Board of Directors. The listing must be retained by the District and must be available for public inspection for not less than five years. These revisions address an error found in the calculation of the Grants Coordinator salary.

Resolution corrections as follows:

- Resolution No. 3177-21 supersedes Resolution No. 3115-19 - Effective June 27, 2019
- Resolution No. 3178-21 supersedes Resolution No. 3130-19 - Effective August 23, 2019
- Resolution No. 3179-21 supersedes Resolution No. 3133-19 - Effective November 4, 2019
- Resolution No. 3180-21 supersedes Resolution No. 3134-19 - Effective January 1, 2020
- Resolution No. 3181-21 supersedes Resolution No. 3135-20 - Effective January 16, 2020
- Resolution No. 3182-21 supersedes Resolution No. 3148-20 - Effective June 25, 2020
- Resolution No. 3183-21 supersedes Resolution No. 3155-20 - Effective October 1, 2020
- Resolution No. 3184-21 supersedes Resolution No. 3156-20 - Effective November 12, 2020
- Resolution No. 3185-21 supersedes Resolution No. 3160-21 - Effective December 24, 2020
- Resolution No. 3186-21 supersedes Resolution No. 3161-21 - Effective January 1, 2021

SCHEDULE: Re-post most recent corrected Pay Listing effective January 1, 2021, corrected June 17, 2021 on website after approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Corrected Pay Listings for: June 27, 2019; August 23, 2019; November 4, 2019; January 1, 2020; January 16, 2020; June 25, 2020; October 1, 2020; November 12, 2020; December 24, 2020; January 1, 2021

CONCURRENCE WITH REQUESTED ACTION: CATEGORY: Sewer/Water

GENERAL MANAGER:

YES

[Signature]

NO

CHIEF FINANCIAL OFFICER:

YES

[Signature]

NO

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 27, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 88,769	\$ 113,294
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT COORDINATOR	\$ 85,233	\$ 108,782
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 27, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME PERMANENT I	\$ 11,988	\$ 15,300
PART TIME PERMANENT II	\$ 16,670	\$ 21,276
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 16,670	\$ 21,276
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310
STAFF ENGINEER I	\$ 69,860	\$ 89,161
STAFF ENGINEER II	\$ 80,372	\$ 102,578

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 27, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STUDENT HELPER	\$ 11,988	\$ 15,300
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR WATER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 83,431	\$ 106,481
UTILITY PERSON I	\$ 41,928	\$ 53,512
UTILITY PERSON II	\$ 49,876	\$ 63,656
VEHICLE/HVY EQUIP MECH I	\$ 53,785	\$ 68,645
VEHICLE/HVY EQUIP MECH II	\$ 63,325	\$ 80,820
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 83,431	\$ 106,481
WATER CONSERVATION SPECIALIST	\$ 64,388	\$ 82,177
WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

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RESOLUTION NO. 3178-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF AUGUST 23, 2019, SUPERSEDES RESOLUTION NO. 3130-19**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District Corrected Pay Listing by Position for the effective dates of August 23, 2019, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of August 23, 2019.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE
EFFECTIVE AUGUST 23, 2019**

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 88,769	\$ 113,294
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT ASSISTANT	\$ 60,581	\$ 77,318
GRANT COORDINATOR	\$ 85,233	\$ 108,782
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE AUGUST 23, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME PERMANENT I	\$ 11,988	\$ 15,300
PART TIME PERMANENT II	\$ 16,670	\$ 21,276
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 16,670	\$ 21,276
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310
STAFF ENGINEER I	\$ 69,860	\$ 89,161

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE
EFFECTIVE AUGUST 23, 2019**

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STAFF ENGINEER II	\$ 80,372	\$ 102,578
STUDENT HELPER	\$ 11,988	\$ 15,300
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
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UTILITY PERSON I	\$ 41,928	\$ 53,512
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WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 4, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 88,769	\$ 113,294
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT ASSISTANT	\$ 60,581	\$ 77,318
GRANT COORDINATOR	\$ 85,233	\$ 108,782
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 4, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 11,988	\$ 15,300
PART TIME PERMANENT II	\$ 16,670	\$ 21,276
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 16,670	\$ 21,276
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 4, 2019

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STAFF ENGINEER I	\$ 69,860	\$ 89,161
STAFF ENGINEER II	\$ 80,372	\$ 102,578
STUDENT HELPER	\$ 11,988	\$ 15,300
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR WATER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 83,431	\$ 106,481
UTILITY PERSON I	\$ 41,928	\$ 53,512
UTILITY PERSON II	\$ 49,876	\$ 63,656
VEHICLE/HVY EQUIP MECH I	\$ 53,785	\$ 68,645
VEHICLE/HVY EQUIP MECH II	\$ 63,325	\$ 80,820
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 83,431	\$ 106,481
WATER CONSERVATION SPECIALIST	\$ 64,388	\$ 82,177
WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 88,769	\$ 113,294
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT ASSISTANT	\$ 60,581	\$ 77,318
GRANT COORDINATOR	\$ 85,233	\$ 108,782
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STAFF ENGINEER I	\$ 69,860	\$ 89,161
STAFF ENGINEER II	\$ 80,372	\$ 102,578
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR WATER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 83,431	\$ 106,481
UTILITY PERSON I	\$ 41,928	\$ 53,512
UTILITY PERSON II	\$ 49,876	\$ 63,656
VEHICLE/HVY EQUIP MECH I	\$ 53,785	\$ 68,645
VEHICLE/HVY EQUIP MECH II	\$ 63,325	\$ 80,820
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 83,431	\$ 106,481
WATER CONSERVATION SPECIALIST	\$ 64,388	\$ 82,177
WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

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RESOLUTION NO. 3181-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF JANUARY 16, 2020, SUPERSEDES RESOLUTION NO. 3135-20**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective dates of January 16, 2020, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of January 16, 2020.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttery, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 16, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 45,969	\$ 58,670
ACCOUNT CLERK II	\$ 51,276	\$ 65,443
ACCOUNTING MANAGER	\$ 105,474	\$ 134,615
ACCOUNTING SUPERVISOR	\$ 73,625	\$ 93,966
ACCOUNTING TECH I	\$ 55,074	\$ 70,289
ACCT TECH II/GRANT ASST	\$ 60,581	\$ 77,318
ADMINISTRATIVE ASST	\$ 53,776	\$ 68,633
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 53,776	\$ 68,633
ASSET MANAGEMENT ANALYST I	\$ 60,879	\$ 77,699
ASSET MANAGEMENT ANALYST II	\$ 81,584	\$ 104,124
ASSOCIATE ENGINEER	\$ 94,556	\$ 120,680
ASST GENERAL MANAGER	\$ 166,162	\$ 212,069
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 144,378	\$ 184,266
CHIEF PLANT OPERATOR	\$ 95,409	\$ 121,769
CONTRACT ADMINISTRATOR	\$ 57,814	\$ 73,787
CUSTOMER SERVICE MANAGER	\$ 104,150	\$ 132,925
CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
CUSTOMER SERVICE SPECIALIST	\$ 57,493	\$ 73,377
CUSTOMER SERVICE SUPERVISOR	\$ 73,625	\$ 93,966
ELECTRICAL/INSTR SUPERVISOR	\$ 92,890	\$ 118,554
ELECTRICAL/INSTR TECH I	\$ 65,179	\$ 83,187
ELECTRICAL/INSTR TECH II	\$ 76,021	\$ 97,024
ENG/CAD/GIS SPECIALIST I	\$ 60,879	\$ 77,699
ENG/CAD/GIS SPECIALIST II	\$ 81,584	\$ 104,124
ENGINEERING DEPT MANAGER	\$ 144,967	\$ 185,019
ENGINEERING TECH I	\$ 69,868	\$ 89,171
ENGINEERING TECH II	\$ 80,372	\$ 102,578
EXECUTIVE SERVICES MANAGER	\$ 95,557	\$ 121,958
GENERAL MANAGER	\$ 185,410	\$ 236,635
GRANT ASSISTANT	\$ 60,581	\$ 77,318
GRANT COORDINATOR	\$ 85,233	\$ 108,782
HR ANALYST	\$ 68,208	\$ 87,052
HR COORDINATOR	\$ 53,776	\$ 68,633
HUMAN RESOURCES DIRECTOR	\$ 113,237	\$ 144,523
HYDROGEOLOGIST	\$ 108,691	\$ 138,720
INFO TECHNOLOGY MANAGER	\$ 111,102	\$ 141,798

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 16, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 79,616	\$ 101,612
INSPECTOR I	\$ 55,968	\$ 71,431
INSPECTOR II	\$ 65,963	\$ 84,188
IT SYSTEMS SPECIALIST I	\$ 59,109	\$ 75,439
IT SYSTEMS SPECIALIST II	\$ 69,303	\$ 88,451
LAB ASST	\$ 49,631	\$ 63,343
LAB DIRECTOR	\$ 101,172	\$ 129,124
LAB TECH I	\$ 61,845	\$ 78,932
LAB TECH II	\$ 72,688	\$ 92,770
LT CUSTOMER SERVICE REP I	\$ 45,697	\$ 58,323
LT CUSTOMER SERVICE REP II	\$ 50,973	\$ 65,056
LT METER SERVICE TECH	\$ 55,968	\$ 71,431
LT STAFF ENGINEER I	\$ 69,860	\$ 89,161
LT WATER METER INSTALL COORD	\$ 59,388	\$ 75,795
MAINT MECHANIC I	\$ 53,785	\$ 68,645
MAINT MECHANIC II	\$ 63,325	\$ 80,820
MAINTENANCE SUPERVISOR	\$ 90,227	\$ 115,154
MANAGER OF FIELD OPERATIONS	\$ 120,693	\$ 154,038
MANAGER OF PLANT OPERATIONS	\$ 120,172	\$ 153,373
NETWORK/TEL SYS ADMIN I	\$ 78,232	\$ 99,846
NETWORK/TEL SYS ADMIN II	\$ 83,933	\$ 107,122
OPERATIONS SUPERVISOR	\$ 79,669	\$ 101,681
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 54,452	\$ 69,496
PLANT OPERATOR III	\$ 68,829	\$ 87,845
PRINCIPAL ENGINEER	\$ 125,700	\$ 160,429
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 96,807	\$ 123,553
PUMP STATION LEAD	\$ 74,677	\$ 95,309
PUMP STATION OPERATOR I	\$ 53,515	\$ 68,300
PUMP STATION OPERATOR II	\$ 65,496	\$ 83,591
PUMP STATION SUPERVISOR	\$ 88,769	\$ 113,294
PURCHASING AGENT	\$ 95,557	\$ 121,958
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 57,493	\$ 73,377
SENIOR ENGINEER	\$ 108,691	\$ 138,720
SHIPPING AND RECEIVING CLERK	\$ 53,523	\$ 68,310

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE**

EFFECTIVE JANUARY 16, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STAFF ENGINEER I	\$ 69,860	\$ 89,161
STAFF ENGINEER II	\$ 80,372	\$ 102,578
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR SEWER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR SEWER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 83,431	\$ 106,481
UNDERGROUND REPAIR WATER I	\$ 46,094	\$ 58,829
UNDERGROUND REPAIR WATER II	\$ 56,937	\$ 72,668
UNDERGROUND REPAIR WATER LEAD	\$ 65,119	\$ 83,110
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 83,431	\$ 106,481
UTILITY PERSON I	\$ 41,928	\$ 53,512
UTILITY PERSON II	\$ 49,876	\$ 63,656
VEHICLE/HVY EQUIP MECH I	\$ 53,785	\$ 68,645
VEHICLE/HVY EQUIP MECH II	\$ 63,325	\$ 80,820
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 83,431	\$ 106,481
WATER CONSERVATION SPECIALIST	\$ 64,388	\$ 82,177
WATER REUSE LEAD	\$ 65,119	\$ 83,110
WATER REUSE MANAGER	\$ 108,691	\$ 138,720
WATER REUSE WORKER I	\$ 46,094	\$ 58,829
WATER REUSE WORKER II	\$ 56,937	\$ 72,668
WATER SERVICE REP	\$ 65,119	\$ 83,110

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 25, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 47,398	\$ 60,494
ACCOUNT CLERK II	\$ 52,871	\$ 67,478
ACCOUNTING MANAGER	\$ 113,172	\$ 144,439
ACCOUNTING SUPERVISOR	\$ 77,889	\$ 99,409
ACCOUNTING TECH I	\$ 56,450	\$ 72,046
ACCT TECH II/GRANT ASST	\$ 62,095	\$ 79,251
ADMINISTRATIVE ASST	\$ 57,977	\$ 73,995
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 57,977	\$ 73,995
ASSET MANAGEMENT ANALYST I	\$ 62,401	\$ 79,641
ASSET MANAGEMENT ANALYST II	\$ 83,623	\$ 106,727
ASSOCIATE ENGINEER	\$ 99,604	\$ 127,123
ASST GENERAL MANAGER	\$ 170,316	\$ 217,371
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 152,069	\$ 194,082
CHIEF PLANT OPERATOR	\$ 99,088	\$ 126,464
CONTRACT ADMINISTRATOR	\$ 61,668	\$ 78,705
CUSTOMER SERVICE MANAGER	\$ 111,169	\$ 141,883
CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
CUSTOMER SERVICE SPECIALIST	\$ 59,377	\$ 75,781
CUSTOMER SERVICE SUPERVISOR	\$ 77,889	\$ 99,409
ELECTRICAL/INSTR SUPERVISOR	\$ 99,630	\$ 127,156
ELECTRICAL/INSTR TECH I	\$ 68,316	\$ 87,190
ELECTRICAL/INSTR TECH II	\$ 79,680	\$ 101,694
ENG/CAD/GIS SPECIALIST I	\$ 62,401	\$ 79,641
ENG/CAD/GIS SPECIALIST II	\$ 83,623	\$ 106,727
ENGINEERING DEPT MANAGER	\$ 153,442	\$ 195,836
ENGINEERING TECH I	\$ 73,599	\$ 93,933
ENGINEERING TECH II	\$ 84,664	\$ 108,055
EXECUTIVE SERVICES MANAGER	\$ 99,085	\$ 126,460
GENERAL MANAGER	\$ 192,925	\$ 246,226
GRANT ASSISTANT	\$ 62,095	\$ 79,251
GRANT COORDINATOR	\$ 93,201	\$ 118,951
HR ANALYST	\$ 71,056	\$ 90,688
HR COORDINATOR	\$ 57,977	\$ 73,995
HUMAN RESOURCES DIRECTOR	\$ 118,359	\$ 151,060
HYDROGEOLOGIST	\$ 114,493	\$ 146,126
INFO TECHNOLOGY MANAGER	\$ 119,516	\$ 152,536

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 25, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 82,821	\$ 105,703
INSPECTOR I	\$ 59,915	\$ 76,468
INSPECTOR II	\$ 70,611	\$ 90,120
IT SYSTEMS SPECIALIST I	\$ 61,946	\$ 79,060
IT SYSTEMS SPECIALIST II	\$ 72,632	\$ 92,699
LAB ASST	\$ 50,872	\$ 64,927
LAB DIRECTOR	\$ 104,940	\$ 133,932
LAB TECH I	\$ 63,391	\$ 80,905
LAB TECH II	\$ 74,505	\$ 95,089
LT CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
LT CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
LT METER SERVICE TECH	\$ 59,915	\$ 76,468
LT STAFF ENGINEER I	\$ 73,590	\$ 93,921
LT WATER METER INSTALL COORD	\$ 62,559	\$ 79,843
MAINT MECHANIC TECH I	\$ 56,624	\$ 72,268
MAINT MECHANIC TECH II	\$ 66,670	\$ 85,090
MAINTENANCE SUPERVISOR	\$ 94,011	\$ 119,984
MANAGER OF FIELD OPERATIONS	\$ 125,933	\$ 160,726
MANAGER OF PLANT OPERATIONS	\$ 125,937	\$ 160,731
NETWORK/TEL SYS ADMIN I	\$ 83,947	\$ 107,140
NETWORK/TEL SYS ADMIN II	\$ 90,065	\$ 114,948
OPERATIONS SUPERVISOR	\$ 83,099	\$ 106,058
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 56,792	\$ 72,483
PLANT OPERATOR III	\$ 71,791	\$ 91,626
PRINCIPAL ENGINEER	\$ 133,050	\$ 169,809
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 99,974	\$ 127,595
PUMP STATION LEAD	\$ 76,544	\$ 97,692
PUMP STATION OPERATOR I	\$ 54,853	\$ 70,008
PUMP STATION OPERATOR II	\$ 67,133	\$ 85,681
PUMP STATION SUPERVISOR	\$ 90,988	\$ 116,126
PURCHASING AGENT	\$ 99,085	\$ 126,460
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 59,377	\$ 75,781
SENIOR ENGINEER	\$ 114,493	\$ 146,126
SHIPPING AND RECEIVING CLERK	\$ 55,509	\$ 70,845

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JUNE 25, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
STAFF ENGINEER I	\$ 73,590	\$ 93,921
STAFF ENGINEER II	\$ 84,664	\$ 108,055
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR SEWER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR SEWER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 86,781	\$ 110,758
UNDERGROUND REPAIR WATER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR WATER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR WATER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 86,781	\$ 110,758
UTILITY PERSON I	\$ 42,976	\$ 54,850
UTILITY PERSON II	\$ 51,123	\$ 65,247
VEHICLE/HVY EQUIP MECH I	\$ 56,624	\$ 72,268
VEHICLE/HVY EQUIP MECH II	\$ 66,670	\$ 85,090
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 86,781	\$ 110,758
WATER CONSERVATION SPECIALIST	\$ 66,429	\$ 84,782
WATER REUSE LEAD	\$ 67,735	\$ 86,449
WATER REUSE MANAGER	\$ 114,493	\$ 146,126
WATER REUSE WORKER I	\$ 47,752	\$ 60,945
WATER REUSE WORKER II	\$ 58,985	\$ 75,281
WATER SERVICE REP	\$ 67,735	\$ 86,449

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RESOLUTION NO. 3183-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF OCTOBER 01, 2020, SUPERSEDES RESOLUTION NO. 3155-20**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective dates of October 01, 2020, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of October 01, 2020.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th the day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE OCTOBER 1, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 47,398	\$ 60,494
ACCOUNT CLERK II	\$ 52,871	\$ 67,478
ACCOUNTING MANAGER	\$ 113,172	\$ 144,439
ACCOUNTING SUPERVISOR	\$ 77,889	\$ 99,409
ACCOUNTING TECH I	\$ 56,450	\$ 72,046
ACCT TECH II/GRANT ASST	\$ 62,095	\$ 79,251
ADMINISTRATIVE ASST	\$ 57,977	\$ 73,995
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 57,977	\$ 73,995
ASSET MANAGEMENT ANALYST I	\$ 62,401	\$ 79,641
ASSET MANAGEMENT ANALYST II	\$ 83,623	\$ 106,727
ASSOCIATE ENGINEER	\$ 99,604	\$ 127,123
ASST GENERAL MANAGER	\$ 170,316	\$ 217,371
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 152,069	\$ 194,082
CHIEF PLANT OPERATOR	\$ 99,088	\$ 126,464
CONTRACT ADMINISTRATOR	\$ 61,668	\$ 78,705
CUSTOMER SERVICE MANAGER	\$ 111,169	\$ 141,883
CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
CUSTOMER SERVICE SPECIALIST	\$ 59,377	\$ 75,781
CUSTOMER SERVICE SUPERVISOR	\$ 77,889	\$ 99,409
ELECTRICAL/INSTR SUPERVISOR	\$ 99,630	\$ 127,156
ELECTRICAL/INSTR TECH I	\$ 68,316	\$ 87,190
ELECTRICAL/INSTR TECH II	\$ 79,680	\$ 101,694
ENG/CAD/GIS SPECIALIST I	\$ 62,401	\$ 79,641
ENG/CAD/GIS SPECIALIST II	\$ 83,623	\$ 106,727
ENGINEERING DEPT MANAGER	\$ 153,442	\$ 195,836
ENGINEERING TECH I	\$ 73,599	\$ 93,933
ENGINEERING TECH II	\$ 84,664	\$ 108,055
EXECUTIVE SERVICES MANAGER	\$ 99,085	\$ 126,460
GENERAL MANAGER	\$ 192,925	\$ 246,226
GRANT ASSISTANT	\$ 62,095	\$ 79,251
GRANT COORDINATOR	\$ 93,201	\$ 118,951
HR ANALYST	\$ 71,056	\$ 90,688
HR COORDINATOR	\$ 57,977	\$ 73,995
HUMAN RESOURCES DIRECTOR	\$ 118,359	\$ 151,060
HYDROGEOLOGIST	\$ 114,493	\$ 146,126
INFO TECHNOLOGY MANAGER	\$ 119,516	\$ 152,536

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE
EFFECTIVE OCTOBER 1, 2020**

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 82,821	\$ 105,703
INSPECTOR I	\$ 59,915	\$ 76,468
INSPECTOR II	\$ 70,611	\$ 90,120
IT SYSTEMS SPECIALIST I	\$ 61,946	\$ 79,060
IT SYSTEMS SPECIALIST II	\$ 72,632	\$ 92,699
LAB ASST	\$ 50,872	\$ 64,927
LAB DIRECTOR	\$ 104,940	\$ 133,932
LAB TECH I	\$ 63,391	\$ 80,905
LAB TECH II	\$ 74,505	\$ 95,089
LT CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
LT CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
LT METER SERVICE TECH	\$ 59,915	\$ 76,468
LT STAFF ENGINEER I	\$ 73,590	\$ 93,921
LT WATER METER INSTALL COORD	\$ 62,559	\$ 79,843
MAINT MECHANIC TECH I	\$ 56,624	\$ 72,268
MAINT MECHANIC TECH I-SPECIAL RATE	\$ 79,045	\$ 79,045
MAINT MECHANIC TECH II	\$ 66,670	\$ 85,090
MAINTENANCE SUPERVISOR	\$ 94,011	\$ 119,984
MANAGER OF FIELD OPERATIONS	\$ 125,933	\$ 160,726
MANAGER OF PLANT OPERATIONS	\$ 125,937	\$ 160,731
NETWORK/TEL SYS ADMIN I	\$ 83,947	\$ 107,140
NETWORK/TEL SYS ADMIN II	\$ 90,065	\$ 114,948
OPERATIONS SUPERVISOR	\$ 83,099	\$ 106,058
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 56,792	\$ 72,483
PLANT OPERATOR III	\$ 71,791	\$ 91,626
PRINCIPAL ENGINEER	\$ 133,050	\$ 169,809
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 99,974	\$ 127,595
PUMP STATION LEAD	\$ 76,544	\$ 97,692
PUMP STATION OPERATOR I	\$ 54,853	\$ 70,008
PUMP STATION OPERATOR II	\$ 67,133	\$ 85,681
PUMP STATION SUPERVISOR	\$ 90,988	\$ 116,126
PURCHASING AGENT	\$ 99,085	\$ 126,460
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 59,377	\$ 75,781
SENIOR ENGINEER	\$ 114,493	\$ 146,126

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE
EFFECTIVE OCTOBER 1, 2020**

	MINIMUM ANNUAL	MAXIMUM ANNUAL
SHIPPING AND RECEIVING CLERK	\$ 55,509	\$ 70,845
STAFF ENGINEER I	\$ 73,590	\$ 93,921
STAFF ENGINEER II	\$ 84,664	\$ 108,055
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR SEWER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR SEWER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 86,781	\$ 110,758
UNDERGROUND REPAIR WATER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR WATER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR WATER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 86,781	\$ 110,758
UTILITY PERSON I	\$ 42,976	\$ 54,850
UTILITY PERSON II	\$ 51,123	\$ 65,247
VEHICLE/HVY EQUIP MECH I	\$ 56,624	\$ 72,268
VEHICLE/HVY EQUIP MECH II	\$ 66,670	\$ 85,090
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 86,781	\$ 110,758
WATER CONSERVATION SPECIALIST	\$ 66,429	\$ 84,782
WATER REUSE LEAD	\$ 67,735	\$ 86,449
WATER REUSE MANAGER	\$ 114,493	\$ 146,126
WATER REUSE WORKER I	\$ 47,752	\$ 60,945
WATER REUSE WORKER II	\$ 58,985	\$ 75,281
WATER SERVICE REP	\$ 67,735	\$ 86,449

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RESOLUTION NO. 3184-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF NOVEMBER 12, 2020, SUPERSEDES RESOLUTION NO. 3156-20**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective dates of November 12, 2020, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of November 12, 2020.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 12, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 47,398	\$ 60,494
ACCOUNT CLERK II	\$ 52,871	\$ 67,478
ACCOUNTING MANAGER	\$ 113,172	\$ 144,439
ACCOUNTING SUPERVISOR	\$ 77,889	\$ 99,409
ACCOUNTING TECH I	\$ 56,450	\$ 72,046
ACCT TECH II/GRANT ASST	\$ 62,095	\$ 79,251
ADMINISTRATIVE ASST	\$ 57,977	\$ 73,995
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 57,977	\$ 73,995
ASSET MANAGEMENT ANALYST I	\$ 62,401	\$ 79,641
ASSET MANAGEMENT ANALYST II	\$ 83,623	\$ 106,727
ASSOCIATE ENGINEER	\$ 99,604	\$ 127,123
ASST GENERAL MANAGER	\$ 170,316	\$ 217,371
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 152,069	\$ 194,082
CHIEF PLANT OPERATOR	\$ 99,088	\$ 126,464
CONTRACT ADMINISTRATOR	\$ 61,668	\$ 78,705
CUSTOMER SERVICE MANAGER	\$ 111,169	\$ 141,883
CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
CUSTOMER SERVICE SPECIALIST	\$ 59,377	\$ 75,781
CUSTOMER SERVICE SUPERVISOR	\$ 77,889	\$ 99,409
ELECTRICAL/INSTR SUPERVISOR	\$ 99,630	\$ 127,156
ELECTRICAL/INSTR TECH I	\$ 68,316	\$ 87,190
ELECTRICAL/INSTR TECH II	\$ 79,680	\$ 101,694
ENG/CAD/GIS SPECIALIST I	\$ 62,401	\$ 79,641
ENG/CAD/GIS SPECIALIST II	\$ 83,623	\$ 106,727
ENGINEERING DEPT MANAGER	\$ 153,442	\$ 195,836
ENGINEERING TECH I	\$ 73,599	\$ 93,933
ENGINEERING TECH II	\$ 84,664	\$ 108,055
EXECUTIVE SERVICES MANAGER	\$ 99,085	\$ 126,460
GENERAL MANAGER	\$ 192,925	\$ 246,226
GRANT ASSISTANT	\$ 62,095	\$ 79,251
GRANT COORDINATOR	\$ 93,201	\$ 118,951
HR ANALYST	\$ 71,056	\$ 90,688
HR COORDINATOR	\$ 57,977	\$ 73,995
HUMAN RESOURCES DIRECTOR	\$ 118,359	\$ 151,060
HYDROGEOLOGIST	\$ 114,493	\$ 146,126
INFO TECHNOLOGY MANAGER	\$ 119,516	\$ 152,536

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 12, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 82,821	\$ 105,703
INSPECTOR I	\$ 59,915	\$ 76,468
INSPECTOR II	\$ 70,611	\$ 90,120
IT SYSTEMS SPECIALIST I	\$ 61,946	\$ 79,060
IT SYSTEMS SPECIALIST II	\$ 72,632	\$ 92,699
LAB ASST	\$ 50,872	\$ 64,927
LAB DIRECTOR	\$ 104,940	\$ 133,932
LAB TECH I	\$ 63,391	\$ 80,905
LAB TECH II	\$ 74,505	\$ 95,089
LT CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
LT CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
LT METER SERVICE TECH	\$ 59,915	\$ 76,468
LT STAFF ENGINEER I	\$ 73,590	\$ 93,921
LT WATER METER INSTALL COORD	\$ 62,559	\$ 79,843
MAINT MECHANIC TECH I	\$ 56,624	\$ 72,268
MAINT MECHANIC TECH I-SPECIAL RATE	\$ 79,045	\$ 79,045
MAINT MECHANIC TECH II	\$ 66,670	\$ 85,090
MAINTENANCE SUPERVISOR	\$ 94,011	\$ 119,984
MANAGER OF FIELD OPERATIONS	\$ 125,933	\$ 160,726
MANAGER OF PLANT OPERATIONS	\$ 125,937	\$ 160,731
NETWORK/TEL SYS ADMIN I	\$ 83,947	\$ 107,140
NETWORK/TEL SYS ADMIN II	\$ 90,065	\$ 114,948
OPERATIONS SUPERVISOR	\$ 83,099	\$ 106,058
PART TIME GRANT ASSISTANT	\$ 28,387	\$ 28,387
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 56,792	\$ 72,483
PLANT OPERATOR III	\$ 71,791	\$ 91,626
PRINCIPAL ENGINEER	\$ 133,050	\$ 169,809
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 99,974	\$ 127,595
PUMP STATION LEAD	\$ 76,544	\$ 97,692
PUMP STATION OPERATOR I	\$ 54,853	\$ 70,008
PUMP STATION OPERATOR II	\$ 67,133	\$ 85,681
PUMP STATION SUPERVISOR	\$ 90,988	\$ 116,126
PURCHASING AGENT	\$ 99,085	\$ 126,460
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 59,377	\$ 75,781
SENIOR ENGINEER	\$ 114,493	\$ 146,126

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE NOVEMBER 12, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
SHIPPING AND RECEIVING CLERK	\$ 55,509	\$ 70,845
STAFF ENGINEER I	\$ 73,590	\$ 93,921
STAFF ENGINEER II	\$ 84,664	\$ 108,055
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR SEWER I - SPECIAL RATE	\$ 65,031	\$ 65,031
UNDERGROUND REPAIR SEWER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR SEWER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 86,781	\$ 110,758
UNDERGROUND REPAIR WATER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR WATER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR WATER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 86,781	\$ 110,758
UTILITY PERSON I	\$ 42,976	\$ 54,850
UTILITY PERSON II	\$ 51,123	\$ 65,247
VEHICLE/HVY EQUIP MECH I	\$ 56,624	\$ 72,268
VEHICLE/HVY EQUIP MECH II	\$ 66,670	\$ 85,090
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 86,781	\$ 110,758
WATER CONSERVATION SPECIALIST	\$ 66,429	\$ 84,782
WATER REUSE LEAD	\$ 67,735	\$ 86,449
WATER REUSE MANAGER	\$ 114,493	\$ 146,126
WATER REUSE WORKER I	\$ 47,752	\$ 60,945
WATER REUSE WORKER II	\$ 58,985	\$ 75,281
WATER SERVICE REP	\$ 67,735	\$ 86,449

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RESOLUTION NO. 3185-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF DECEMBER 24, 2020, SUPERSEDES RESOLUTION NO. 3160-21**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective dates of December 24, 2020, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of December 24, 2020.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttery, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE DECEMBER 24, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 47,398	\$ 60,494
ACCOUNT CLERK II	\$ 52,871	\$ 67,478
ACCOUNTING MANAGER	\$ 113,172	\$ 144,439
ACCOUNTING SUPERVISOR	\$ 77,889	\$ 99,409
ACCOUNTING TECH I	\$ 56,450	\$ 72,046
ACCT TECH II/GRANT ASST	\$ 62,095	\$ 79,251
ADMINISTRATIVE ASST	\$ 57,977	\$ 73,995
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 57,977	\$ 73,995
ASSET MANAGEMENT ANALYST I	\$ 62,401	\$ 79,641
ASSET MANAGEMENT ANALYST II	\$ 83,623	\$ 106,727
ASSOCIATE ENGINEER	\$ 99,604	\$ 127,123
ASST GENERAL MANAGER	\$ 170,316	\$ 217,371
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 152,069	\$ 194,082
CHIEF PLANT OPERATOR	\$ 99,088	\$ 126,464
CONTRACT ADMINISTRATOR	\$ 61,668	\$ 78,705
CUSTOMER SERVICE MANAGER	\$ 111,169	\$ 141,883
CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
CUSTOMER SERVICE SPECIALIST	\$ 59,377	\$ 75,781
CUSTOMER SERVICE SUPERVISOR	\$ 77,889	\$ 99,409
ELECTRICAL/INSTR SUPERVISOR	\$ 99,630	\$ 127,156
ELECTRICAL/INSTR TECH I	\$ 68,316	\$ 87,190
ELECTRICAL/INSTR TECH II	\$ 79,680	\$ 101,694
ENG/CAD/GIS SPECIALIST I	\$ 62,401	\$ 79,641
ENG/CAD/GIS SPECIALIST II	\$ 83,623	\$ 106,727
ENGINEERING DEPT MANAGER	\$ 153,442	\$ 195,836
ENGINEERING TECH I	\$ 73,599	\$ 93,933
ENGINEERING TECH II	\$ 84,664	\$ 108,055
EXECUTIVE SERVICES MANAGER	\$ 99,085	\$ 126,460
GENERAL MANAGER	\$ 192,925	\$ 246,226
GRANT ASSISTANT	\$ 62,095	\$ 79,251
GRANT COORDINATOR	\$ 93,201	\$ 118,951
HR ANALYST	\$ 71,056	\$ 90,688
HR COORDINATOR	\$ 57,977	\$ 73,995
HUMAN RESOURCES DIRECTOR	\$ 118,359	\$ 151,060
HYDROGEOLOGIST	\$ 114,493	\$ 146,126
INFO TECHNOLOGY MANAGER	\$ 119,516	\$ 152,536

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE DECEMBER 24, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 82,821	\$ 105,703
INSPECTOR I	\$ 59,915	\$ 76,468
INSPECTOR II	\$ 70,611	\$ 90,120
IT SYSTEMS SPECIALIST I	\$ 61,946	\$ 79,060
IT SYSTEMS SPECIALIST II	\$ 72,632	\$ 92,699
LAB ASST	\$ 50,872	\$ 64,927
LAB DIRECTOR	\$ 104,940	\$ 133,932
LAB TECH I	\$ 63,391	\$ 80,905
LAB TECH II	\$ 74,505	\$ 95,089
LT CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
LT CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
LT METER SERVICE TECH	\$ 59,915	\$ 76,468
LT STAFF ENGINEER I	\$ 73,590	\$ 93,921
LT WATER METER INSTALL COORD	\$ 62,559	\$ 79,843
MAINT MECHANIC TECH I	\$ 56,624	\$ 72,268
MAINT MECHANIC TECH I-SPECIAL RATE	\$ 79,045	\$ 79,045
MAINT MECHANIC TECH II	\$ 66,670	\$ 85,090
MAINTENANCE SUPERVISOR	\$ 94,011	\$ 119,984
MANAGER OF FIELD OPERATIONS	\$ 125,933	\$ 160,726
MANAGER OF PLANT OPERATIONS	\$ 125,937	\$ 160,731
NETWORK/TEL SYS ADMIN I	\$ 83,947	\$ 107,140
NETWORK/TEL SYS ADMIN II	\$ 90,065	\$ 114,948
OPERATIONS SUPERVISOR	\$ 83,099	\$ 106,058
OPERATOR IN TRAINING	\$ 56,792	\$ 56,792
PART TIME PERMANENT I	\$ 12,987	\$ 16,575
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 56,792	\$ 72,483
PLANT OPERATOR III	\$ 71,791	\$ 91,626
PRINCIPAL ENGINEER	\$ 133,050	\$ 169,809
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 99,974	\$ 127,595
PUMP STATION LEAD	\$ 76,544	\$ 97,692
PUMP STATION OPERATOR I	\$ 54,853	\$ 70,008
PUMP STATION OPERATOR II	\$ 67,133	\$ 85,681
PUMP STATION SUPERVISOR	\$ 90,988	\$ 116,126
PURCHASING AGENT	\$ 99,085	\$ 126,460
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 59,377	\$ 75,781
SENIOR ENGINEER	\$ 114,493	\$ 146,126

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE DECEMBER 24, 2020

	MINIMUM ANNUAL	MAXIMUM ANNUAL
SHIPPING AND RECEIVING CLERK	\$ 55,509	\$ 70,845
STAFF ENGINEER I	\$ 73,590	\$ 93,921
STAFF ENGINEER II	\$ 84,664	\$ 108,055
STUDENT HELPER	\$ 12,987	\$ 16,575
UNDERGROUND REPAIR SEWER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR SEWER I - SPECIAL RATE	\$ 65,031	\$ 65,031
UNDERGROUND REPAIR SEWER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR SEWER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 86,781	\$ 110,758
UNDERGROUND REPAIR WATER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR WATER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR WATER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 86,781	\$ 110,758
UTILITY PERSON I	\$ 42,976	\$ 54,850
UTILITY PERSON II	\$ 51,123	\$ 65,247
VEHICLE/HVY EQUIP MECH I	\$ 56,624	\$ 72,268
VEHICLE/HVY EQUIP MECH II	\$ 66,670	\$ 85,090
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 86,781	\$ 110,758
WATER CONSERVATION SPECIALIST	\$ 66,429	\$ 84,782
WATER REUSE LEAD	\$ 67,735	\$ 86,449
WATER REUSE MANAGER	\$ 114,493	\$ 146,126
WATER REUSE WORKER I	\$ 47,752	\$ 60,945
WATER REUSE WORKER II	\$ 58,985	\$ 75,281
WATER SERVICE REP	\$ 67,735	\$ 86,449

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RESOLUTION NO. 3186-21

**A RESOLUTION BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT FORMALLY
ADOPTING PAY LISTING BY POSITION FOR THE
EFFECTIVE DATE OF JANUARY 1, 2021, SUPERSEDES RESOLUTION NO. 3161-21**

WHEREAS, the Board of Directors of South Tahoe Public Utility District and the Board of Administration of California Public Employees' Retirement System entered into a Contract, effective June 19, 2003, and amended effective April 19, 2007, providing for the participation of said public agency in the California Public Employees' Retirement System; and,

WHEREAS, the Government Code and CCR, Title 2, Section 570.5 requires that one combined pay schedule, adopted by the Board of Directors, for every employee position, including the Board of Directors, be made available for public inspection and retained for not less than five years; and

WHEREAS, the South Tahoe Public Utility District corrected Pay Listing by Position for the effective dates of January 1, 2021, is incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of South Tahoe Public Utility District hereby formally adopts the above-mentioned Pay Listing by Position for the effective date of January 1, 2021.

