



**TAHOE CITY PUBLIC UTILITY DISTRICT
MEMORANDUM REGARDING MANAGEMENT EMPLOYEES
FOR JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

1 INTRODUCTION

The Tahoe City Public Utility District (District) recognizes the critical role that Management Employees (Employee or Employees) are responsible for in the success of the organization. While the District holds all staff to exacting standards of professionalism; these Management Employees are held to an even higher level and are expected to serve as models of the District Core Values and to assume a leadership role for not only their staff, but all staff within the District.

Examples of Management Employee expectations include, but are not limited to:

- A. Represent the District in a professional manner at all times. Conduct themselves in a manner that reflects favorably upon the District both during and outside of regular working hours.
- B. Assume full responsibility of and accountability for the performance of direct reports and areas of professional expertise.
- C. Regularly work hours in excess of forty (40) hours per week; without additional credit or compensation for such hours.
- D. Assume full accountability for their area(s) of budget responsibility.
- E. Provide timely communication of significant variances from normal operations to the General Manager.
- F. Be available to the General Manager and/or Board of Directors outside of routine work hours without additional credit or compensation for such hours.

In acknowledgement of the above expectations and responsibilities, the District grants a different level of benefits to its Management Employees.

2 APPLICABILITY

This Memorandum Regarding Management Employees (Memorandum) shall apply to all Management Employees of the District.

Employees consist of the District Engineer/Assistant General Manager, Chief Financial Officer, Director of Utilities, Director of Support Services, Director of Parks and Recreation, Executive Assistant, District Accountant, District Treasurer and District Clerk,

The Board of Directors may revise and/or delete any of these titles, categories or positions at its discretion but with notice.

3 SERVICE

- A. The General Manager shall establish a probationary period of at least twelve months for all positions covered by this Memorandum. At three month intervals during the probationary period, the Employee's performance shall be informally or formally evaluated. At the conclusion

of the Employee's probationary period, and if the Employee's performance has been satisfactory, the Employee shall be advanced to regular employment as originally appointed.

- B. The District Accountant, District Treasurer and the District Clerk shall serve at the pleasure of the Board of Directors, consistent with Public Utilities Code section 16112.
- C. Employment of the District Engineer/Assistant General Manager, Chief Financial Officer, Director of Utilities, Director of Support Services, Director of Parks and Recreation and Executive Assistant shall be at the pleasure of the General Manager or his/her designee, subject to Board approval. Upon termination without cause or due to a business reorganization by the General Manager or the District; the District Engineer/Assistant General Manager, Chief Financial Officer, Director of Utilities, Director of Support Services, Director of Parks and Recreation or Executive Assistant shall be entitled to receive severance pay equal to one (1) month of the Employee's then current salary and benefits for each year or fraction thereof of service in that position, up to a maximum of five (5) month's salary and benefits. Employee shall only be entitled to receive the severance pay if he or she and the District have executed a severance agreement at the time of separation that is mutually agreeable to the District and the Employee.

4 HOURS OF WORK

Employees shall work a flexible and appropriate schedule sufficient to complete all tasks associated with the position that shall be no less than minimum average of forty (40) hours per week, per the General Manager's discretion. Employees are expected to work schedules that are consistent with normal hours of District operations and their subordinates' schedules. Ongoing exceptions to this requirement will be granted based solely on the District's needs. Other exceptions to this requirement will be based upon District requirements for coverage outside the normal working day. Other occasional exceptions may be approved by the General Manager. There shall be no credit or compensation for time worked in excess of forty (40) hours per week. The General Manager may require timecards to be submitted. Timecards shall be submitted when leave is taken.

5 COMPENSATION

Compensation shall be recommended to the Board by the General Manager for all positions described herein. Compensation may be reviewed annually.

6 JOB DESCRIPTION

Employees shall be provided with a job description and shall perform all duties outlined in the job description or other duties as assigned by the General Manager.

In no instance shall any additional duties assigned by the General Manager to the District Accountant, District Treasurer or District Clerk negate or impair the at-will nature of those provisions as set forth in Public Utilities Code section 16112.

7 EVALUATION

At least annually on or about January 1, the General Manager shall evaluate performance of Employees in writing.

8 APPEAL

Except for the District Accountant, District Treasurer and the District Clerk, any Employee, in situations where an adverse action is being taken against them that would require a Skelly hearing, may elect to request an "appeal" within five (5) days of a decision by the General Manager or the Board via an advisory hearing. Such written notice must be given to the General Manager. The General Manager shall

appoint an advisory hearing officer. The advisory hearing officer shall conduct a non-evidentiary hearing on the matter and make a recommendation on the appeal to the Board of Directors. The hearing shall be conducted at the District offices in Tahoe City, California. The Employee may have one representative present to assist the Employee. The Employee shall bear all costs of his/her representative. The Board of Directors may accept, reject or modify the recommendation of the advisory hearing officer. The District shall pay the costs related to the advisory hearing officer.

9 BENEFITS

Employees shall be subject to provisions of current Memorandum of Understanding with International Union of Operating Engineers Stationary Local No. 39 (MOU) except as below noted.

- A. Employees receiving a score below 2.5 on his/her annual performance appraisal at last review shall be placed on a Performance Improvement Plan (PIP) and will not receive the earned merit increase until such time as the steps outlined in the PIP have been successfully completed. At that time the Employee will begin receiving the prior earned merit increase moving forward. No merit increase will be provided retroactively. After the Employee successfully completed the PIP, he/she will receive their next performance appraisal effective January 1st regardless of the date of successful completion of the PIP.
- B. Employees shall annually receive a uniform allowance for District logo attire, outerwear and footwear for the field that is suitable for field and office/professional responsibilities as approved by the General Manager in the following amounts:
 - a. Chief Financial Officer and Executive Assistant receive \$271.06 each.
 - b. District Engineer/Assistant General Manager and Director of Support Services receive \$486.69 each.
 - c. Director of Utilities and Director of Parks and Recreation receive \$621.20 each.

