



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

**1 INTRODUCTION**

The Tahoe City Public Utility District (District) recognizes the critical role that Supervisory and Professional Employees (Employee or Employees) play in the success of the organization. While the District holds all employees to exacting standards of professionalism; Supervisory and Professional Employees are held to an even higher level and are expected to serve as models of the District Core Values.

Examples of Supervisory and Professional Employee expectations include, but are not limited to:

- A. Represent the District in a professional manner at all times.
- B. Assume a leadership role within the District.
- C. Assume full responsibility of and accountability for the performance of direct reports and areas of professional expertise.
- D. Regularly work hours in excess of forty (40) hours per week; without additional credit or compensation for such hours.
- E. Be available to senior management 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 access and benefits to its Supervisory and Professional Employees.

**2 APPLICABILITY**

This Memorandum Regarding Supervisory and Professional Employees (Memorandum) shall apply to all Supervisory and Professional Employees of the District.

- A. Supervisory Employees consist of the Utilities Superintendent, Technical Services Supervisor, Parks and Facilities Superintendent, Recreation Superintendent, and Parks and Facilities Assistant Superintendent.
- B. Professional Employees consist of the Senior Civil Engineer, Associate Civil Engineer, Human Resources Administrator, Senior Management Analyst, Senior Accountant, Management Analyst, Accountant II and Accountant I.

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. Tenure of all positions covered by this Memorandum shall be based upon good performance and shall be determined by the General Manager or his/her designee, subject to Board approval.

#### **4 HOURS OF WORK**

Employees shall work a flexible and appropriate schedule sufficient to complete all tasks associated with the position and 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 Employee's Department 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.

#### **7 EVALUATION**

At least annually on or about January 1, the respective Department Manager shall evaluate performance of Employees in writing with the evaluation approved by the General Manager.

#### **8 APPEAL**

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 other Department Manager 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 completes the PIP,

he/she will receive their next performance appraisal effective January 1<sup>st</sup> regardless of the date of successful completion of the PIP.

- B. Employees shall annually receive a uniform allowance for District logo attire 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. Human Resources Administrator, Senior Management Analyst, Senior Accountant, Management Analyst, Accountant II and Accountant I receive \$271.06 each.
  - b. Senior Civil Engineer, Associate Civil Engineer and Technical Services Supervisor receive \$486.69 each.
  - c. Utilities Superintendent, Parks Superintendent, Recreation Superintendent and Parks and Facilities Assistant Superintendent receive \$621.20 each.

Amounts listed above will adjust for COLA in 2018.

Selection of the clothing will be the responsibility of the professional and supervisory group. They will meet and choose the items which will be designated for allowance and submit them for approval by the General Manager. Employees will not continue to purchase items on their own and have them reimbursed unless pre-approved as part of the above process. 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 (with Supervisor's approval).

- C. 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 for Employees who purchase once every three years.
- D. 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 45 working days (360). General leave accrual will immediately cease once an Employee reaches 360 hours. If the Employee then uses or converts general leave to bring balance below 360, 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 100 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.
- E. 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 twenty-one (21) days written notice prior to the effective date of voluntary resignation unless waived by the General Manager in writing.

## **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 or Department 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 SUPERVISORY AND PROFESSIONAL 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.