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST: _____
Melonie Guttery, Clerk of the Board
South Tahoe Public Utility District

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2021

	MINIMUM ANNUAL	MAXIMUM ANNUAL
ACCOUNT CLERK I	\$ 47,398	\$ 60,494
ACCOUNT CLERK II	\$ 52,871	\$ 67,478
ACCOUNTING MANAGER	\$ 113,172	\$ 144,439
ACCOUNTING SUPERVISOR	\$ 77,889	\$ 99,409
ACCOUNTING TECH I	\$ 56,450	\$ 72,046
ACCT TECH II/GRANT ASST	\$ 62,095	\$ 79,251
ADMINISTRATIVE ASST	\$ 57,977	\$ 73,995
ADMINISTRATIVE ASST/ASST CLERK OF THE BOARD	\$ 57,977	\$ 73,995
ASSET MANAGEMENT ANALYST I	\$ 62,401	\$ 79,641
ASSET MANAGEMENT ANALYST II	\$ 83,623	\$ 106,727
ASSOCIATE ENGINEER	\$ 99,604	\$ 127,123
ASST GENERAL MANAGER	\$ 170,316	\$ 217,371
BOARD OF DIRECTOR	\$ 4,800	\$ 4,800
CHIEF FINANCIAL OFFICER	\$ 152,069	\$ 194,082
CHIEF PLANT OPERATOR	\$ 99,088	\$ 126,464
CONTRACT ADMINISTRATOR	\$ 61,668	\$ 78,705
CUSTOMER SERVICE MANAGER	\$ 111,169	\$ 141,883
CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
CUSTOMER SERVICE SPECIALIST	\$ 59,377	\$ 75,781
CUSTOMER SERVICE SUPERVISOR	\$ 77,889	\$ 99,409
ELECTRICAL/INSTR SUPERVISOR	\$ 99,630	\$ 127,156
ELECTRICAL/INSTR TECH I	\$ 68,316	\$ 87,190
ELECTRICAL/INSTR TECH II	\$ 79,680	\$ 101,694
ENG/CAD/GIS SPECIALIST I	\$ 62,401	\$ 79,641
ENG/CAD/GIS SPECIALIST II	\$ 83,623	\$ 106,727
ENGINEERING DEPT MANAGER	\$ 153,442	\$ 195,836
ENGINEERING TECH I	\$ 73,599	\$ 93,933
ENGINEERING TECH II	\$ 84,664	\$ 108,055
EXECUTIVE SERVICES MANAGER	\$ 99,085	\$ 126,460
GENERAL MANAGER	\$ 192,925	\$ 246,226
GRANT ASSISTANT	\$ 62,095	\$ 79,251
GRANT COORDINATOR	\$ 93,201	\$ 118,951
HR ANALYST	\$ 71,056	\$ 90,688
HR COORDINATOR	\$ 57,977	\$ 73,995
HUMAN RESOURCES DIRECTOR	\$ 118,359	\$ 151,060
HYDROGEOLOGIST	\$ 114,493	\$ 146,126
INFO TECHNOLOGY MANAGER	\$ 119,516	\$ 152,536

SOUTH TAHOE PUBLIC UTILITY DISTRICT ANNUAL SALARY SCHEDULE

EFFECTIVE JANUARY 1, 2021

	MINIMUM ANNUAL	MAXIMUM ANNUAL
INSPECTIONS SUPERVISOR	\$ 82,821	\$ 105,703
INSPECTOR I	\$ 59,915	\$ 76,468
INSPECTOR II	\$ 70,611	\$ 90,120
IT SYSTEMS SPECIALIST I	\$ 61,946	\$ 79,060
IT SYSTEMS SPECIALIST II	\$ 72,632	\$ 92,699
LAB ASST	\$ 50,872	\$ 64,927
LAB DIRECTOR	\$ 104,940	\$ 133,932
LAB TECH I	\$ 63,391	\$ 80,905
LAB TECH II	\$ 74,505	\$ 95,089
LT CUSTOMER SERVICE REP I	\$ 46,932	\$ 59,898
LT CUSTOMER SERVICE REP II	\$ 52,350	\$ 66,813
LT METER SERVICE TECH	\$ 59,915	\$ 76,468
LT STAFF ENGINEER I	\$ 73,590	\$ 93,921
LT WATER METER INSTALL COORD	\$ 62,559	\$ 79,843
MAINT MECHANIC TECH I	\$ 56,624	\$ 72,268
MAINT MECHANIC TECH I-SPECIAL RATE	\$ 79,045	\$ 79,045
MAINT MECHANIC TECH II	\$ 66,670	\$ 85,090
MAINTENANCE SUPERVISOR	\$ 94,011	\$ 119,984
MANAGER OF FIELD OPERATIONS	\$ 125,933	\$ 160,726
MANAGER OF PLANT OPERATIONS	\$ 125,937	\$ 160,731
NETWORK/TEL SYS ADMIN I	\$ 83,947	\$ 107,140
NETWORK/TEL SYS ADMIN II	\$ 90,065	\$ 114,948
OPERATIONS SUPERVISOR	\$ 83,099	\$ 106,058
OPERATOR IN TRAINING	\$ 56,792	\$ 56,792
PART TIME PERMANENT I	\$ 13,986	\$ 17,850
PART TIME PERMANENT II	\$ 18,054	\$ 23,042
PLANT OPERATOR I	\$ 56,792	\$ 72,483
PLANT OPERATOR III	\$ 71,791	\$ 91,626
PRINCIPAL ENGINEER	\$ 133,050	\$ 169,809
PUBLIC AFFAIRS/CONSERVATION MANAGER	\$ 99,974	\$ 127,595
PUMP STATION LEAD	\$ 76,544	\$ 97,692
PUMP STATION OPERATOR I	\$ 54,853	\$ 70,008
PUMP STATION OPERATOR II	\$ 67,133	\$ 85,681
PUMP STATION SUPERVISOR	\$ 90,988	\$ 116,126
PURCHASING AGENT	\$ 99,085	\$ 126,460
SEASONAL	\$ 18,054	\$ 23,042
SENIOR CUSTOMER SERVICE REP	\$ 59,377	\$ 75,781
SENIOR ENGINEER	\$ 114,493	\$ 146,126

**SOUTH TAHOE PUBLIC UTILITY DISTRICT
ANNUAL SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2021**

	MINIMUM ANNUAL	MAXIMUM ANNUAL
SHIPPING AND RECEIVING CLERK	\$ 55,509	\$ 70,845
STAFF ENGINEER I	\$ 73,590	\$ 93,921
STAFF ENGINEER II	\$ 84,664	\$ 108,055
STUDENT HELPER	\$ 13,986	\$ 17,850
UNDERGROUND REPAIR SEWER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR SEWER I - SPECIAL RATE	\$ 65,031	\$ 65,031
UNDERGROUND REPAIR SEWER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR SEWER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR SEWER SUPERVISOR	\$ 86,781	\$ 110,758
UNDERGROUND REPAIR WATER I	\$ 47,752	\$ 60,945
UNDERGROUND REPAIR WATER II	\$ 58,985	\$ 75,281
UNDERGROUND REPAIR WATER LEAD	\$ 67,735	\$ 86,449
UNDERGROUND REPAIR WATER SUPERVISOR	\$ 86,781	\$ 110,758
UTILITY PERSON I	\$ 42,976	\$ 54,850
UTILITY PERSON II	\$ 51,123	\$ 65,247
VEHICLE/HVY EQUIP MECH I	\$ 56,624	\$ 72,268
VEHICLE/HVY EQUIP MECH II	\$ 66,670	\$ 85,090
VEHICLE/HVY EQUIP MECH SUPERVISOR	\$ 86,781	\$ 110,758
WATER CONSERVATION SPECIALIST	\$ 66,429	\$ 84,782
WATER REUSE LEAD	\$ 67,735	\$ 86,449
WATER REUSE MANAGER	\$ 114,493	\$ 146,126
WATER REUSE WORKER I	\$ 47,752	\$ 60,945
WATER REUSE WORKER II	\$ 58,985	\$ 75,281
WATER SERVICE REP	\$ 67,735	\$ 86,449

1 SECTION 3. This Resolution is being adopted no later than 60 days after the date on
2 which the Agency will expend moneys for the portion of the Project costs to be
3 reimbursed with Project Funds.

4 SECTION 4. Each Agency expenditure will be of a type properly chargeable to a
5 capital account under general federal income tax principles.

6 SECTION 5. To the best of our knowledge, this Agency is not aware of the previous
7 adoption of official intents by the Agency that have been made as a matter of course
8 for the purpose of reimbursing expenditures and for which tax-exempt obligations
9 have not been issued.

10 SECTION 6. This resolution is adopted as official intent of the Agency in order to
11 comply with Treasury Regulation §1.150-2 and any other regulations of the Internal
12 Revenue Service relating to the qualification for reimbursement of Project costs.

13 SECTION 7. All the recitals in this Resolution are true and correct and this Agency so
14 finds, determines and represents.

15 **WE, THE UNDERSIGNED,** do hereby certify that the above and foregoing
16 Resolution No. 3187-21 was duly and regularly adopted and passed by the Board of
17 Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th
18 day of June 2021, by the following vote:

19 AYES:

20 NOES:

21 ABSENT:

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Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttery, Clerk of the Board
South Tahoe Public Utility District

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Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

Resolution No. 3188-21
June 17, 2021
Page 2

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RESOLUTION NO. 3189-21

**A PLEDGED REVENUES AND FUND(s) RESOLUTION
BY THE BOARD OF DIRECTORS
OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT (STPUD) FOR THE
WATERLINE UPGRADES AND IMPROVEMENTS PROJECT**

WHEREAS, the South Tahoe Public Utility District has adopted Drinking Water State Revolving Fund Resolutions regarding intent, authority and procedure;

THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH TAHOE PUBLIC UTILITY DISTRICT (the "Entity"), AS FOLLOWS:

1. The Entity hereby dedicates and pledges Water Enterprise Fund/Water Service Charge Net Revenues to payment of any and all Drinking Water State Revolving Fund financing for the Waterline Upgrades and Improvements Project, referred to as the "Project".

2. The Waterline Upgrades & Improvements Project: Entity commits to collecting such revenues and maintaining such fund(s) throughout the term of such financing and until the Entity has satisfied its repayment obligation thereunder unless modification or change is approved in writing by the State Water Resources Control Board.

3. So long as the financing agreement(s) are outstanding, the Entity's pledge hereunder shall constitute a lien in favor of the State Water Resources Control Board on the foregoing fund(s) and revenue(s) without any further action necessary.

4. So long as the financing agreement(s) are outstanding, the Entity commits to maintaining the fund(s) and revenue(s) at levels sufficient to meet its obligations under the financing agreement(s).

WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. 3189-21 was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June, 2021, by the following vote:

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AYES:
NOES:
ABSENT:

ATTEST:

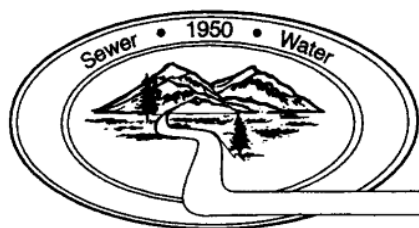
Kelly Sheehan, Board President
South Tahoe Public Utility District

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District

Resolution No. 3189-21
June 17, 2021
Page 2

General Manager
John Thiel

Directors
Chris Cefalu
Shane Romsos
David Peterson
Kelly Sheehan
Nick Exline



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpubd.us

BOARD AGENDA ITEM 4f

TO: Board of Directors

FROM: Julie Ryan, Engineering Department Manager

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Wastewater Treatment Plant and Field Stations Condition Assessment

REQUESTED BOARD ACTION: (1) Approve the proposed Scope of Work from Water Systems Consultants to perform the Wastewater Treatment Plant and Field Stations Condition Assessment; and, (2) Authorize the General Manager to execute Task Order No. 1A in the amount \$85,326.

DISCUSSION: On January 1, 2021, the Board authorized Task Order No. 1 with Water Systems Consultants (WSC), in the amount \$159,645, to perform Phase 1 of the Wastewater Treatment Plant and Field Stations Condition Assessment. Phase 1, which performed a desktop analysis and focused on prioritizing field stations and underground piping for further assessment in the field, is nearing completion. Phase 2 will include structural assessments, as well as field testing and inspection of electrical facilities at the Wastewater Treatment Plant (WWTP) and select Water and Sewer Field Stations, inspection of select underground piping at the WWTP, and alternatives development and assessment. WSC is ready now to proceed with the structural evaluations (as Phase 2A); the scope for the remaining work is still being developed and will be proposed at a later date (as Phase 2B).

Details for the Phase 2A Structural Evaluations are provided in the attached Scope of Work, including the Cost Proposal, Project Schedule and Rate Schedule. The work will be performed by WSC as an amendment to Task Order No. 1 under the existing Master Services Agreement for Consulting Services.

The second phase will include field investigations and alternatives development and assessment; it is expected to be performed from July 2021 through June 2022.

SCHEDULE: July 2021 – December 2021

COSTS: \$85,326.00

ACCOUNT NO: 1030-4405/WWTPMP

BUDGETED AMOUNT AVAILABLE: \$ 260,000 2021/22

ATTACHMENTS: Scope of Work, Budget, Project Schedule, Rate Schedule

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer

GENERAL MANAGER: YES JR NO _____

CHIEF FINANCIAL OFFICER: YES PH NO _____



Task No.	Task Description	WSC							HDR	ALL FIRMS	
		PIC and QA/QC	Project Manager/WWTP Assessment Lead	Project Engineer	Project Accountant/Admin	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Total Fee
		Joshua Reynolds	Robert Natoli	Susan Schlangen							
	<i>Billing rates, \$/hr</i>	\$280	\$240	\$190	\$145						
4	Data Collection and Kickoff										
4.1	Structural Virtual Kick-off Workshop		6	6	2	14	\$ 2,870	\$ 100	\$ 2,970	\$ 1,161	\$ 4,131
4.2	Background Document Request and Review		2	6		8	\$ 1,620	\$ 100	\$ 1,720	\$ 3,841	\$ 5,561
	SUBTOTAL	0	8	12	2	22	\$ 4,490	\$ 200	\$ 4,690	\$ 5,002	\$ 9,692
5	Preliminary field Assessments, Evaluations, and Testing										
5.1	WWTP Structural Evaluations		4			4	\$ 960	\$ -	\$ 960	\$ 41,276	\$ 42,236
	SUBTOTAL	0	4	0	0	4	\$ 960	\$ -	\$ 960	\$ 41,276	\$ 42,236
6	Condition assessment TM										
6.1	Condition Assessment TM	6	8	6		20	\$ 4,740	\$ 200	\$ 4,940	\$ 22,956	\$ 27,896
6.2	Condition Assessment TM Review Workshop		6	6	2	14	\$ 2,870	\$ 100	\$ 2,970	\$ 2,533	\$ 5,503
	SUBTOTAL	6	14	12	2	34	\$ 7,610	\$ 300	\$ 7,910	\$ 25,489	\$ 33,399
	COLUMN TOTALS	6	26	24	4	60	\$ 13,060	\$ 500	\$ 13,560	\$ 71,766	\$ 85,326

ESTIMATED WORK EFFORT AND COST - HDR

South Tahoe Public Utility District

Engineering Services for Wastewater Treatment Plant and Field Stations Condition Assessment

Task No.	Task Description	Project Manager	Structural Engineer	Project Control	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
Task Order 1A									
Task 4 Data Collection									
4.1	Structural Virtual Kick-off Workshop	0	4	0	0	4	\$1,106	\$0	\$1,106
4.2	Background Data Request and Review	4	8	0	0	12	\$3,658	\$0	\$3,658
Task 5 Preliminary Field Assessments, Evaluations and Testing									
5.1	Business Case Screenings and Assessment Criteria Review Workshop	8	120	2		130	\$36,410	\$2,900	\$39,310
Task 6 Condition Assessment Technical Memorandum									
6.1	Structural Condition Assessment TM	4	66	10	4	84	\$21,863	\$0	\$21,863
6.2	Structural Condition Assessment TM Workshops	0	8	0	0	8	\$2,212	\$200	\$2,412
Subtotal Task Order 1A		16	206	12	4	238	\$65,249	\$3,100	\$68,349
COLUMN TOTALS		16	206	12	4	238	\$65,249	\$3,100	\$68,349

**Note that HDR costs on the Task Order 1A cost proposal include WSC's 5% markup. The table above does not include the WSC markup.



OVERALL PROJECT - SCOPE OF WORK SUMMARY

Project Overview: WSC, Inc., will provide the following services for South Tahoe Public Utility District's (District's) Wastewater Treatment Plant (WWTP) and Field Station facilities to help the District make decisions moving forward and promote the continued reliability of these facilities. The project includes evaluation and assessment of WWTP electrical equipment, WWTP pipelines, and select WWTP structures. The project also includes electrical assessment at the District's Water and Sewer Field Stations. The assessment and evaluations performed in this scope of work focus on infrastructure components that are critical for reliable, long-term operations.

WSC will perform this work with consultant teaming partner HDR, who will be providing electrical, structural, and corrosion technical support services on the project. WSC's team is led by Project Manager Rob Natoli, with key support from Scott Duren (Pipelines Lead), Jeff Lawrence (Field Stations Lead), Dan Gott (Electrical Lead), and Phoenix Nguyen (Structural Lead).

TASK ORDER 1A (PHASE 2A)

Task Order 1A (Phase 2A) Overview: Task Order 1A (Phase 2A) includes WWTP structural elements of the project through the condition assessment TM. The WWTP structures that will be evaluated in this scope include: filter building, blower building, return activated sludge (RAS) pump station, emergency pump station, material storage, the repair shops, two garages, and two maintenance shops.

TASK 4.0 DATA COLLECTION AND KICKOFF

4.1 Structural Virtual Kick-off Workshop

- Plan, organize, and conduct virtual kick-off workshop. The purpose of the workshop will be to:
 - (1) Review scope, schedule, and deliverables for structural assets.
 - (2) Discuss available data for structural assets.
 - (3) Discuss level of service objectives, goals, performance indicators, and metrics for structures.
- The budget is based on one virtual two-hour meeting attended by up to three staff from the project team (Structural Lead, Project Manager, and Project Engineer).

Deliverables: Meeting presentation materials, agenda, and minutes. Draft and final background document request form.

4.2 Background Data Request and Review

- Collect and review existing facility-specific data regarding the performance and condition of existing facilities. Data request will include the following items:

- (1) Record Drawings for original construction and any expansions or retrofits for the 10 WWTP structures to be evaluated. Include all disciplines of record drawing sets.
- (2) Past condition assessment records for the 10 WWTP structures.
- (3) Geotechnical data or investigative reports related to the 10 WWTP structures.

Deliverables: Updated background document request based on kickoff workshop input.

TASK 5.0 PRELIMINARY FIELD ASSESSMENTS, EVALUATIONS, AND TESTING

5.1 WWTP Structural Evaluations

- The following work will be completed for the 10 WWTP structures (filter building, blower building, RAS pump station, emergency pump station, material storage, the repair shops, two garages, and two maintenance shops):
 - (a) Perform condition assessment, including field observations and analysis as follows:
 - (i) A visual condition assessment of concrete deterioration
 - (ii) Non-destructive testing for pH of concrete
 - (iii) Qualitative evaluation of concrete via sounding
 - (iv) An estimate of remaining useful life in as-is condition
 - (v) Recommendations for repair, rehabilitation, or strengthening, and then defining those that are recommended for immediate action, short-term repair, or long-term rehabilitation or replacement, and those that require monitoring or maintenance to extend useful life
 - (vi) Recommendations on next steps for structural analysis or assessment of structures, specifically, if ASCE Tier 1 or Tier 2 level analysis are recommended for the structures.
 - (b) The findings, analysis, and conceptual-level recommendations will be presented in a draft and final technical memorandum (TM) (see Task 3 below).
- It is assumed the field observations will occur over five consecutive working days.

Deliverables: Draft and final TM for Structural Evaluation findings, analysis, and conceptual-level recommendations in PDF format.

TASK 6.0 CONDITION ASSESSMENT TM

6.1 Condition Assessment TM

- Prepare and submit a draft and final condition assessment TM for the WWTP Structural Assets evaluated. The TM will include a summary of field activities performed, results from assessment and testing, and recommendations for next steps based on field assessment findings.

Deliverables: Draft and Final Condition Assessment TM for WWTP Structural Assets

6.2 Condition Assessment TM Review Workshop

- Plan, organize, and conduct a condition assessment TM review workshop. WSC project manager and assessment leads will attend virtually. HDR's structural engineer will attend this up to four-hour workshop, assumed to be conducted in person. Other staff will be called into each review meeting as required. The purpose of this workshop will be to:
 - (1) Review field assessment findings and results.
 - (2) Collaborate on potential next steps and identify potential alternatives for assets.
- COVID-19 social distancing and facial mask protocols will be followed for the in-person workshop, if still applicable.

Deliverables: Meeting presentation materials, agenda, and minutes.

TASK ORDER NO. 1A (PHASE 2A) ASSUMPTIONS

- QA/QC will be performed throughout the structural evaluations. Each deliverable will receive QC review prior to submission to the District. QC time for each deliverable is included within each task. QC program requirements and team QC coordination is included in this task order.
- Project administration, coordination, and scheduling as required based upon progress and the project decisions is included in the project tasks and assumes a six-month duration in 2021.
- The project will be invoiced monthly, and a progress report will be included with each invoice.
- Assessment team coordination and management is included in the scope of work for subtasks above.
- It is assumed that background data will be provided within two weeks of the notice to proceed.
- No confined space entry will be required for work.
- All deliverables will be provided electronically in portable document format (PDF).
- All work will be performed on a time-and-materials, not-to-exceed basis.

TASK ORDER NO. 1A (PHASE 2A) SCHEDULE

- Conduct virtual kickoff meeting within 2 weeks of receipt of Notice to Proceed for Task Order 1A (Phase 2A).
- Perform Field Assessment work within 4 weeks of receipt of background documents.
- Provide Draft Condition Assessment TM within 6 weeks of the completion of Field Assessment work.
- Provide Final Condition Assessment TM within 3 weeks of receipt of draft Condition Assessment TM comments from the District.



SOUTH TAHOE PUBLIC UTILITY DISTRICT

David Peterson, Vice President
Chris Cefalu, Director

BOARD MEMBERS
Shane Romsos, Director

Kelly Sheehan, President
Nick Exline, Director

John Thiel, General Manager

Paul Hughes, Chief Financial Officer

REGULAR MEETING OF THE BOARD OF DIRECTORS
SOUTH TAHOE PUBLIC UTILITY DISTRICT
June 3, 2021
MINUTES

The South Tahoe Public Utility District Board of Directors met in a regular session, 2:01 p.m., at the District Office, located at 1275 Meadow Crest Drive, South Lake Tahoe, California.

ROLL CALL:

Board of Directors: President Sheehan, Directors Cefalu, Romsos, Exline

Via Conference Call: Director Peterson

Staff: John Thiel, Paul Hughes, Gary Kvistad, Melonie Guttry,

CORRECTIONS TO THE AGENDA OR CONSENT CALENDAR:

None

CONSENT CALENDAR:

Moved Sheehan/Second Cefalu/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes to approve the Consent Calendar as presented.

- a. Fiscal Year 2021/22 Sewer Enterprise Fund Budget
(Paul Hughes, Chief Financial Officer)
Adopted Resolution No. 3173-21 adopting the Fiscal Year 2021/22 Sewer Enterprise Fund Budget, and authorize staff to incorporate any adjustments or changes necessary as a result of Board action.
- b. Fiscal Year 2021/22 Water Enterprise Fund Budget
(Paul Hughes, Chief Financial Officer)
Adopted Resolution No. 3174-21 adopting the Fiscal Year 2021/22 Water Enterprise Fund Budget, and authorize staff to incorporate any adjustments or changes necessary as a result of Board action.
- c. **REGULAR BOARD MEETING MINUTES: May 20, 2021**
(Melonie Guttry, Executive Services Manager/Clerk of the Board)
Approved May 20, 2021, Minutes

ITEMS FOR BOARD ACTION

- a. Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Rehabilitation Project (Brent Goligoski, Associate Engineer) – **Julie Ryan** provided details regarding the Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Rehabilitation Project and addressed questions from the Board.

Moved Sheehan/Second Exline/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes to approve Proposal from Carollo Engineers, Inc., for engineering services during construction for the Aeration Blower System Emergency Power and Secondary Clarifiers No's. 1 and 2 Rehabilitation Project in an amount not to exceed \$258,758; and, 2) Authorize the General Manger to execute Task Order No. 23 to the Master Services Agreement with Carollo Engineers, Inc.

- b. Approve Payment of Claims (Debbie Henderson, Accounting Manager)

Moved Sheehan/Second Cefalu/Sheehan Yes/Cefalu Yes/Romsos Yes/Peterson Yes/Exline Yes to approve Payment of Claims in the amount of \$1,479,725.34.

STANDING AND AD-HOC COMMITTEES AND LIAISON REPORTS:

Director Exline reported the June 1, 2021, System Efficiency Committee was cancelled.

BOARD MEMBER REPORTS:

Director Peterson reported that he thoroughly reviewed the budgets provided by staff for the Budget Workshop, found them to be very detailed and appreciates staff's efforts. **Director Exline** reported that he participated in a Biomass call and would like to see these efforts locally.

EL DORADO WATER AGENCY PURVEYOR REPORT:

Director Peterson reported the next regular meeting is June 9, 2021.

GENERAL MANAGER REPORT:

John Thiel reported on several items:

- Provided a staffing update and announced that Doug Van Gorden retires today after 29 years and that IV Jones has been promoted to Underground Repair Sewer Supervisor.
- Provided a COVID-19 update and reported that the District is pursuing COVID-19 relief funds. **Melonie Guttry** provided information regarding the GoToWebinar software currently used by the District to conduct virtual Board meetings, which expires this month. The Board discussed the cost of the renewal and whether to continue to offer the webinar portion of the virtual Board meetings as opposed to utilizing only the audio portion at no cost. **Julie Ryan** and **Brian Bartlett** provided more information regarding the usage of this software. The Board will be provided more information at the next meeting in order to make an informed decision.

Director Peterson recused himself at 2:31p.m.

- **John Thiel** reported the District is continuing to work with the Tahoe Keys Property Owners Association (Tahoe Keys) and Lukins Brothers Water Company (Lukins) as community Partners and he provided an update regarding the status of their wells and treatment processes. Lukins continues to utilize fill stations while tracking volume and contractor utilization. He further provided details regarding the Lukins and Tahoe Keys interties with the District. The Tahoe Keys

requested the District research water supply alternatives from the District, which will consider costs, process and District improvements that will be required for each of these alternatives. More information will be brought forward to the June 17 regular Board meeting. **John Thiel** addressed questions from the Board regarding the Tahoe Keys acquisition by the District. **Attorney Kvistad** added that Brownstein Hyatt Farber Schreck has been working with District staff regarding steps that will need to be completed for each of the alternatives. In the next two weeks, regulatory and due diligence will be completed on the alternatives and information will be presented prior to and at the June 17 Board meeting.

STAFF/ATTORNEY REPORTS:

None

BREAK AND ADJOURN TO CLOSED SESSION: 2:41 p.m.

RECONVENE TO OPEN SESSION: 2:51 p.m.

- a. Pursuant to Government Code Section 54957(a)/Conference with Labor Negotiators: Memorandum of Understanding with Stationary Engineers, Local 39. Present at this Closed Session will be Agency Negotiators: John Thiel, General Manager; Paul Hughes, Chief Financial Officer; and Liz Kauffman, Human Resources Director.

No reportable Board action

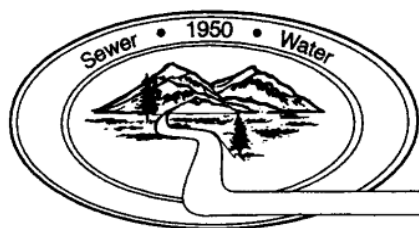
- b. Pursuant to Government Code Section 54957(a)/Conference with Labor Negotiators: Memorandum of Understanding with Management Group. Present at this Closed Session will be Agency Negotiators: John Thiel, General Manager; Paul Hughes, Chief Financial Officer; and Liz Kauffman, Human Resources Director.

No reportable Board action

ADJOURNMENT: 2:52 p.m.

Kelly Sheehan, Board President
South Tahoe Public Utility District

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6a

TO: Board of Directors

FROM: Paul Hughes, Chief Financial Officer

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Water and Sewer Capacity Charge Studies

REQUESTED BOARD ACTION: Approve the Proposal from HDR Engineering to prepare water and sewer capacity charge studies in an amount not to exceed \$32,625.

DISCUSSION: The District's current water and sewer capacity charge studies and associated reports were last prepared in 2006 and 2008. Two major components utilized to develop capacity charges are current, in-use infrastructure and future infrastructure needs (CIP). Both of these components have changed significantly since completion of the last studies. Also, the District's current capacity charges are fixed based on water connection size and number of sewer units needed for a project, and don't include a variable, or scalable component based on size or use of the project. Staff understands that the Board is desirous of developing a capacity charge methodology and structure which will allow for a reduced cost for smaller living units, such as multi-family and affordable housing developments while remaining equitable.

Shawn Koorn with HDR Engineering has been working as the District's rate consultant for approximately ten years and has extensive experience developing service charge rates as well as capacity charge rates. Locally, Mr. Koorn has completed capacity charge studies for Tahoe-Truckee Sanatation Agency, North Tahoe Public Utility Distrct and Truckee Sanitary District. For each of these agencies, Mr. Koorn developed scalable capacity charges which included a fixed (base charge) component and a variable component, allowing for flexibility when applying the charges to different types of development. In addition to the examples noted above, Mr. Koorn has completed capacity charge studies for many other California agencies.

Included in HDR's Proposal to develop the capacity charge studies and reports for the District are several meetings with District staff to insure complete understanding throughout the process, and three in person public presentations during Board meetings to insure complete transparency to the Board and public, including the development community. The project from beginning to end is expected to take approximately six months to complete.



June 1, 2021

Mr. Paul Hughes
Chief Financial Officer
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

Subject: Water and Sewer Capacity Charge Study

Dear Mr. Hughes:

The South Tahoe Public Utility District (District) requested technical and professional assistance from HDR Engineering, Inc. (HDR) to update the District's water and sewer capacity charges. Over the last ten years HDR has assisted the District in the development of cost-based water and sewer rates. This provides HDR with a unique understanding of the District's data and information and approach to establishing cost-based rates and fees.

A key element of the District's overall funding approach is the use of capacity charges to maintain equity between existing and new customers and the financing of capacity related projects for the water and sewer utilities. The District's capital plan, planning documents, and planned development are key inputs into this process. Another element of this study is reviewing, and updating as necessary, the District's approach to implementing capacity charges for accessory dwelling units (ADUs). The State of California has recently updated the requirements of how ADUs are charged capacity charges and this study will assist the District in evaluating the appropriate approach moving forward. Finally, an important element of this study will be working with the development community in a positive and effective manner.

HDR is highly qualified to perform this work for the District based on our technical skills and experience in this specialized area of expertise. The proposed project manager, Shawn Koorn, has assisted the District since 2011 in the development of water and sewer rates. HDR is very effective in communicating and working with the District Board and development community to outline the key policy issues and approaches to establishing cost-based capacity charges.

We appreciate this opportunity to submit our proposal to the District. We look forward to discussing our proposal with you. If you have any questions, feel free to reach out to Shawn Koorn at (425) 450-6366 or at shawn.koorn@hdrinc.com.

Sincerely,
HDR Engineering, Inc.

Holly L.L. Kennedy, PE
Senior Vice President

Shawn W. Koorn
Associate Vice President

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Appendix A – Key Project Team Member Resumes

1. Overview of HDR Engineering

1.1 Introduction

HDR Engineering, Inc. (HDR) is a well-established and highly respected firm with technical and professional expertise in a variety of areas, including rate and fee setting. Formed in 1917, HDR provides engineering and consulting services and scientific studies to clients across the U.S. and abroad. HDR is a national firm with approximately 10,000 employees in 225 offices worldwide providing architectural and engineering services. HDR's engineering group is subdivided into three regions, of which our Folsom office is in the Western region. Each local office is managed by a Department Manager with the authority to enter into agreements with our clients. In total, HDR has 14 offices in California.

HDR has a Utility Rates and Finance Group, consisting of financial analyst, accountants, and economists who have attained a national reputation in the areas of financial planning, utility rates and fees. Each study is led by a project manager who has extensive experience in utility financial planning and rates. To provide a successful study, our project teams are staffed with dedicated utility financial/rate analysts. Finally, we leverage our local office personnel to provide engineering and planning expertise to our study, given that financial/rate studies are a blend of financial/rate expertise and engineering/planning expertise. HDR combines innovation with practical, cost-effective solutions which are tailored to the needs of each client.

1.2 HDR's Qualifications and Relevant Experience

As noted above, HDR has an established Utility Rates and Finance Group to specifically address the issues of comprehensive planning, asset management, and rate and fee studies. HDR provides these services to water, wastewater, recycled water, stormwater, solid waste, and electric utilities. Lead by nationally recognized experts, it is not surprising that HDR has attained a national reputation in the area of financial planning, rates and fee studies and a more detailed discussion will demonstrate why we can make this claim.

The District desires to retain a qualified professional rate consultant experienced in municipal utility financial planning, rate setting and connection fees. HDR's qualifications and experience are well-matched to the District's needs. These are:

- ▶ **California and Local Rate Setting Experience**

Rate setting in California poses unique legal requirements and challenges. **For many years, HDR has worked extensively in California on rate and fee issues and, as a result of our expertise in this area, we have always successfully navigated the legal rate and fee setting environment.** Each utility is unique and as a result, they must be independently analyzed.

- ▶ **California Municipal Rate and Fee Clients**

HDR has worked extensively and successfully with a number of California water and wastewater utilities. **Among our more prominent California rate and fee clients are the cities of San Luis Obispo, Santa Barbara, Folsom, Stockton, Woodland, Santa Maria, and Santa Cruz.** In addition to our prior work with the District, we have also worked extensively in the Lake Tahoe Basin with the Tahoe District PUD, North Tahoe PUD,

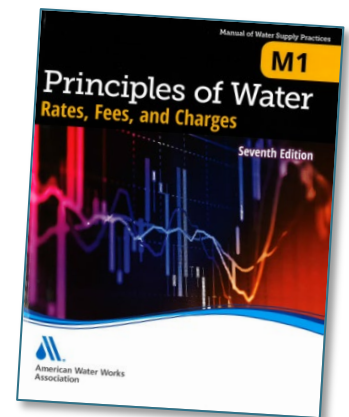
Truckee Sanitary District, Truckee Donner PUD, Olympic Valley PSD, Tahoe-Truckee Sanitation Agency, Alpine Springs County Water District, and Northstar CSD in addition to many other special purpose districts throughout California.

▶ **Track Record of Quality Project Delivery, On-Time and Within Budget**

HDR has a very strong record for quality work products, which are on-time and within budget. **Our prior work with the District provides the best proof of our ability to deliver a quality study.**

▶ **Excellent Communication Skills**

Ultimately, the success of all rate and fee studies hinges on the ability to convey complex and detailed information to the governing body in order to gain support for the study's recommendations. **A study with a strong technical analysis may fail due to the inability of the consultant to explain the study's findings, conclusions, and recommendations in a clear and understandable manner.** HDR believes communication is the key attribute which sets us apart. As nationally recognized experts, HDR project team members teach a number of courses and workshops on the subjects of financial planning, revenue requirements, cost of service, rates, and connection fees. In particular, **HDR's proposed Project Manager, Shawn Koorn, is a co-instructor for the 3-day AWWA Seminar, Rate Setting Essentials**, which is dedicated to the issues of the theory and methodologies associated with utility financial planning, cost of service, rates, and connection (capacity) fees. The ability to communicate and explain complex ideas, principles, and ideas in easy to understand terms is what makes these seminars and our public presentations so successful. In addition, HDR staff have been active in developing publications and manuals in this area of expertise, such as the AWWA M-1 manual.



In addition to the above attributes, HDR also brings to the District the following additional attributes:

▶ **Practical Work Experience within Utilities**

HDR personnel have been involved in every facet of actual utility operations. Prior to consulting, many of our employees have spent considerable time working for a utility or regulatory agency. This understanding of the day-to-day workings of a utility is invaluable in attempting to work with clients and manage projects in an efficient and cost-effective manner. We understand the challenges of limited time and budgets and, therefore, work with our clients to provide the most efficient and cost-effective solutions. Having said that, HDR does not cut corners or scrimp to conduct our studies. **HDR understands that all of our studies must be comprehensive in nature and legally defensible.**

▶ **Breadth of Consulting Services Provided by the Project Team**

HDR, by virtue of being a multi-disciplinary engineering and consulting firm has a number of individuals with highly specialized expertise, such as financial planning and rates and fees. While one of the areas that HDR does specialize in is financial planning, cost of service and rates/fees, HDR does not lose sight of the overall need for good utility management and engineering practices. When necessary, HDR can draw on the other areas of expertise that



are contained in the firm. **HDR has experts available in every area of utility operations and management, including master planning and asset management.**

▶ **Depth of Experience in Rate and Fee Related Issues/Projects**

HDR personnel have performed hundreds of water and sewer capacity charge studies throughout California and the U.S. By virtue of working with a wide variety of utilities (large and small) and in a variety of locations, we have an intimate understanding of the trends and practices occurring in the industry. **Our experience and knowledge of the industry and current practices brings great creditability to our analyses and resulting recommendations.** This diversity simply adds breadth of knowledge and expertise to all of our projects.

As can be seen, our combination of knowledge and experience make us highly qualified in the area of cost of service rate setting and capacity charge studies. However, HDR believes that the best way to understand the quality of services provided by HDR is to talk to our clients.

1.3 Summary

This section of our proposal has provided a brief overview of HDR and our qualifications to conduct the District's capacity charge study. The next section of our proposal will provide a discussion and overview of our proposed project team organization and each specific team member.

2. HDR's Project Team and Key Personnel

2.1 Introduction

This section of the proposal will discuss our project team organization, key project team members' qualifications, and their level of participation in the study.

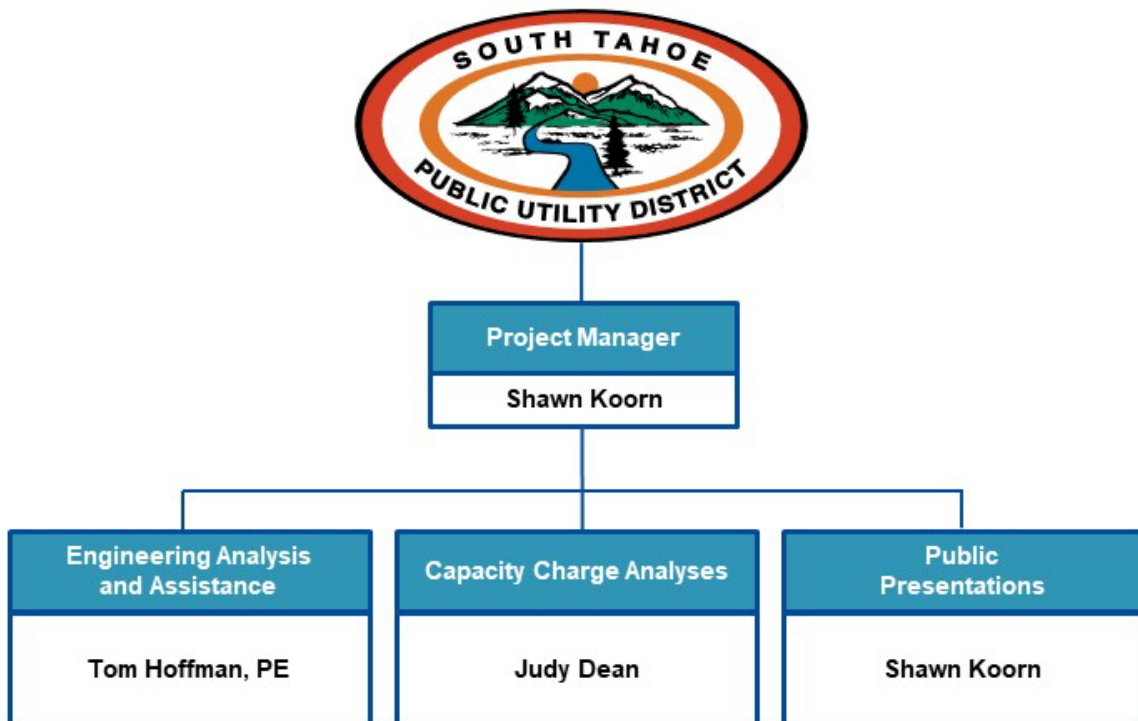
2.2 HDR's Project Team

HDR's highly experienced Utility Rates and Finance Group has the technical expertise needed to conduct the District's water and sewer capacity charge study. The key project team members to be assigned to this study are nationally recognized experts in rates and capacity charge studies, along with local engineering expertise. For this study, Shawn Koorn will be the project manager and lead the development of the Technical analysis and Judy Dean will develop the technical analysis. Engineering support will be provided by Tom Hoffman, PE.

“The key project team members to be assigned to this study are nationally recognized experts in rates and capacity charge studies, along with local engineering expertise.”

2.2.1 Project Team Organization

The proposed organizational chart for the District's study is provided below. No subconsultants have been assumed necessary or included for the District's study.



2.2.2 Key Project Team Members

Provided below is a brief discussion of our key project team members' expertise, their roles in the project, and their experience related specifically to this project.

Shawn Koorn – *Project Manager*



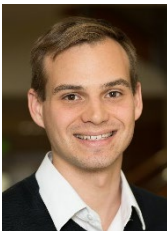
- Nationally recognized financial/rate expert with over 20 years of experience in utility rate and capacity charge fee setting
- Project Manager for the fee studies for TCPUD, NTPUD, TSD, TTSA, OVPSD, and the cities of San Luis Obispo, Santa Barbara, Stockton, Woodland, Folsom, and Otay Water District
- Highly experienced in Proposition 218 and §66013 issues; managed numerous rate and capacity charge studies for California utilities
- Co-instructor for the AWWA *Rate Setting Essentials* Seminar
- Contributing author to the AWWA M-54 manual, *Developing Rates for Small Systems*

Judy Dean – *Senior Financial/Rate Analyst*



- More than 25 years of experience in utility financial planning, rate setting and capacity charge fee studies
- Conducted capacity charge modeling and analysis for numerous California utilities including TTSA, TSD, NTPUD, OVPSD, Otay Water District, Padre Dam Municipal Water District, Sacramento Suburban Water District, and the cities of Folsom, Santa Barbara, and Woodland, California
- Washington State Certified Public Accountant – Inactive
- Prior to joining HDR, worked for a municipal utility as a Finance Department Accountant

Tom Hoffman, PE – *Water/Sewer Engineering Analysis and Assistance*



- Water/wastewater engineer with more than five years of focused experience in the condition assessment and design of pipeline projects
- Provided engineering support for the STPUD Primary Clarifier and Aeration Basin Rehabilitation Improvements project, and the STPUD Wastewater Treatment Plant Concrete and Coatings Evaluation Assessment
- Master of Science in Civil Engineering
- California Professional Civil Engineering License No. 88490

Should other individuals be required for the District's study, HDR has numerous qualified individuals available to meet other specific technical needs associated with this study. If additional staff or technical expertise is needed, HDR will notify the District to obtain prior approval. The staff described above will be dedicated to the District's study until its successful completion.