Amounts listed above will adjust for COLA in 2018.

Selection of the clothing will be the responsibility of the Employee, with approval by the General Manager. Employees who already have sufficient, high quality logo attire may elect to have a portion or all of their uniform allowance reduced and used for reimbursement, based on up to 50% of cost incurred, for an approved fitness facility membership OR they may apply a portion or all of their uniform allowance toward the cost of a new cell phone purchase in addition to the cell phone purchase allowance as outlined below.

- C. In order to reimburse Employee for expenses related to the business use of Employee's 4WD, 4 passenger automobile, and automobiles rented by Employee, and as part of Employee's compensation, the District shall pay to the District Engineer/Assistant General Manager, the Director of Utilities, and the Director of Parks and Recreation the sum of four hundred ninety seven dollars and fifty two cents (\$497.52) per month, adjusted by COLA on January 1, 2018. If the actual business related automobile expenses incurred by these Employees in any one month are less than the sum herein agreed to be paid by the District, these Employees shall be entitled to retain the excess. Further, these Employees shall also be entitled to mileage reimbursement at the standard IRS mileage rate for business travel outside the Tahoe Truckee region.
- D. A cell phone allowance of \$75 per month will be made available to Employees as approved by the General Manager. The District will reimburse Employees receiving cell phone allowance for the actual cost for purchase of a cell phone. Cell phone must have email and text capabilities set up and functioning. The actual cost up to \$400.00 will be reimbursed for Employees who purchase once every two years, \$500.00 for Employees who purchase once every three years.
- E. Employees shall annually receive forty (40) hours of general leave in addition to leave benefits specified in MOU.

- a. The maximum accumulation in the general leave account at any point in the year shall be 47.5 working days (380). General leave accrual will immediately cease once an Employee reaches 380 hours. If the Employee then uses or converts general leave to bring balance below 380, he/she will begin to accrue general leave.
 - b. Employees are encouraged to schedule and use general leave. Once an Employee reaches an accrual above 280 hours, he/she may convert hours as listed in MOU.
 - c. The combined maximum conversion (see MOU) is 120 hours in any one calendar year.
 - d. First consecutive 8 hours of absence for Employees with less than 150 hours of accrued combined general and sick leave at the beginning of the affected payroll period require use of general leave prior to any use of sick leave reserve.
 - e. No initial use of general leave is required for Employees with more than 150 hours of accrued combined general and sick leave at the beginning of the affected payroll period.
- F. Any employment offer letters and/or letters of amendment or memoranda sent to any Employee after commencing employment which provides for reimbursement and/or allowance for the use of the Employee's personal cell phone and/or vehicle in the normal and routine conduct of official business do not create express or implied employment contracts with the District. Nor does any District Board Policy, including the January 1, 2004 amended policy entitled Car and/or Phone Allowance Policy and Individual Contract Amendment, create an express or implied employment contract.

10 EMPLOYEE ACTIVITIES

Employees shall be subject to all provisions of Section 10 Employee Activities of the PPM.

11 RESIGNATION NOTICE

Employees shall give at least thirty (30) days written notice prior to the effective date of voluntary resignation unless waived by the General Manager in writing.

If by reason of any physical or mental incapacity, the Employee has been or will be prevented from properly performing their duties under this Memorandum for more than ninety (90) consecutive days in any three hundred sixty-five (365) day period and the Employee is not on an approved leave of absence including, without limitation; Family and/or Medical or disability leave or Workers' Compensation leave, if applicable, then to the extent permitted by law, the District may terminate employment upon fifty-six (56) calendar days advance written notice to the Employee. The District shall pay the Employee all compensation and benefits set forth in this Memorandum to which they are entitled up through the last day of the notice period; thereafter, all obligations of the District under this Memorandum shall cease, unless otherwise stated or reserved. Nothing in this Section shall affect the Employee's rights under any applicable District disability or benefit plan(s).

12 EMERGENCY AVAILABILITY

Employees shall be available twenty-four (24) hours per day, seven (7) days per week by radio, telephone or personal pager for contact in emergency situations. At the request of the General Manager Employees shall return to the office promptly; provided such return to office is practical (Employee is not out of the area) and safe (Employee can safely and responsibly return to the office).

13 RESIDENCE

Employees are requested, if practical, to occupy a primary residence within thirty (30) roadway miles (most direct routes) of Tahoe City, California.

14 MANAGEMENT EMPLOYEES MEMORANDUM

This Memorandum does not create a contract of employment, express or implied, with or for any Employee. Any written contract for employment for any position category described in this Memorandum may only be created, approved and amended by the Board of Directors. Any such contract shall not contradict the statutory provisions of the Public Utilities Code section 16112 or Government Code section 53260 or other applicable statutes.

15 LIMITATIONS

- A. Any provision of this Memorandum that is contrary to applicable statutes, court orders and/or appellate decision shall be null and void.
- B. This Memorandum shall supersede the District's PPM if any provision of this Memorandum contradicts a particular section of the PPM. Otherwise the District's PPM shall be applicable to all classifications described in this Memorandum.

16 AMENDMENTS

The Board of Directors reserves its unilateral right to amend or terminate this Memorandum upon thirty (30) days written notice.