2.3 Summary

This section of the proposal has provided an overview of HDR's proposed project team organization and each individual project team member. HDR has proposed a project team composed of both nationally recognized rate experts and local engineers knowledgeable in the District's system.

3. Proposed Scope of Services

3.1 Introduction

Given our understanding of the District’s requested services, HDR has developed a detailed project approach (i.e., scope of services), by major task, for the District’s study. For each task, HDR has provided a summary of the task. For those interested in the more technical details of a specific proposed task, a brief discussion of the general approach and key issues is provided. Within our detailed scope of work, unless noted otherwise, the scope of services and project approach for the water utility is identical to the sewer utility.

3.2 Proposed Scope of Services

In reviewing the scope of services, it is important to note that at the time of the development of this proposal, certain COVID restrictions and mandates are in place. How long these restrictions and mandates may be required, or how they may impact the delivery of this study, is unknown. Given that, it is presumed that HDR and the District may need to be flexible in terms of meetings (in-person versus virtual/video conference). Ideally, HDR believes face-to-face meetings are the most effective, but recognizes we all must safely navigate through the current pandemic.

Provided below are the proposed tasks for the water and sewer capacity charge study. HDR has developed this scope of services based upon our understanding of the District’s current needs and HDR is certainly willing to modify and adjust our project approach (scope of services) to meet the specific goals and objectives of the District.

Task 1 – Initial Project Meeting

Task Objective: Bring the HDR project team, and District management and staff together, at the start of the project, to allow both parties to have a mutual understanding of the goals, objectives, issues and concerns related to the study. Review the scope of work, project time schedule, and initial data request.

Task Approach:

- Schedule a virtual initial project meeting.

Expected District Staff Support for Task 1:

- Have key management/project team members attend a 2-hour planning meeting.
- Confirmation of the District’s goals and objectives for the study.

Deliverables as a Result of Task 1:

- Identification of objectives, issues and concerns by both parties.
- Virtual project meeting to get the study off to a positive start.

Key Issues Associated With Task 1: The initial project meeting is important to the overall success of the study since it provides a key foundation for the capacity charge study process (project team coordination). This meeting allows both parties to discuss in detail the overall goals and objectives for the water and sewer capacity charge study, while at the same time discussing any issues and concerns that either party may have. It is proposed that the initial project meeting be approximately 2 hours in length, and held virtually given the relationship and familiarity between the District and HDR.

Task 2 – Data Collection and Review

Task Objective: Provide a written data request detailing the data and information necessary to complete the study. Reivew and provide feedback to the District on any outstanding data constraints.

Task Approach:

- Provide a detailed written data request to the District identifying the data and information necessary to complete the study for utility.
- Identify any problem areas and quickly resolve.

Expected District Staff Support for Task 2:

- Gather the data requested in the written data request provided by HDR.

Deliverables as a Result of Task 2:

- An initial written data request to the District and identification of any data constraints.

Key Issues Associated With Task 2: HDR will provide a written data request to the District prior to the initial project meeting so that it can be discussed at the meeting and any problem areas quickly resolved. The data and information requested for this study should be, for the most part, readily available information (financial, statistical, planning, etc.). HDR will review the data and information and contact the District with any questions or clarifications.

Task 3 – Review of the Existing Capacity Charge Methodology

Task Objective: Review and evaluate the District’s most recent capacity charge studies to gain an understanding of the general methodology utilized. Consider the District’s current issues and concerns and either validate the existing methodology or recommend modifications and changes to the methodology to update the charges.

Task Approach:

- Review the current capacity charge methodology.
- As appropriate discuss and recommend alternative methodologies.
- Review water and sewer planning documents and capital improvement plans.

Expected District Staff Support for Task 3:

- Provide a copy of the District’s most recent capacity charge studies, planning documents, and current long-term CIP documents, etc.
- Provide HDR with an understanding of any concerns or issues with the current methodology.
- Attend a one-hour virtual project meeting to discuss the finding of the review of the methodology.

Deliverables as a Result of Task 3:

- A technical review of the District’s current water and sewer capacity charge methodology.
- As appropriate, validation of the existing methodlyg, or the discussion of alternative methodologies.
- A one hour virtual project meeting to review and discuss the approach and methodology for the proposed capacity charges.

Key Issues Associated With Task 3: As a part of our review, HDR will consider generally accepted methodologies in the context of the District’s current capacity charges. There are different methodologies which may be used to calculate a capacity charge, and it is the application of the appropriate methodology to the current District conditions which is the focus of this task. At the same time, within each methodology there is the issue of the appropriate valuation of the assets within the methodology. In part, the methodology selected is dependent upon available capacity (buy-in method, incremental (future) method or the combined method).

HDR will work with District management to review these methodologies and update the analysis as appropriate. A key question in this review is the method used to assess the fees and the methodology should provide the appropriate units for assessing the fees (e.g., meter capacity, equivalent units, etc.).

HDR does not anticipate any major changes to the overall methodology of valuing the capacity charge, but the issue of how the capacity of a new customer is determined and assessed is certainly an open issue, in regards to accessory dwelling units (ADUs) and California State requirements, and is discussed in more detail in Task 5.

Task 4 – Update the Water and Sewer Capacity Charges

Task Objective: Utilizing the results of Task 3, update and develop cost-based water and sewer capacity charges.

Task Approach:

- Review the most recent master and/or comprehensive plans for each utility.
- Utilize the District’s current long-term capital plan and review the proportion of future projects related to growth or expansion of the utilities.
- Review the definition of an equivalent unit for each utility.
- Evaluate the any credits so that customers don’t pay twice, once through the capacity charge and again through rates.

Expected District Staff Support for Task 4:

- Provide “as needed” assistance to clarify the District’s data and information during the development of the analysis.
- Work collaboratively with HDR in the review of growth assumptions, definition of an equivalent unit, capital allocable to growth (expansion), and other key study assumptions
- Participate in a conference calls and virtual project meetings review the draft, and draft final, analyses.

Deliverables as a Result of Task 4:

- Development of cost-based water and sewer capacity charges.
- Development of a definition of an equivalent unit.
- Up to two, two hour, virtual project meetings to review and discuss the development of the water and sewer capacity charges.
- An electronic copy (PDF and Excel) of the capacity charge analyses.

Key Issues Associated With Task 4: From the results of the prior task, HDR and the District will have refreshed their understanding of the methodology to be used for the update of the District’s capacity charges, and the approach and methodology for this study. A capacity charge is typically established based upon the value of each utility’s capacity and the amount of capacity needed to serve the new customer. The objective of these charges is to bring equity between existing and new customers. The development of cost-based capacity charges is also important from the perspective of the overall financial stability of the utilities. Capacity revenue is used to finance growth-related infrastructure, or growth-related debt service. As a general philosophy, most utilities prefer to have “growth pay for growth.” This statement implies the development and implementation of cost-based capacity charges. In developing these charges, it is important to create a “nexus” or connection between new development and the new or expanded facilities required to accommodate such development. This establishes the rational basis of public policy, while, at the same time, reflecting the legal requirements as outlined in Government Code Section 66013. To meet this requirement HDR will use the planning and

design criteria within the District’s planning documents (e.g. comprehensive or master plans) for each utility to determine the facilities necessary to provide a new unit of service, stated in terms of an equivalent dwelling unit (EDU).

There are a number of different methodologies which may be used to establish capacity charges.¹ The key issue from the perspective of this study is to have a solid foundational understanding of these different methodologies (which HDR does) and then appropriately apply the methodologies based upon the specific circumstances of the District’s water and sewer utilities (e.g., available excess capacity, no excess capacity/expansion needed). This task will develop the capacity charges using current costs, or the value of a unit of capacity, and the appropriate methodology which best reflects the water and sewer utility’s current condition and situation. Specifically, HDR will update the District’s connection fees using District asset records, CIP, and financing data to determine a cost-based water and sewer capacity charges. The charge is generally calculated on a component-by-component basis. That is, the charge for water includes supply and treatment, storage, distribution and transmission, and general plant. For sewer, it includes treatment, collection, and general plant as the plant components. Once each component is determined, all components are combined, resulting in the total capacity charge per EDU.

“It is important to create a “nexus” or connection between new development and the new or expanded facilities required to accommodate such development. This establishes the rational basis of public policy.”

As a part of the study process, HDR will review any associated credits required to be given to new development to assure that customers do not “pay twice”; that is, once through rates (paying debt service) and once through the capacity charge. This study will include a review of any outstanding debt issues which are paid via rates, and accounting for any grant funded assets or developer contributed facilities. At this point, the net draft capacity charge for each utility will be calculated.

Customers with larger meters or requiring more service than one EDU are then charged accordingly, applying industry standard capacity weighting factors for meter size equivalencies or by determining the number of EDUs served, and charging accordingly [note: this aspect of the administration of capacity charges is addressed in more detail in Task 5). The draft capacity charges for each utility will be reviewed with District staff at two virtual project meetings and finalized based on the District’s project team feedback and input.

¹ For example, there are at least four different methods to value the District’s assets. There are also three different methods for calculating capacity charges; the buy-in methodology, incremental methodology, and the combined methodology.

Task 5 – Review of the Administration and Implementation of Charges

Task Objective: Using the results of the prior task, review the methods the District uses to administer the current charges to provide equitable and cost-based fees to all customers.

Task Approach:

- Review the current administration and implementation of the capacity charges.

Expected District Staff Support for Task 5:

- Discuss with HDR the current approach to administering and implementing the water and sewer capacity charge.
- Attend a two hour virtual project meeting to discuss the administration and implementation of the capacity charges.

Deliverables as a Result of Task 5:

- Using the definition of an equivalent unit in Task 4, develop a recommended implementation approach.
- Review of implementation methodologies that provide a scaled, or other alternatives, that provide “affordable” capacity charges for various residential customers.
- Review the implementation of the approach for accessory dwelling units (ADUs).
- A two hour virtual project meeting.

Key Issues Associated With Task 5: While the calculation of the capacity charges are a major milestone for the study, another important aspect of the study is the appropriate and equitable application of the fees. While the fees provide a fee stated in a \$/EDU, it often poses challenges to the utility staff in the appropriate and equitable application of the fees.

One of the areas to review, is the application of fees for accessory dwelling units (ADUs). California has specific legislation in place for ADUs. This study will reflect the current environment and approach to establishing capacity charges for ADUs. Another current issue is the “scaling” of capacity charges that provides an “affordable” capacity charge to residential units. HDR has recently completed several studies in the Tahoe Basin using a scalable approach.

Finally, from an overall implementation approach, for a water utility, meter capacity is a common approach of implementing the charges. For sewer, it is generally a definition of an equivalent unit. This study will review alternative methods for assessing the capacity charges for the District’s customers while taking into account the legal requirements and District and community goals. As this task progresses, a two hour virtual project meeting will be held to review and discuss the administrative and implementation approach.

Task 6 – Development of the Final Capacity Charges

Task Objective: Develop the final cost-based water and sewer capacity charges.

Task Approach:

- Incorporate and update the draft capacity charge analyses to reflect the final recommendations.

Expected District Staff Support for Task 6:

- Provide input and review of the final capacity charge analyses.
- Attend a two hour virtual project meeting.

Deliverables as a Result of Task 6:

- Final water and sewer capacity charge analyses.
- Two hour virtual project meeting to review the final analyses.

Key Issues Associated With Task 6: Based on the prior tasks, this task will develop the final cost-based water and sewer capacity charges. HDR will incorporate the discussions and input from the prior tasks to develop the final analyses. A two hour virtual project meeting will be held to review and discuss the final capacity charge analyses.

Task 7 – Written Documentation

Task Objective: Provide a written report to summarize the findings, conclusions and recommendations of the water and sewer capacity charge analysis.

Task Approach:

- Develop the draft report for review and comment by the District.
- Incorporate any changes or comments from the draft into a draft final report.
- After District Board adoption or implementation develop the final written report.

Expected District Staff Support for Task 7:

- Review and comment on the draft written report.

Deliverables as a Result of Task 7:

- An electronic version (e.g., Microsoft Word) of the draft, and final, written report.

Key Issues Associated With Task 7: Upon completion of the technical analyses, HDR will develop a draft of the written report for the District for District review and comment. Based upon District staff, and District legal counsel, feedback, HDR will develop a draft final report. The draft final report will be presented to District Board. After the adoption, or implementation, of the water and sewer capacity charges, HDR will provide the District with a final written report in electronic format which will document the public process and Board direction.

HDR's written reports are intended to be comprehensive in nature and document the activities undertaken as a part of the project, along with our findings, conclusions, and recommendations. Attached to the report will be the exhibits developed as a part of the study. This provides complete documentation and an administrative record of the District's water and sewer capacity charge study.

Task 8 – Public Meetings/Presentations

Task Objective: Provide effective public presentations of the findings, conclusions and recommendations of the study to the District Board and the public.

Task Approach:

- Develop presentation materials for three (3) meetings with the District Board.
- Shawn Koorn, the HDR Project Manager, will attend all public meetings/presentations².

Expected District Staff Support for Task 8:

- Review and comment on any proposed handouts for public meetings.

Deliverables as a Result of Task 8:

- Three (3) public presentations to present the findings, conclusions and recommendations of the capacity charge study.

Key Issues Associated with Task 8: The overall quality and value of a capacity charge study is often measured by the quality of the public presentation process. HDR excels at this aspect of the study and our ability to clearly communicate while highlighting the key study issues and policy-related issues has allowed HDR to successfully assist utilities through the capacity charge setting process.

Capacity charges primarily impact the development community. Given that, it is important to keep the development community aware and informed of the capacity charge study, and to allow for adequate input and feedback. To that end, HDR has included up to three public meetings or presentations as part of the study. The HDR project manager will attend and present at these public meetings/presentations. If additional public meetings are required or desired, they can be provided on a time and materials basis.

Task 9 – Capacity Charge Models

Task Objective: Provide a copy of the computer models developed as a part of this water and sewer capacity charge study.

Task Approach:

- Develop a water and sewer capacity charge model using Microsoft Excel.

Expected District Staff Support for Task 9:

- None required.

Deliverables as a Result of Task 9:

- A copy of the computer spreadsheet model(s) used to develop the District's water and sewer capacity charge study.

Key Issues Associated With Task 9: The development of the water and sewer capacity charge analyses will require the development of an Excel model. The model will be specifically developed for the District and provide the flexibility to consider different valuation methods (original cost, original cost less depreciation, replacement cost, replacement cost less depreciation). The model will also be detailed by plant component (e.g., supply, treatment, transmission, distribution storage, mains) to allow for the inclusion or exclusion of costs within

² Depending upon COVID restrictions at the time of the public meetings, HDR's public presentations may need to be virtual or video conference.

the methodology. Finally, if applicable, the model will be segregated between the buy-in component (existing assets) and future (incremental) assets. At the conclusion of the study, HDR will provide an electronic version (copy) of the model. As a part of this scope of services, HDR has not included the need for a user manual or training session.

Task 10 – Project Administration/ Quality Control

Task Objective: Provide effective project management and administration of the study. Provide a quality control review and evaluation of the study and all technical analyses.

Task Approach:

- HDR Project Manager is responsible for project administration and technical analysis.
- HDR QA/QC procedures and documentation to be used for quality control. HDR Project Manager is responsible for meeting and fulfilling all QC requirements.

Expected District Staff Support for Task 10:

- District’s PM work closely with HDR’s PM to internally coordinate the study and address any issues.

Deliverables as a Result of Task 10:

- Project administration – HDR PM provides routine updates to the District’s PM on the status of the study.
- QA/QC review process provided for the study and technical analyses.

Key Issues Associated With Task 10: HDR’s Project Manager is responsible for the overall quality of the study and meeting the expectations of our clients. Our successful projects are accomplished through our PM’s close coordination and communication with the District’s PM.

HDR has a specific and detailed QA/QC process for all of our projects. This study will be reviewed using HDR’s company-wide Quality Assurance/Quality Control (QA/QC) Program. All QA/QC processes and reviews are internally documented. HDR’s QA/QC process focuses on prevention rather than detection and being proactive rather than reactive. For the District’s study, Tom Gould, will provide the overall quality control. Tom is a nationally recognized expert in financial planning and rate setting, and he has over 40-years of experience.

This concludes HDR’s discussion of our project approach (scope of work) for the District’s water and sewer capacity charge study. This scope of work has been developed based upon our limited understanding of the District’s needs. Our proposed scope of services may be modified to meet the specific needs of the District.



3.3 Keys to a Successful Study

Both HDR and the District desire project success. To that end, HDR has identified the following areas as the keys to success for this study.

Project Team Coordination – For a capacity charge study **to be successful, HDR and the District must work together closely and collaboratively.** This will be achieved through close communication and a number of project meetings during the course of the study to keep the District informed of the status of the study and any project issues.

Long-Term Sustainable Funding – A well-managed utility is constantly looking ahead and develops a path (i.e., a financial plan) to adequate, long-term sustainable funding for O&M and capital infrastructure funding. **The capacity charge study will provide a key component to the District’s overall capital funding plan to meet the infrastructure needs of new growth and expansion on the water and sewer systems.**

Implementation – One of the challenges of establishing cost-based capacity charges is the implementation approach to maintain equity between customers. **A well-thought-out impregnation approach will outline the key policy issues and provide the basis to maintain equity between customers and promote the District’s growth related goals and objectives.**

District Board/Public Acceptance – Ultimately, the findings, conclusions and recommendations of the study need to be accepted and adopted by the District Board and the development community. A sound strategy for public presentations which focuses on the key policy issues and **communicating in a clear and easy to understand manner will provide significant value to the District.**

On-Time Completion, Within Budget – Allocation of adequate resources, skilled project management and effective project management controls (tools) will provide the foundation for the successful completion of the study; on-time and within budget.

3.4 Summary

This section of HDR’s proposal has provided our proposed project approach. HDR’s approach is unique in that our analyses are tailored to the specific and unique characteristics and facilities of the District’s water and sewer systems.

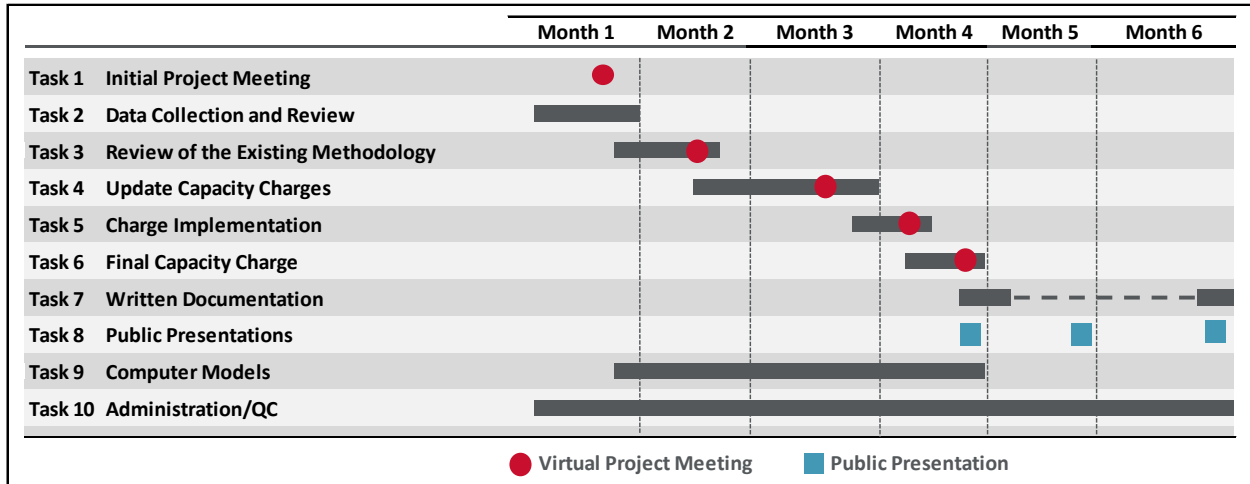
4. Project Time Schedule

4.1 Introduction

The previous section of the proposal provided a detailed discussion of the proposed scope of services for the District’s water and sewer capacity charge study. This section of the proposal will provide a proposed project time schedule, by project task.

4.2 Project Time Schedule

A study of this complexity generally requires four to six months to complete, depending upon a number of factors. These factors include the amount of time required by the District to collect the necessary data, the quality of the data provided, the complexity of the issues to be addressed, the ability to schedule meetings with District staff in a timely manner. More importantly, in addition to those factors, the project will require timely feedback and policy direction from the District Board. Based on the scope of services developed in the previous section, HDR developed the following proposed project time schedule, delineated by task.



As the capacity charge study progresses, HDR has assumed a number of virtual project meetings to review the technical analyses and gain feedback from District staff and public presentations to the District Board to gain policy level direction and implementation of the capacity charges.

4.3 Summary

This section of the proposal has provided a proposed project time schedule based upon the scope of services discussed in Section 3. If needed, HDR is willing to work with the District to modify our proposed project time schedule to meet the District’s schedule.

5. Project Examples

5.1 Introduction

HDR believes the best demonstration of our knowledge, experience, and skills is provided by our past capacity charge (connection fee) studies with other water and sewer utilities. While no two projects are ever the same, HDR believes the following list of projects and clients demonstrates our ability to successfully complete the District's study.

5.2 Project Examples

Provided below are descriptions of similar projects recently completed by HDR.

TAHOE-TRUCKEE SANITATION AGENCY – SEWER CONNECTION FEE STUDY

In 2019, HDR completed a sewer connection (capacity) fee study for the Tahoe-Truckee Sanitation Agency (TTSA). TTSA provides regional treatment to the agencies in the North Lake Tahoe Area. The study methodology reflected the capacity available in the regional treatment system. As part of the study, the Board requested a scalable fee based on square footage of the residential home, commercial fees are based on the type of business and estimated flow rates. TTSA reviewed several alternative approaches as part of the study. For the scalable fee, TTSA provided a baseline of the average residential home in the Truckee area. The calculated fee included a base minimum charge and a square footage charge. The TTSA Board evaluated several minimum charge levels as part of the study. The study alternatives and approaches were presented to the Board at several regularly scheduled Board meetings. A final written report was provided to TTSA to document the study.

NORTH TAHOE PUD – WATER AND SEWER RATE AND CONNECTION FEE STUDY

HDR completed a water and sewer rate and connection (capacity) fee study for the PUD in late 2019. As part of the study, the current connection fee methodology was reviewed and it was determined that the approach be revised to better reflect the PUD's current capacity levels and value of capacity. As part of the study, the PUD also requested the review of an alternative approach based on the scalable methodology implemented by TTSA. HDR worked with PUD staff to develop an approach and presented the alternatives to the Board for consideration. At the completion of the study, the final recommendations were presented to the Board and public for review and comment. A final report was developed and provided to the PUD at the completion of the study.

TRUCKEE SANITARY DISTRICT – SEWER CONNECTION FEE STUDY

HDR recently (early 2021) completed a sewer connection (capacity) fee study for the District. The District approach had not been updated in many years. Given this, and the recent completion of several planning documents, the District requested the fee approach and level be evaluated. The study calculated a cost-based connection fee based on the value of the capacity available in the District's sewer collection system. Similar to TTSA, the District also requested the development of a scalable approach. HDR developed several alternative approaches for Board consideration. At the completion of the study, the final recommended approach was presented to the Board for implementation along with a final written report.



In addition to the above project examples, HDR recently completed capacity fee studies for the following California agencies:

- Olympic Valley PSD
- City of San Luis Obispo
- Dublin San Ramon Services District
- Sweetwater Authority
- City of Folsom
- City of Santa Barbara
- City of Stockton
- Big Bear Area Regional Wastewater Agency

As can be seen, HDR has recently assisted several California water and sewer agencies through the development of capacity fees and is well qualified to complete the District's study

5.3 Summary

The above project examples provide insight into HDR's ability to successfully complete the District's water and sewer capacity charge study. In addition to the above examples, HDR has also provided capacity charge studies to utilities across the U.S. and Canada



6. Cost Estimate

6.1 Introduction

This section of the proposal discusses HDR’s project fee estimate to conduct the District’s water and sewer capacity charge study. The cost estimate is based upon the scope of services, as described in Section 4.

6.2 Fee Schedule – Hourly Billing Rates

The estimated project fees were developed based upon the previously discussed scope of services. For each task, the labor hours, by individual, was developed. The total labor hours were then applied to the current hourly billing rates for each individual. For the proposed study, the following hourly billing rates were used to establish the proposed fees for this portion of the study. These rates will be in effect through the course of the study (through 2021).

<u>Individual</u>	<u>Project Role</u>	<u>2021 Hourly Rate</u>
Shawn Koorn	Project Manager	\$290.00/hour
Judy Dean	Senior Financial/Rate Analyst	\$210.00/hour
Tom Hoffman, PE	Engineering Assistance	\$210.00/hour
Others	Project Administrative/Clerical Support	\$135.00/hour

The billing rates shown above cover payroll cost, employee benefits, and HDR overhead and profit.

In-House Expenses:

Vehicle Mileage	Current Federal Travel Regulation (FTR)
Black/white Photocopies (per copy)	\$0.05 to \$0.09
Color Copies (per copy)	\$0.15 to \$0.30

Direct Expenses:

No markup on expenses. Other direct expenses (e.g., parking, mileage, airfare) will be billed at cost.

Based on the hourly billing rates, and the previously developed scope of work/deliverables, provided below is a summary of the fee estimate for the for the water and sewer capacity charge study.

6.3 Cost Estimate

The cost estimate has been broken down by tasks identified in the previous section of the proposal, and include the hourly rates by discipline, as well as other direct costs (expenses) anticipated for the study. A summary of the cost estimate is provided below.



South Tahoe PUD Water and Sewer Capacity Charge Study	
Task Description	Total
Task 1 – Initial Project Meeting	\$920
Task 2 – Data Collection and Review	920
Task 3 – Review of Existing Capacity Charge Methodology	1,210
Task 4 – Update the Water and Sewer Capacity Charges	11,980
Task 5 – Review of the Administration and Implementation of the Charges	1,420
Task 6 – Development of the Final Capacity Charges	1,840
Task 7 – Written Documentation	3,260
Task 8 – Public Presentations/Meetings	5,900
Task 9 – Capacity Charge Models	0
Task 10 – Project Administration/Quality Control	<u>2,740</u>
Total Labor	\$30,190
Plus: Expenses	<u>2,435</u>
Total Labor and Expense Cost Estimate	\$32,625

As noted above, the above cost estimate reflects the scope of services as outlined in Task 4. HDR is willing to negotiate a final fee for the study based on a final scope of services. HDR is willing to enter into a “not to exceed” cost of \$32,625.00 for scope of services outlined in this proposal. Should the District request additional services under this contract, the services will be provided at the hourly billing rates noted above. Portions of this fee proposal can be expanded or reduced in conformance with scope adjustments and as mutually agreed upon in writing by the District and HDR.

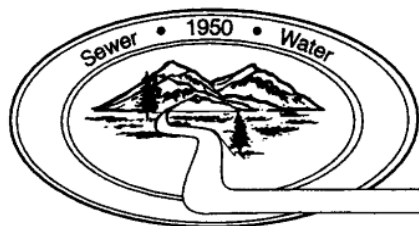
Given the uncertainty with the COVID pandemic, and how it has impacted travel and in-person meetings and presentations, for budgeting purposes travel related costs have been included for the public presentations/meetings. Should travel not occur and virtual meetings be used, HDR will not bill the District for those budgeted travel costs.

6.4 Proposed Method of Payment

HDR proposes that fees be billed monthly on a time-and-material basis in accordance with the unit prices described in the above price proposal. While our services will be billed on a time and material basis, HDR has offered to enter into a “not to exceed” agreement for these services.

6.5 Summary

This section of HDR’s proposal has reviewed the project cost estimate for the proposed scope of services for the District’s water and sewer capacity charge study.



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6b

TO: Board of Directors
FROM: Chris Stanley, Manager of Field Operations
MEETING DATE: June 17, 2021
ITEM – PROJECT NAME: 2020 Urban Water Management Plan and Water Shortage Contingency Plan Adoption

REQUESTED BOARD ACTION: (1) Hold a Public Hearing at 2:00 p.m. to receive public comments regarding the District's 2020 Urban Water Management Plan and Water Shortage Contingency Plan update; and, (2) Adopt Resolution No. 3190-21 for approval of the 2020 Urban Water Management Plan and Water Shortage Contingency Plan Adoption.

DISCUSSION: The District is a designated Urban Water supplier and is required to prepare an Urban Water Management Plan (UWMP) every five years. The 2020 UWMP is complete and ready for the public to provide any comments on the document available at this address <https://stpud.us/asset/8955/>. The goal of the Water Shortage Contingency Plan (WSCP) is to prepare in advance a response for various water shortage conditions. The WSCP is required as part of the water contingency analysis specified by the California Water Code Section 10632.

This meeting is to hold a Public Hearing at 2:00 p.m. to receive public comments regarding the District's 2020 UWMP and WSCP; and, if there are no adverse comments received, adopt Resolution No. 3190-21 approving the 2020 UWMP and WSCP for submission to California Department of Water Resources.

SCHEDULE: Upon Board approval

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Resolution No. 3190-21 and Contingency Plan is available at <https://stpud.us/asset/8955/>

CONCURRENCE WITH REQUESTED ACTION: _____ **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES *JT* NO _____

CHIEF FINANCIAL OFFICER: YES *PH* NO _____

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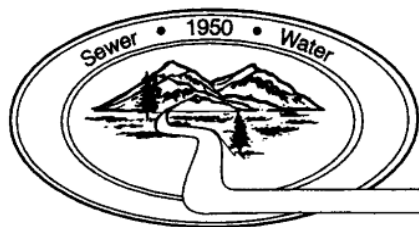
WE, THE UNDERSIGNED, do hereby certify that the above and foregoing Resolution No. 3190-21 was duly and regularly adopted and passed by the Board of Directors of the South Tahoe Public Utility District at a regular meeting held on the 17th day of June 2021, by the following vote:

AYES:
NOES:
ABSENT:

Kelly Sheehan, Board President
South Tahoe Public Utility District

ATTEST:

Melonie Guttry, Clerk of the Board
South Tahoe Public Utility District



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6c

TO: Board of Directors

FROM: Julie Ryan, Engineering Department Manager
Heidi Baugh, Purchasing Agent

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: 2021-2022 Tank Coating Touchups Project

REQUESTED BOARD ACTION: 1) Waive minor irregularities in the bid from Top Line Engineers, Inc.; and, 2) Award the 2021-2022 Tank Coating Touchups Project to the apparent lowest responsive, responsible bidder, Top Line Engineers, Inc., in the amount of \$158,300.

DISCUSSION: On May 6, 2021, the Board authorized staff to advertise for bids for repairs to the interior and exterior coating systems of four remote water tanks and two wastewater tanks located at the Wastewater Treatment Plant. This work is part of the District's newly developed Tanks Asset Management Program, in which tanks will be taken out of service on a five-year cycle for a dry inspection, general maintenance and coatings repairs. The plan for this contract is to touchup one to three tanks in 2021 and the remainder in 2022; only one water tank will be taken out of service at a time. Work will be restricted to the summer months to minimize the need for temperature controls. This Project is not included in the Fiscal Year 2021/22 budget, but staff believes this Project to be a priority to prevent further degradation of these important District assets.

The bid opportunity was advertised on May 11, 2021. On June 3, 2021, the District received four bids, ranging in value from \$158,300 to \$330,300. The District's estimate for this work is \$154,000. A tabulation of the bids received is attached with a breakdown by site. It is important to note that the work was bid on a unit price basis for work performed, rather than lump sum, to account for the inherent unknowns associated with this type of repair work. For bidding, the repair needs were defined based on the reports from the most recent tank inspections, which were performed one to four years ago; the actual repair needs may be greater than was identified in past reports. In any case, the actual cost of repair will vary from the amount bid.

Top Line Engineers, Inc., (Top Line) was the apparent lowest responsive, responsible bidder. Staff has reviewed the bids for conformance with bidding requirements. Staff has performed a review of the three lowest bids received; the results of the bid review are attached with only minor irregularities. Staff recommends that the Board of Directors waive the minor irregularities in Top Line's bid as they do not provide Top Line with a competitive advantage over the other bidders.

Additional costs associated with this work that was not included in this contract will include the purchase and installation of passive cathodic protection at four tanks, engineering services during construction for anode specification and coatings inspections, and the cost of incidental tank repairs by District staff.

SCHEDULE: As soon as possible

COSTS: \$48,600 (TNKSWR); \$109,700 (TNKWTR)

ACCOUNT NO: 1030-/TNKSWR; 2030-/TNKWTR

BUDGETED AMOUNT AVAILABLE: Unbudgeted item – will be funded with contingencies or budget savings throughout the year.

ATTACHMENTS: Bid Summary Memo to Board

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Sewer/Water

GENERAL MANAGER: YES *JR* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

South Tahoe

Public Utility District

1275 Meadow Crest Drive

South Lake Tahoe, CA 96150

Telephone: (530)544-6474 Fax: (530)541-4319

Memorandum

Date: June 17, 2021

To: Board Members, John Thiel

From: Heidi C. Baugh, Purchasing Agent

Subject: 2021-2022 TANK COATING TOUCHUPS PROJECT

At 10:00 o'clock on the morning of June 3, 2021 received four (4) electronic bids via PlanetBids for the above-referenced project. Bids ranged from \$158,300 to \$330,300. The engineer's estimate was \$154,000. A careful review and analysis of the three lowest bids showed only minor deviations. See attached summary spreadsheet and list of deviations for full breakdown of each bid.

Top Line Engineers Inc. is the apparent low bidder. Top Line Engineers Inc. had only two minor deviations.

I contacted the Contractors License Board and was given the following information:

License Number 1000389 is current and active and expires 1/31/2023.

The company is a corporation.

Top Line Engineers Inc. holds a Class C33 – Painting and Decorating License per specification requirements, as well as others including, Class A - General Engineering license.

I also contacted the California Department of Industrial Relations Contractor Registration site and verified that Top Line Engineers Inc. is registered and current under PWCR Number 1000435106.

2021-2022 TANK COATING TOUCHUPS PROJECT
Bid Opening: 6/3/2021 @ 10:00 o'clock a.m.

Deviations, anomalies and other information gathered during bid analysis of the three lowest bids:

ALL BIDDERS failed to consistently adhere to the bid requirement that the “Mob/Demob” bid items “not exceed 10 percent of the associated Bid Schedule without documented justification,...”. BECAUSE this occurred in all bids, it presents NO MATERIAL ADVANTAGE to a single bidder, and therefore is waivable.

Top Line engineers, Inc.

- Bidder's General Information Item 5, name, address and telephone number of surety was not provided; only agent/brokerage information. I was able to obtain this information from the agent/broker and verify that surety and bid bond met specifications.
- Certification by Contractor's Insurance Broker form: filled out form incorrectly, but provided adequate information so that I was able to obtain necessary information and verify that insurance company meets specifications.

Farr Construction Corporation dba Resource Development Company

- Bidder's General Information Item 5, name, address and telephone number of surety was not provided; only agent/brokerage information. I was able to obtain this information from the agent/broker and verify that surety and bid bond met specifications.

Unified Field Services Corporation

- Bidder's General Information, Item 4, contractor mis-typed their DIR Registration Number. I was able to obtain the correct number and verify that Contractor is currently registered with the CA Department of Industrial Relations.
- Bidder's General Information Item 5, name, address and telephone number of surety was not provided; only agent/brokerage information. I was able to obtain this information from the agent/broker and verify that surety and bid bond met specifications.

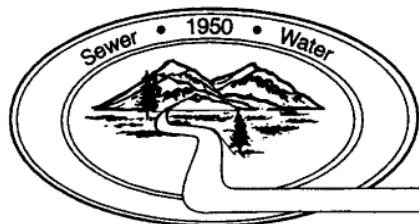
South Tahoe Public Utility District
Bid Results for Project 2021-2022 TANK COATING TOUCHUPS PROJECT

Issued on 05/11/2021

Bid Due on June 03, 2021 10:00 AM (PDT)

Item #	Description	Qty	U/M	Top Line Engineers, Inc.		Farr Construction Corporation		Unified Field Services Corporation		Euro Style Management	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A - Angora Potable Water Tank											
1	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
2	Spot Repairs	1500	SQ. IN	\$1.00	\$1,500.00	\$2.58	\$3,870.00	\$10.00	\$15,000.00	\$3.00	\$4,500.00
3	Large Repairs	2000	SF	\$10.00	\$20,000.00	\$8.97	\$17,940.00	\$21.00	\$42,000.00	\$28.00	\$56,000.00
4	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
5	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
6	Sealing/Caulking	50	LF	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Schedule A Subtotal					\$37,300.00		\$37,160.00		\$67,750.00		\$86,500.00
Schedule B - Forest Mountain Potable Water Tank											
7	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
8	Spot Repairs	2000	SQ IN	\$1.00	\$2,000.00	\$2.58	\$5,160.00	\$13.00	\$26,000.00	\$3.00	\$6,000.00
9	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
10	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
11	Sealing/Caulking	50	LF	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Schedule B Subtotal					\$17,800.00		\$20,510.00		\$36,750.00		\$32,000.00
Schedule C - Lookout Potable Water Tank											
12	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
13	Spot Repairs	2000	SQ IN	\$1.00	\$2,000.00	\$2.58	\$5,160.00	\$10.00	\$20,000.00	\$3.00	\$6,000.00
14	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
15	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
16	Sealing/Caulking	200	LF	\$20.00	\$4,000.00	\$75.00	\$15,000.00	\$13.00	\$2,600.00	\$20.00	\$4,000.00
Schedule C Subtotal					\$20,800.00		\$31,760.00		\$32,100.00		\$35,000.00
Schedule D - Iroquois 1 Potable Water Tank											
17	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
18	Spot Repairs	2000	SQ IN	\$1.00	\$2,000.00	\$2.58	\$5,160.00	\$10.00	\$20,000.00	\$3.00	\$6,000.00
19	Large Repairs	1600	SF	\$10.00	\$16,000.00	\$9.00	\$14,400.00	\$22.00	\$35,200.00	\$28.00	\$44,800.00
20	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
21	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
22	Sealing/Caulking	50	LF	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Schedule D Subtotal					\$33,800.00		\$34,910.00		\$65,950.00		\$76,800.00

Item #	Description	Qty	U/M	<u>Top Line Engineers, Inc.</u>		<u>Farr Construction Corporation</u>		<u>Unified Field Services Corporation</u>		<u>Euro Style Management</u>	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule E - Backwash Wastewater Tank											
23	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
24	Spot Repairs	1000	SQ IN	\$1.00	\$1,000.00	\$2.58	\$2,580.00	\$10.00	\$10,000.00	\$3.00	\$3,000.00
25	Large Repairs	1000	SF	\$10.00	\$10,000.00	\$9.00	\$9,000.00	\$33.00	\$33,000.00	\$28.00	\$28,000.00
26	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
27	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
28	Sealing/Caulking	50	LF	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Schedule E Subtotal					\$26,800.00		\$26,930.00		\$53,750.00		\$57,000.00
Schedule F - Sludge Storage Wastewater Tank											
29	Mob/Demob	1	LS	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
30	Spot Repairs	1000	SQ IN	\$1.00	\$1,000.00	\$2.58	\$2,580.00	\$10.00	\$10,000.00	\$3.00	\$3,000.00
31	Large Repairs	500	SF	\$10.00	\$5,000.00	\$9.00	\$4,500.00	\$47.00	\$23,500.00	\$28.00	\$14,000.00
32	Scaffolding	10	DAILY	\$280.00	\$2,800.00	\$460.00	\$4,600.00	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
33	Dehumidification	2	WEEKLY	\$4,250.00	\$8,500.00	\$1,700.00	\$3,400.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
34	Sealing/Caulking	50	LF	\$20.00	\$1,000.00	\$75.00	\$3,750.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00
Schedule F Subtotal					\$21,800.00		\$22,430.00		\$44,250.00		\$43,000.00
PROJECT TOTAL					\$158,300.00		\$173,700.00		\$300,550.00		\$330,300.00



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6d

TO: Board of Directors
FROM: John Thiel, General Manager
MEETING DATE: June 17, 2021
ITEM – PROJECT NAME: Tahoe Keys Water Supply

REQUESTED BOARD ACTION: Approve Reimbursement Agreement with Tahoe Keys Property Owners Association

DISCUSSION: The Tahoe Keys Property Owners Association (TKPOA) owns and operates the water system which serves the Tahoe Keys area. The system, which includes three wells, is experiencing water supply challenges due to PCE contamination and increasing uranium levels. One well has already been shut down due to uranium levels. Another well has rising uranium levels and may be shut down later this year. The third well has rising PCE levels but remains in compliance with state Maximum Contaminant Level (MCL) standards.

The immediate solutions that TKPOA is considering include the installation of wellhead treatment at two wells, constructing a new intertie with Lukins Brothers Water System, and obtaining water supply from the existing District intertie. The District can provide some water to TKPOA on a short-term, emergency basis by way of an existing mutual aid agreement. The water supply through the District intertie is currently limited, however, due to peak day demands, and related flow and pressure constraints, within the District service area.

TKPOA has requested the District to evaluate supplying water to the TKPOA on a long-term basis for a range of flow alternatives. Water supply alternatives include a wholesale water service and the acquisition of the TKPOA water system assets where the TKPOA customers would become District customers and the systems would be integrated.

In response to TKPOA's request, the District will need to evaluate and determine options and corresponding improvements to the District water system that would be needed for the various water supply alternatives; evaluate and determine the terms and conditions of a wholesale water service agreement; and evaluate and determine procedures for the District to acquire the TKPOA water system assets and serve the TKPOA customers as District customers.

The Reimbursement Agreement will ensure that all of the District costs related to these efforts, including legal and engineering professional services, as well as District staff time are paid by TKPOA, which is necessary for the District to avoid gifting public funds. The District and TKPOA have tentatively agreed to set May 3, 2021, as the starting date for such reimbursements. Staff expects this work to take place over the next six months and perhaps longer. The attached Agreement is a draft pending TKPOA review and approval which may occur prior to this Board meeting.

SCHEDULE: Upon Board direction

COSTS: None.

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Draft Reimbursement Agreement

CONCURRENCE WITH REQUESTED ACTION:

CATEGORY: Water

GENERAL MANAGER: YES *JT* NO

CHIEF FINANCIAL OFFICER: YES *PH* NO

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is entered into as of the ___ day of May 2021 (“Effective Date”), by and between the South Tahoe Public Utility District (“District”), and Tahoe Keys Property Owners Association (“Association”) at South Lake Tahoe, California, with respect to the following facts and intentions:

- A. The District owns and operates a public water system (“District Water System”) located in the City of South Lake Tahoe and portions of El Dorado County, California;
- B. The Association owns and operates a public water system (“Association Water System”) located in a portion of the City of South Lake Tahoe, California;
- C. The Association has discontinued use of some of its water wells, added treatment to some of its water wells and restricted the outdoor use of water by its customers in order to address a water supply shortage caused by PCE groundwater contamination and impacts due to increasing uranium levels (“Water Supply Shortage”);
- D. The District and the Association previously entered into a mutual aid agreement pursuant to which the District has agreed to supply water to the Association on an interim basis through an existing intertie between the two water systems (“Intertie”);
- E. The Association has requested the District to evaluate supplying water to the Association on a long term basis and acquiring ownership of the Association Water System to supply water directly to the Association’s customers (“Evaluation”); and,
- F. The District agrees to perform the Evaluation pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the District and the Association (collectively “the parties” and individually each a “party”) agree as follows:

1. **Term.** For purposes of this Agreement, the term of this Agreement shall commence on the Effective Date and terminate upon thirty (30) days prior written notice by either party to the other party.
2. **Scope of the Evaluation.** The District shall perform the following services for the Evaluation: (a) evaluate and determine options and corresponding improvements to the District Water System that are needed in order to deliver increased water supplies to the Association; (b) evaluate and determine the terms and conditions for the District to provide wholesale water service to the Association; and, (c) evaluate and determine procedures for the District to acquire the Association Water System assets and serve the Association and its members as customers of the District. The District will perform the Evaluation with its staff, legal counsel and consultants as reasonably necessary or convenient as determined by the District. The District will consult with the Association during performance of the Evaluation regarding progress of the Evaluation, cost of the Evaluation, retention of consultants and other matters.
3. **Reimbursement.** The Association shall reimburse the District in monthly installments, based on the progress of the services performed by the District commencing on May

3, 2021. The District shall keep accurate records of the hours expended and costs and expenses accrued for its services in performing the Evaluation, including actual time expended by the District staff, its legal counsel and consultants, in providing the services. Within ten (10) days after the end of each calendar month during the term of this Agreement, the District shall submit invoices to the Association itemizing the activities performed, the cost of the services performed and the accrued expenses. Invoicing shall comply with the reasonable requests of the Association so that the Association receives reasonable detail. The Association shall pay the District the amount of each invoice within thirty (30) days of its receipt. The time records, invoices, receipts and other documentation supporting the District's invoices shall be available for review by the Association upon reasonable request.

4. **Cooperation.** The District and the Association shall cooperate in good faith to achieve the maximum benefit of the services by the District. The parties shall meet at regular intervals, as mutually agreed upon, during the term of this Agreement, to review, approve and plan the services. The Association shall make available to the District all data and information in the possession of the Association, which the District reasonably deems necessary for the performance of the services. The Association shall actively aid and assist the District in obtaining information deemed necessary from other agencies, entities or individuals.

5. **Evaluation Documents.** The District shall provide the Association with a copy of all reports, analysis, studies, exhibits, maps, and other work, materials or documents prepared by the District related to the Evaluation, except privileged and confidential information concerning the District Water System.

6. **Disclaimer of Warranties.** THE EVALUATION IS BEING PERFORMED BY THE DISTRICT ON AN "AS-IS, WHERE-IS" BASIS AND THE DISTRICT DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CREATED BY STATE OR FEDERAL LAW TO THE FULLEST EXTENT DISCLAIMERS OF SUCH WARRANTIES ARE PERMITTED UNDER APPLICABLE LAW.

7. **Limitation of Liability.** To the fullest extent permitted by law, the District and its officers, directors, employees, agents, and consultants, shall not have any liability to the Association, and anyone claiming by, through, or under the Association for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Evaluation or this Agreement from any cause or causes, including but not limited to, negligence, errors and omissions, strict liability, breach of contract, or breach of warranty.

8. **General Provisions.**

8.1. **Applicable Law; Venue.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The Superior Court of the County of El Dorado County, California, shall be the venue and have jurisdiction for the resolution of all such actions.

8.2. **Notices, Demands and Communications Between the Parties.** Written notices, demands, and communications between the District and the Association shall be given either by: (i) personal service; (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery; or, (iii) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To District: John Thiel, General Manager
South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, CA 96150

With Copy to: Gary M. Kvistad
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, Second Floor
Santa Barbara, CA 93101

To Association: Kirk Wooldridge PCAM®, AMS®, CMCA®, CCAM®,
CHA®, General Manager
356 Ala Wai Boulevard
South Lake Tahoe, CA 96150

Notices personally delivered, sent by United States mail or delivered by document delivery service shall be deemed effective upon receipt. Notices sent solely by mail in the manner provided above shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

8.3. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

8.4. Counterparts. This Agreement may be executed in counterparts, each of which, after all the parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.5. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the parties hereto.

8.6. Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the parties as to all provisions set forth in this Agreement.

8.7. Assignment. This Agreement shall not be assignable without the prior written consent of the District, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without the approval of the District shall be void.

8.8. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

8.9. Several Obligations. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

8.10. Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose.

8.11. Authority. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third-party is not required to legally bind either party to the terms and conditions of this Agreement.

8.12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the District and the Association have entered into this Agreement as of the date first written above.

South Tahoe Public Utility District

Tahoe Keys Property Owners Association

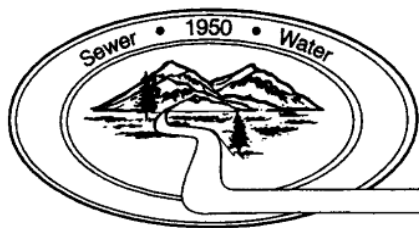
By: _____
Kelley Sheehan, President

By: _____

(Name/Title)

ATTEST:

By: _____
Melonie Guttry, Clerk of the Board



South Tahoe Public Utility District

1275 Meadow Crest Drive • South Lake Tahoe • CA 96150-7401
Phone 530 544-6474 • Fax 530 541-0614 • www.stpud.us

BOARD AGENDA ITEM 6e

TO: Board of Directors

FROM: John Thiel, General Manager
Paul Hughes, Chief Financial Officer
Liz Kauffman, Human Resources Director

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Union Memorandum of Understanding effective June 24, 2021

REQUESTED BOARD ACTION: Approve Union Memorandum of Understanding for the term of June 24, 2021, through June 19, 2024.

DISCUSSION: At the Board's direction, the negotiating team consisting of John Thiel, Paul Hughes, and Liz Kauffman, conducted negotiation meetings with the Stationary Engineers Local 39 negotiating team from March to June 2021. The enclosed redline version of the Memorandum of Understanding reflects the agreed upon changes to the Union Contract for a three-year term.

SCHEDULE: June 18, 2021 – obtain all signatures from Board and Union representatives

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Redline version of Union Memorandum of Understanding

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES JT NO _____

CHIEF FINANCIAL OFFICER: YES PH NO _____

MEMORANDUM OF UNDERSTANDING

June ~~29, 2017~~24, 2021 – June ~~23, 2021~~19, 2024

SOUTH TAHOE PUBLIC UTILITY DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

STATIONARY LOCAL 39

AFL-CIO

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as the "District", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39, AFL-CIO, hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious labor relations between the District and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment.

SECTION 1. RECOGNITION

- A. The District recognizes the Union as the exclusive negotiating agent for all employees, except management and confidential employees. The term "employee" or "employees" as used herein shall refer only to employees employed by the District in the classifications listed in Exhibit A - "Salaries and Classifications".
- B. Nothing in this article shall preclude employees from exercising their individual rights under State law.

SECTION 2. ADMINISTRATION

- A. The General Manager shall be responsible for the administration of this Memorandum of Understanding, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports, and audits he/she deems necessary for proper administration of the Memorandum. The General Manager may assign to other District employees such duties in connection with this Memorandum as he/she deems proper and expedient.
- B. Except as specifically provided herein, the General Manager shall be responsible for the proper application of the provisions of this Memorandum, and he/she or such person as he/she may designate shall rule on the application of the provisions of this Memorandum which are within the scope of his/her authority.
- C. It shall be the duty of the General Manager to keep, or cause to be kept, accurate records of the application of this Memorandum.

SECTION 3. UNION REPRESENTATION DUES DEDUCTION

A. Union Security

A. GENERAL

- 1. ~~Each Employee covered by this Memorandum shall either acquire or maintain membership in the Union or shall be required as a condition of employment, beginning on the 31st day following the beginning of such employment or the effective date of this Memorandum of Understand, to pay the Union a service fee in an amount not to exceed the costs of administration of this Memorandum and the representation of the employee for the duration of this agreement. The District shall~~

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start or stop deductions for the dues for benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. The Union agrees to provide such notice to District upon receipt from a unit member. Should there be a dispute regarding the deduction of dues, the Union shall provide the District with a copy of the authorization(s) signed by the employee.

2. The Union, in consideration for an as a condition of the District withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the South Tahoe Public Utility District, its officers, and employees from any liability that may result from making, cancelling, or changing requested deductions. Notwithstanding the foregoing, in accordance with Government Code section 3502.5(a), any Employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. Such Employee shall, in lieu of the service fee, pay sums equal to the service fee to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(a)(3) of the Internal Revenue Code chosen by the Employee. Proof of such payments shall be made on a monthly basis to the District as a condition of continued exemption from the service fee or membership requirement.
2-

3. Based on the requirements of California Government Code section 3555, et seq., the District and the Union agree that a brochure or packet will be made available to each new employee appointed to a classification covered by this MOU during the orientation process. This brochure or packet shall be prepared by authorized representatives of the Union. The Union will bear the cost of the preparation of the materials. The District shall provide 10 days' notice in advance of orientation. To the extent the information is available on file, the District shall provide to the Union: (1) name, (2) job title, (3) department, (4) work location, (5) work telephone number, (6) home telephone number, (7) personal cellular number, (8) personal email address, and (9) home address of any new employee in the bargaining unit within 30 days of hire or by the first pay period of the month following hire. Also, the District shall provide the Union with a list of this information for all employees in the bargaining unit at least every 120 days. The information under this section shall be provided in a manner consistent with 6254.3 and 207 of the California Government Code as well as the employee privacy requirements described in County of Los Angeles v. Los Angeles County Employee Relations Com. (2013 56 Cal. 4th 905).

3- ~~The Union shall keep records as required by Government Code section 3502.5(d) and shall make available annually to the District and to its members, within 60 days of the end of its fiscal year, those reports required by Government Code section 3502.5(d).~~

4- ~~The Union agrees to accept new Employees into membership at an initiation fee not in excess of that established by its bylaws.~~

5- ~~The District agrees to advise new Employees of the existence of this Memorandum of Understanding.~~

6- ~~Objections to Agency Fee~~

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- ~~A. An Employee who is subject to the payment of an agency fee hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent activities which are not germane to collective bargaining activity and/or that he/she claims to represent expenditures by Union that are in aid of activities or causes of a partisan political or ideological nature and/or that are applied toward the cost of benefits available only to members of the Union and/or that are utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering this Memorandum of Understanding.~~
- ~~B. The Union shall provide non-Union members of the bargaining unit with a statement reflecting the expenditures of the Union, specifically setting forth activities which are germane to the representation of the bargaining unit and upon which the agency fee is based, and the amounts expended on these activities and the other financial information discussed below, and the right of the non-Union member to object to the amount of that fee, including a copy of the administrative appeals procedure described below. The Union must have given sufficient explanation of the basis for the agency fee to objecting Employees to allow them to gauge the propriety of the agency fee. This information must be updated by the Union and provided to Employees of the District and the District at least annually. Financial information must itemize and adequately describe all categories of expenses. The information must be verified as accurate by a qualified, independent auditor. The financial information must include the Union's local expenditures as well as a verified apportionment of each of the chargeable and non-chargeable activities of such county, state, national or international organization(s) with which the Union is directly or indirectly affiliated and to which the Union transmits a portion of its dues and/or agency fee funds. Information contained in the aforementioned package shall be consistent with the provisions of this section and shall be developed, paid for, and distributed to the District and non-Union members of the bargaining unit by Stationary Engineers Local 39.~~
- ~~A.~~
- ~~C. Union shall make available, at its expense, an expeditious and impartial administrative appeals procedure to Employees who object to the payment of any portion of the agency fee. Employees may avail themselves of this procedure within thirty (30) days of the Union providing any statement of information about expenditures as set forth in paragraph B above. Such a procedure shall provide for a prompt decision to be made by an impartial decision maker jointly selected by Union and the objecting Employee(s). A copy of such procedure shall be provided by the Union to the District and to any Employee who is alleged to have the obligation to pay agency fees hereunder.~~
- ~~D. During the pendency of the resolution of any objection by an Employee to the payment of any portion of the agency fee, the objecting Employee shall be obligated to any agency fees pursuant to the terms of the Memorandum of Understanding; however the Union must establish an escrow account into which the amounts reasonably in dispute shall be deposited during the pendency of the challenge(s) of objecting Employee(s).~~
- ~~E. Requirement while on Leave of Absence~~

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~~No Employees covered by this provision shall be required to pay any dues, fees or charitable contributions during any unpaid leave of absence of thirty (30) days duration or longer, if said Employees are on said leave due to exhaustion of all paid leave benefits for which the Employee is eligible from the Agency.~~

~~F. Indemnification~~

~~The Union agrees to indemnify, defend and hold the District harmless against any claims made of any nature and against any suit instituted against the District arising from its check off for the dues and/or contribution to a charity, insurance, or benefit programs of the Union, and shall pay any judgments against the District as a result of any such claims or suits.~~

~~G. Regular Part Time Employees~~

- ~~1. Regular part time employees who are employed for a period of not less than eighty (80) hours monthly shall become covered under this Agreement. The District shall not hire or utilize regular part time or temporary employees to fill a full-time position for the sole purpose of saving money on wages and/or benefits.~~
- ~~2. The intent of this language is to provide security for regular full-time Employees by not allowing the District to fill full-time positions with any combination of part-time and/or temporary employees, except as allowed by other parts of this Agreement.~~
- ~~3. The District agrees to consider regular full-time Employees for the assignment of duties before assigning regular part-time or temporary employees such duties, as long as the efficiency of the District is not adversely impacted.~~

B. Exceptions to Dues Deduction Authorization Card

The member's earnings must be sufficient after other legal and required deductions are made (e.g. federal and state payroll taxes and withholdings, court-ordered garnishments, employee-authorized benefit deductions, etc.) to cover the full amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the South Tahoe Public Utility District, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period, and whose earnings are insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. Dues Deduction Check

1. Dues deductions covering all such deductions shall be transmitted by electronic funds transfer to an account specified by Stationary Engineers, Local 39
2. Dues deductions will be transmitted at least monthly.

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3. The District agrees to provide the Union with an electronic file at the same time as transmitting the dues deduction check, that shows the total amount authorized for deduction from each member's check.

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B.D. Shop Stewards' Rights and Responsibilities

1. The District recognizes and agrees to work with designated Stewards and representatives of the Union on all matters relating to the interpretation, application, enforcement or grievance of the express terms of this Memorandum.
2. There may be up to six (6) Stewards designated to represent the following areas: Administration, Plant Operations, Pumps/Lab, Underground Repair, Heavy Maintenance/Equipment Repair/Electrical/ Diamond Valley, and Supervisors. When Stewards are designated, the Union Business Representative will provide a letter to the General Manager notifying him/her of the appointment(s) and shall furnish the District with a list of same.
3. No Shop Steward can be forced to act as Steward, or representative by the District or the members. Stewards will not be recognized by the District until such a list is received by the General Manager.
4. Typical duties of the Shop Steward(s) may include:
 - a. Contacting the Business Representative if any condition or situation which has caused or is likely to cause a breakdown in the usually harmonious relationship with the District.
 - b. Serving as the usual primary point of contact between the Union (specifically the Business Representative) and the members.
 - c. Keeping the Union Business Representative informed of any developing conditions or concerns.
 - d. Representing members in employee-management meetings and advising the members in the areas they represent.
 - e. Representing members at Safety Meetings if so designated by the Union Business Representative and advising the members in the areas they represent.
 - f. Representing members at Insurance Committee Meetings if so designated by the Union Business Representative and advising the members in the areas they represent.
 - g. Representing members at Contract Negotiations if so designated by the Union Business Representative.
 - h. Upon the request of the aggrieved Employee and the Business Representative, all Stewards may investigate grievances provided it is in their assigned area of responsibility and may assist in its presentation. There is no

specific time limitation as to the investigation; however if more than an hour is necessary, the Union Business Representative would customarily be contacted to conduct the investigation.

5. The Steward has no independent authority to seek adjustments of violations of this MOU, the International Constitution or Bylaws, or to collect any money due or payable to the Local Union from any member of applicant for membership.
6. Shop Stewards should notify their supervisor of time needed beyond 15-minutes for Union-related activities, keep track of the time spent on Union related activities and contact the immediate supervisor of any additional time needed beyond initial release time. At the request of the Union, a Steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the District. Such time off shall be subject to prior notification and approval as provided above.
7. It shall be the responsibility of all Stewards to discuss first with the appropriate manager any question regarding interpretation of application of this Memorandum prior to filing a formal grievance.
8. The Union Business Representative should be contacted prior to the District conducting an investigation after Weingarten Rights have been invoked.
9. Shop Stewards may not represent members in disciplinary actions. It is the Union Business Representative who should represent the member in any Skelly Hearing.
10. Other than to use e-mail for District-related Union business, Shop Stewards shall follow the provisions of the District's Personal Computer Policy.

SECTION 4. DEFINITIONS

For the purpose of this Memorandum of Understanding, certain words and phrases are hereby defined as follows:

- A. Alternative Work Schedule Any schedule which involves a variation of the regular work schedule for a total of an average of 40 hours per week.
- B. Class/Classification Any classified or unclassified position as described in the applicable job description.
- C. Classification Series Any classified or unclassified group of positions identified by the same title.
- D. Day A calendar day.
- E. Demotion A change in position to a position with a lower range.
- F. Fringe Benefits Holidays, sick leave, vacation, health and welfare benefits, deferred compensation plan(s), flexible benefits plan and retirement benefits.

- G. General Manager The person having the lawful authority to appoint or to remove persons from positions in the District service, and to designate persons to perform those duties which legally may be delegated.
- H. Hourly Rate The amount of individual compensation for a full hour's service, which either is computed by dividing monthly salary by the number of working hours in a month or is specifically established in the Annual Salary Resolution.
- I. Monthly Salary The amount of individual compensation for a full month of service, which is established specifically in the Annual Salary Resolution.
- J. Promotion A change in position to a position with a higher range.
- K. Range A sequence of salary steps used to identify the minimum, maximum, and intermediate salary rates which may be paid to employees within a class.
- L. Regular Employment Date For Employees hired on or after July 1, 1993, the Regular Employment date is the date an Employee becomes a regular or probationary Employee occupying a permanent position. The Regular Employment Date for all Employees hired before July 1, 1993 shall be the accrual date on payroll records as of June 30, 1993.
- M. Regular Work Schedule Eight hours per day, five days per week.
- N. Scale The rate of compensation, for a class, which is established specifically in Exhibit A.
- O. Step One of the salary rates identified in the Annual Salary Resolution by the letters A, B, C, D, E, F, G, and H, which are used to identify the specific compensation of an employee within the established range for the class.
- P. Transfer Movement to a position with the same range.
- Q. Work Day A regular business day from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- R. Y-Rate A monthly salary rate, for an individual Employee, which is greater than the established range for their class.

SECTION 5. TYPES OF EMPLOYEES

- A. Classified Employees All Employees filling positions within the approved table of organization that are responsible to the General Manager rather than the Board of Directors.
- B. Confidential Employees The following positions shall be considered confidential and are excluded from the bargaining unit:

General Manager/Engineer
Financial Officer
 Executive Services Manager

Assistant Manager/Engineer Chief
 Engineering Department Manager

Public ~~Information Officer Affairs/Conservation Manager~~

Principal Engineer

Human Resources Director

Accounting Manager

Information Technology Manager

Manager of Field Operations

Customer Service Manager

Laboratory Director

Senior Engineer

Manager of Plant Operations

Purchasing Agent

Water Reuse Operations Manager

Hydro-geologist

Associate Engineer

- C. Full-Time Employee Employees who regularly work at least an average of 40 hours per week.
- D. Part-Time Employees Any regular or temporary employees who work less than full time. Regular part-time employees will accrue sick leave, vacation and holiday pay on a proportional basis. Part-time regular employees may work longer than 40 hours per week on a case-by-case basis, with the approval of the General Manager, to fill in for a regular Employee who is on leave, for limited training, or for extraordinary special projects.
- E. Probationary Employee Those persons employed for a classified position, but who have not been in District service for a consecutive six-month period. All new Employees shall serve as Probationary Employees for the first six months of their employment. Completion of a satisfactory probation period is mandatory before becoming a permanent Employee. During this time, the Employee must demonstrate they can and will perform the duties of the position satisfactorily. It is the responsibility of the Employee's supervisor to give them proper orientation and training during this period. The supervisor is also to rate their performance, and if unsatisfactory, to dismiss them before the Employee is given a permanent position with the District.
- F. Regular Employee Any Employees who have completed a probationary period and who occupy a permanent position, whether part-time or full-time, established in accordance with the Annual Salary Resolution, in a class which is intended as a permanent employment; and any regular Employee who temporarily transfers to a temporary position.
- G. Temporary Employee Those employees who are employed for a period not to exceed 180 continuous days. Temporary Employees may work in excess of the 180 day term of employment on a case-by-case basis, with the approval of the General Manager, if filling in for a full-time Employee who is on leave or in training. Temporary Employees are not entitled to fringe benefits.
- H. Limited Term Employee Any Employee(s) who have completed a probationary period and who occupy, either full-time or part-time, a Limited Term Position, as established in Exhibit A – "Salaries and Classifications", and any Regular Employee who temporarily transfers to a Limited Term Position. Said Limited term Employee shall be required to satisfactorily complete a six-month probationary period. If probation is not satisfactorily completed, Limited Term Employee will be able to return to previously held position at the District.

SECTION 6. SUPERVISORS' RIGHTS AND RESPONSIBILITIES

- A. Training Supervisors shall be provided initial professional training of at least 40 hours or equivalent in the Principles of Supervision within 180 days of initial hire or promotion date. Additional training, either professional or in-house, shall be provided at least once per year.
- B. Disciplinary Responsibilities Except as otherwise specifically provided in this MOU, Employees in Supervisory classifications covered under this Agreement may discipline subordinates alone, up to the level of a written warning. The District shall provide management level staff to perform discipline beyond the written warning level, with Supervisor assistance. Supervisors shall not be required to perform discipline on a subordinate at a place other than District property, unless special conditions warrant.

SECTION 7. EMPLOYMENT

- A. It is the policy of the District that its Employees shall be selected on the basis of education, experience, skill, fitness, merit and efficiency. The District is an Equal Opportunity Employer. Job openings are to be anticipated and well publicized throughout the District so that qualified Employees and others will have full opportunity to present applications for consideration. Employment shall be the responsibility of the General Manager, and he/she shall prescribe such tests and examinations for job positions as he/she deems appropriate.
- B. Job openings shall be posted for a minimum of one week within the Plant. Internal candidates are defined as Regular full-time, Regular part-time, or Limited Term Employees. At the General Manager's discretion, said posting may be prior to or concurrent with advertisement to the general public. The Manager hiring for a position in the Bargaining Unit will generally recruit externally and internally concurrently, except the Manager will have the discretion to forego the external advertising and proceed with the recruitment process solely with internal candidates, as long as there are a minimum of three (3) qualified internal candidates.

SECTION 8. EMPLOYMENT OF RELATIVES

- A. Relatives of present Employees may be hired by the District only if: 1) the individuals concerned will not work in a direct supervisory relationship, and 2) the employment will not pose difficulties for supervision, security, safety or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage.
- B. Present Employees who marry, or who become related by marriage after July 1, 1996, will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale.

- C. If employees who marry, or who become related by marriage, do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the Employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the Employees will be required to leave the District. The decision as to which Employee will leave is left to the involved Employees. If the involved Employees refuse to decide which Employee will leave the District, the District may determine which Employee will leave based upon the needs of the District, and considering seniority, training requirements and other pertinent factors.

SECTION 9. PROMOTION

- A. The relative merit of applicants for appointment to, or promotion within, the classified service shall be determined by examination. Examinations will include consideration of any or all of the following factors: education, experience, knowledge, skill, special aptitude, general adaptability, personal characteristics, physical fitness, promotability, and other such qualifications as are considered necessary by the General Manager for the satisfactory performance of work of the classification being examined. Examinations may consist of written tests, performance tests, evaluation of qualifications, oral examinations, interviews and assessments of the applications submitted.
- B. If a selection interview board is appointed for the purpose of considering the merits of applicants, it will include a District management level employee and an individual outside the District experienced in the work area being considered, if available. Alternatively, the selection interview board may consist of one District employee in an area unrelated to the position being interviewed, who will be considered the "outside" panelist. Said selection interview board will make recommendations to the General Manager.
- C. Any Regular Employee who is promoted to a higher level position in the District shall serve a six-month probationary period in the new position. If such Employee fails to satisfactorily complete the probationary period in the new position, the Employee shall have the right to return to his/her previous position in which he/she held regular status.
- D. Any probationary Employee may be rejected at any time during the probationary period. Rejection during the probationary period shall result in termination of employment by the District, except in promotional situations as set forth above.

SECTION 10. REINSTATEMENT

Any regular Employee who has resigned while in good standing, may, at the discretion of the General Manager, be reappointed to any position in the same class where there is a vacancy.

SECTION 11. FITNESS FOR DUTY EXAMS

- A. Any Employee may be required to submit to a medical and/or psychological examination whenever, in the sole and exclusive judgment of the General Manager or his/her designee, there is a need to determine whether an Employee is still able to perform the essential functions of his/her job, or is unable to perform the essential functions of his/her job safely or without posing a danger to himself/herself or others. Said

examination(s) shall be conducted by a physician designated by the District and any cost for such examination(s), beyond that covered by health insurance, shall be paid by District. In accordance with applicable state and federal disability laws, the District may obtain job-related medical or psychological information that allows the District to determine the effects of the condition on the Employee's ability to perform the essential functions of his/her job, and/or perform those functions without posing a direct threat to the safety of the Employee or others, with or without reasonable accommodation.

- B. All Employees in positions for which the job duties require the use of self-contained breathing apparatus and/or commercial driver's license shall be required to submit to job-related medical examinations as required by law.
- C. Employees who, in the opinion of the designated physician, are physically or mentally incapable of meeting essential requirements of their position even with reasonable accommodation, are subject to transfer or reassignment to non-promotional positions, the essential functions of which the designated physician indicates the Employee may safely perform without posing a danger to himself/herself or others, and for which the Employee meets the minimum qualifications. If, after engaging in any required interactive process, the General Manager determines that no reasonable accommodation can be made nor can transfer or reassignment to a position for which the Employee is physically and mentally qualified be made, the Employee may be medically separated for inability to perform the essential functions of the position.

SECTION 12. ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. Whenever it is necessary for Employees to use a motor vehicle in the performance of assigned duties, they shall have such vehicle furnished to them or they shall be compensated for the use of their personal vehicle at a rate for mileage established by the District.
- B. No Employee shall use a District vehicle or claim compensation for mileage, except in connection with the performance of official District business.
- C. Employees shall be assigned duties requiring use of motor vehicles, in accordance with the motor vehicle code and other applicable laws.
- D. Seat belts, which are furnished in District vehicles, shall be properly used, and by this Memorandum of Understanding, every Employee is fully informed of these requirements. Employees using personal vehicles shall be required to have and use seat belts at all times when using such vehicles on District business in accordance with California laws. Failure to use seat belts shall be cause for discipline.
- E. All Employees who are required to maintain a valid driver's license in accordance with their job description, shall maintain their insurability at all times. If an Employee is required to drive as part of his/her job duties, lack of insurability shall be cause for discipline.

SECTION 13. UNIFORMS

- A. When required for convenience and benefit of the District, Employees may be required to wear uniform clothing as specified by the General Manager.
- B. The General Manager may authorize the provision or partial provision for such clothing and/or the cleaning and maintenance of such clothing.
- C. All clothing provided by the District shall be returned to District on termination of employment. Any Employee who loses uniform in laundry shall report such loss to Accounts Payable within five (5) days of such loss.
- D. Effective June 19, 2003,
 - a. This benefit shall apply to certain employees of the Local Miscellaneous Classic members group (Rate Plan 4179).
 - b. This benefit shall consist of a pro-rata share of uniform expense not to exceed \$1,500.00 per annum. This benefit shall not apply to employees of the Local Miscellaneous PEPRAs members group (Rate Plan 27175).
 - c. The District will report to CalPERS the monetary value for providing and maintaining eligible employees' required uniforms. The District will report the uniform allowance amounts eligible as special compensation to CalPERS on a per payroll basis, not to exceed \$1,500 per year, per employee.
- E.

SECTION 14. EMPLOYEE TRAINING

It is the policy of the District to encourage and facilitate a program of training in the interests of Employee efficiency and as an aid to qualifying Employees for advancement. The General Manager may take any of the following steps to develop and facilitate training programs.

- A. Give counsel and advice to Employees, when requested, and information regarding possibilities of advancement in their field of work, and suggest any additional training of value.
- B. Develop and establish mandatory and voluntary training programs for Employees, including supervisory personnel.
- C. Promote Employee training programs sponsored by educational institutions.
- D. Record the completion of training programs on the Employee service record.
- E. For management approved training programs that Employees attend, compensation shall be the appropriate rate for the actual training time and actual travel time.
- F. Any Employee may participate in special educational and training programs with District approval.
- G. Such assignments shall be limited to programs which are directly related to the District and which provide knowledge and ability which cannot reasonably be provided on the job.

- H. All training assignments conducted outside District facilities or which include a District payment for tuition, registration fees, transportation, or other costs, shall be approved in advance by the General Manager.
- I. All training assignments expenses shall be recorded and/or reported in the manner prescribed by the General Manager. The District shall pay the full cost of all tuition, examinations, and books in accordance with District policy.
- J. Whenever Employees are ordered or authorized to travel for approved training, they shall be compensated for the necessary travel expenses including transportation, lodging, and meals in accordance with District policy.
- K. The District shall fix maximum allowable travel expenses which shall apply, uniformly, to all bargaining unit Employees.

SECTION 15. CERTIFICATION REIMBURSEMENT PROGRAM

- A. The District will pay for job-required mandatory certifications and their renewal, licensing and their renewal, and Continuing Education Units required to maintain certification(s) as follows:

Expenses that will be covered are:

- 1. Travel Time
- 2. Travel Expenses
- 3. Employee Time during class or exam
- 4. Certification Preparation Class
- 5. Certification Test for an unlimited number of times for mandatory certifications.

- B. The District will pay for approved advanced level or out-of-classification certifications and their renewal as follows:

Expenses that will be covered are:

- 1. Travel Time
- 2. Travel Expenses
- 3. Employee Time during class or exam
- 4. Certification Preparation Class
- 5. Certification Test, up to three attempts, pass or fail for above level or out-of-classification certifications.

- C. Wastewater Operator Certification

Plant Operator I shall receive a five percent (5%) salary adjustment upon receipt of California State Water Resources Control Board Grade II Wastewater Treatment Plant Operator Certification. Plant Operator I's that skip the Grade II exam and pass the Grade III exam will get a minimum of a 10% increase when moving to the Operator III position.

- D. New Employees shall have two years from date of hire (unless otherwise specified in their job description) to obtain either the State or District-required certification and/or proficiency requirements. If required certification/proficiency is not obtained within the allotted time period, the Employee shall be terminated from employment with the District.
- E. Any qualified in-house Employee who is at a lower pay scale will go to the top step of Inspector I and will be given a 5% salary increase from their current position. They will then be Y-rated at that rate until such time as they receive their Backflow Tester certification and have the functional knowledge of all other requirements of the Inspector II job description. They will be given 24 months from date of promotion to obtain the Cross Control Specialist certification once they become an Inspector II.

SECTION 16. EDUCATIONAL REIMBURSEMENT PROGRAM

When approved by the General Manager or his designee, regular Employees shall be reimbursed for expenses incurred for educational training in a field that is related to the employee's job and career path. Educational expense reimbursement shall be provided to reimburse an Employee for out-of-pocket expenses for educational training that is not otherwise provided or paid by the District.

All of the following expenses shall be reimbursed:

- A. Registration Fee
- B. Tuition/Enrollment Fee
- C. Required Books

Employees will not be reimbursed for travel time, travel expenses, class time and study time. District vehicles may not be used for travel unless the Employee is on standby.

Employees will be reimbursed for the above expenses, upon successful completion of their class work, up to a maximum of \$1,600 per year.

SECTION 17. PERFORMANCE EVALUATIONS

- A. Performance evaluations shall be rendered every six months until Employee reaches G Step and shall then be rendered annually for all regular Employees. For Employees hired on or after January 1, 2013, performance evaluations shall be rendered every twelve (12) months until Employee reaches the top step, except for probationary Employees, which shall be a six-month evaluation. Probationary Employees shall receive a performance evaluation prior to the conclusion of the six-month probationary period and may receive several such evaluations during the probationary period. Supervisors shall report on the nature of the service rendered by each of their subordinates. The supervisor shall review the report with the Human Resources Director and the Employee before submitting it to the Program Manager and the General Manager.
- B. If Employees are dissatisfied with their performance evaluation, they may confer successively with their immediate supervisor and the head of their division. If the Employee believes the evaluation does not correspond to the facts, he/she may then appeal to the General Manager who shall make the final decision regarding performance

evaluations. Any appeal to the General Manager shall be in writing and shall contain the basis for the appeal and specific facts supporting the appeal.

- C. A performance evaluation of "Not Acceptable" shall be considered unsatisfactory and failing to meet minimum performance standards. Employees receiving a "Not Acceptable" rating may be dismissed from District service and, if two consecutive performance evaluations of "Not Acceptable" are made, the Employee shall be dismissed from District service. Such dismissals shall be in accordance with the disciplinary procedure.

SECTION 18. CODE OF CONDUCT

In the interest of promoting harmonious labor relations between the District and Employees, and to provide a positive work environment, the following Code of Conduct is required of all District Employees.

A. Code of Conduct

All Employees shall exhibit behavior that encourages mutual respect, teamwork, and positive attitudes, during their term of employment. All Employees are expected to exhibit financial and reputable Stewardship toward the District and the public that the District serves.

B. Any Employee may be suspended, dismissed, demoted or otherwise disciplined for cause, including failure to abide by the above Code of Conduct and including but not limited to the following:

1. Willful or persistent violation of District policies adopted by the Board of Directors.
2. Willful failure of good conduct, tending to injure the public service.
3. Theft, or attempted theft.
4. Vandalism or willful conduct which damages real or personal property.
5. Use of fraud, deception, or misrepresentation of material facts in obtaining employment, or during the course of employment with the District.
6. Dishonesty.
7. Discourteous treatment of the public or of fellow Employees.
8. Physical attack, fighting, or verbal altercations toward fellow Employees or the public, or violation of the District's Workplace Violence Prevention Policy.
9. Drunkenness, immoral conduct or addiction to the use of narcotics, or violation of the District's Drug-Free Workplace Policy or Substance Abuse Policy.
10. Failure to observe the requirements of the District's Illness & Injury Prevention Program, including failure to use seat belts in accordance with Section 12.

11. Violation of the District's Sexual Harassment Policy.
12. Failure to report to calls when on standby.
13. Incompetency or inefficiency.
14. Inattention or dereliction of duty.
15. Insubordination.
16. Absence without leave.
17. Abuse of Sick Leave or excessive absenteeism.
18. Tardiness.
19. Accepting any gift or fee in connection with District work when such gift or fee is given in expectation of receiving favored treatment, or violation of the Gift & Gratuities or Conflict of Interest Policies.
20. Removal, borrowing, or use of District property, equipment, tools or vehicles for non-District purposes without prior written authorization from the General Manager or his/her designee.
21. Political activities engaged in by Employees during their assigned hours of employment.
22. Using or attempting to use political influence in securing promotion, leave of absence, transfer, change of pay, or character of work.
23. Failure to initially obtain, or maintain any required licenses or certifications, or failure to maintain insurability.
24. Continuing illness of a disabling nature after the exhaustion of sick leave and leave of absence privileges where the District is unable to accommodate the disability in accordance with Section 10.
25. Any physical or mental ailment such as to prevent the Employee from performing the duties of his/her position or any other position available for which the Employee is qualified, in accordance with Section 10.
26. Inability to perform the essential functions of the Employee's position as set forth in Section 10.
27. Failure to keep District informed of current home phone number and address.

SECTION 19. DISCIPLINARY PROCEDURE

A. Notice of Proposed Discipline

District shall, prior to taking disciplinary action to demote, dismiss, or suspend a regular Employee, provide the Employee with a written notice of proposed disciplinary action which shall contain the charges, all documentation on which the decision was based, and the specific factual basis for the charges and the nature of the proposed disciplinary action. Said notice shall inform the Employee of his/her right to respond to the charges.

B. Response

The Employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, orally or in writing, within five calendar days of receipt of said notice. Any written response shall be delivered to the office of the General Manager within the time allowed. If the Employee desires to respond orally, the Employee shall make an appointment with the General Manager or his/her designee for a response meeting within the time allowed. The Employee may bring a representative of his/her choice to a response meeting. The Employee or his representative shall provide a detailed written or verbal statement to the Skelly Officer at this Skelly Hearing.

C. Disciplinary Action

After the Employee's response is received, or if no response is received, after the five-day period expires, the General Manager shall determine whether to proceed with the proposed disciplinary action and will notify the Employee in writing.

D. Notice of Disciplinary Action

If the General Manager determines to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the Employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action imposed, and the effective date of the action which shall not be earlier than five days after the Notice of Proposed Disciplinary Action was sent to the Employee. This notice shall inform the Employee of the right to appeal the action.

E. Appeal

The Employee may appeal any disciplinary actions of demotion, dismissal, or suspension, by filing a Notice of Appeal, along with a statement of reasons for the appeal, with the General Manager within ten days of Notice of Disciplinary Action.

F. Selection of Arbitrator

Within 10 days of receipt of the detailed statement, the District shall request the American Arbitration Association to provide a list of arbitrators from which the parties shall select one to hear the matter.

1. In the event the parties are unable to agree within ten days of receipt of the list of arbitrators, the arbitrator shall be selected by the American Arbitration Association.
2. Both the General Manager and the Employee shall be represented at said hearing by a representative of their choice, who may be an attorney. The District shall present

its case first at the hearing. Each side shall have the right to present witnesses and documentary evidence and to cross-examine the other party's witnesses.

G. Decision

1. The decision of the Arbitrator shall be final.
2. The arbitrator shall have no authority to add to, delete or alter any provisions of this Memorandum, but shall limit his/her decision to the application and interpretation of its provisions.

H. Costs

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

I. Witnesses

The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this Memorandum. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

J. Leave Pending Action

The General Manager shall have the power to place the Employee on Administrative Leave, with pay, during the investigation, until the Notice of Disciplinary Action becomes effective, or the Employee is returned to work.

K. Probationary Employees

Probationary Employees are not entitled to notice or hearing in the event they are terminated during the probationary period, except as provided by law.

- L. If an employee receives a Counseling Memo or a Written Warning, the Employee will have the right to appeal such disciplinary action by requesting a meeting with the General Manager. This meeting will allow them the opportunity to present their information pertinent to the incident in question. The Employee may bring a representative of his/her choice to the meeting. The decision of the General Manager shall be final.

SECTION 20. LAYOFF

- A. In the event that the District determines to lay off Employees, the Union and the Employees affected shall receive notice of the layoff sixty (60) calendar days prior to the effective date of layoff, except where immediate layoff is required by circumstances beyond the control of the District. Layoff and recall shall be based on seniority. Seniority will be determined by department and then by District as a whole. Employees

who are laid off shall be placed on a layoff and rehire list, which shall be provided to the Union Business Representative and updated as changes occur.

- B. The least senior employee in any classification which is being reduced shall be noticed of layoff. The Employee shall have the right to bump into any classification in which he/she previously worked, based on his/her seniority as compared with incumbents in that classification. Any Employee who has no bumping rights may displace a less senior Employee in any other classification provided that he/she is qualified for that position.
- C. Limited Term Employees shall receive a minimum of two weeks' notice of the end of their Limited Term Position and shall have the right to return to their previously held position with the District. Such end of the Limited Term Position shall not be considered a layoff. Any Employee(s) hired to replace existing employees on Limited Term Assignments shall be given a minimum of two weeks' notice of the end of their employment with the District, and this shall not be considered to be a layoff. Such employees will have the right to apply for any future openings at the District.

SECTION 21. HOURS OF WORK

- A. The General Manager shall determine the hours of work for each Employee in accordance with the needs of the Department.
- B. The hours of work, including authorized absences with pay, of all full-time Employees, shall be an average of forty (40) hours per week.
- C. The normal work schedule in the District is eight (8) hours per day, five (5) days per week. At the District's discretion, it may establish certain 10-hour or 12-hour shifts on temporary or continuing basis. Assignments to such shifts shall be made solely by the District without regard to seniority.
- D. The District may, on a determination that certain existing 10-hour or 12-hour shifts are detrimental to a particular operation, reassign Employees on 10- or 12-hour shifts to a normal work schedule on 30 days' notice to the Employee and the Union. Employees will be given two (2) weeks' notice for shift changes (while still remaining on 10- or 12-hour schedules) that are expected to last more than 30 days. Shift changes of less than 30 days will not be made solely for the purpose of avoiding payment of overtime.
- E. The hours of work, including authorized absences with pay, of all part-time Employees shall be established by the General Manager and shall normally be less than eight (8) hours per day and less than forty (40) hours per week.
- F. Employees who are allowed a lunch period as part of each shift may be excused at the end of the shift at the discretion of the General Manager; provided, however, that any such shift shall be extended to include a full shift of work for an Employee, without additional compensation, whenever the needs of the department so require.
- G. The General Manager may require any Employee to work in excess of the normal hours of work whenever the needs of the department so require. Such additional work shall be compensated in accordance with the provisions of this Memorandum which govern emergency assignments.

H. The General Manager may require any Employee to work assigned shifts with hours other than 7:00 a.m. to 6:00 p.m., or days other than Monday through Friday.

I. For purposes of the FLSA, the workweek is defined as follows:

12-hour Employees	4:00 a.m. Thursday through 3:59 a.m. Thursday
Pumps Employees	12:01 a.m. Friday through 12 midnight Thursday
8-hour Employees	12:01 Thursday through 12 midnight Wednesday
10-hour Employees	12:01 Thursday through 12 midnight Wednesday
9/80 Employees	Refer to individual Flexible Schedule Agreements

J. An alternative work schedule will be available on a voluntary basis to administrative employees (Administration, Engineering, Customer Service, Finance, Information Systems) with the approval of the department manager. New employees must have completed their probationary period in order to participate in the alternative work schedule program. Employees who have transferred to a new department must have completed a minimum of three months in their new position to participate in the alternative work schedule program.

Employees not electing to participate will remain at their present weekly work schedules. The hours worked must include 8:00 a.m. to 5:00 p.m. The 9/80 work week schedule is defined as a two-week 80 hour schedule of eight nine-hour days, one eight-hour day typically worked on Monday or Friday during the two-week period, and the other Monday or Friday off. Each manager will coordinate the day off and/or make variations in scheduled days off to maximize productivity. The eight-hour work day and day off are not subject to change unless approved by the Department Manager. Prior to participation in the program, an alternative work schedule policy agreement shall be completed. (See Exhibit B)

Overtime will be paid only if an Employee is asked to work on a scheduled day off, or if required, works beyond their regularly scheduled hours of work. Out-of-class pay will apply per Section 28 of the MOU, except no out-of-class pay will apply on a supervisor's or manager's regularly scheduled flex day off.

An Employee having a regularly scheduled Monday off, falling on a holiday, shall take the following Tuesday off; should a holiday fall on a Friday on a regularly scheduled day off, the Employee will take the preceding Thursday (or Wednesday in the case of Thanksgiving) off.

The Department Manager will monitor the level of service to external and internal customers, and added cost to the District (if any), to determine whether any adjustments need to be made concerning the individuals participating or the structure of the flexible work schedule. While it is anticipated that the alternative work schedule will be a long-term arrangement, it can be terminated, either for any individual, or for a department, by the Department Manager or General Manager, if they believe present service and productivity levels have deteriorated or if other circumstances arise that make it untenable. The employer agrees to provide a minimum of two (2) weeks' notice when terminating an alternative work schedule. This notice requirement will not apply to

temporary suspension of an alternative work schedule arrangement due to immediate operational need.

SECTION 22. STANDBY AND EMERGENCY ASSIGNMENTS

Whenever it is necessary for the protection of public health, safety, or welfare, Employees may be required to remain on standby for emergency work and/or to perform emergency work during off duty hours, and will be paid for such services, in addition to their regular salary, as provided in this section.

A. Primary Standby

1. Employees on Primary Standby shall live within, or use accommodations in, the District's service area or the Lake Tahoe Basin portion of Douglas County Sanitary Improvement District (DCSID). The District will provide reasonable accommodations at or near the District for those Employees not residing within the above service area.
2. Employees on Primary Standby will be assigned a District vehicle equipped with the basic tools of the trade and appropriate communications devices, and will be required to be immediately available at all times during the standby period, subject to all provisions of Section 18 of this Memorandum.
3. Employees who are on Primary Standby for emergency work shall be paid \$4.50 per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of \$4.50 per hour multiplied by the appropriate holiday rate.

B. Secondary Standby

1. Whenever the General Manager or his/her designee deems it necessary for the safety and well-being of the general public, Employees may be assigned to Secondary Standby.
2. Those Employees assigned to Secondary Standby will be assigned a District vehicle equipped with the basic tools of the trade and appropriate communications devices, and will be required to be immediately available by phone or pager at all times during the standby period, subject to all provisions of Section 18 of this Memorandum.
3. Employees assigned to Secondary Standby must stay within a sixty (60) mile radius of the District's Main Plant Facilities in South Lake Tahoe at 1275 Meadow Crest Drive and shall be able to respond to the Main Plant or specific locations as requested, within a reasonable period of time.
4. Employees who are on Secondary Standby for emergency work shall be paid \$3.50 per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of \$3.50 per hour multiplied by the appropriate holiday rate.

5. Employees who are assigned to Secondary Standby duty then reassigned mid-duty to Primary Standby duty shall receive the Primary Standby rate for all hours assigned.

C. Tertiary Standby

1. Whenever the General Manager or his designee deems it necessary for the safety and well-being of the general public, Employees may be assigned to Tertiary Standby.
 2. Those Employees assigned as Tertiary Standby are required to be able to be contacted within one hour, subject to all provisions of Section 18, Code of Conduct, of this Memorandum, and will be provided appropriate communications devices.
 3. Employees who are on Tertiary Standby for emergency work shall be paid \$2.00 per hour for each hour on standby, whether or not they are called to work. Holiday standby will be paid at the rate of \$2.00 per hour multiplied by the appropriate holiday rate.
 4. When a telephone conversation can eliminate the need for a physical response on a "Call Back" to the District Plant, the Employee shall receive a minimum of fifteen (15) minutes (or the actual amount of time spent on the telephone if that time is greater than fifteen (15) minutes) of 1 ½ times the appropriate rate of pay.
 5. Employees who possess a Water Distribution Operator Certification of at least a D-3 or a Collections ticket of at least a C-3, thereby eliminating the need for a Tertiary Standby assignment, shall be paid both the Primary and Tertiary rates stated above.
- D. The District and the Union agree to work together within individual departments regarding terms and conditions implementing the standby policy. Standby duty assignments shall be posted in writing with at least a 10-working day notice whenever possible. In order to maintain flexibility for all parties, crew members may trade or give their standby assignment to another trained and qualified crew member.
- E. When possible, Plant Operators will be used as the Attendant for a confined space entry. If not available, or if a third person is necessary, an additional trained and qualified Employee will be called out.
- F. Standby pay is in addition to any pay for actual work time during standby.
- G. Whenever Employees are ordered to perform emergency work in excess of the normal working hours per week, whether or not they are on standby duty, they shall be paid for such work at the hourly equivalent of their hourly salary times one and one-half.
- H. For emergency work calls, Employees shall receive a minimum of two hours pay. For work performed over two hours, but less than four hours, employees shall receive four hours pay.

1. All time is to be paid at 1 ½ times the basic rate.
 2. An Employee will not be paid for more than two call-outs in a two-hour period per calendar day.
 3. Portal to portal pay shall be paid when a standby Employee is called back.
- I. A meal allowance of \$7.50 shall be granted when an employee works at least two hours overtime after his/her regular shift for that day has been completed. The allowance shall be \$10.00 if he/she works two complete shifts without a break.
1. When an Employee works at least four hours on a regularly scheduled day off and he/she receives less than two hours' notice to report to work, he/she will receive a meal allowance of \$7.50. If he/she works a complete shift, the allowance will be \$10.00.
 2. To qualify for the meal allowance on a standby shift, the Employee must actually work at least four continuous hours or one continuous shift and have received less than two hours' notice to report to work.
- J. Any exceptions to the above will be just that, and are not to be construed as a change in the policy or the setting of precedent to be followed in the future.

SECTION 23. REST PERIODS

- A. Subject to the discretion and control of the General Manager, all Employees may be allowed rest periods not to exceed 15 minutes during each four consecutive hours of work.
- B. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one hour of the beginning or the ending of a work shift or lunch period.

SECTION 24. LUNCH PERIOD

- A. All District Employees normally shall be allowed a lunch period of not less than thirty minutes nor more than one hour which shall be scheduled generally in the middle of the work shift.
- B. Whenever it is necessary for Employees to work overtime in excess of two consecutive hours, they shall be granted an additional lunch period, the taking of which is optional with the Employee.
- C. Lunch periods shall not be counted as part of total hours worked, except for those Employees for whom lunch periods include the actual performance of assigned duties.

SECTION 25. SALARY STEP UPON APPOINTMENT TO A CLASS

A. New Employee

Except as otherwise provided herein, any person appointed to a class shall receive the entry step of the range for such class and shall accrue other benefits as a new Employee.

B. Reemployment

Any persons re-employed following layoff shall receive compensation and benefits as though they had been on leave without pay.

C. Reinstatement

Any persons appointed in accordance with the contractual provisions governing reinstatement following resignation in good standing shall be considered as new Employees; provided, however, that at the discretion of the appointing authority, such Employees may receive a starting salary higher than Step A.

D. Return to Former Class

1. Whenever Employees are returned to their former class following promotion or transfer, they shall be placed on that step of the range which they held when they left the former class.
 2. This section shall not apply to existing Employees who return from the Limited Term Position. Any merit increases received during the Limited Term Position shall apply to the Employee's return to their previous position. Therefore, Limited Term Employees shall receive the same step upon their return to their previous position as they received in their Limited Term Position.
- E. Whenever Employees are promoted, they shall receive the lowest step in the higher range which provides a minimum increase of 5%. This salary shall not exceed the top step.
1. A promotion in the same job class will not change the Employee's merit increase date.

F. Transfer

1. Whenever Employees are transferred to a class, the range for which is less than five percent (5%) or the equivalent of one step difference from the range of their former class, such employees shall receive the same step in the new range as they received in the former range, adjusted in accordance with subsection H, if applicable.

2. Employees who are currently at a "II" position, and receive a promotion to a "I" position where the "I" salary scale is lower than the salary scale for the existing "II" position, shall receive a five percent (5%) increase and shall be placed at a "Y-rate" until they meet the qualifications for the "II" position. This shall apply only in cases where the "II" classification is higher than the "II" classification the Employee is

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promoting from.” An example of this is when an Employee promotes from Underground Repair Sewer position to a Pump Station Operator I position, where the employee must remain at the Pump Station Operator I until they meet the qualifications and requirements for the Pump Station Operator II position.

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G. Demotion

1. Whenever Employees are demoted, due to layoff, to a class having a lower salary range, their salary range shall be that step in the new range which provides equal or, in the absence thereof, the nearest lower salary to that which they received prior to the demotion. In all cases of voluntary demotion, the Employee shall receive the same step in the lower range as they received in the higher range. There shall be no change in merit increase date on demotion (keep current date).
2. Employees demoted as a result of rejection during a probationary period in a promotional position shall revert to the merit increase date they previously held in the lower class.
3. In all cases of demotion for cause, the salary placement shall be determined as part of the disciplinary action.
4. Employees may demote into prior bargaining unit positions held in the District.

H. Adjustment for Length of Service

The salary advantage of an entry step above Step A shall apply only to the class for which it is established and shall not apply to any Employees who change to another class. The salary step for Employees who voluntarily change to a class with a lower entry step shall be reduced to the step that is commensurate with their length of service in the former class.

I. Return Following Leave Without Pay

Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to Employees returning from military leave.

J. Appointment of Exceptional Applicant

The General Manager may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability in the hiring process and whose combined education and knowledge and experience represents substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be given to current employees in the same class who possess comparable qualifications and if determined equivalent, adjustments shall be made in accordance with the provisions of Section 26 of this Memorandum.

- K. Any change to job descriptions for a classification shall be subject to the meet and confer process.

SECTION 26. MERIT INCREASES IN SALARY STEP

- A. Increases in steps above the entry step shall not be automatic but shall be based on performance and length of service and shall be granted to eligible Employees at the discretion of the General Manager. The following are requirements for granting a merit increase:
 - 1. For Employees hired before January 1, 2013, the Employee must have earned the equivalent of at least six months of full-time eligible service since their merit increase date for increases from Step A, C, D, E; twelve months service from Step B and twelve (12) months service from Step G. For Employees hired on or after January 1, 2013, Steps A and B will be eliminated. Step C will become the new Step A, and the steps will go through Step F. The Employee must have earned the equivalent of at least twelve months of full-time eligible service since their merit increase date for increases between each step, except for the initial probationary step, which shall be at six months, regardless of which step hired into. An Employee moving from a I to a II position shall be placed at the next lower step on the new position as they were on in the old position. This does not apply to Plant Operators, as there is no Operator II position. Plant Operators that skip the Grade II exam and pass the Grade III exam shall move to Operator III with a minimum 10% increase.
 - 2. The General Manager must specifically approve the merit increase for which an Employee is eligible.
- B. Except as otherwise provided herein, Employee's merit increase dates shall be computed from the first day of service in any class or the date of their last merit increase, whichever is most recent.
 - 1. Upon promotion, an employee will receive a new merit increase date. This shall not apply to movement from I to II in the same class.
- C. Extra help employment shall not be considered eligible service for merit increases.

SECTION 27. GENERAL SALARY ADJUSTMENTS

~~Effective June 29, 2017 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%). Effective June 28, 2018, June 27, 2019 and June 25, 2020~~

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~~Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%) each respective year.~~

~~A. Upon ratification of this Memorandum of Understanding, a Total Compensation Study will be performed, for implementation the following June 27, 2019, with full involvement by a labor management committee. The committee will agree which consultant and agencies to use as a first step. The selected consultant will also be tasked with assisting the committee in making a determination as to the appropriate CPI Index(es) for South Lake Tahoe. Implementation of the Compensation Study is to be negotiated upon its completion, but in no event shall affect the application of the full cost of living adjustment for each Union position for the term of the contract.~~

~~Effective June 24, 2021 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%). Effective June 23, 2022 and June 22, 2023 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%) each respective year.~~

~~Between July 1, 2023 and June 20, 2024, a Total Compensation Study will be performed for implementation June 20, 2024, with full involvement by a labor-management committee. Implementation of Compensation Study is to be negotiated upon its completion.~~

A. Survey Adjustments

~~1. Under market positions as identified in the 2019 Final Compensation Report (Study) dated April 2, 2019; shall be increased to the Labor Market Median as shown in the Study in three adjustments. The total net adjustment of 76.69% shall be implemented in two equal adjustments on June 27, 2019 and June 25, 2020. The net adjustment is the sum of the over market and under adjustments as identified in the Study. The third adjustment shall be on June 24, 2021.~~

~~1. Prior to the next contract negotiations in June 24³⁰, 2021, the District will update the Compensation Study salaries using the same agencies and same comparable positions used in the 2019 Final Compensation Report dated April 2, 2019^{current Study}. This will be identified as the 2021 Study.~~

~~2. Positions found to be over-market by 2.5% or greater as identified in the 2021 Study will be frozen as of June 24, 2021, until they are found to be equivalent to, or less than the Labor Market Median (assessed annually). Once this condition is met, such positions shall resume negotiated Cost of Living increases. Positions found to be over-market by less than 2.5% shall receive a Cost of Living increase of the difference between 2.5% and the over-market amount. Such positions will be surveyed annually and once found to be equivalent or less than the Labor Market Median, such positions will resume negotiated Cost of Living Adjustments.~~

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| B-A. Reclassification Process

Whenever the scope, responsibility, or assigned job duties for any position substantially change, a request for salary range adjustment, with all supporting documentation, may be presented to the General Manager. All decisions shall be documented by stating the reason(s) for approval or denial. Decisions by the General Manager shall be final.

If the District wishes to change the salary range of a position, it shall be done on a meet and confer basis with the Union, pursuant to the above process.

| C-B. Y-Rate Adjustments

1. Whenever an Employee would suffer an actual decrease in salary as a result of action taken by the District, without fault or inability on the part of the Employee, the General Manager may adopt a Y-rate to apply only to the Employee so affected.
2. Any Employee for whom a Y-Rate is established shall not receive any increase in salary until such time as their rate of compensation is within the established range for their class.

| D-C. Emergency Salary Adjustments

1. Whenever exceptional recruitment and/or retention difficulty is encountered in a class due to the established salary range, the Board of Directors may establish a temporary recruitment and/or retention pay allowance for the class.
2. Such temporary pay allowance shall be the equivalent of one or more salary steps for the class.
3. The Board of Directors shall designate the step or steps of the established salary range for the class to which the temporary pay allowance shall apply, and the pay allowance shall apply uniformly to every Employee in the salary steps so designated.
4. Such temporary pay allowance shall automatically terminate upon the effective date of the new Annual Salary Resolution.
5. The establishment and termination of such temporary recruitment pay allowance shall not affect any Employee's merit increase date or step within the established salary range for the class.

6. When an Employee's change in class and/or salary occur simultaneously with adjustment in salary, the Employee's change shall precede the annual Salary Resolution adjustment in application.

SECTION 28. OUT-OF-CLASS SALARY ADJUSTMENTS

- A. Employees assigned responsibility not required of their classification and required of a classification whose salary range is five percent (5%) or more than the Employee's classification, excluding non-specified tasks, shall be paid at a rate of five percent (5%) greater than their classification for time actually spent performing the out-of-classification responsibilities.
- B. Employees assigned responsibility as Acting Supervisor, or assuming responsibility thereof when not specifically assigned (i.e., when supervisor is sick), shall be paid at a rate of seven and one-half percent (7 ½%) greater than their classification for time spent having the Acting Supervisor responsibility and being available to perform the duties. Such Acting Supervisor pay will be for the entire work shift that the employee is available to perform the Supervisor responsibilities. Lab personnel supervising the Part-Time Lab Aide shall receive Acting Supervisor pay during that assigned weekend shift.
- C. Acting Supervisor pay shall be paid on an interim basis for 60 days, and may be extended by the General Manager for another 30 days. Thereafter, Supervisor pay shall apply and Employees will be placed at the step in the Supervisor's range that corresponds with their step in their current range for the remainder of the acting assignment. Employees filling in for management positions on a long-term basis, as stated in the above paragraph, will receive an additional 7.5% for a total of 15% over their regular base pay.

SECTION 29. PREMIUM PAY

- A. When regular Employees are assigned to work specified shifts regularly with hours other than 7:00 a.m. to 6:00 p.m., or days other than Monday through Friday, such regular employees shall receive a rate of pay equal to their hourly rate plus five percent (5%) premium payment. The premium shall apply to any overtime pay earned due to extra hours worked. The provisions of this paragraph shall not apply to any Employees assigned to 12-hour shifts or working Monday through Friday on a regular basis.
- B. Effective September 17, 1999, the Union was certified by the National Labor Relations Board (NLRB) as bona fide under Section 7(b) of the Fair Labor Standards Act (FLSA). As a result of collective bargaining, the parties have reached an Agreement regarding implementation of a plan under Section 7(b)(2)

of the Fair Labor Standards Act. Therefore, in conjunction with the terms of the Agreement, Employees who work 12-hour shifts in the Operations department, shall receive an 8.37% premium pay. The 8.37% premium pay will replace paid overtime for the extra eight hours worked on the third week of the schedule rotation. The premium pay shall apply to all hours worked. Holiday and any Leave hours do not count as hours worked for purposes of calculating this premium.

- C. Employees assigned to the solids system shall be paid a three and one-half percent (3 ½%) differential when working in the solids system one full shift, or for actual time spent in the solids system. This premium shall not apply to 12-hour Employees in the Operations department, whose solids system differential is included in paragraph B above.

SECTION 30. OVERTIME

- A. Overtime pay shall be one and one-half (1-1/2) times the Employee's basic rate of pay. All hours worked in excess of designated daily shift shall be compensated at the overtime rate. Hours worked in excess of the designated daily shift shall be approved in advance by the Employee's supervisor.
 - 1. If, after working overtime, there is less than an eight hour period between the time the employee leaves work and his next scheduled work shift, the employee shall take the following shift off and will be paid regular pay for the missed shift. Overtime work and time off will be subject to supervisor and/or manager approval. For Employees in the Operations department, they shall be allowed to leave their work shift early enough to allow for eight hours off before an early mandatory morning meeting, subject to supervisor/manager approval.
- B. Employees may elect to accumulate overtime hours at one and one-half (1-1/2) times the Employee's basic rate of pay. These hours may be accumulated for future use by the Employee. The total accumulated compensatory time shall not exceed sixty (60) hours. All overtime worked by Employees exceeding the total accumulated compensatory time of sixty (60) hours shall be paid at the end of the pay period when accrued.
 - 1. The accumulation of compensatory time is not mandatory; the discretion lies with the Employee.
 - 2. The District shall maintain a record for each Employee of the accumulation and use of compensatory time.

3. Compensatory time off shall be approved in advance by Employee's immediate supervisor, who may deny such time off if the supervisor determines the use of this time would be unduly disruptive.
- C. No employee shall receive overtime pay for attending voluntary schooling or conferences. If attendance is mandatory and hours exceed normal shift, the Employee shall be compensated at the appropriate rate.
 - D. Part-time Employees shall not receive overtime pay until they have worked at least eight (8) hours in one work day.

SECTION 31. PAYMENT OF SALARY

- A. The pay period for all Employees shall be based on a biweekly period.
- B. Salaries shall be computed in accordance with the following provisions:
 1. The regular salary for each Employee shall be based on the actual number of days or hours worked in the period, including authorized absences with pay, multiplied by the Employee's hourly rate. Except for Holiday situations and use of Safety Incentive Pay for 9/80, 10, or 12-hour Employees, and subject to Section 37, all Employees must utilize accrued paid leave, unless on approved FMLA leave, to cover any absences, so that he or she will be paid for his or her normal schedule each work week (i.e., no short checks). This shall not apply to short checks when an Employee may take only the full 8 hours of holiday or Safety incentive pay for the Holiday.
 2. Special payments, including standby, overtime, premium and other special payments, shall be calculated in accordance with the pertinent provisions of this Memorandum and the Annual Salary Resolution.
 3. New Employees, as a condition of employment, shall be required to participate in the District's Direct Deposit program for all compensation.
- C. Salaries shall be paid to all Employees in accordance with the following schedule, provided, however, that Employees who are not paid pursuant to the regular biweekly payroll may be paid on a different date:
 1. Regular salaries for each pay period shall be paid not later than the 5th work day of the following week; except that if the 5th work day of the following week falls on a non-work day, but is preceded by a work day, the salaries provided for herein shall be paid on the 4th work day of said week; and except that if the 5th work day of the following week falls on a non-work day and is preceded by a non-work day, the salaries provided for herein shall be paid on the first following work day of said week.

2. Special payment, including standby, overtime, premium and other special payments, shall be made not later than the regular payroll for the period following that in which such payments are earned or accrued.
- D. The compensation provided in this Memorandum shall be payment in full for all services rendered in a District position and no Employee shall accept any other compensation for services performed in such position.
- E. The District agrees to allow up to two (2) Union members to participate in the Board of Directors' two-member Finance and Operations Committees. Said Union Employee representative(s) may be on a rotational basis, depending on the committee agendas and Employee interest. It is understood by both parties that said committees are advisory only, and do not take any Board action, other than making recommendations to the full Board.

SECTION 32. EMPLOYEE BENEFITS

A. Eligibility

1. Regular Full-time Employees who work (or receive paid leave) for a minimum of 80 hours per month will receive full accrual/pay for holiday, sick leave, vacation, and compensatory time, and are eligible for full participation in the District's health and welfare insurance benefits programs and retirement programs.
2. Regular Part-time Employees who regularly work less than 80 hours per month will receive proportional accrual/pay for holiday, sick leave, vacation, and compensatory time, and are not eligible to participate in the District's health and welfare insurance benefits programs or retirement program.
3. Regular Full-time Employees who work (or receive paid leave) for less than ~~80-40~~ hours per ~~month pay period~~ due to medical leave or layoff will receive proportional accrual/pay for holiday, sick leave, and vacation, ~~and compensatory time~~. At such time that a Regular Full-time Employee works, or receives paid leave for less than 80 hours per month, health insurance benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status). This section shall not apply to Employees on leave due to a work-related injury or illness.
4. Regular Full-time Employees who are on Pregnancy Leave and work (or receive accrued paid leave for) less than 80 hours per month will receive proportional accrual/pay for holiday, sick leave, vacation, and compensatory time for a period of four (4) months. At such time that such Employee works or receives paid leave for less than 80 hours per month, health insurance

benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status).

5. Regular Full-time Employees who are on unpaid leave of absence will receive no accrual/pay for holiday, sick leave, or vacation leave. Health insurance benefits will be continued for a period of three months, beginning on the first of the month following the first month of unpaid leave status.

B. Insurance Benefits Committee

The District will form an Insurance Benefits Committee which includes representation by either the Shop Stewards or elected representatives, to discuss matters pertaining to the health insurance benefits program(s). Such discussions shall uphold the confidentiality of individual Employees, and shall be for the purpose of discussing plan document and/or claims administration issues in general. The process for addressing individual concerns regarding claims processing is contained in the Dental Insurance Plan Document.

C. Health and Welfare Benefits Programs

1. Health Insurance Plan

First and foremost, the District and the Union desire Employees and their families to maintain good health by encouraging personal responsibility, while utilizing insurance resources efficiently. In order to promote a wellness culture in the workplace, the health insurance plan will provide incentives to maintain the current level of benefits. Employees are encouraged to carefully read and refer to the Plan Document for the details of all the benefits listed in this section.

- a. Each Eligible Employee as defined in Section 32.A. above, their eligible dependents, or their Registered Domestic Partner as defined by California state laws, shall be provided with hospitalization, prescription drug, medical and dental insurance coverage.
- b. Effective January 1, 2013, Employees shall be covered by the ACWA-JPIA Prudent Buyer Classic Plan or the ACWA-JPIA Consumer Driven Health Plan for medical and prescription coverage, with the District fully funding the premium for the Employee and their dependent(s).
- c. If an employee elects to participate in the ACWA-JPIA Consumer Driven Health Plan, the District will contribute to a Health Savings Account (HSA) the following amounts, at the beginning of each calendar year: Single - \$1,300; Employee plus One - \$2,600; and Family - \$2,400. Such funds in the HSA will be considered Employee monies to be used for medical expenses on a tax-free basis.

2. Prescription Program

Every Employee is encouraged to utilize the prescription program in the most cost efficient manner. The prescription program will provide financial incentives to utilize generic and mail order prescriptions whenever possible. Higher co-pays will be charged for brand name prescriptions and for not utilizing the mail order service for maintenance medications unless there is no generic available or a medically necessary waiver is obtained from the doctor.

3. Dental Insurance

Employees and their eligible dependents are encouraged to obtain their routine dental exams and cleanings twice per year, which are provided in accordance with the Dental Insurance Plan Document. ~~Employees complying with the Preventive Dental Program outlined in the Plan Document will maintain the current level of benefits payable for Major Dental care. If the Preventive Dental Program is not followed, Major dental care will be paid at a lower co-insurance percentage.~~

The District will contract out to a third party matters pertaining to dental claim determinations, including the filing of dental claims and review of dental claim denials, except that the District may be consulted on matters involving potential exceptions to Plan exclusions. Information pertaining to medical condition and treatment will not be disclosed to any District employee, except when agreed to by the Employee or necessary in conjunction with a determination of potential exceptions to Plan exclusions.

When requested by an Employee, the Human Resources Director will provide Claims Assistance for an Employee, upon written authorization for same. Such claims assistance may include verifying accuracy of claims processing, verification of amount(s) owed by Employee to provider, and clarification of benefits provided under the applicable Plan Document.

Except for the District's obligation to provide dental insurance coverage in a manner consistent with this section, matters pertaining to the dental insurance plan, including but not limited to eligibility determinations and the denial or processing of claims, are not subject to the grievance procedure under this Memorandum.

4. Vision Care

Vision care insurance coverage premiums will be fully paid by the District for eligible Employees, their eligible dependents, or their Registered Domestic

Partner, and will provide eye examinations and lenses every twelve months and frames every twenty-four months with no deductible pursuant to plan terms.

5. Long-Term Disability Plan

The District will provide a Long-Term Disability Plan (LTD) to all eligible Employees as defined in Section 32.A. above.

6. Life Insurance

The District will provide a Life Insurance Plan with benefits of \$70,000 to all eligible Employees as defined in Section 32.A. above.

7. CalPERS Retirement Plan

- a. For Employees hired before January 1, 2013, the Union and the District agree to maintain participation in the California Public Employees' Retirement system (CalPERS) for the Miscellaneous Plan 2.7 Percent at Age Fifty-five (2.7% @ 55), Supplemental Formula, Zero Percent (0%) Prior Service, in the Risk Pool effective July 1, 2006, and that the District shall remit to CalPERS the entire required contribution for each eligible Employee.
 - i. The District shall pay the first ten percent (10%) of the required contribution. All required CalPERS contributions exceeding ten percent (10%) shall be split evenly between the District and the Employees so that the District pays one-half of the cost exceeding ten percent (10%) and the Employees pay the remaining one-half of the cost exceeding ten percent (10%) via payroll deduction (pre-tax), up to a maximum cap of 8% paid for by Employees.
 - ii. Should the CalPERS required contribution drop below ten percent (10%), Employees shall be paid a bonus of one-half of the percentage below ten percent (10%). Such bonus shall be paid at the first pay period following the end of the fiscal year. The District shall retain the other one-half of the percentage below ten percent (10%).
- b. Effective January 1, 2013, new Employees as of January 1, 2013 will be under the CalPERS plan allowed by AB 340 Public Employees' Pension Reform act. New members to CalPERS, as defined by law, will be at the 2% @ 62 formula and be subject to the new cost-sharing

formula as defined by CalPERS. The District will comply with all laws pertaining to this new pension reform.

c. The following Special Compensation Categories are paid by the District when employees are performing the related tasks:

1. CalPERS Special Compensation

STPUD Pay Description	Classic Eligible Y/N?	PEPRA Eligible Y/N?	CalPERS Category/Type
Premium Biosolids Bldg.	Y	Y	Special Assignment Pay – Hazard Premium
Premium Acting Supervisor	Y	Y	Special Assignment Pay – Lead Worker/Supervisor Premium
Premium Acting Lead	Y	Y	Special Assignment Pay – Lead Worker/Supervisor Premium
Backflow Pay	Y	Y	Premium Pay/Temporary Upgrade Pay
Compaction Testing Pay	Y	Y	Premium Pay/Temporary Upgrade Pay
Premium Out of Class	Y	N	Premium Pay/Temporary Upgrade Pay
Premium Weekend	Y	Y	Special Assignment Pay/Shift Differential
Premium Swing	Y	Y	Special Assignment Pay/Shift Differential
Premium Operator Pay	Y	N Y	Statutory Items/FLSA
Uniform	Y	N	Statutory Items/Uniform Allowance

8. IRS 125 Flexible Benefits Program

District shall continue to provide the voluntary flexible benefits program in effect as of June 30, 1996. District will allow additional payroll deductions for a flexible benefits program and for other ancillary Employee-paid insurance programs. Costs for administration of all aspects of the flexible benefits program shall be equally shared by the Participants and the District.

Participants in the ACWA-JPIA Consumer Driven Health Plan, who receive the District’s Health Savings Account contribution as defined above, are not eligible to participate in the IRS Section 125 Flexible Benefits Program for Medical Reimbursement. They may participate for Dependent Care expense reimbursement.

9. Deferred Compensation Plan

District shall continue to provide the voluntary Deferred Compensation program in effect as of the date of this Memorandum of Understanding. District will allow payroll deductions for such Deferred Compensation program, in accordance with applicable law. The Deferred Compensation Plan will allow participant loans from individual accounts, with a loan maturity date consistent with the deferred compensation plan provider’s loan

procedures. The current deferred compensation plan provider, for example, allows mortgage loans for a period not to exceed fifteen years.

10. Retirement Health Savings Plan

The Union and the District agree to form a joint committee to implement a Retirement Health Savings Plan for all Employees. As of June 21, 2012, the District will contribute \$100 per month per employee toward the above Retirement Health Savings Plan. Effective June 29, 2017 and for each subsequent contract year thereafter, the District's contribution to the Retirement Health Savings Plan (RHSP) will increase by the percentage increase the preceding January to the ACWA-JPIA Prudent Buyer Classic Plan premium increase.

SECTION 33. HOLIDAYS

A. All Regular Employees of the District shall be entitled to the following holidays with pay:

1. January 1, Martin Luther King's Birthday, 3rd Monday of February, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, December 24, December 25.
2. Eight hours of Floating Holiday to be used on a date selected by the Employee and approved by his/her supervisor. Holiday shall be accrued on the first payday of the contract year.

B. Observed Holidays

All Employees shall observe the holiday on the federal or state-recognized holiday, with the exception of Employees regularly assigned to work on Saturdays or Sundays. Employees regularly assigned to work on Saturdays or Sundays shall observe the holiday on the actual date (Saturday or Sunday). Work time on holidays worked may not be converted to compensatory time, if it is a regularly scheduled workday.

C. Pay Rate Schedule

All Employees who work on the observed holiday shall receive the appropriate rate, as indicated below, for all hours worked that day.

Time and ½ Hourly Rate
Martin Luther King Birthday

Hourly Rate times 2
January 1

3rd Monday in February
Veterans Day
Friday after Thanksgiving
December 24

Memorial Day
July 4
Labor Day
Thanksgiving Day
December 25

D. Holiday Time Off and Holiday Pay

Holiday Time Off and Holiday Pay shall occur according to the following three scenarios:

1. Holiday falls on Regular Work Day – Employee Takes Day Off.
 - a. Employee receives 8 hours of Holiday Pay at straight time.
2. Holiday falls on Regular Work Day – Employee Works.
 - a. Employee receives appropriate pay according to the above pay rate schedule for hours actually worked on the holiday.
 - b. Employee also receives eight (8) hours of Holiday Pay at Straight Time, or;
 - c. Employee accrues eight (8) hours Holiday Pay Straight, to take off later.
3. Holiday falls on Regular Day Off.
 - a. Employee may take either preceding or following work day off and receive 8 hours Holiday Pay Straight for day taken off, or;
 - b. Employee receives eight (8) hours Holiday Pay, or;
 - c. Employee accrues 8 hours to take off before the end of the contract year.

E. Holiday Scheduling & Pay

1. Scheduling Employees to work holidays, or to take Holiday Time Off, is the sole discretion of the District. Accrued Holiday Time Off shall be taken with prior supervisory approval.
2. All accrued days, as of the last pay period of the contract year shall be paid, and no accrued days shall be carried past the end of the contract year.

SECTION 34. VACATION LEAVE WITH PAY

- A. Vacation with pay shall be earned by regular Employees based on the equivalent of full-time service from their regular employment date of appointment.
1. Vacation credit shall accrue to the Employee on the first of the pay period following the pay period in which it is earned.
 2. All Employees who have less than three (3) years of service shall accrue vacation on the basis of 6-2/3 hours for each full month of service (80 hours per year).
 3. All Employees who have more than three (3) but less than ten (10) years of service shall accrue vacation on the basis of ten (10) hours for each full month of service (120 hours per year).
 4. All Employees who have more than ten (10) but less than fifteen (15) years of service shall accrue vacation on the basis of 13-1/3 hours for each full month of service (160 hours per year).
 5. All Employees who have more than fifteen (15) years of service but less than twenty (20) years of service, shall accrue vacation on the basis of fourteen (14) hours for each full month of service (168 hours per year).
 6. All Employees who have more than twenty (20) years of service shall accrue vacation on the basis of 14-2/3 hours for each full month of service (176 hours per year).
 7. Vacation may be accumulated to a maximum of two (2) years' service on any accrual date. Thereafter, no further vacation will accrue until the Employee uses a portion of accrued vacation. Subject to the discretion of the General Manager, vacation may be bought back on a one-time per year basis, to be paid on the first pay period in December, in an amount not to exceed 50% of annual accrual.
 8. Vacation shall be scheduled a minimum of two (2) weeks and a maximum of twelve (12) months in advance. Vacations with less than two weeks' notice may be granted by department Manager or Supervisor.
- B. All Employees who have more than six (6) months of service shall be eligible to use accrued vacation.
1. The General Manager shall determine the period when accrued vacation time may be taken by each Employee, consistent with the requirements of the department.
 2. Employees who separate or are terminated from District service or who take military leave in excess of 180 days without providing notice of intent to return

to work after the military leave, shall be paid the monetary value of their accrued vacation.

- C. During any pay period in which an employee does not work full time or does not receive a full paycheck (by using sick, vacation, or compensatory accrued hours) vacation leave accrual will be applied in accordance with Section 32. This shall not apply to 10- or 12-hour Employees who elect to receive their 8 hours holiday pay and not use additional vacation, sick, or compensatory pay to equal a full check for a holiday. Employees on leave due to a work-related injury who utilize accrued sick, vacation, or compensatory time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue vacation hours at full accrual rate. If such accrued hours are not used or are not available, no further vacation hours will accrue until the Employee returns to work.
- D. Employees placed on unpaid suspension shall not accrue vacation leave during the period of their suspension.

SECTION 35. SICK LEAVE WITH PAY

Sick leave is a benefit to be used in the event an Employee or their family member, as defined elsewhere in this Memorandum, is unable to report for duty because of illness or injury without the loss of income. Sick leave is intended to be used for medical purposes, except as outlined elsewhere in this Memorandum, and should not be misconstrued as vacation.

Employees are encouraged to use sick leave when they are ill in order to protect the health of others in the workplace and to speed their own recovery.

- A. Sick leave with pay shall be earned by regular Employees based on the equivalent of full-time service from the date of appointment.
 - 1. Sick leave will accrue to the Employee on the first day of the pay period following that in which it is earned.
 - 2. Sick leave shall accrue on the basis of eight (8) hours per full month of service and may be accumulated without limit.
 - 3. Employees placed on unpaid suspension shall not accrue sick leave during the period of their suspension.
 - 4. During any pay period in which an Employee does not work full time or does not receive a full check (by using accrued paid leave hours) sick leave accrual will be applied in accordance with Section 31.

- a. This shall not apply to 9/80, 10- or 12-hour Employees who elect to receive their 8 hours holiday or Safe Incentive pay and not use additional accrued leave pay to equal a full check for a holiday. Employees on leave due to a work-related injury who utilize accrued sick, vacation, or compensatory time to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue sick hours at full accrual rate. If such accrued hours are not used or are not available, no further sick hours will accrue until the Employee returns to work.

5. During any period of disability for which payment is provided under State Disability Insurance, or Paid Family Leave Benefits, the Employee may elect to coordinate SDI/PFL benefits (see coordination language below) or to receive the sick leave with pay in an amount equal to the difference between the disability or paid family leave benefit and full pay. See examples below. SDI Coordination consists of combining SDI benefits and District pay using available leave accruals. Employees eligible for SDI benefits shall use their available sick leave accrual when supplementing SDI benefits up to 100% of District regular gross wages to at least cover taxable benefits. After Employee has used all available sick leave accrual, other available accrual types may be used.

The District will utilize the Employee's SDI benefit payment advice as the basis for coordination of gross wages. Should any combined payment of District gross wages and SDI benefit exceed Employee's regular gross wages (overpayment), Employee will be required to remit payment to the District to buy back leave hours equal to the overpayment (see buy back provision below).

Examples:

1. Employee uses minimal hours to cover deductions that results in less than 40 hours per pay period. After audit of combined wage/benefit payments to ensure gross wages have not been exceeded, Employee retains benefit amount for SDI. Note: In this case, sick and vacation accruals, and holiday pay or holiday accrual will be pro-rated per Section 32.A.3.
2. Employee uses 40 hours per pay period. After audit of combined wage/benefit payments, employee is required to remit payment to the District for any amount over 100% of gross wages and sick leave as well as vacation leave (if desired), will be credited proportionately.
3. Employee uses 80 hours per pay period. Since this scenario results in combined payment over 100% of gross wages, Employee remits the amount of SDI/PFL benefit to the District and sick leave (as well as vacation leave if desired) will be credited proportionately.

Buy back of leave hours may be calculated proportionately between sick and vacation accrued leave used during the period of disability. Proportion shall be calculated using sick and vacation leave balances on the first day of disability. An Employee may elect to buy back only Sick leave but may not elect to buy

back solely vacation leave. In no instances will vacation leave be credited in an amount exceeding the total vacation paid throughout the period of disability.

B. Regular Employees may use sick leave for the purpose specified in this section:

1. Absence from duty when quarantined because of exposure to a contagious disease or when incapacitated from performing their duties because of personal illness, injury or dental work.
2. Absence from duty for examination or treatment by a dentist, medical doctor, or physician under circumstances not involving quarantine or incapacity, provided, however, that such absences shall be scheduled at the discretion of the General Manager or his/her designee.

Absence from duty for attendance upon their spouse, or Registered Domestic Partner, or for attendance on a close relative because of illness or injury which incapacitates such family member and definitely requires personal care. Such absence shall be limited by the appointing authority to the time reasonably required to make other arrangements for such care. A close relative includes children, parents, grandparents, grandchildren, sisters and brothers, aunts and uncles, natural, adopted, and by marriage.

3. Absence from duty to transport their spouse or to transport a child or close relative, as defined above, residing with the Employee to and from a local hospital for medical treatment or operation, including childbirth.
4. Absence from duty to be in attendance, at any location, during serious medical treatment or operation, including childbirth, performed upon their spouse or performed upon a child or close relative, as defined above, residing with the Employee.
5. Upon termination, a regular Employee hired before January 1, 2013 shall receive a cash payment equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1040 hours, times their regular hourly rate. Employees hired on or after January 1, 2013 shall not receive a cash payment of accrued unused sick leave upon termination.
6. Employees who have 1040 hours of accrued sick leave may accept payment for 100% of the excess over 1040 hours. They may elect to continue the accrual of sick leave beyond the 1040 hours if they do not want payment for the excess over 1040 hours. When payment is chosen, it will be paid on the first payday in December of each year. This provision shall also apply to Employees hired on or after January 1, 2013.

7. Upon death of an Employee, the beneficiary shall be paid accumulated sick leave to a maximum of 1,040 hours. This shall not apply to beneficiaries of Employees hired on or after January 1, 2013.
 8. The District's PEPRA CalPERS contract includes up to six (6) months of sick leave conversion to service credit upon termination. To be eligible for this contract feature the member's retirement date must be within 120 days from the date of separation from the District. Vesting of 10% per full year of employment will be applied to the sick leave balance as of the termination date. The vested sick leave balance is the amount that will be reported to CalPERS.
- C. It shall be the duty of the General Manager to enforce the provisions of this section and to record each absence for sick leave, including a clear statement of cause and such supporting evidence as is used in determining the necessity of such leave.
 - D. Employees are required to notify their immediate supervisor or department head at least one (1) hour prior to the time set for performing their daily duties, or as soon as possible under extenuating circumstances. Failure to follow this directive could result in disciplinary action.
 - E. If absence from duty due to sickness extends beyond the period of three (3) consecutive working days, the supervisor or department head may require the Employee to provide a doctor's note certifying their illness or disability and confirming their need for sick leave.
 - F. The General Manager or his designee may require an Employee to provide a doctor's note certifying illness or disability at any time they are aware of information or have reason to believe that an Employee is abusing the sick leave privilege.
 - G. The General Manager or his/her designee may require an Employee to provide a fit for duty statement by a medical doctor following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used.
 - H. When sick leave balances are exhausted, Employees must use their available leave balances, except when the Employee is on Family Medical Leave, Workers' Compensation, or is coordinating their leave with State Disability Insurance or Paid Family Leave benefits.
 - I. An Employee intending to use sick leave for medical appointments shall notify his/her immediate supervisor in advance of the appointment. Sick leave use for this purpose must be approved in advance by the Employee's immediate supervisor.

J. Sick Leave Reporting Requirement

If a supervisor/manager has reason to believe that an Employee is not using their sick leave appropriately, e.g., unusual pattern of sick leave use, excessive use of incidental sick leave, etc., the employer may place the Employee on a sick leave reporting requirement. Employees placed on Sick Leave Reporting will be required to bring a doctor's note for all absences until they are released from this requirement. The steps for this process shall be as follows:

1. The supervisor/manager will meet with the Employee and provide a list of problem absences. Absences subject to FMLA or workplace injury (workers' compensation) shall not be included in the list of problem absences.
2. The supervisor/manager will provide the Employee with written documentation that specifically outlines the employer's concerns and expectations. The Employee will be notified in writing of the timelines and the goals they are expected to achieve.
3. The Employee and the supervisor/manager will meet at least quarterly to discuss this issue until the Employee is removed from the sick leave reporting requirement.
4. Nothing herein shall preclude the District from taking disciplinary action for abuse of sick leave in accordance with existing MOU provisions in addition to following the procedures outlined above.
5. To ensure District-wide consistency in application, the General Manager or his/her designee will oversee the sick leave reporting requirement process.

SECTION 36. INDUSTRIAL ACCIDENT LEAVE

A. Employees who are injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as awarded under Workers' Compensation laws of California. Employees who suffer an injury resulting from employment duties shall use the general procedures and receive benefits as set forth below. Complete injury reporting procedures are available in the District's Injury and Illness Prevention Program.

1. It shall be the mandatory duty of Employees to report to their supervisor any possible injury on the date of occurrence or as soon thereafter as their condition permits; failure to do so shall be considered cause for disciplinary action.

2. Employee shall immediately notify their supervisor and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the General Manager.
 3. The Employee shall not be considered absent from duty during the time required for medical examination and/or emergency treatment; however, overtime pay shall not be paid for treatment extending beyond normal shift.
 4. If any Employee is injured on the job, the supervisor shall immediately notify the General Manager and/or the Human Resources Director and shall promptly provide such information as may be requested.
- B. During any period of disability for which payment is provided under Workers' Compensation insurance, the Employee may elect to receive sick leave with pay in an amount equal to the difference between any compensation benefits and full pay or the employee may elect to endorse the Workers' Compensation insurance benefits over to the District and receive a full paycheck from the District.

SECTION 37. LEAVES OF ABSENCE

- A. A regular Employee may be authorized a leave of absence with or without pay. Such a leave shall entitle the Employee to be absent from duty for a specified period of time and for a specified purpose, with the right to return as provided in the approved leave.
1. No additional sick or vacation accruals shall occur during an unpaid leave of absence.
- B. A request for a leave of absence with or without pay shall be made in writing. Such leave shall be subject to approval of the General Manager, and health insurance benefits shall be applied in accordance with the provisions of Section 32, Employee Benefits. ~~Except for absences covered by the FMLA/CFRA Policy or California's Pregnancy Disability Leave law, where use of accrued leave is optional, no Employee shall be granted a leave of absence without pay until he or she has used all accrued sick leave, vacation leave or compensatory time off.~~ A leave may be granted for a period not to exceed 90 days for the following purposes:
1. Illness beyond that covered by FMLA or Pregnancy Disability Leave. Medical provider certification form documentation may be required.
 2. Education or training which would benefit the District.
 3. Other personal reasons, approved by the General Manager, when, in his/her judgment, service or cost will not be adversely affected.

- C. Leave of absence with or without pay shall be granted to an Employee who is temporarily disabled due to pregnancy. With medical provider certification form documentation, the leave shall cover a reasonable time before, during, and after childbirth, based on her physical disability related to the pregnancy and/or childbirth.
- D. An Employee may be granted an extension of a leave of absence with or without pay for not more than 90 days. Such an extension shall be based on unusual and special circumstances and shall be subject to approval of the General Manager.
- E. An Employee may be granted a leave of absence without pay for a period not exceeding 30 calendar days upon the discretion of the General Manager. Such a short-term leave may be granted for any reason.
- F. A leave of absence may be revoked by the General Manager upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.
- G. A probationary Employee may be granted a leave of absence without pay by the General Manager for a period not to exceed 90 days to cover an illness, injury, or other disability only. The probationary period shall be extended by the amount of such leave granted.
- H. Full time or part time employment by another employer during a leave of absence (including FMLA/CFRA or Pregnancy Disability Leave) is prohibited and shall result in termination.

SECTION 38. BEREAVEMENT LEAVE

- A. The General Manager may authorize bereavement leave with pay for a regular Employee when needed due to the death of his/her parent, spouse, natural or adopted child, step-child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the Employee at the time of death.
- B. Such absence for bereavement shall be limited to time which is definitely required and shall not exceed 40 hours for any one death unless the death is that of a spouse or child, in which case the Employee may take an additional 40 hours of accrued time off.
- C. For a relative not listed in paragraph A above, an Employee, with supervisor and program manager approval, may take the necessary time off needed to attend the relative's funeral, up to a maximum of 40 hours. The Employee may use any accrued time off as pay for such time off.

- D. The General Manager or his/her designee may require documentation to approve such leave.

SECTION 39. JURY DUTY LEAVE

- A. Regular Employees who have been summoned or subsequently selected to serve on a jury in a court of law shall receive their regular rate of compensation for normal work hours and days or shifts during such absences. Should jury duty fall on a regularly scheduled day off, Employee will not be compensated by District for that time.
 - 1. The check received from jury duty on a scheduled work day must be endorsed and forwarded to the District which will deduct the mileage compensation and return that amount.
- B. Employees on jury duty are required to:
 - 1. Normally report to his/her work location when there are at least two (2) hours available for actual work time between his/her scheduled starting time and the time he/she is required to report to the court (exceptions require manager approval);
 - 2. Normally report back to his/her work location if he/she is released early and there are at least two (2) hours available for actual work time (not including travel time) (exceptions require manager approval);
 - 3. Obtain attendance slips from the court certifying actual dates of service. These slips are to be attached to the appropriate time sheets for verification of jury duty leave.
- C. Jury duty leave hours taken are not included as hours worked for the purpose of computing overtime.
- D. It is the Employee's obligation to notify his/her supervisor, in writing, as soon as he/she has been called for jury duty and the date for reporting. No Employee shall work additional hours over his/her regularly scheduled hours on a day on which he/she has jury service unless specifically authorized by the department manager.
 - 1. Night shift employees in the Operations Department shall arrange scheduling with the department manager in order to (1) ensure adequate rest time between jury duty and regular work time and (2) ensure adequate staffing in the department.

SECTION 40. MILITARY ABSENCE

Employees shall be granted military leave pursuant to the federal Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An Employee who does not return within the period of approved military leave shall not be granted any benefits and privileges which are required by state or federal law.

SECTION 41. ABSENCE WITHOUT LEAVE

Absence of an Employee during regular working hours for a portion of a day or more that is not authorized by a specific leave of absence under the provisions of this Memorandum shall be an absence without leave. Any such absence shall be without pay and may be the basis for disciplinary action. Any absence without leave for three consecutive days shall constitute cause for discharge. Such discharge may be canceled if investigation by the General Manager shows that such cancellation is warranted.

SECTION 42. GRIEVANCE AND ARBITRATION PROCEDURE

This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Memorandum.

A. Definitions

1. A grievance is a complaint of one or a group of Employees or a dispute between the District and the Union, involving the interpretation, application, or enforcement of the express terms of the Memorandum.
2. As used in the procedure, the term "Program Manager" means the individual who directs the program in which an employee is assigned.
3. As used in the procedure, the term "working days" shall mean days on which the District office is open.

B. Time Limits

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.

C. Employee Rights

The Employee retains all rights conferred by Government Code section 3500, et.seq.

D. Informal Discussion

1. The grievance initially shall be discussed with the Program Manager. The Employee may be represented by the Union. Within two (2) working days, the Program Manager shall give a decision or response.
2. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - a. Five (5) working days after the event or circumstances occasioning the grievance; or
 - b. Within three (3) work days of the decision rendered in the informal grievance procedure, whichever is later.
3. However, if the informal grievance procedure is not initiated within the period specified in subsection (a) above, the period in which to bring the grievance shall not be extended by subsection (b) above.

E. Formal Grievance

1. A formal grievance shall be initiated in writing on a form prescribed by mutual agreement of the District and the Union and shall be filed with the Program Manager as the first level of appeal. The Employee may be represented by the Union. A copy of the Grievance form is attached hereto as Exhibit C.
2. Within five (5) work days after the initiation of the formal grievance, the Program Manager at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

F. Appeal of Formal Grievance

1. If the grievant(s) are not satisfied with the decision rendered, they may appeal the decision in writing within five (5) work days to the General Manager. The Employee may be represented by the Union or a designated representative.

2. The General Manager shall respond in writing within ten (10) work days to the grievant. If the General Manager determines that it is desirable, he/she shall hold conferences or otherwise investigate the matter.

G. Binding Arbitration

If the General Manager fails to respond in writing as provided, or if the response is not satisfactory to the grievant, the grievant shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the General Manager within ten (10) work days of receipt of his/her decision.

H. Selection of Arbitrator

1. An impartial arbitrator shall be selected jointly by the parties within ten (10) work days of receipt of the written demand.
2. In the event the parties are unable to agree within the time stated, the arbitrator shall be selected by the American Arbitration Association.

I. Decision

1. The decision of the arbitrator shall be final and binding.
2. The arbitrator shall have no authority to add to, delete or alter any provisions of this Memorandum, but shall limit their decision to the application and interpretation of its provisions.

J. Costs

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

K. Witnesses

The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at arbitration hearing held pursuant to this Memorandum. The Union agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

SECTION 43. MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Memorandum of Understanding, the District has the sole and exclusive right to exercise all authority, rights or functions of management. It is agreed that all rights, powers or authority vested

in the District, except those specifically abridged, delegated, deleted or modified by the express terms of this Memorandum of Understanding are retained by the District. The District expressly retains the complete and exclusive authority, right and power to manage its operations and to direct its employees except as the terms of this Memorandum of Understanding specifically limit such authority, rights, and powers. These retained authorities, rights, and powers include, but are not limited to, the right to hire, classify, promote, designate, discipline, evaluate, review, and discharge employees, schedule work as needed, determine levels of staffing, maintain order and efficiency, to supervise and direct Employees in the performance of their duties, to set standards to ensure proper and efficient use of the work force and equipment, to determine qualifications and abilities, and to establish and evaluate the merits, necessity, and/or organization of any service or activity currently offered or offered at any time hereafter by the District.

SECTION 44. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not. It is agreed that the terms and conditions of the Memorandum of Understanding itself shall constitute the whole agreement between the parties thereto, and that the terms and conditions of this Memorandum of Understanding shall supersede all proposals, conversations, or oral or written agreements constituting any portion of the meet and confer process or any other discussion leading up to the Memorandum of Understanding. The parties agree that no agreement was reached on other matters discussed and that the District is not obligated to make any changes or take any action regarding them. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

SECTION 45. SEPARABILITY OF SECTIONS

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

SECTION 46. TERM OF AGREEMENT

The parties agree that this Agreement shall stay in full force and effect through June ~~23, 2024~~19, 2024.

SECTION 47. NO STRIKE AGREEMENT

During the term of this Agreement, it is agreed that there shall be no strike by the Employees nor lockout by the employer.

Signature Page Follows

DATED: _____

SOUTH TAHOE PUBLIC UTILITY DISTRICT

~~Randy Vogelgesang~~ Kelly Sheehan, President, Board of Directors ~~Richard H. Solbrig~~ John Thiel, General Manager/Engineer

Paul Hughes, District Representative ~~Nancy Hussmann~~ Liz Kauffman, District Representative

ATTEST: _____
Melonie Guttry, Clerk of the Board

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39

~~Tony DeMarco~~, President ~~Jerry Kalmar~~, Business Manager

~~Charlie Solt~~, District Representative ~~Steve Crouch~~, Director of Public Employees

~~Cliff Bartlett~~, Shop Steward ~~Brian Chernago~~, Shop Steward

~~Richard Jones IV~~, Shop Steward ~~Wanda Stanley~~, Shop Steward

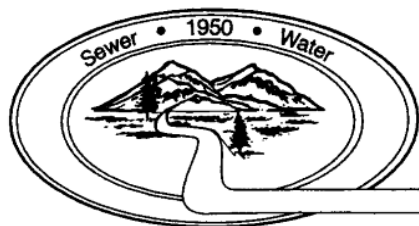
~~Aaron Buckman~~, Shop Steward ~~Doug Van Gorden~~, Shop Steward
~~Bart Florence~~, Business Manager ~~Jeff Gladieux~~, President

~~Charlie Solt~~, Dir. of Public Employees ~~Laura LeSieur~~, Business Representative

Aaron Buckman, Shop Steward Brian Chernago, Shop Steward

Cliff Bartlett, Shop Steward Ross Cole, Shop Steward

Richard Jones IV, Shop Steward



South Tahoe Public Utility District

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BOARD AGENDA ITEM 6f

TO: Board of Directors

FROM: John Thiel, General Manager
Paul Hughes, Chief Financial Officer
Liz Kauffman, Human Resources Director

MEETING DATE: June 17, 2021

ITEM – PROJECT NAME: Management Staff Memorandum of Understanding effective June 24, 2021

REQUESTED BOARD ACTION: Approve Management Memorandum of Understanding for the term of June 24, 2021, through June 19, 2024.

DISCUSSION: At the Board's direction, the negotiating team consisting of John Thiel, Paul Hughes, and Liz Kauffman, conducted negotiation meetings with the Management Staff Representative from March to June 2021. The enclosed redline version of the Memorandum of Understanding reflects the agreed upon changes to the Management Staff Contract for a three-year term.

SCHEDULE: June 18, 2021 – obtain all signatures from Board, Management Staff and General Manager

COSTS: N/A

ACCOUNT NO: N/A

BUDGETED AMOUNT AVAILABLE: N/A

ATTACHMENTS: Redline version of Management Memorandum of Understanding

CONCURRENCE WITH REQUESTED ACTION: **CATEGORY:** Sewer/Water

GENERAL MANAGER: YES _____ NO _____

CHIEF FINANCIAL OFFICER: YES _____ NO _____

MEMORANDUM OF UNDERSTANDING

June ~~29, 2017~~24, 2021 – June

~~23~~19, 20212024

SOUTH TAHOE PUBLIC UTILITY

And

**MANAGEMENT STAFF OF THE
SOUTH TAHOE PUBLIC UTILITY DISTRICT**

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Appendix A	Salary Schedule	

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" or Memorandum of Understanding, is made and entered into by and between the SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as the "District", and THE MANAGEMENT STAFF OF SOUTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as "management" or "Employee", and has as its purpose the promotion of harmonious labor relations between the District and Management, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay and other conditions of employment.

Section 1. ADMINISTRATION

- A. The General Manager shall be responsible for the administration of, and has the authority to administer, this Memorandum of Understanding, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports and audits he/she deems necessary for proper administration of the Memorandum of Understanding. The General Manager may assign to other District employees such duties in connection with this MOU as he/she deems proper and expedient.
- B. It shall be the duty of the General Manager to keep, or cause to be kept, accurate records of the application of this Memorandum of Understanding.
- C. The District agrees to advise new Employees of the existence of this Memorandum of Understanding.

SECTION 2. DEFINITIONS

For the purpose of this Memorandum of Understanding, certain words and phrases are hereby defined as follows:

- A. **ALTERNATIVE WORK SCHEDULE**: Any schedule which involves a variation of the regular work schedule for a total of an average of 40 hours per week.
- B. **ANNUAL SALARY**: The amount of individual compensation for a full year of service, which is established specifically in Appendix A.
- C. **BOARD**: The elected Board of Directors of the South Tahoe Public Utility District.
- D. **CLASS**: Any position or group of positions within the same pay range as designated in Appendix A, attached hereto and made a part hereof.
- E. **CLASSIFIED EMPLOYEES**: All Employees filling positions within Management that are responsible to the General Manager rather than the Board of Directors. The Executive Services Manager (ESM) shall be designated a Classified Employee for purposes of this Memorandum of Understanding, with the understanding that the ESM is responsible to the General Manager and the Board of Directors.

- F. CONFIDENTIAL EMPLOYEES: The General Manager shall be considered a Confidential Employee and is excluded from this Memorandum of Understanding.
- G. CONTRACT YEAR: The Contract Year shall begin on the first pay period of each calendar year, and shall last twenty-six (26) pay periods.
- H. DAY: A calendar day.
- I. DEMOTION: A change in position to a position in a lower class.
- J. DISTRICT: The South Tahoe Public Utility District, a California public utility district.
- K. EMPLOYEE: A management Employee of the District subject to this Memorandum of Understanding.
- L. GENERAL MANAGER: The person having the lawful authority to appoint or to remove persons from positions in the District service, and to designate persons to perform those duties which legally may be delegated.
- M. HOURLY RATE: The amount of individual compensation for a full hour's service, which is computed by dividing annual salary by the number of working hours in a year. (It is hereby understood there are 2,080 working hours per year.)
- N. JOB DESCRIPTION: The job description for each Employee is attached hereto as "Enclosure" and made a part hereof. The General Manager or his/her designee and any affected Employees will meet and confer prior to any change in Job Description.
- O. PAID STATUS: Includes hours worked and time on paid leave (i.e., vacation, sick, comp time, jury duty).
- P. PROBATIONARY EMPLOYEES: Those persons employed for a classified position, who have not been in District service for a consecutive six-month period. All new Employees shall serve as Probationary Employees for the first six months of their employment. Completion of a satisfactory probation period is mandatory before becoming a permanent Employee. During this time, the Employee must demonstrate he/she can and will perform the duties of the position satisfactorily. It is the responsibility of the Employee's supervisor to give him/her proper orientation and training during this period. The supervisor is also to rate his/her performance, and if unsatisfactory, to dismiss him/her before the Employee is given a permanent position with the District.
- Q. PROMOTION: A change in position to a position in a higher class.
- R. RANGE: The minimum and maximum salary rates which may be paid to Employees within a Class, which is established specifically in Appendix A, attached hereto.
- S. REGULAR EMPLOYEES: Any Employees who have completed a probationary period and who occupy a permanent position, established in accordance with Appendix A.

- T. REGULAR WORK SCHEDULE: A work schedule consisting of eight hours per day, five days per week.
- U. TRANSFER: Movement to a position within the same class.
- V. UNION: Stationary Engineers Local 39, representing those employees of the District not covered by this MOU, not including the General Manager, and the Board, which are neither Union nor Management.
- W. WORK DAY: A regular business day from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- X. WORKWEEK: The seven consecutive day period beginning on Thursday at 12:00 midnight and ending on Wednesday at 11:59 p.m.

SECTION 3. EMPLOYMENT

- A. It is the policy of the District that its Employees shall be selected on the basis of education, experience, fitness, merit and efficiency. The District is an Equal Opportunity Employer. Job openings are to be anticipated and well publicized throughout the District so that qualified employees and others will have full opportunity to present applications for consideration. Employment shall be the responsibility of the General Manager, with the exception of the position of Executive Services Manager, employment of whom the General Manager shall make recommendations to the Board, upon which the Board shall make the final decision.
- B. Job openings shall be posted for a minimum of one week within the District facilities. At the General Manager's discretion, said posting may be prior to or concurrent with advertisement to the general public.

SECTION 4. EMPLOYMENT OF RELATIVES

- A. Relatives of present Employees may be hired by the District only if 1) the individuals concerned will not work in a direct supervisory relationship, and 2) the employment will not pose difficulties for supervision, security, safety, or morale. Relatives are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage.
- B. Present employees who marry, or who become related by marriage after December 25, 1996, will be permitted to continue employment with the District only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety or morale.
- C. If employees who marry, or who become related by marriage, do work in a direct supervisory relationship with one another, the District will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the District. The decision as to which employee will leave is left to the involved employees. If the involved employees refuse to decide which employee will leave the District, the District may determine

which employee will leave based upon the needs of the District, and considering seniority, training requirements and other pertinent factors.

SECTION 5. PROMOTION/PROBATION

The relative merit of applicants for appointment to, or promotion within, the classified service shall be determined by examination. Examinations will include consideration of any or all of the following factors: education, experience, knowledge, skills, special aptitude, general adaptability, personal characteristics, physical fitness, promotability, and such other qualifications as are considered necessary by the General Manager for the satisfactory performance of work in the classification being examined. Examinations may consist of written tests, performance tests, evaluation of qualifications, oral examinations, interviews and assessments of the applications submitted.

If a selection interview board is appointed for the purpose of considering the merits of applicants, it will include at least one District management level employee and an individual outside the District experienced in the work area being considered, except in the hiring of the Assistant General Manager or Chief Financial Officer, in which case the selection interview board may consist of no Management and more than one outside individual experienced in the work area being considered, at the General Manager's discretion. Said selection interview board will make recommendations to the General Manager, who will be allowed to participate in the actions of the selection interview board.

Any District Employee who is promoted to a higher level position in the District shall serve a six-month probationary period in the new position. If such District employee fails to satisfactorily complete the probationary period in the new position, the District employee shall have the right to return to his/her previous position in which he/she held regular status.

Any Probationary Employee may be rejected at any time during the probationary period. Rejection during the probationary period shall result in termination of employment by the District, except in promotional situations, as set forth above.

SECTION 6. PHYSICAL EXAMINATIONS

Upon reasonable cause the General Manager may require any Employee to submit to a medical, physical, and/or psychological examination whenever there is a need to determine whether an Employee is still able to perform the essential functions of his or her job. The District shall be entitled to make inquiries or require medical or psychological examinations necessary to determine reasonable accommodation of a disabled Employee.

Said examination(s) shall be conducted by a physician designated by District and any cost for such examination(s), beyond that covered by health insurance, shall be paid by District. All Employees in positions for which the job description requires annual physical examinations shall be required to submit to physical examinations on an annual basis. Employees who, in the opinion of the designated physician, are physically, medically, or mentally incapable of meeting essential requirements of their position even with reasonable accommodation, are subject to transfer or reassignment. If, in the discretion of the General Manager, no reasonable accommodation can be made nor can transfer or reassignment to a position for which the Employee is physically, medically, and/or mentally qualified be

made, the Employee's services may be terminated for inability to perform the essential functions of the position.

Management Staff agrees to abide by the District's Drug-Free Workplace Policy as adopted by the Board of Directors.

SECTION 7. ASSIGNMENTS REQUIRING MOTOR VEHICLES

- A. District agrees to pay the established IRS rate per mile in effect during the term of this MOU for every mile traveled in Employee's personal vehicle on official District business. Mileage claims for reimbursement shall be made in writing on District-approved form, fully completed and executed.
- B. Employee agrees to carry a minimum liability policy of \$50,000 each claim, and \$100,000 per occurrence, with an insurance company approved by District. Proof of insurance shall be provided to District prior to Employee using his/her personal vehicle on District business, and upon reasonable request by District hereafter.
- C. Employees that are assigned District vehicles will comply with the District vehicle policy in effect.
- D. Employees shall use District vehicle(s) and/or claim compensation for mileage, in compliance with the District's Vehicle policy attached hereto as Appendix B and incorporated as if fully set forth herein.
- E. Employees shall be assigned duties requiring use of motor vehicles, in accordance with the motor vehicle code and other applicable laws.
- F. Seat belts which are furnished in District vehicles shall be properly used, and by this Memorandum of Understanding, every Employee is fully informed of this requirement. Employees using personal vehicles shall be required to have and use seat belts at all times when using such vehicles on District business in accordance with California laws. Failure to use seat belts shall be cause for disciplinary action as provided herein.
- G. All Employees who are required to drive as part of their job duties shall maintain a valid driver's license in accordance with their Job Description, and shall maintain insurability at all times. If an employee is required to drive as part of his/her job duties, lack of insurability shall be cause of discipline.
- H. The following position is assigned a District vehicle and may use that vehicle for personal use:
 - a. Assistant General Manager/Engineer

The allowance will be calculated per the IRS Annual Lease Value method. All business mileage is required to be documented and the allowance will consist of the lease value of the vehicle plus personal mileage.

The following positions are assigned a District vehicle, and may use their vehicle for minimal personal business that is conducted “en route” between job sites, or between a job site and their home.

1. Manager of Field Operations
2. Manager of Plant Operations
3. Water Reuse Operations Manager

The vehicle allowance method is dependent upon the IRS Commuting Rule test for a highly compensated employee. Should the Employee’s annual salary exceed the amount specified by the IRS, the allowance will be calculated per the IRS Annual Lease Value method. All business mileage is required to be documented and the allowance will consist of the lease value of the vehicle plus personal mileage. For Employees who do not exceed the annual salary specified by the IRS, the allowance will be calculated per the IRS Commuting Rule. The allowance is determined by multiplying each one-way commute to/from home by \$1.50.

SECTION 8. EMPLOYEE TRAINING

It is the policy of the District to encourage and facilitate a program of training in the interests of Employee efficiency and as an aid to qualifying Employees for advancement. The General Manager may take any of the following steps to develop and facilitate training programs.

- A. When requested, counsel and advise Employees, provide information regarding possibilities of advancement in their field of work, and suggest any additional training of value.
- B. Develop and establish mandatory and voluntary training programs for Employees.
- C. Promote Employee training programs sponsored by educational institutions.
- D. Record the completion of training programs on the Employee service record.
- E. For mandatory training programs, compensation shall be the appropriate rate for the actual training time and actual travel time.

SECTION 9 EDUCATIONAL ASSIGNMENTS

Any Employee may participate in special educational and training programs.

- A. Such programs shall be limited to those directly related to the District which provide knowledge and ability that cannot reasonably be provided on the job.
- B. All programs conducted outside District facilities, or those programs requiring District payment for tuition, registration fees, transportation, or other costs, shall be approved in advance using District-approved forms, fully completed and executed.
- C. All special educational and training programs shall be recorded and/or reported in the manner prescribed by the General Manger.

- D. The District shall pay the full cost of all tuition, examinations, books, and certification, provided the Employee successfully completes the pre-approved program. The District will pay the state fee for approved certificates and/or renewals.
- E. The District will allow time off with pay for Employees to take certification exams which are within the Employee's field of work, and with prior approval by the General Manager. If the Employee does not pass the exam, he/she may take time off without pay for reexaminations.

SECTION 10. PERFORMANCE EVALUATIONS

Performance Evaluation reviews shall be rendered annually for all permanent Employees by their immediate supervisor, pursuant to the Performance Evaluation Program in effect. Probationary Employees shall receive a performance evaluation review prior to the conclusion of the probationary period, and may receive several such reviews during the probationary period. Evaluations shall be approved by Employee's immediate supervisor and each succeeding supervisor up to the General Manager.

If an Employee is dissatisfied with his/her performance evaluation, he/she may appeal to the General Manager, who shall make the final decision regarding the performance evaluation. Any appeal to the General Manager shall be made in writing no later than five (5) working days after the performance evaluation has been approved, and shall contain the basis for the appeal and specific facts supporting the appeal.

If an Employee is dissatisfied after the appeal, he/she may add comments to the Performance Evaluation, which will be made a part of the Employee's personnel file.

SECTION 11. HOURS OF WORK

The General Manager shall determine the hours of work for each Employee in accordance with the needs of the Department.

During the term of this Memorandum of Understanding, upon the written request of either party, the District and Employees shall meet and confer in good faith over reasonable proposals concerning the establishment of alternative work schedules (i.e., 4/10, 9/80) for administrative employees (Administration, Engineering, Customer Service, Finance, Information Systems) by class or department. A proposed alternative work schedule shall be subject to meet and confer under this provision, only if the proposed schedule would result in no additional cost to the District and would allow for the provision of service at existing or improved levels. After meeting and conferring in good faith, the District shall not be obligated to implement any proposed alternative work schedule in whole or in part, and such decision by the District shall not be appealable or subject to the grievance procedure. Any such alternative work schedule shall include a written agreement by both parties as to the terms and conditions of implementing same. Such written agreement shall be made a part of this Memorandum of Understanding.

SECTION 12. EMERGENCY ASSIGNMENTS

Whenever it is necessary for the protection of public health, safety, or welfare, Employees may be required to perform emergency work during off duty hours, and will be paid for such services, in addition to their regular salary, as provided in this Memorandum of Understanding.

SECTION 13. SALARY RANGE UPON APPOINTMENT TO A CLASS

- A. New Employee: Except as otherwise provided herein, any person appointed to a Class shall receive the minimum salary rate within such Class and shall accrue other benefits as a new Employee.
- B. Demotion: In cases of voluntary Demotion, the Employee shall receive the equivalent level of Annual Salary in the lower Range as they received in the higher Range. In all cases of Demotion for cause, the salary placement shall be determined as a part of the disciplinary action.

Employees may, at the discretion of the General Manager, demote into prior positions held in the District.

- C. Return Following Leave Without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to Employees returning from military leave.
- D. Appointment of Exceptional Applicant: The General Manger may approve a salary above the established entry level Annual Salary for the Class in order to recruit an individual who has demonstrated superior knowledge and ability in the hiring process and whose combined education and experience represents substantially better preparation for the duties of the Class than required by the minimum employment standards.

SECTION 14. MERIT INCREASES IN SALARY RANGE

Increases in Annual Salary above the established entry level Annual Salary shall not be automatic, but shall be based on performance and length of service, and shall be granted to eligible Employees at the discretion of the General Manager. New employees shall receive a merit increase, based upon performance, at the end of their six (6) month probationary period. Thereafter, merit increases shall be granted annually after the date of successful completion of the probationary period, based upon satisfactory performance.

SECTION 15. OVERTIME/COMPENSATORY TIME

The parties agree to meet and confer whenever the scope of responsibility for an exempt or non-exempt employee changes, which may result in a change of exempt or non-exempt status.

1. Exempt Employees

- A. Employees shall accrue compensatory time for hours worked exceeding 80 hours per pay period, on an hour for hour basis.
- B. Accrued compensatory time can be taken off at a later date with supervisor approval. There shall be no limit to the number of compensatory hours accrued during the year.
- C. On the second pay day of the calendar year, using balances as of the last day of the preceding pay period, or upon separation from employment, any remaining accrued compensatory time shall be paid at the appropriate straight time rate, up to an annual limit of 40 hours. At employee's request, up to forty (40) hours of Compensatory time may be carried forward to the next contract year. Compensatory time payout will be paid as a separate check from regular biweekly paychecks.
- D. Employees shall not receive compensatory time pay or accrual for attending voluntary schooling or conferences, without prior approval of the General Manager. If attendance is mandatory and hours exceed 40 hours worked in a Workweek, the Employee shall be compensated at the appropriate rate as set forth herein. If specific projects necessitate work exceeding 80 hours per pay period, the Employee(s) affected may petition the General Manager to declare such projects exempt from the above compensatory time limits. In order to qualify for exemption, projects shall be of a nature whereby delay or nonperformance would negatively impact the District. Examples of projects that shall be exempt are: labor strikes, emergencies, major litigation support, high priority project design, as defined by District staff and approved by the General Manager, construction projects where the contractor's schedule may dictate District Employee work hours, or any project deemed exempt by the General Manager. The General Manager's decisions regarding exemptions shall be final.
- E. Irrespective of any exemptions, total accrued compensatory time paid shall not exceed an annual limit of 240 hours.

2. Non-Exempt Employees

- A. Overtime pay shall be 1-1/2 times the Employee's Hourly Rate of pay for all hours worked in excess of forty (40) hours per Workweek. For purposes of computing overtime pay, hours worked shall include seminar hours and jury duty hours, and holiday hours, vacation days, and sick days.
- B. In lieu of receiving overtime pay for hours worked in excess of 40 hours per workweek, Employees may accrue compensatory time, earned at time and one-half (1-1/2). Compensatory time will be accrued at the rate of 1-1/2 times the Employee's Hourly Rate of pay. Employees may accrue up to a total of 120 hours of compensatory time at any one point during the contract term. Whenever accrued compensatory time exceeds 120 hours, it shall be automatically paid during the pay period in which the 120 hours is exceeded. On the second pay day of the calendar year, using balances as of the last day of the preceding pay period, At the end of each calendar year, Employees shall be paid for their accrued compensatory time balance in excess of 40 hours at their then current Hourly Rate. ~~Such payment shall be made on the second pay day in January, using balances as of the last day of the preceding pay period.~~ Use of compensatory time off shall be by prior scheduling with and approval by each Employee's immediate supervisor. Upon separation from employment, Employees shall be paid for their accrued compensatory time balance at their then current Hourly Rate.
- C. Employees may earn overtime pay or the equivalent accrual of compensatory time subject to the approval of their immediate supervisor.

- D. Employees shall not receive overtime pay for attending voluntary schooling or conferences, without prior approval of the General Manager. If attendance is mandatory and hours exceed 40 hours worked in a Workweek, the Employee shall be compensated at the appropriate rate as set forth herein.

SECTION 16. PAYMENT OF SALARY

- A. The pay period for all Employees shall be based on a biweekly period.
- B. Salaries shall be computed in accordance with the following provisions:
 - a. The regular salary for each Employee shall be based on the actual number of days or hours worked in the period, including authorized absences with pay, multiplied by the Employee's Hourly Rate.
 - b. Special payments shall be calculated in accordance with the pertinent provisions of this Memorandum of Understanding.
- C. Salaries shall be paid to all Employees in accordance with the following schedule:
 - a. Salaries for each pay period shall be paid not later than the 5th work day of the following week, except that if the 5th work day of the following week falls on a non-work day, but is preceded by a work day, the salaries provided for herein shall be paid on the 4th work day of said week; and except that if the 5th work day of the following week falls on a non-work day, and is preceded by a non-work day, the salaries provided for herein shall be paid on the first following work day of said week.

The compensation provided in this MOU shall be payment in full for all services rendered in a District position and no Employee shall accept any other compensation for services performed in such position.

SECTION 17. SALARY ADJUSTMENTS

Effective June 24, 2021 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%). Effective June 23, 2022 and June 22, 2023 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%) each respective year.

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Between July 1, 2023 and June 20, 2024, a Total Compensation Study will be performed for implementation June 20, 2024, with full involvement by a labor-management committee. Implementation of Compensation Study is to be negotiated upon its completion.

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~~Effective June 29, 2017 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%). Effective June 28, 2018, June 27, 2019 and June 25, 2020 Employees shall receive a Cost of Living Adjustment of two and one-half percent (2.5%) each respective year.~~

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A. ~~A.~~ Survey Adjustments

- 1. ~~Prior to June 30, 2021, the District will update the Compensation Study salaries using the same agencies and same comparable positions used in the 2019 Final~~

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Compensation Report dated April 2, 2019. This will be identified as the 2021 Study.

2. Positions found to be over-market by 2.5% or greater as identified in the 2021 Study will be frozen as of June 24, 2021, until they are found to be equivalent to, or less than the Labor Market Median (assessed annually). Once this condition is met, such positions shall resume negotiated Cost of Living increases. Positions found to be over-market by less than 2.5% shall receive a Cost of Living increase of the difference between 2.5% and the over-market amount. Such positions will be surveyed annually and once found to be equivalent or less than the Labor Market Median, such positions will resume negotiated Cost of Living Adjustments.

1. Upon ratification of this Memorandum of Understanding, a Total Compensation Study will be performed, for implementation the following June 27, 2019, with full involvement by a labor management committee. The committee will agree which consultant and agencies to use as a first step. The selected consultant will also be tasked with assisting the committee in making a determination as to the appropriate CPI Index(es) to use for South Lake Tahoe. Implementation of the Compensation Study is to be negotiated upon its completion but in no event shall affect the application of the full cost of living adjustment for each Management position for the term of the contract.

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The salaries for the Classifications in this bargaining unit are in Appendix A.

- A. Salary Ranges Salary ranges shall be established for each position, as indicated in Appendix A, with six (6) steps, 5% between each step, calculated downward from the maximum class salary as the top step.
- B. Reclassification and Pay Equity Process Whenever the scope, responsibility, or assigned job duties for any Management position substantially change, a request for salary range adjustment, with all supporting documentation, may be presented to the General Manager. All decisions shall be documented by stating the reason(s) for approval or denial. Decisions by the General Manager shall be final.

If the General Manager or his/her designee wish to change the salary range of a Management position, it shall be done on a meet and confer basis with the Management group, pursuant to the above process.

SECTION 18. ASSIGNMENTS REQUIRING TRAVEL

Whenever Employees are ordered or authorized to travel in the performance of their duties, they shall be compensated for the necessary travel expenses, at actual cost, including transportation, lodging, and meals in accordance with District policy. To the extent transportation includes use of the Employee's vehicle, transportation cost will be reimbursed in accordance with Section 7 hereinabove.

SECTION 19. HOLIDAYS

- A. All Regular Employees of the District shall be entitled to the following holidays with pay:

January 1	The first Monday of September
Martin Luther King Jr. Day	Thanksgiving Day
The third Monday of February	The Friday following Thanksgiving
The last Monday of May	December 25
July 4	

 - Three (3) eight-hour floating holidays to be taken on a date selected by the Employee and approved by his/her supervisor.The above 24 hours of floating holiday shall be accrued on the first payday in January.
- B. When January 1, July 4, or December 25 fall on a Sunday, Regular Employees shall be entitled to the Monday following as a holiday with pay and when said dates fall on a Saturday, Regular Employees shall be entitled to the preceding Friday as a holiday with pay.
- C. To receive holiday pay, Employee must be on a paid status the work day preceding and following the holiday.
- D. Accruing holiday when the holiday is not worked will not be allowed. This does not apply to the 24 hours of floating accrued holidays or if a manager actually works a holiday and

accrues holiday time. In these instances, holiday accruals will be allowed and may be used at a later date. Any accrued holiday on the books as of the last day of the last pay period of the calendar year, will be paid out.

SECTION 20. VACATION LEAVE WITH PAY

- A. Vacation with pay shall be earned by Regular Employees based on the equivalent of full-time service from the date of appointment.
1. Vacation credit shall accrue to the Employee on the first day of the pay period following the pay period in which it is earned.
 2. All employees who have less than three (3) years of service shall accrue vacation on the basis of 6-2/3 hours for each full month of service.
 3. All Employees who have more than three but less than ten (10) years of service shall accrue vacation on the basis of ten (10) hours for each full month of service.
 4. All Employees who have more than ten (10) years of service shall accrue vacation on the basis of 13-1/3 hours for each full month of service.
 5. All Employees who have more than fifteen (15) years of service shall accrue vacation on the basis of fourteen (14) hours for each full month of service.
 6. All Employees who have more than twenty (20) years of service shall accrue vacation on the basis of fourteen and two-thirds (14-2/3) hours for each full month of service.
 7. Vacation may be accumulated to a maximum calendar year-end accrual of three hundred twenty (320) hours. Employees with more than three hundred twenty (320) hours accrued at the end of the first pay period of the calendar year, will not accrue additional vacation hours until their accrued vacation hours are reduced to three hundred twenty (320) hours or less. Vacation may be bought back on a one-time per year basis to be paid on the first pay period in December, in an amount not to exceed 50% of annual accrual.
 8. Employees on leave due to a work-related injury who utilize accrued leave time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue vacation hours at full accrual rate. Employees placed on unpaid suspension shall not accrue vacation leave during the period of their suspension.
 9. Vacation longer than two days shall be scheduled a minimum of two (2) weeks in advance, and a maximum of twelve (12) months in advance.
- B. All Employees who have more than six (6) months of service shall be eligible to use accrued vacation.
- C. The General Manager shall determine the period when accrued vacation time may be taken by each Employee, consistent with the requirements of the Department. In the event an Employee

is prevented from taking a scheduled vacation, the General Manager may waive the maximum accrual limitations stated herein.

- D. After six months of service, Employees who separate or are terminated from District service or who take military leave in excess of 180 days shall be paid the monetary value of their accrued vacation.

SECTION 21. SICK LEAVE WITH PAY

- A. Sick leave with pay shall be earned by Regular Employees based on the equivalent of full-time service from the date of appointment.
 - 1. Sick leave will accrue to the Employee on the first day of the pay period following that in which it is earned.
 - 2. Sick leave shall accrue on the basis of eight (8) hours per full month of service and may be accumulated without limit.
 - 3. Employees placed on unpaid suspension shall not accrue sick leave during the period of their suspension.
 - 4. Employees on leave due to a work-related injury who utilize accrued leave time, to receive the equivalent of a full paycheck (accrued leave plus workers' compensation payments) shall accrue sick hours at full accrual rate.
- B. Regular Employees may use sick leave for the purpose specified in this section:
 - 1. Absence from duty because of exposure to a contagious disease or when incapacitated from performing their duties because of personal illness, injury or dental work.
 - 2. Absence from duty for examination or treatment by a dentist, medical doctor or physician with prior notification to General Manager or his/her designee.
 - 3. Absence from duty for attendance upon their spouse or for attendance on a close relative or Registered Domestic Partner because of illness or injury which incapacitates such family member and definitely requires personal care. Such absence shall be limited by the appointing authority to the time reasonably required to make other arrangements for such care. A close relative includes legal spouse, putative spouse, Registered Domestic Partner, children (natural and adopted), parents, grandparents, grandchildren, sisters and brothers, aunts and uncles.
 - 4. Absence from duty to transport a spouse, Registered Domestic Partner, child, or close relative as defined above, residing with the Employee, to and from a local hospital for medical treatment or operation, including childbirth.

5. Absence from duty to be in attendance, at any location, during serious medical treatment or operation, including childbirth, performed upon his/her spouse, Registered Domestic Partner, child, or close relative as defined above.
 6. Continuing employees who have 1,040 hours of accrued sick leave may accept payment for the excess over 1,040 hours on the first payday of December each year. They may elect to continue the accrual of sick leave beyond the 1,040 hours if they do not want payment for the excess over 1,040 hours.
 7. Upon termination, a Regular Employee shall receive a cash payment equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1,040 hours, times their regular Hourly Rate. Refer to Section 27.I (retirement Health Savings Plan) for required provisions of accrued sick leave payout. This paragraph shall not apply to employees hired on or after January 1, 2013.
 8. Upon death of an Employee, the beneficiary shall be paid accumulated sick leave to a maximum of 1,040 hours. This shall not apply to beneficiaries of Employees hired on or after January 1, 2013.
 9. For Employees hired on or after January 1, 2013 the District's PEPRA CalPERS contract includes up to six (6) months of sick leave conversation to service credit upon termination. To be eligible for this contract feature, the member's retirement date must be within 120 days from the date of separation from the District. Vesting of 10% per full year of employment will be applied to the sick leave balance as of the termination date. The vested sick leave balance is the amount that will be reported to CalPERS.
- C. In order to receive payment for sick leave, Employee shall notify his/her immediate supervisor or the General Manager in a timely manner.
- D. The General Manager may require the Employee to provide adequate evidence to substantiate the necessity for use of sick leave with pay.
- E. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the General Manager may require a statement by a medical doctor that the Employee is fit to return to duty.
- F. During any period of disability for which payment is provided under State Disability Insurance, the Employee may elect to coordinate SDI/PFL benefits (See coordination language below) or receive the sick leave with pay in an amount equal to the difference between the disability benefit and full pay (see examples below). SDI/PFL Coordination consists of combining SDI/PFL benefits and District pay using available leave accruals. Employees eligible for SDI/PFL benefits shall use their available sick leave accrual when supplementing SDI/PFL benefits up to 100% of District regular gross wages to at least cover taxable benefits. After Employee has used all available sick leave accrual, other available accrual types may be used.

The District will utilize the Employee's SDI/PFL benefit payment advice as the basis for coordination of gross wages. Should any combined payment of District gross wages and SDI/PFL benefit exceed

Employee's regular gross wages (overpayment), Employee will be required to remit payment to the District to buy back leave hours equal to the overpayment (see buy back provision below).

Examples:

1. Employee uses minimal hours to cover deductions that results in less than 40 hours per pay period. After audit of combined wage/benefit payment to ensure gross wages have not been exceeded, Employee retains benefit received from SDI/PFL. Note: In this case, sick and vacation accruals, and holiday pay or holiday accrual will be pro-rated per Section 27.A.2.
2. Employee uses 40 hours per pay period. After audit of combined wage/benefit payments, Employee is required to remit payment to the District for any amount over 100% of gross wages and sick leave as well as vacation leave (if used), will be credited proportionately.
3. Employee uses 80 hours per pay period. Since this scenario results in combined payments over 100% of gross wages, Employee remits the amount of SDI/PFL benefits to the District and sick leave (as well as vacation leave if desired) will be credited proportionately.

Buy back of leave hours may be calculated proportionately between sick and vacation accrued leave used during the period of disability. Proportion shall be calculated using sick and vacation leave balances on the first day of disability. An Employee may elect to buy back only sick leave, but may not elect to buy back solely vacation leave. In no instances will vacation leave be credited in an amount exceeding the total vacation paid throughout the period of disability.

SECTION 22. WORKERS' COMPENSATION INSURANCE

- A. Employees who are injured in the performance of assigned duties shall receive such medical examination, medical care, compensation and other benefits as awarded under workers' compensation laws of California.
- B. It shall be the mandatory duty of Employees to report to their supervisor any possible injury on the date of occurrence or as soon thereafter as their condition permits; failure to do so shall be considered cause for disciplinary action.
- C. If any Employee is injured on the job, the General Manager and/or the Human Resources Director shall be notified immediately of such information as may be available and shall immediately receive medical examination and/or emergency treatment. The Employee shall not be considered absent from duty during the time required for medical examination and/or emergency treatment; however, compensatory time shall not be paid for treatment extending beyond normal shift.
- D. During any period of disability for which payment is provided under workers' compensation insurance, the Employee may elect to receive sick leave with pay in the amount equal to the difference between any compensation benefits and full pay. Employees on Workers' Compensation leave will receive full accruals.

SECTION 23. LEAVES OF ABSENCE

A. A Regular Employee may be authorized a leave of absence with or without pay, with health insurance benefits applied in accordance with the provisions of Section 27.A.2. Health, Life, and Pension Benefits. Such a leave shall entitle the Employee to be absent from duty for a specified period of time and for a specified purpose with the right to return as provided in the approved leave.

1. No additional sick or vacation accruals shall occur during an unpaid leave of absence.
2. Except for absences covered by the FMLA/CFRA Policy or California's Pregnancy Disability Leave law, where use of accrued leave is optional, no employee shall be granted a leave of absence without pay until he or she has used all accrued sick leave, vacation leave or compensatory time off.

B. An Employee may be granted a leave of absence with or without pay for a period not exceeding five work days, at the discretion of the General Manager or his/her designee. Such a short-term leave may be granted for any reason.

A request for an extended leave of absence with or without pay, for a period exceeding five work days shall be made in writing. Such leave shall be subject to approval of the General Manager. A leave may be granted for a period not to exceed 90 days for the following purposes:

1. Illness beyond that covered by FMLA, or Pregnancy Disability Leave (medical provider certification form will be required).
2. Education or training which would benefit the District.
3. Other personal reasons, approved by the General Manager, when, in his/her judgment the District will not be adversely affected.

C. Leave of absence with or without pay shall be granted to an Employee who is temporarily disabled due to pregnancy. With medical provider certification, the leave shall cover a reasonable time before, during and after childbirth based on her physical disability related to the pregnancy and/or childbirth.

D. An Employee may be granted an extension of a leave of absence with or without pay for not more than 90 days. Such an extension shall be based on unusual and special circumstances and shall be subject to approval of the General Manager.

E. A leave of absence may be revoked by the General Manager upon evidence that the cause for granting a leave was misrepresented or has ceased to exist.

F. A Probationary Employee may be granted a leave of absence with or without pay by the General Manager for a period not to exceed 90 days to cover an illness, injury or other disability only. The probationary period shall be extended by the amount of such leave granted.

G. Employment by another employer or self-employment during a leave of absence (including FMLA/CFRA or Pregnancy Disability Leave) is prohibited and shall result in termination, unless otherwise agreed upon in writing between the District and Employee.

H. Leave of Absence Guidelines – Terminal Illness

- a. The District will authorize an extended leave of absence to an Employee under the following conditions:
 1. Must be diagnosed with a terminal illness; and
 2. Must be unable to obtain private health insurance after separation from service, due to their terminal illness diagnosis; and
 3. Must state that they will not ever return to work.
- b. During such leave of absence, the Employee will first be required to use accrued sick leave, then all other accrued leave types at full pay (80 hours per pay period), until the earliest of:
 1. The date the accrued leave is exhausted;
 2. The date the employee becomes eligible for Medicare;
 3. Maximum leave duration of 12 months;
- c. The Employee must provide the District with the dates of the beginning of the leave of absence, which must be accompanied by physician's documentation stating the diagnosis of a terminal illness.
- d. The Employee must also provide the District with a statement that they do not intend to return to work.
 1. The initial "retirement date" will be the first day of the leave of absence.
 2. The "final retirement date" will be determined by calculating the accrued leave balances available at the beginning of the leave of absence and subtracting 80 hours per pay period until that beginning accrued leave balance is exhausted.
 3. Any leave accrued during the leave of absence will then be paid out at the Final Retirement Date.
- e. Employees extended a leave of absence under these guidelines will not be eligible for the Voluntary Leave Donation Program at any time subsequent to being granted this leave of absence for terminal illness.

SECTION 24. FAMILY DEATH LEAVE

- A. The General Manager may authorize family death leave with pay for a Regular Employee when needed due to the death of his/her legal spouse, putative spouse, parent, child (natural or adopted), stepchild, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, or the death of any child or close relative who resided with the Employee at the time of death.
- B. Such absence for family death shall be limited to time which is definitely required and shall not exceed 40 hours for any one death unless the death is that of a spouse or child, in which case

the Employee may take an additional 40 hours of vacation, sick, or other accrued leave, at the discretion of the General Manager. The General Manager may require documentation to approve such family death leave.

SECTION 25. JURY DUTY LEAVE

- A. Regular Employees with the District who have been summoned or subsequently selected to serve on a jury in a court of law shall receive their regular rate of compensation for normal work hours and days or shifts during such absences. Should jury duty fall on a regularly scheduled day off, Employee will not be compensated by District for that time.

The check received from jury duty on a scheduled work day must be endorsed and forwarded to the District, which will deduct the mileage compensation and return that amount.

- B. Employees on jury duty are required to:
1. Report to his/her work location when there are at least two (2) hours available for actual work time between his/her scheduled starting time and the time he/she is required to report to the court (exceptions require the immediate supervisor's approval);
 2. Report back to his/her work location if he/she is released early and there are at least two (2) hours available for actual work time (not including travel time). Exceptions require the immediate supervisor's approval;
 3. Obtaining attendance slips from the court certifying actual dates of service may be required, at the discretion of the General Manager, for verification of jury duty leave.
- C. It is the Employee's obligation to notify his/her supervisor, in writing, as soon as he/she has been called for jury duty and the date for reporting.

SECTION 26. MILITARY ABSENCE

- A. Specific calendar period of military leave shall be established for Employees who are granted leave pursuant to the Military and Veterans Code. Such period of military leave shall include the ordered or expected period of active duty and reasonable travel time connected therewith. An Employee who does not return within the period of approved military leave shall not be granted any benefits and privileges which are required by the Military and Veterans Code.
- B. This section is intended to set forth those mandatory provisions of the Military and Veterans Code which are most frequently applicable to District Employees who enter the military service.

SECTION 27. HEALTH, LIFE AND PENSION BENEFITS

The District will provide medical, dental, vision, life insurance, retirement health savings, and long term disability benefits to all eligible Employees and their eligible dependents including Registered Domestic Partners, in accordance with the following terms and provisions.

A. Eligibility

1. Regular Full-time Employees who work (or receive paid leave for) a minimum of 80 hours per month will receive full accrual/pay for holiday, sick leave, vacation, and compensatory time, and are eligible for full participation in the District's health insurance benefits programs and pension plan.
2. Regular Full-time Employees who work (or received paid leave for) less than ~~80-40~~ hours per ~~month-pay period~~ due to medical leave or layoff will receive proportional accrual/pay for holiday, sick leave, and vacation, ~~and compensatory~~ time. At such time that a Regular Full-time Employee works, or receives paid leave for less than 80 hours per month, health insurance benefits will be continued for a period of three months (beginning on the first of the month following the first month of reduced hour status).
3. Regular Full-time Employees who are on unpaid leave of absence will receive no accrual/pay for holiday, sick leave, or vacation leave. Health insurance benefits will be continued for a period of three months beginning on the first of the month following the first month of unpaid leave status.
4. Each Eligible Employee as defined above, their eligible dependents or their Registered Domestic Partner as defined by California state laws, shall be provided with hospitalization, prescription drug, and medical insurance through the ACWA pooled program effective January 1, 2013, and dental insurance coverage in conjunction with the District's self-insured plan.

B. Health Insurance Benefits

First and foremost, the District and the Management Group desire Employees and their families to maintain good health by encouraging personal responsibility, while utilizing insurance resources efficiently. Employees are encouraged to carefully read and refer to the Plan Document for the details of all the benefits listed in this section.

1. Employees shall be covered by the ACWA-JPIA Prudent Buyer Classic Plan or the ACWA-JPIA Consumer Driven Health Plan for medical and prescription coverage, with the District fully funding the premium for the employee and their dependent(s).
 - a. If an employee elects to participate in the ACWA-JPIA Consumer Driven Health Plan, the District will contribute to a Health Savings Account (HSA) the following amounts, at the beginning of each calendar year: Single - \$1,300; Employee plus One - \$2,600; and Family - \$2,400. Such funds in the HSA will be considered Employee monies to be used for medical expenses on a tax free basis.
2. Dental Insurance Employees and their eligible dependents are encouraged to obtain their routine dental exams and cleanings twice per year, which are provided in accordance with the Dental Insurance Plan Document. If the Preventive Dental Program is not followed, Major dental care will be paid at a lower co-insurance percentage.

3. The District will contract out to a third party matters pertaining to dental claims determinations, including the filing of claims and review of claim denials, except that the District may be consulted on matters involving potential exceptions to dental plan exclusions or review of claim denial appeals. Information pertaining to medical condition and treatment will not be disclosed to any District employee, except when agreed to by the employee or necessary in connection with a determination of potential exceptions to dental plan exclusions or claim denial appeals.
4. When requested by an Employee, the Human Resources Director will provide Claims assistance for an Employee, upon written authorization for same. Such claims assistance may include verifying accuracy of claims processing, verification for amount(s) owed by Employee to provider, and clarification of benefits under the applicable Plan Document(s).
5. Except for the District's obligation to provide health and welfare insurance coverage in a manner consistent with this section, matters pertaining to the health and welfare plan, including but not limited to eligibility determinations and the denial or processing of claims, are not subject to the grievance procedure under this Memorandum.

C. Ancillary Benefits

1. Vision care, which includes coverage for exams, glasses and/or contacts, will be provided for the Employee and their dependent(s) through the most cost-effective program available to the District (ACWA's pooled participation in Vision Service Plan, Inc., as of the date of this MOU).
2. Life insurance will be provided in the amount of one-times annual earnings to a maximum of \$200,000 for the Employee, with an additional benefit of \$5,000 for spouses and \$2,500 for dependent children.
3. Short-Term/Long-Term Disability (STD/LTD) Benefits will be provided to Employees. If level of benefits becomes unavailable in the insurance industry, the District will provide the most equivalent, cost-effective plan available, subject to the meet and confer process.

~~D. In the event Employee becomes disabled under the terms of the long term disability plan, District agrees to pay 100% of all premiums related to the above benefits (health, vision, life, LTD) in order to continue the same level of benefits for Employee, based on the following schedule: one year of paid premiums for every two years of employment, up to a maximum of five years of paid premiums. Any change in insurance coverage for the Management Staff shall also be effective as coverage paid for Employee during the five year period noted above.~~

~~E.D.~~ In the event of accident ~~or~~, illness, ~~or~~ layoff of any Employee with ninety (90) days or more of employment, the District will continue the monthly payments for all benefits for the Employee and his/her dependents for a period of three (3) months.

~~F.E.~~ Pension Benefits For Employees hired before January 1, 2013, the District agrees to maintain the contract between California Public Employees' Retirement System (CalPERS) and the South Tahoe Public Utility District for the Miscellaneous Plan 2.7% at Age Fifty-five (2.7% @ 55)

Supplemental Formula, Zero Percent (0%) Prior Service effective July 1, 2007, and that the District agrees to remit to CalPERS the entire required contribution for each eligible employee.

The District shall pay the first ten percent (10%) of the required contribution. All required CalPERS contributions exceeding ten percent (10%) shall be split evenly between the District and the employees so that the District pays one-half of the cost exceeding ten percent (10%), and the employees pay the remaining one-half of the cost exceeding ten percent (10%) via payroll deduction (pre-tax).

Should the CalPERS required contribution drop below ten percent (10%), Employees shall be paid a bonus of one-half of the percentage below ten percent (10%). Such bonus shall be paid at the end of the fiscal year, or if an employee terminates before the end of the fiscal year, the bonus shall be prorated based on the number of days employed by the District during the fiscal year. Should the employees' actual contribution ever increase more than 5% the District and the Management Staff agree to meet and confer.

Effective January 1, 2013, new Employees will be under the CalPERS plan allowed by AB 340, Public Employees' Pension Reform Act. New members to CalPERS, as defined by law, will be at the 2% @ 62 formula, and be subject to the new cost sharing formula as defined by CalPERS. The District will comply with all laws pertaining to this new pension reform.

G-F. Flexible Benefits Plan The District shall continue to provide the voluntary flexible benefits program in effect as of December 25, 1996. District will allow additional payroll deductions for a flexible benefits program and for other ancillary employee paid insurance programs. Costs for administration of all aspects of the flexible benefits program shall be equally shared by the Participants and the District.

Participants in the ACWA-JPIA Consumer Driven Health Plan, who receive the District's Health Savings Account contribution as defined above, are not eligible to participate in the IRS Section 125 Flexible Benefits Program for Medical Reimbursement. They may participate for Dependent Care expense reimbursement.

H-G. Deferred Compensation Plan District shall continue to provide the voluntary Deferred Compensation program in effect as of the date of this Memorandum of Understanding. District will allow payroll deductions for such Deferred Compensation program in accordance with applicable law. The Deferred Compensation Plan will allow participant loans from individual accounts, with a loan maturity date consistent with the Deferred Compensation Plan provider's loan procedures. The current Deferred Compensation Plan provider, for example, allows mortgage loans for a period not to exceed fifteen years.

H-H. Retirement Health Savings Account Effective June 21, 2012, the District will contribute 1.5% of base salary per month per Employee into a Retirement Health Savings Plan (RHSP). Effective June 29, 2017, and each subsequent year thereafter, the District's RHSP contribution will increase by the January percent increase of the premium for the ACWA-JPIA Prudent Buyer Classic Plan.

Upon termination, a Regular Employee shall receive credit equal to ten percent (10%) of accrued unused sick leave for each full year of employment, up to a maximum of 1,040 hours, times their regular Hourly

Rate. Twenty percent (20%) of the accrued vested balance shall be rolled into the Retirement Health Savings Plan with ICMA-RC, and the Employee will receive a cash payment for the remaining balance of accrued unused sick leave, up to a maximum of 1,040 hours, times their regular Hourly Rate. This paragraph shall not apply to Employees hired on or after January 1, 2013.

4.1. Any material change in benefits that is caused by District action shall require re-negotiation of this MOU.

SECTION 28. CODE OF CONDUCT

In the interest of promoting harmonious labor relations between the District and Employees, and to provide a positive work environment, the following Code of Conduct is required of all District Employees.

- A. Code of Conduct Every Employee shall exhibit behavior that encourages mutual respect, teamwork, and positive attitudes, during their term of employment.
- B. Any employee may be suspended, dismissed, demoted, or otherwise disciplined for cause including failure to abide by the above Code of Conduct, and including, but not limited to the following:
 - 1. Willful or persistent violation of District policies adopted by the Board of Directors.
 - 2. Willful failure of good conduct, tending to injure the reputation of the District.
 - 3. Conviction of a felony.
 - 4. Theft, or attempted theft.
 - 5. Vandalism or willful conduct which damages real or personal property.
 - 6. Use of fraud, deception or misrepresentation of material facts in obtaining employment or during the course of employment with the District.
 - 7. Dishonesty.
 - 8. Discourteous treatment of the public or of fellow employees.
 - 9. Physical attack, fighting, or verbal altercations toward fellow employees or the public, or violation of the District's Workplace Violence Prevention Policy.
 - 10. Drunkenness, immoral conduct or addition to the use of narcotics, or violation of the District's Drug-Free Workplace Policy or Substance Abuse Policy, as adopted by the Board of Directors.

11. Failure to observe the requirements of the District's Illness and Injury Prevention Program, including failure to use seat belts in accordance with Section 7, Assignments Requiring Motor Vehicles.
 12. Violation of the District's Sexual Harassment Policy.
 13. Incompetency or inefficiency.
 14. Insubordination.
 15. Unauthorized absences.
 16. Abuse of sick leave.
 17. Neglecting duty such as to prevent the Employee from achieving a reasonable work performance in his/her position.
 18. Accepting any gift or fee in connection with District work, when such gift or fee is given in expectation of receiving favored treatment.
 19. Removal of, borrowing, or use of District property, equipment, tools or vehicles for non-District purposes without prior written authorization from the General Manager or his/her designee.
 20. Political activities engaged in by Employees and unrelated to the Employee's position at the District during their assigned hours of employment.
 21. Using or attempting to use political influence in securing promotion, leave of absence, transfer, change of pay, or character of work.
 22. Failure to maintain any required licenses or certifications or failure to maintain insurability.
- C. Disciplinary Measures In the event an Employee has committed one or more of the violations set forth in Subsection A or B hereinabove, the General Manager may apply a number of corrective disciplinary actions in accordance with this MOU. The action applied includes the following:
1. Coaching/counseling;
 2. Oral Warning;
 3. Documented Oral Warning;
 4. Written Warning;
 5. Suspension Without Pay or Compensatory Time Off;
 6. Termination of Employment.

The disciplinary action actually applied is within the discretion of the General Manager, after consideration of the severity of the violation.

D. Additional Reasons for Termination

1. Continuing illness of a disabling nature after the exhaustion of sick leave and leave of absence privileges where the District is unable to accommodate the disability in accordance with Section 5.
2. Any physical or mental ailment such as to prevent the Employee from performing the essential duties of his/her position or any other position available for which the Employee is qualified, in accordance with Section 5.
3. Permanent inability to perform the essential functions of the Employee's position as set forth in Section 5.

SECTION 29. DISCIPLINARY PROCEDURE

A. Notice of Proposed Discipline

Prior to taking disciplinary action to demote, dismiss, or suspend for three (3) work days or more, the District shall investigate the alleged violations. Said investigation shall include obtaining a statement and receiving information from Employee. In the event the District finds sufficient facts to support the allegation, it shall provide the Regular Employee with a written Notice of Proposed Disciplinary Action which shall contain the charges, the specific factual basis for the charges, and the nature of the proposed disciplinary action. Said notice shall inform the Employee of his/her right to respond to the charges. The General Manager may suspend an Employee without pay for periods of less than three (3) work days without being subject to the notice requirement. Such suspension decisions of suspensions less than three days are final.

B. Response

The Employee shall have the right to respond to the charges set forth in the Notice of Proposed Discipline, in writing, within five (5) calendar days of receipt of said notice. Any written response shall be delivered to the office of the General Manager within the time allowed. The Employee shall make an appointment with the General Manager or his/her designee for a response meeting within the time allowed. The Employee may bring a representative of his/her choice to a response meeting. Such representative and any District representative to be present must be identified at least two (2) working days prior to commencement of the response meeting.

C. Disciplinary Action

After the Employee's response is received, or if no response is received, after the five-day period expires, the General Manager shall determine whether to proceed with the proposed disciplinary action and will notify the Employee in writing.

D. Notice of Disciplinary Action

If the General Manager determines to proceed with the disciplinary action, a Notice of Disciplinary Action shall be sent to the Employee by certified mail. Said notice shall contain the charges, the factual basis for the charges, the disciplinary action imposed, and the effective date of the action, which shall not be earlier than five (5) work days after the Notice of Proposed

Disciplinary Action was sent to the Employee. This notice shall inform the Employee of the right to appeal the action to binding Arbitration.

E. Appeal

If the Employee is not satisfied with the decision of the General Manager, he/she may request, within five (5) days of receipt of the Notice of Disciplinary Action, that the General Manager arrange for the American Arbitration Association to provide a list of Arbitrators from which the parties shall select one who would act as an arbitrator in the matter. The General Manager shall request such service within ten (10) days of Employee's request. Both the General Manager and the Employee shall be represented at said hearing by a representative of their choice, who may be an attorney. The General Manager shall present the case first at the hearing. Each side shall have the right to present witnesses and documentary evidence and to cross-examine the other party's witnesses. At the close of the hearing, the Arbitrator has the right to affirm, deny, or modify the disciplinary action.

The decision of the Arbitrator shall be final and without judicial recourse, except for the enforcement of the Arbitrator's decision.

F. Suspension Pending Action

The General Manager shall have the power to suspend the Employee, with or without pay, during the period between the date the Notice of Proposed Disciplinary Action is sent and the date the disciplinary action becomes effective. In the event the Arbitrator overturns the action of the General Manager, the Employee shall be reimbursed for any loss of pay or benefits incurred during this period.

G. Probationary Employees

Probationary Employees are not entitled to notice or hearing in the event they are terminated during the probationary period.

H. Other Disciplinary Action

This section shall not apply to suspensions of less than three days or any disciplinary actions not set forth in subsection A above.

I. Employee Rights

The Employee retains all rights that may be conferred by Government Code §3500 et seq.

SECTION 30. GRIEVANCE PROCEDURE

This grievance procedure shall be used to process and resolve grievances arising under this Memorandum of Understanding.

A. Definitions

1. A grievance is a complaint of one or a group of Employees, involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding.

2. As used in the procedure, the term “working days” shall mean days on which the District office is open.
3. As used herein, the definition of a Grievance excludes appeals of disciplinary actions which are covered under Section 29, above.

B. Time Limits

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.

C. Employee Rights

The Employee retains all rights that may be conferred by Government Code section §3500, et seq.

D. Informal Discussion

1. The grievance initially shall be discussed by meeting and conferring with the General Manager with the intent of informally resolving the issue. Within two (2) working days, the General Manager shall give a decision or response.
2. If an informal grievance does not resolve the issue to the satisfaction of the grievant, or if there is a reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - a. Five (5) working days after the event or circumstances occasioning the grievance; or
 - b. Within three (3) working days of the decision rendered in the informal grievance procedure, whichever is later.

E. Formal Grievance

1. A formal grievance shall be initiated in writing and shall be filed with the General Manager.
2. Within five (5) work days after the initiation of the formal grievance, the General Manager shall investigate the grievance and give a decision in writing to the grievant.

F. Appeal of Formal Grievance

1. If the grievant is not satisfied with the decision rendered, he/she may appeal the decision in writing within five (5) work days, referring the matter to binding arbitration.
2. An impartial arbitrator shall be selected from a list provided by the California State Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall be selected jointly by the parties within ten (10) work days of receipt of the written demand.

3. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, but shall limit his/her decision to the application and interpretation of its provisions. The decision of the Arbitrator shall be final.
4. The fees and expenses of the arbitrator, if required by the arbitrator, shall be shared equally by the parties. Any fees, expenses, or other costs, including a reporter, shall be paid by the requesting and incurring party.
5. The District agrees that Employees shall not suffer loss of compensation for time spent as a witness at arbitration hearing held pursuant to this MOU, however District will not pay for any loss in compensation suffered by any grievant in attending or testifying at the hearing unless the arbitrator determines the grievant has prevailed at the hearing.

SECTION 31. LAYOFF

In the event that the District determines to lay off Employees, Employees who are laid off may be eligible for a post-employment severance benefit payment equivalent to two month's salary plus medical, dental and vision benefits, plus the value of an additional three month's of health coverage for the Employee and his/her dependents at the levels in place the day before the date the district provides notice of layoff. Eligibility for any severance payments under this section is expressly conditioned upon a written release of all claims against the District and District-affiliated persons (i.e. employees, Board members, officers, etc.) in a format acceptable to the District. All such severance payments made shall be subject to all applicable payroll taxes and withholdings. Laid off employees shall also remain eligible for any post-separation and post-retirement benefits provided by the District as are memorialized by the MOU in place at the time of the employee's layoff from District service.

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SECTION 31.2. DISTRICT RIGHTS

Except as otherwise specifically provided in this Memorandum of Understanding, the District has the sole and exclusive right to exercise all authority, rights, or functions of a public employer. It is agreed that all rights, powers, or authority vested in the District, except those specifically abridged, delegated, deleted, or modified by the express terms of this Memorandum of Understanding are retained by the District. The District expressly retains the complete and exclusive authority, right, and power to manage its operations and to direct its Employees, except as the terms of this Memorandum of Understanding specifically limit such authority, rights, and powers. These retained authorities, rights, and powers include, but are not limited to, the right to hire, classify, promote, designate, discipline, evaluate, review, and discharge Employees, schedule work as needed, determine levels of staffing, maintain order and efficiency, supervise and direct Employees in the performance of their duties, set standards to ensure proper and efficient use of the work force and equipment, determine qualifications and abilities, and establish and evaluate the merits, necessity, and/or organization of any service or activity currently offered or offered at any time hereafter by the District. It is understood the General Manager shall carry out the foregoing and the Board shall not directly assign tasks to Employees.

SECTION 33.2. ENTIRE AGREEMENT

This Memorandum of Understanding constitutes the entire agreement between the parties and includes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not. It is agreed that the terms and conditions of this Memorandum of Understanding itself shall constitute the whole agreement between the parties thereto and that the terms and conditions of this Memorandum of Understanding shall supersede all proposals, conversations, oral or written agreements constituting any portion of the meet and confer process or any other discussion leading up to the Memorandum of Understanding. The parties agree that no agreement was reached on other matters discussed and that the District is not obligated to make any changes or take any action regarding them. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on the parties, except that Employees shall have all rights accorded them under the provisions of State of California and Federal labor laws.

SECTION 343. SEPARABILITY OF SECTIONS

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

SECTION 354. TERM OF AGREEMENT

The parties agree that this Memorandum of Understanding shall stay in full force and effect through June 23, 2021.

SECTION 365. NO STRIKE AGREEMENT

During the term of this Memorandum of Understanding, it is agreed that there shall be no strike by the Employees nor lockout by the employer.

SIGNATURE PAGE FOLLOWS

PAYMENT OF CLAIMS

FOR APPROVAL
June 17, 2021

Payroll 6/1/21	546,230.78
Total Payroll	<u>546,230.78</u>
Accounts Payable Checks-Sewer Fund	267,920.01
Accounts Payable Checks-Water Fund	<u>168,204.38</u>
Total Accounts Payable Checks	436,124.39
Utility Management Refunds	<u>5,014.03</u>
Total Utility Management Checks	5,014.03
Grand Total	<u><u>987,369.20</u></u>

Payroll EFTs & Checks

	<u>6/1/2021</u>
EFT CA Employment Taxes & W/H	23,872.50
EFT Federal Employment Taxes & W/H	114,927.50
EFT CalPERS Contributions	80,962.16
EFT Empower Retirement-Deferred Comp	26,098.74
EFT Stationary Engineers Union Dues	2,687.59
EFT CDHP Health Savings (HSA)	4,944.63
EFT Retirement Health Savings	15,560.52
EFT United Way Contributions	51.00
EFT Employee Direct Deposits	275,233.10
CHK Employee Garnishments	1,563.59
CHK Employee Paychecks	329.45
<i>Total</i>	<u><u>546,230.78</u></u>



Payment of Claims

Payment Date Range 06/17/21 - 06/17/21
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor 42363 - A-1 CHEMICAL INC									
6883115	Janitorial Supplies Inventory	Paid by Check #106820		05/19/2021	06/17/2021	05/31/2021		06/17/2021	543.40
6893295	Janitorial Supplies Inventory	Paid by Check #106820		06/02/2021	06/17/2021	06/30/2021		06/17/2021	311.08
Vendor 42363 - A-1 CHEMICAL INC Totals							Invoices	2	\$854.48
Vendor 44039 - AFLAC									
822051	Insurance Supplement Payable	Paid by Check #106821		05/01/2021	06/17/2021	05/31/2021		06/17/2021	1,087.20
Vendor 44039 - AFLAC Totals							Invoices	1	\$1,087.20
Vendor 48605 - AIRGAS USA LLC									
9104944857	Field, Shop & Safety Supplies Inventory	Paid by Check #106822		09/09/2020	06/17/2021	05/31/2021		06/17/2021	689.93
9105132288	Field, Shop & Safety Supplies Inventory	Paid by Check #106822		09/14/2020	06/17/2021	05/31/2021		06/17/2021	41.43
Vendor 48605 - AIRGAS USA LLC Totals							Invoices	2	\$731.36
Vendor 48684 - ALLIED ELECTRONICS INC									
9014421567	Air Gap Package Unit	Paid by Check #106823		05/26/2021	06/17/2021	05/31/2021		06/17/2021	1,555.48
9014448411	Air Gap Package Unit	Paid by Check #106823		06/02/2021	06/17/2021	06/30/2021		06/17/2021	78.19
Vendor 48684 - ALLIED ELECTRONICS INC Totals							Invoices	2	\$1,633.67
Vendor 43949 - ALPEN SIERRA COFFEE									
217340	Office Supply Issues	Paid by Check #106824		05/25/2021	06/17/2021	05/31/2021		06/17/2021	89.00
217341	Office Supply Issues	Paid by Check #106824		05/25/2021	06/17/2021	05/31/2021		06/17/2021	45.50
217487	Office Supply Issues	Paid by Check #106824		06/02/2021	06/17/2021	06/30/2021		06/17/2021	91.00
217488	Office Supply Issues	Paid by Check #106824		06/02/2021	06/17/2021	06/30/2021		06/17/2021	46.50
Vendor 43949 - ALPEN SIERRA COFFEE Totals							Invoices	4	\$272.00
Vendor 49337 - AMAZON CAPITAL SERVICES INC.									
1HHG-DPRL-M1NL	Pump Stations	Paid by Check #106825		05/21/2021	06/17/2021	05/31/2021		06/17/2021	24.08
Vendor 49337 - AMAZON CAPITAL SERVICES INC. Totals							Invoices	1	\$24.08
Vendor 44580 - ARAMARK UNIFORM SERVICES									
1102546578	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	89.34
1102546583	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	87.19
1102546590	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	87.78
1102546594	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	101.86
1102546597	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	42.02
1102546601	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	21.17
1102546606	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	4.49
1102546614	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	101.71
1102546618	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	19.52
1102546621	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	8.36
1102546622	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	13.34



Payment of Claims

Payment Date Range 06/17/21 - 06/17/21
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1102546626	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	15.14
1102546629	Uniform Payable	Paid by Check #106826		05/25/2021	06/17/2021	05/31/2021		06/17/2021	17.98
1102550174	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	164.94
1102550179	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	87.19
1102550188	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	87.78
1102550196	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	101.86
1102550202	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	42.02
1102550207	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	21.17
1102550209	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	4.49
1102550216	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	101.71
1102550222	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	19.52
1102550226	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	8.36
1102550227	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	13.34
1102550232	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	15.14
1102550237	Uniform Payable	Paid by Check #106827		06/01/2021	06/17/2021	06/30/2021		06/17/2021	17.98
Vendor 44580 - ARAMARK UNIFORM SERVICES Totals						Invoices	26		\$1,295.40
Vendor 40521 - AT&T									
MAY2021-3	TELEPHONE	Paid by Check #106828		05/28/2021	06/17/2021	05/31/2021		06/17/2021	130.00
Vendor 40521 - AT&T Totals						Invoices	1		\$130.00
Vendor 45202 - AT&T MOBILITY									
MAY2021	TELEPHONE	Paid by Check #106829		05/19/2021	06/17/2021	05/31/2021		06/17/2021	1,603.15
Vendor 45202 - AT&T MOBILITY Totals						Invoices	1		\$1,603.15
Vendor 48000 - AT&T/CALNET 3									
MAY2021-3	TELEPHONE	Paid by Check #106830		05/31/2021	06/17/2021	05/31/2021		06/17/2021	1,561.69
Vendor 48000 - AT&T/CALNET 3 Totals						Invoices	1		\$1,561.69
Vendor 48612 - AUTOMATION DIRECT									
12199303	Air Gap Package Unit	Paid by Check #106831		05/26/2021	06/17/2021	05/31/2021		06/17/2021	31.75
12227179	Air Gap Package Unit	Paid by Check #106831		06/03/2021	06/17/2021	06/30/2021		06/17/2021	624.23
Vendor 48612 - AUTOMATION DIRECT Totals						Invoices	2		\$655.98
Vendor 11551 - AXELSON IRON SHOP									
290556	Shop Supplies	Paid by Check #106832		05/28/2021	06/17/2021	05/31/2021		06/17/2021	44.59
Vendor 11551 - AXELSON IRON SHOP Totals						Invoices	1		\$44.59
Vendor 49269 - BACKGROUNDS ONLINE									
531112	Personnel Expense	Paid by Check #106833		05/31/2021	06/17/2021	05/31/2021		06/17/2021	51.00
Vendor 49269 - BACKGROUNDS ONLINE Totals						Invoices	1		\$51.00
Vendor 11800 - BARTON HEALTHCARE SYSTEM									
128-82716	Safety Equipment - Physicals	Paid by Check #106834		05/27/2021	06/17/2021	05/31/2021		06/17/2021	1,001.68



Payment of Claims

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 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor	11800 - BARTON HEALTHCARE SYSTEM	Totals		Invoices	1		\$1,001.68
Vendor	49339 - BASEFORM INC								
05252021-95	Contractual Services	Paid by Check #106835		05/25/2021	06/17/2021	05/31/2021		06/17/2021	2,320.00
		Vendor	49339 - BASEFORM INC	Totals		Invoices	1		\$2,320.00
Vendor	44591 - BAY AREA COATING CONSULTANTS								
E07292A	Luther Pass PS Tanks Rehab	Paid by Check #106836		04/21/2021	06/17/2021	05/31/2021		06/17/2021	3,104.16
		Vendor	44591 - BAY AREA COATING CONSULTANTS	Totals		Invoices	1		\$3,104.16
Vendor	49419 - BEND GENETICS LLC								
ST2106	Monitoring	Paid by Check #106837		05/10/2021	06/17/2021	05/31/2021		06/17/2021	225.00
		Vendor	49419 - BEND GENETICS LLC	Totals		Invoices	1		\$225.00
Vendor	45009 - BENTLY AGROWDYNAMICS								
206131	Biosolid Disposal Costs	Paid by Check #106838		05/19/2021	06/17/2021	05/31/2021		06/17/2021	1,599.00
206160	Biosolid Disposal Costs	Paid by Check #106838		05/25/2021	06/17/2021	05/31/2021		06/17/2021	1,529.85
		Vendor	45009 - BENTLY AGROWDYNAMICS	Totals		Invoices	2		\$3,128.85
Vendor	48291 - BEST BEST & KRIEGER LLP								
902461	Personnel Legal	Paid by Check #106839		04/12/2021	06/17/2021	05/31/2021		06/17/2021	7,823.40
905507	Legal-Special Projects	Paid by Check #106839		05/20/2021	06/17/2021	05/31/2021		06/17/2021	684.60
905508	Personnel Legal	Paid by Check #106839		05/20/2021	06/17/2021	05/31/2021		06/17/2021	11,094.40
		Vendor	48291 - BEST BEST & KRIEGER LLP	Totals		Invoices	3		\$19,602.40
Vendor	12070 - BING MATERIALS								
208023	Pipe - Covers & Manholes	Paid by Check #106840		05/10/2021	06/17/2021	05/31/2021		06/17/2021	377.29
		Vendor	12070 - BING MATERIALS	Totals		Invoices	1		\$377.29
Vendor	43828 - BLUE RIBBON TEMP PERSONNEL								
9810	Contractual Services	Paid by Check #106841		04/02/2021	06/17/2021	05/31/2021		06/17/2021	1,076.80
10377	Contractual Services	Paid by Check #106841		05/28/2021	06/17/2021	05/31/2021		06/17/2021	687.40
10378	Contractual Services	Paid by Check #106841		05/28/2021	06/17/2021	05/31/2021		06/17/2021	339.36
10379	Contractual Services	Paid by Check #106841		05/28/2021	06/17/2021	05/31/2021		06/17/2021	1,045.38
10455	Contractual Services	Paid by Check #106841		06/04/2021	06/17/2021	06/30/2021		06/17/2021	687.40
10456	Contractual Services	Paid by Check #106841		06/04/2021	06/17/2021	06/30/2021		06/17/2021	367.64
10457	Contractual Services	Paid by Check #106841		06/04/2021	06/17/2021	06/30/2021		06/17/2021	1,430.52
		Vendor	43828 - BLUE RIBBON TEMP PERSONNEL	Totals		Invoices	7		\$5,634.50
Vendor	48681 - CADENCE TEAM LLC								
2881	Replace SCADA APP Server 2	Paid by Check #106842		04/28/2021	06/17/2021	05/31/2021		06/17/2021	7,751.15
		Vendor	48681 - CADENCE TEAM LLC	Totals		Invoices	1		\$7,751.15
Vendor	13230 - CAROLLO ENGINEERS								
FB10505	Secondary Clarifier #3 Rehab	Paid by Check #106843		05/20/2021	06/17/2021	05/31/2021		06/17/2021	7,162.50



Payment of Claims

Payment Date Range 06/17/21 - 06/17/21
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
		Vendor 13230 - CAROLLO ENGINEERS Totals					Invoices	1	\$7,162.50
Vendor 48769 - CARSON DODGE									
5117902 1	Automotive	Paid by Check #106844		05/25/2021	06/17/2021	05/31/2021		06/17/2021	756.71
		Vendor 48769 - CARSON DODGE Totals					Invoices	1	\$756.71
Vendor 42328 - CDW-G CORP									
D630917	Water Reuse Infrastructure Upgrades	Paid by Check #106845		05/25/2021	06/17/2021	05/31/2021		06/17/2021	904.48
D690152	District Computer Supplies	Paid by Check #106845		05/25/2021	06/17/2021	05/31/2021		06/17/2021	4,997.16
D713089	Service Contracts	Paid by Check #106845		05/26/2021	06/17/2021	05/31/2021		06/17/2021	7,062.00
D771067	IT-BMB Pump Surface Tablets	Paid by Check #106845		05/27/2021	06/17/2021	05/31/2021		06/17/2021	1,569.77
		Vendor 42328 - CDW-G CORP Totals					Invoices	4	\$14,533.41
Vendor 48672 - CINTAS CORP									
5060559428	Safety Equipment - Physicals	Paid by Check #106846		04/29/2021	06/17/2021	05/31/2021		06/17/2021	944.00
5063196174	Safety Equipment - Physicals	Paid by Check #106846		05/24/2021	06/17/2021	05/31/2021		06/17/2021	63.49
		Vendor 48672 - CINTAS CORP Totals					Invoices	2	\$1,007.49
Vendor 40512 - CODALE ELECTRIC SUPPLY									
S7421389.003	Buildings	Paid by Check #106847		05/27/2021	06/17/2021	05/31/2021		06/17/2021	3,027.60
		Vendor 40512 - CODALE ELECTRIC SUPPLY Totals					Invoices	1	\$3,027.60
Vendor 48281 - CRYSTAL DAIRY FOODS									
42440	Safety Equipment - Physicals	Paid by Check #106848		05/27/2021	06/17/2021	05/31/2021		06/17/2021	30.00
		Vendor 48281 - CRYSTAL DAIRY FOODS Totals					Invoices	1	\$30.00
Vendor 49048 - BENITO CUEVAS									
052921	Travel - Meetings - Education	Paid by Check #106849		05/29/2021	06/17/2021	05/31/2021		06/17/2021	62.04
		Vendor 49048 - BENITO CUEVAS Totals					Invoices	1	\$62.04
Vendor 48289 - DIY HOME CENTER									
D00024	Shop Supplies	Paid by Check #106850		11/20/2019	06/17/2021	05/31/2021		06/17/2021	(8.49)
A68626	Shop Supplies	Paid by Check #106850		04/05/2021	06/17/2021	05/31/2021		06/17/2021	(10.65)
10211/21	Small Tools	Paid by Check #106850		05/20/2021	06/17/2021	05/31/2021		06/17/2021	32.27
10234/21	Wells	Paid by Check #106850		05/21/2021	06/17/2021	05/31/2021		06/17/2021	31.35
10235/21	Small Tools	Paid by Check #106850		05/21/2021	06/17/2021	05/31/2021		06/17/2021	16.63
10268/21	Small Tools	Paid by Check #106850		05/24/2021	06/17/2021	05/31/2021		06/17/2021	73.37
10315/21	Repair - Maintenance Water Tanks	Paid by Check #106850		05/25/2021	06/17/2021	05/31/2021		06/17/2021	61.08
10443/21	Buildings	Paid by Check #106850		06/01/2021	06/17/2021	06/30/2021		06/17/2021	19.55
		Vendor 48289 - DIY HOME CENTER Totals					Invoices	8	\$215.11
Vendor 48305 - DOMENICHELLI & ASSOCIATES									
19/186-8	Contractual Services	Paid by Check #106851		05/27/2021	06/17/2021	05/31/2021		06/17/2021	315.00



Payment of Claims

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
20/481-7	Contractual Services	Paid by Check #106851		05/27/2021	06/17/2021	05/31/2021		06/17/2021	2,640.00
21/701-1	Contractual Services	Paid by Check #106851		05/31/2021	06/17/2021	05/31/2021		06/17/2021	4,704.00
Vendor 48305 - DOMENICHELLI & ASSOCIATES Totals							Invoices	3	<u>\$7,659.00</u>
Vendor 14683 - EL DORADO COUNTY									
16908	Regulatory Operating Permits	Paid by Check #106852		05/20/2021	06/17/2021	05/31/2021		06/17/2021	5,824.59
Vendor 14683 - EL DORADO COUNTY Totals							Invoices	1	<u>\$5,824.59</u>
Vendor 40421 - EL DORADO COUNTY									
2232205	Supplies	Paid by Check #106853		05/27/2021	06/17/2021	05/31/2021		06/17/2021	20.00
Vendor 40421 - EL DORADO COUNTY Totals							Invoices	1	<u>\$20.00</u>
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC									
L0568501	Monitoring	Paid by Check #106854		05/10/2021	06/17/2021	05/31/2021		06/17/2021	35.00
L0569605	Monitoring	Paid by Check #106854		05/14/2021	06/17/2021	05/31/2021		06/17/2021	105.00
L0570501	Monitoring	Paid by Check #106854		05/20/2021	06/17/2021	05/31/2021		06/17/2021	40.00
L0570510	Monitoring	Paid by Check #106854		05/20/2021	06/17/2021	05/31/2021		06/17/2021	50.00
L0570529	Monitoring	Paid by Check #106854		05/20/2021	06/17/2021	05/31/2021		06/17/2021	35.00
Vendor 18550 - EUROFINS EATON ANALYTICAL LLC Totals							Invoices	5	<u>\$265.00</u>
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC									
904930165	Service Contracts	Paid by Check #106855		06/01/2021	06/17/2021	06/30/2021		06/17/2021	101.12
Vendor 47836 - EVOQUA WATER TECHNOLOGIES LLC Totals							Invoices	1	<u>\$101.12</u>
Vendor 47960 - FARR WEST ENGINEERING INC									
15571	Keller Heavenly Water System Improvement	Paid by Check #106856		06/04/2021	06/17/2021	06/30/2021		06/17/2021	5,516.25
Vendor 47960 - FARR WEST ENGINEERING INC Totals							Invoices	1	<u>\$5,516.25</u>
Vendor 14890 - FEDEX									
7-386-18141	Postage Expenses	Paid by Check #106857		05/28/2021	06/17/2021	05/31/2021		06/17/2021	81.75
Vendor 14890 - FEDEX Totals							Invoices	1	<u>\$81.75</u>
Vendor 41263 - FERGUSON ENTERPRISES LLC									
9119277	Pump Stations	Paid by Check #106858		03/24/2021	06/17/2021	05/31/2021		06/17/2021	199.74
9228229	Pump Stations	Paid by Check #106858		05/17/2021	06/17/2021	05/31/2021		06/17/2021	13.59
9241624	Pump Stations	Paid by Check #106858		05/20/2021	06/17/2021	05/31/2021		06/17/2021	42.77
9248570	Buildings	Paid by Check #106858		05/26/2021	06/17/2021	05/31/2021		06/17/2021	12.48
9252794	Biosolids Equipment - Building	Paid by Check #106858		05/26/2021	06/17/2021	05/31/2021		06/17/2021	68.75
9256029	Pump Stations	Paid by Check #106858		05/27/2021	06/17/2021	05/31/2021		06/17/2021	51.86
Vendor 41263 - FERGUSON ENTERPRISES LLC Totals							Invoices	6	<u>\$389.19</u>
Vendor 48402 - FLYERS ENERGY LLC									
21-323159	Gasoline Fuel Inventory	Paid by Check #106859		05/21/2021	06/17/2021	05/31/2021		06/17/2021	2,328.98



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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
21-325571	Gasoline & Diesel Fuel Inventory	Paid by Check #106859		05/25/2021	06/15/2021	05/31/2021		06/17/2021	6,250.13
21-325970	Gasoline & Diesel Fuel Inventory	Paid by Check #106859		05/26/2021	06/17/2021	05/31/2021		06/17/2021	1,700.27
21-329698	Gasoline Fuel Inventory	Paid by Check #106859		06/02/2021	06/17/2021	06/30/2021		06/17/2021	1,653.66
Vendor 48402 - FLYERS ENERGY LLC Totals							Invoices	4	<u>\$11,933.04</u>
Vendor 47939 - FOSTER FLOW CONTROL									
21-3572	Air Gap Package Unit	Paid by Check #106860		06/02/2021	06/17/2021	06/30/2021		06/17/2021	4,775.21
Vendor 47939 - FOSTER FLOW CONTROL Totals							Invoices	1	<u>\$4,775.21</u>
Vendor 48288 - FRONTIER COMMUNICATIONS									
MAY2021-2	TELEPHONE	Paid by Check #106861		05/31/2021	06/17/2021	05/31/2021		06/17/2021	758.62
Vendor 48288 - FRONTIER COMMUNICATIONS Totals							Invoices	1	<u>\$758.62</u>
Vendor 49119 - GANNETT FLEMING INC									
065860.02*6	Keller Heavenly Water System Improvement	Paid by Check #106862		06/07/2021	06/17/2021	06/30/2021		06/17/2021	1,860.00
Vendor 49119 - GANNETT FLEMING INC Totals							Invoices	1	<u>\$1,860.00</u>
Vendor 49575 - JOEL GOLIGOSKI									
060421	Certification & Education	Paid by Check #106863		06/04/2021	06/17/2021	06/30/2021		06/17/2021	331.00
Vendor 49575 - JOEL GOLIGOSKI Totals							Invoices	1	<u>\$331.00</u>
Vendor 15600 - GRAINGER									
9904015170	Small Tools	Paid by Check #106864		05/17/2021	06/17/2021	05/31/2021		06/17/2021	547.63
9907303540	Automotive	Paid by Check #106864		05/20/2021	06/17/2021	05/31/2021		06/17/2021	331.63
Vendor 15600 - GRAINGER Totals							Invoices	2	<u>\$879.26</u>
Vendor 49610 - MICHAEL GUARINO									
3368207	Toilet Rebate Program	Paid by Check #106865		06/07/2021	06/17/2021	06/30/2021		06/17/2021	94.50
Vendor 49610 - MICHAEL GUARINO Totals							Invoices	1	<u>\$94.50</u>
Vendor 15800 - HACH CO									
12471336	Laboratory Supplies	Paid by Check #106866		05/26/2021	06/17/2021	05/31/2021		06/17/2021	469.53
12479688	Laboratory Supplies	Paid by Check #106866		06/01/2021	06/17/2021	06/30/2021		06/17/2021	229.84
Vendor 15800 - HACH CO Totals							Invoices	2	<u>\$699.37</u>
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS									
117502	Service Contracts	Paid by Check #106867		06/01/2021	06/17/2021	06/30/2021		06/17/2021	597.27
117584	Service Contracts	Paid by Check #106867		06/02/2021	06/17/2021	06/30/2021		06/17/2021	51.81
Vendor 44430 - HIGH SIERRA BUSINESS SYSTEMS Totals							Invoices	2	<u>\$649.08</u>
Vendor 44414 - HOME DEPOT CREDIT SERVICES									
OAC-000000007	Shop Supplies	Paid by Check #106868		04/06/2021	06/17/2021	05/31/2021		06/17/2021	(253.63)
1202513	Grounds & Maintenance	Paid by Check #106868		05/11/2021	06/17/2021	05/31/2021		06/17/2021	140.26
5514496	Grounds & Maintenance	Paid by Check #106868		05/17/2021	06/17/2021	05/31/2021		06/17/2021	64.00



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3510036	Grounds & Maintenance	Paid by Check #106868		05/19/2021	06/17/2021	05/31/2021		06/17/2021	345.03
8621047	Safety Equipment - Physicals	Paid by Check #106868		05/24/2021	06/17/2021	05/31/2021		06/17/2021	48.10
Vendor 44414 - HOME DEPOT CREDIT SERVICES Totals							Invoices	5	<u>\$343.76</u>
Vendor 10103 - IDEXX DISTRIBUTION CORP									
3085079562	Laboratory Supplies	Paid by Check #106869		05/19/2021	06/17/2021	05/31/2021		06/17/2021	1,216.48
Vendor 10103 - IDEXX DISTRIBUTION CORP Totals							Invoices	1	<u>\$1,216.48</u>
Vendor 48056 - INFOSEND INC									
190210	Contractual Services	Paid by Check #106870		04/26/2021	06/17/2021	05/31/2021		06/17/2021	130.00
Vendor 48056 - INFOSEND INC Totals							Invoices	1	<u>\$130.00</u>
Vendor 48087 - INNOVYZE INC									
Q-91862	Service Contracts	Paid by Check #106871		05/17/2021	06/17/2021	07/01/2021		06/17/2021	12,608.00
Vendor 48087 - INNOVYZE INC Totals							Invoices	1	<u>\$12,608.00</u>
Vendor 47947 - JACK HENRY & ASSOC. INC									
3687660	Service Contracts	Paid by Check #106872		06/01/2021	06/17/2021	07/01/2021		06/17/2021	3,325.20
Vendor 47947 - JACK HENRY & ASSOC. INC Totals							Invoices	1	<u>\$3,325.20</u>
Vendor 40821 - KENNEDY/JENKS CONSULTANTS INC									
147671	Contractual Services	Paid by Check #106873		05/26/2021	06/17/2021	05/31/2021		06/17/2021	30,274.40
147923	Grounds & Maintenance	Paid by Check #106873		06/01/2021	06/17/2021	06/30/2021		06/17/2021	23,930.40
147957	Grounds & Maintenance	Paid by Check #106873		06/02/2021	06/17/2021	06/30/2021		06/17/2021	12,793.30
Vendor 40821 - KENNEDY/JENKS CONSULTANTS INC Totals							Invoices	3	<u>\$66,998.10</u>
Vendor 43694 - KIMBALL MIDWEST									
8859502	Shop Supplies	Paid by Check #106874		05/05/2021	06/17/2021	05/31/2021		06/17/2021	1,506.10
8922532	Shop Supplies	Paid by Check #106874		05/27/2021	06/17/2021	05/31/2021		06/17/2021	679.53
Vendor 43694 - KIMBALL MIDWEST Totals							Invoices	2	<u>\$2,185.63</u>
Vendor 17350 - LAKESIDE NAPA									
May 21 Stmt	Automotive, Small Tools & Shop Supplies	Paid by Check #106875		05/25/2021	06/17/2021	05/31/2021		06/17/2021	3,133.79
Vendor 17350 - LAKESIDE NAPA Totals							Invoices	1	<u>\$3,133.79</u>
Vendor 22200 - LANGENFELD ACE HARDWARE									
May 21 Stmt	Shop Supplies & Small Tools	Paid by Check #106876		05/31/2021	06/17/2021	05/31/2021		06/17/2021	1,144.43
Vendor 22200 - LANGENFELD ACE HARDWARE Totals							Invoices	1	<u>\$1,144.43</u>
Vendor 22550 - LIBERTY UTILITIES									
MAY2021-3	ELECTRICITY	Paid by Check #106877		05/31/2021	06/17/2021	05/31/2021		06/17/2021	106,669.86
Vendor 22550 - LIBERTY UTILITIES Totals							Invoices	1	<u>\$106,669.86</u>
Vendor 49607 - JOHN MALTESTER									



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8110304	Miscellaneous Liability Claims	Paid by Check #106878		05/25/2021	06/17/2021	05/31/2021			600.00
		Vendor 49607 - JOHN MALTESTER Totals				Invoices	1		\$600.00
Vendor 17900 - MC MASTER CARR SUPPLY CO 58990094	Pump Stations & Wells	Paid by Check #106879		05/26/2021	06/17/2021	05/31/2021		06/17/2021	280.76
		Vendor 17900 - MC MASTER CARR SUPPLY CO Totals				Invoices	1		\$280.76
Vendor 21701 - THE McCLATCHY COMPANY LLC 31189	Ads-Legal Notices	Paid by Check #106880		05/31/2021	06/17/2021	05/31/2021		06/17/2021	1,244.45
		Vendor 21701 - THE McCLATCHY COMPANY LLC Totals				Invoices	1		\$1,244.45
Vendor 18150 - MEEKS BUILDING CENTER May 21 Stmt	Supplies, Buildings & Small Tools	Paid by Check #106881		05/31/2021	06/17/2021	05/31/2021		06/17/2021	802.20
		Vendor 18150 - MEEKS BUILDING CENTER Totals				Invoices	1		\$802.20
Vendor 48628 - MENEGON'S HARDWARE 62894	Buildings	Paid by Check #106882		05/26/2021	06/17/2021	05/31/2021		06/17/2021	19.50
		Vendor 48628 - MENEGON'S HARDWARE Totals				Invoices	1		\$19.50
Vendor 48470 - NIXON'S HEATING/AIR CONDIT INC 40511	Buildings	Paid by Check #106883		05/21/2021	06/17/2021	05/31/2021		06/17/2021	194.81
		Vendor 48470 - NIXON'S HEATING/AIR CONDIT INC Totals				Invoices	1		\$194.81
Vendor 40124 - NORTHERN TOOL & EQUIP 47986308	Grounds & Maintenance	Paid by Check #106884		05/29/2021	06/17/2021	05/31/2021		06/17/2021	805.84
		Vendor 40124 - NORTHERN TOOL & EQUIP Totals				Invoices	1		\$805.84
Vendor 48864 - DOUGLAS NUROCK 060321	Dues - Memberships - Certification	Paid by Check #106885		06/03/2021	06/17/2021	06/30/2021		06/17/2021	187.00
		Vendor 48864 - DOUGLAS NUROCK Totals				Invoices	1		\$187.00
Vendor 49612 - LISA O DALY 3342406	Clothes Washer Rebate Program	Paid by Check #106886		06/02/2021	06/17/2021	06/30/2021		06/17/2021	200.00
		Vendor 49612 - LISA O DALY Totals				Invoices	1		\$200.00
Vendor 48315 - O'REILLY AUTO PARTS May 21 Stmt	Automotive, Mobile Equipment & Supplies	Paid by Check #106887		05/28/2021	06/17/2021	05/31/2021		06/17/2021	210.36
		Vendor 48315 - O'REILLY AUTO PARTS Totals				Invoices	1		\$210.36
Vendor 44607 - OLIN CORPORATION 2970075	Hypochlorite	Paid by Check #106888		05/19/2021	06/17/2021	05/31/2021		06/17/2021	4,339.11
2977519	Hypochlorite	Paid by Check #106888		06/07/2021	06/17/2021	06/30/2021		06/17/2021	4,335.59
		Vendor 44607 - OLIN CORPORATION Totals				Invoices	2		\$8,674.70



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Vendor 43263 - Pitney Bowes									
3104744225	Equipment Rental- Lease	Paid by Check #106889		05/27/2021	06/17/2021	05/31/2021		06/17/2021	542.75
		Vendor 43263 - Pitney Bowes Totals					Invoices	1	<u>\$542.75</u>
Vendor 47903 - PRAXAIR 174									
63704422	Shop Supplies	Paid by Check #106890		05/22/2021	06/17/2021	05/31/2021		06/17/2021	54.31
63798041	Secondary Equipment	Paid by Check #106890		05/22/2021	06/17/2021	05/31/2021		06/17/2021	64.16
		Vendor 47903 - PRAXAIR 174 Totals					Invoices	2	<u>\$118.47</u>
Vendor 49554 - PROMINENCE ADMINISTRATIVE SERVICES									
359	Dental Self Insurance	Paid by Check #106891		05/01/2021	06/17/2021	05/31/2021		06/17/2021	682.00
		Vendor 49554 - PROMINENCE ADMINISTRATIVE SERVICES Totals					Invoices	1	<u>\$682.00</u>
Vendor 48553 - RAUCH COMMUNICATION									
May-2110	Contractual Services	Paid by Check #106892		05/27/2021	06/17/2021	05/31/2021		06/17/2021	210.00
		Vendor 48553 - RAUCH COMMUNICATION Totals					Invoices	1	<u>\$210.00</u>
Vendor 22280 - SETON IDENTIFICATION PRODUCTS									
9346734585	Grounds & Maintenance	Paid by Check #106893		05/12/2021	06/17/2021	05/31/2021		06/17/2021	518.08
9346837439	Grounds & Maintenance	Paid by Check #106893		05/25/2021	06/17/2021	05/31/2021		06/17/2021	(64.76)
		Vendor 22280 - SETON IDENTIFICATION PRODUCTS Totals					Invoices	2	<u>\$453.32</u>
Vendor 43552 - SHERWIN-WILLIAMS									
3994-0	FLL Sewer PS 6 Upgrade	Paid by Check #106894		05/19/2021	06/17/2021	05/31/2021		06/17/2021	131.53
3997-3	Buildings	Paid by Check #106894		05/19/2021	06/17/2021	05/31/2021		06/17/2021	229.52
		Vendor 43552 - SHERWIN-WILLIAMS Totals					Invoices	2	<u>\$361.05</u>
Vendor 47832 - SHRED-IT									
8182082039	Office Supply Issues	Paid by Check #106895		05/22/2021	06/17/2021	05/31/2021		06/17/2021	67.00
		Vendor 47832 - SHRED-IT Totals					Invoices	1	<u>\$67.00</u>
Vendor 49140 - SIERRA BUSINESS COUNCIL									
May 2021	Contractual Services	Paid by Check #106896		05/01/2021	06/17/2021	05/31/2021		06/17/2021	1,000.00
		Vendor 49140 - SIERRA BUSINESS COUNCIL Totals					Invoices	1	<u>\$1,000.00</u>
Vendor 48622 - SIERRA ECOTONE SOLUTIONS									
1062	Keller Heavenly Water System Improvement	Paid by Check #106897		06/03/2021	06/17/2021	06/30/2021		06/17/2021	1,890.00
		Vendor 48622 - SIERRA ECOTONE SOLUTIONS Totals					Invoices	1	<u>\$1,890.00</u>
Vendor 48735 - SILVER STATE ANALYTICAL LAB									
RN269677	Monitoring	Paid by Check #106898		05/28/2021	06/17/2021	05/31/2021		06/17/2021	258.00
		Vendor 48735 - SILVER STATE ANALYTICAL LAB Totals					Invoices	1	<u>\$258.00</u>
Vendor 44577 - SOUNDPROS INC									



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210522-56	Public Relations Expense	Paid by Check #106899		05/22/2021	06/17/2021	05/31/2021			49.00
		Vendor 44577 - SOUNDPROS INC Totals				Invoices	1		\$49.00
Vendor 23450 - SOUTH TAHOE REFUSE 060121	Refuse Disposal	Paid by Check #106900		05/01/2021	06/17/2021	05/31/2021		06/17/2021	2,782.08
		Vendor 23450 - SOUTH TAHOE REFUSE Totals				Invoices	1		\$2,782.08
Vendor 45168 - SOUTHWEST GAS MAY2021-3	NATURAL GAS	Paid by Check #106901		05/31/2021	06/17/2021	05/31/2021		06/17/2021	9,029.34
		Vendor 45168 - SOUTHWEST GAS Totals				Invoices	1		\$9,029.34
Vendor 49064 - Staples Business Advantage 3478350094	Office Supply Issues	Paid by Check #106902		05/29/2021	06/17/2021	05/31/2021		06/17/2021	349.87
3478350095	Office Supply Issues	Paid by Check #106902		05/29/2021	06/17/2021	05/31/2021		06/17/2021	44.50
3478350097	Office Supply Issues	Paid by Check #106902		05/29/2021	06/17/2021	05/31/2021		06/17/2021	20.23
		Vendor 49064 - Staples Business Advantage Totals				Invoices	3		\$414.60
Vendor 48413 - STATE WATER RES CTRL BD RUIZ MAY21	Dues - Memberships - Certification	Paid by Check #106903		05/31/2021	06/17/2021	05/31/2021		06/17/2021	110.00
		Vendor 48413 - STATE WATER RES CTRL BD Totals				Invoices	1		\$110.00
Vendor 48617 - STEEL-TOE-SHOES.COM STP052421	Safety Equipment - Physicals	Paid by Check #106904		05/24/2021	06/17/2021	05/31/2021		06/17/2021	166.38
		Vendor 48617 - STEEL-TOE-SHOES.COM Totals				Invoices	1		\$166.38
Vendor 24050 - TAHOE BASIN CONTAINER SERVICE 060121	Biosolid Disposal Costs & Refuse Disposal	Paid by Check #106905		05/31/2021	06/17/2021	05/31/2021		06/17/2021	14,277.30
		Vendor 24050 - TAHOE BASIN CONTAINER SERVICE Totals				Invoices	1		\$14,277.30
Vendor 49032 - TAHOE BEACH & SKI CLUB May 21 Stmt	Standby Accommodations	Paid by Check #106906		05/25/2021	06/17/2021	05/31/2021		06/17/2021	531.50
		Vendor 49032 - TAHOE BEACH & SKI CLUB Totals				Invoices	1		\$531.50
Vendor 24325 - TAHOE SAND & GRAVEL 26248	Pipe - Covers & Manholes	Paid by Check #106907		05/04/2021	06/17/2021	05/31/2021		06/17/2021	516.67
26270	Pipe - Covers & Manholes	Paid by Check #106907		05/27/2021	06/17/2021	05/31/2021		06/17/2021	754.16
		Vendor 24325 - TAHOE SAND & GRAVEL Totals				Invoices	2		\$1,270.83
Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY 5106507	Shop Supplies	Paid by Check #106908		05/01/2021	06/17/2021	05/31/2021		06/17/2021	679.04
5106508	Shop Supplies	Paid by Check #106908		05/17/2021	06/17/2021	05/31/2021		06/17/2021	23.93
		Vendor 24450 - TAHOE VALLEY ELECTRIC SUPPLY Totals				Invoices	2		\$702.97



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Vendor 48927 - TAHOE VALLEY LODGE									
1031	Standby Accommodations	Paid by Check #106909		05/28/2021	06/17/2021	05/31/2021		06/17/2021	2,300.00
Vendor 48927 - TAHOE VALLEY LODGE Totals							Invoices	1	\$2,300.00
Vendor 49420 - THATCHER COMPANY OF NEVADA INC									
CM 506143	Hypochlorite	Paid by Check #106910		08/31/2018	06/17/2021	05/31/2021		06/17/2021	(86.76)
CM 506144	Hypochlorite	Paid by Check #106910		09/05/2018	06/17/2021	05/31/2021		06/17/2021	(65.07)
5067639	Hypochlorite	Paid by Check #106910		05/19/2021	06/17/2021	05/31/2021		06/17/2021	2,427.95
Vendor 49420 - THATCHER COMPANY OF NEVADA INC Totals							Invoices	3	\$2,276.12
Vendor 43718 - USA BLUE BOOK									
612170	Headworks Equipment & Building	Paid by Check #106911		05/24/2021	06/17/2021	05/31/2021		06/17/2021	1,372.01
615023	FLL Sewer PS 6 Upgrade	Paid by Check #106911		05/26/2021	06/17/2021	05/31/2021		06/17/2021	477.40
615151	Air Gap Package Unit	Paid by Check #106911		05/26/2021	06/17/2021	05/31/2021		06/17/2021	669.16
619316	Laboratory Supplies	Paid by Check #106911		06/01/2021	06/17/2021	06/30/2021		06/17/2021	1,650.98
Vendor 43718 - USA BLUE BOOK Totals							Invoices	4	\$4,169.55
Vendor 49100 - VALLEY EYECARE & EYEWEAR GALLERY									
155862719	Safety Equipment - Physicals	Paid by Check #106912		05/19/2021	06/17/2021	05/31/2021		06/17/2021	184.00
Vendor 49100 - VALLEY EYECARE & EYEWEAR GALLERY Totals							Invoices	1	\$184.00
Vendor 25700 - WEDCO INC									
691943	Buildings	Paid by Check #106913		05/24/2021	06/17/2021	05/31/2021		06/17/2021	156.72
692506	Buildings	Paid by Check #106913		05/26/2021	06/17/2021	05/31/2021		06/17/2021	79.55
693184	Buildings	Paid by Check #106913		05/28/2021	06/17/2021	05/31/2021		06/17/2021	517.65
693408	Pump Stations	Paid by Check #106913		06/01/2021	06/17/2021	06/30/2021		06/17/2021	21.48
693409	Pump Stations	Paid by Check #106913		06/01/2021	06/17/2021	06/30/2021		06/17/2021	22.22
693654	Shop Supplies	Paid by Check #106913		06/02/2021	06/17/2021	06/30/2021		06/17/2021	44.64
Vendor 25700 - WEDCO INC Totals							Invoices	6	\$842.26
Vendor 25850 - WESTERN NEVADA SUPPLY									
18734801	Pump Stations	Paid by Check #106914		04/12/2021	06/17/2021	05/31/2021		06/17/2021	294.53
38741456	Pipe - Covers & Manholes	Paid by Check #106914		04/14/2021	06/17/2021	05/31/2021		06/17/2021	105.90
18769921	FLL Sewer PS 6 Upgrade	Paid by Check #106914		04/29/2021	06/17/2021	05/31/2021		06/17/2021	114.52
18770136	FLL Sewer PS 6 Upgrade	Paid by Check #106914		04/29/2021	06/17/2021	05/31/2021		06/17/2021	273.51
18770404	FLL Sewer PS 6 Upgrade	Paid by Check #106914		04/29/2021	06/17/2021	05/31/2021		06/17/2021	171.28
38770217	Pipe - Covers & Manholes	Paid by Check #106914		04/29/2021	06/17/2021	05/31/2021		06/17/2021	408.79
38773070	Pipe - Covers & Manholes	Paid by Check #106914		04/30/2021	06/17/2021	05/31/2021		06/17/2021	881.70
38803709	Shop Supplies	Paid by Check #106914		05/20/2021	06/17/2021	05/31/2021		06/17/2021	30.49
38804106	Repair - Maintenance Water Tanks	Paid by Check #106914		05/25/2021	06/17/2021	05/31/2021		06/17/2021	122.04
38810734	Pump Stations	Paid by Check #106914		05/25/2021	06/17/2021	05/31/2021		06/17/2021	92.62
38810743	Pump Stations	Paid by Check #106914		05/25/2021	06/17/2021	05/31/2021		06/17/2021	27.21



Payment of Claims

Payment Date Range 06/17/21 - 06/17/21
 Report By Vendor - Invoice
 Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
38800209	Buildings	Paid by Check #106914		05/26/2021	06/17/2021	05/31/2021		06/17/2021	697.87
38814684	Pipe - Covers & Manholes	Paid by Check #106914		06/01/2021	06/17/2021	06/30/2021		06/17/2021	198.69
18692398	Boxes-Lids-Extensions Inventory	Paid by Check #106914		06/02/2021	06/17/2021	06/30/2021		06/17/2021	1,499.45
Vendor 25850 - WESTERN NEVADA SUPPLY Totals						Invoices	14		<u>\$4,918.60</u>
Vendor 49611 - ZACHA WIENER									
3642213	Clothes Washer Rebate Program	Paid by Check #106915		06/03/2021	06/17/2021	06/30/2021		06/17/2021	200.00
Vendor 49611 - ZACHA WIENER Totals						Invoices	1		<u>\$200.00</u>
Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO									
2021-247945-00	Shop Supplies	Paid by Check #106916		05/24/2021	06/17/2021	05/31/2021		06/17/2021	675.60
Vendor 40298 - WILLIAMS INDUSTRIAL SALES CO Totals						Invoices	1		<u>\$675.60</u>
Vendor 49609 - DARIN WITT									
3346611	Turf Buy-Back Program	Paid by Check #106917		05/17/2021	06/17/2021	05/31/2021		06/17/2021	1,050.00
Vendor 49609 - DARIN WITT Totals						Invoices	1		<u>\$1,050.00</u>
Grand Totals						Invoices	204		<u><u>\$384,229.06</u></u>
SWRCB Accounting Office ck #106817									\$825.00
United States Treasury chk #'s 106715 - 106717									\$51,070.33
Payment of Claims Total									<u>\$436,124.39</u>